

**DATE: 2 JUNE 2023**

**CBG FINANCIAL SERVICES GROUP LIMITED  
(as Vendor)**

**AND**

**ZHANG CHUNHUA  
(as Purchaser)**

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**AGREEMENT FOR SALE AND PURCHASE  
OF 3,794 SHARES IN  
BRILLINK HOLDINGS LIMITED**

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**THIS AGREEMENT is made on 2 June 2023 BETWEEN:**

- (1) **CBG FINANCIAL SERVICES GROUP LIMITED**, a company incorporated in the British Virgin Islands whose registered office is at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111 and principal place of business is at Unit B, 9/F., 9 Des Voeux Road West, Sheung Wan, Hong Kong (the “**Vendor**”); and
- (2) **ZHANG CHUNHUA**, holder of PRC identity card number 441602197207220415 of Rm 1401, Blk 9, Jin Se Jia Yuan, Wanke, 2018 Lian Hua Rd., Futian, Shenzhen, Guangdong, People’s Republic of China (the “**Purchaser**”).

**WHEREAS:**

- (A) Brillink Holdings Limited (the “**Company**”) is a company incorporated in the British Virgin Islands with limited liability and as at the date hereof has an authorised shares capital of 50,000 ordinary shares of no par value (the “**Shares**”), of which 20,075 Shares have been issued and are fully paid up or credited as fully paid. The Vendor is the beneficial owner of 13,263 Shares, representing 66.07% of the total issued share capital.
- (B) As at the date hereof, the Company owns the entire issued share capital of Brillink Fintech Limited, a company incorporated in Hong Kong with limited liability. Brillink Fintech Limited in turns owns the entire issued share capital of each of (i) Brillink Bank Corporation Limited, a company established under the laws of Astana, Kazakhstan; and (ii) Brillink Tech (Shenzhen) Limited, a wholly foreign owned enterprise established under the laws of the PRC.
- (C) As at the date hereof, the Company is indebted to the Vendor in the sum of HK\$186,600,000.
- (D) As at the date hereof, China Brilliant Global Limited (stock code: 8026) (the “**Listco**”), a company incorporated in the Cayman Islands and the issued shares of which are listed on GEM, owns the entire issued share capital of the Vendor.
- (E) The Vendor has agreed to sell and the Purchaser has agreed to purchase 3,794 Shares (the “**Sale Shares**”), representing 18.9% of the total issued share capital of the Company, subject to and upon the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED as follows:**

**1. INTERPRETATION**

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

“Acquisition Agreement”	the sale and purchase agreement dated the date hereof and entered into between the Acquisition Vendor and the Acquisition Purchaser in relation to the sale and purchase of 深圳朗華物業服務有限公司
“Acquisition Purchaser”	CBG Services Holdings Limited, a company incorporated in Hong Kong and a wholly-owned subsidiary of the Listco
“Acquisition Vendor”	深圳市鵬遠智能科技有限公司, a company established under the laws of the PRC and wholly-owned by the Purchaser
“Business Day”	a day (other than a Saturday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours
“Completion”	completion of the sale and purchase of the Sale Shares in accordance with the terms and conditions of this Agreement
“Completion Date”	the date falling on the third Business Day after the conditions precedent referred to in Clause 3.1 have been fulfilled
“Encumbrance”	any mortgage, charge, pledge, lien, (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same
“GEM”	GEM of the Stock Exchange
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“PRC”	the People’s Republic of China, which for the purpose of this Agreement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan

“SFC”	Securities and Futures Commission of Hong Kong
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subsidiaries”	subsidiaries of the Company
“this Agreement”	this agreement for the sale and purchase of the Sale Shares, as amended from time to time
“Warranties”	the representation and warranties set out in the Schedule
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“US\$”	United States dollars, the lawful currency of United States

1.2 References herein to Clauses and Schedule are to clauses in and schedule to this Agreement unless the context requires otherwise and the Schedule to this Agreement shall be deemed to form part of this Agreement.

1.3 The expressions the “Vendor” and the “Purchaser” shall, where the context permits, include their respective successors and personal representatives.

1.4 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.

## **2. SALE OF THE SALE SHARES**

Subject to and upon the terms and conditions of this Agreement, the Vendor shall as beneficial owner sell and the Purchaser shall purchase the Sale Shares with effect from Completion free from all Encumbrances and together with all rights attaching thereto including all dividends and distributions declared, made or paid thereafter.

## **3. CONDITIONS PRECEDENT**

3.1 Completion shall be conditional upon and subject to the following conditions:

(a) the passing by the independent shareholders of the Listco at a general meeting of the Listco to be convened and held of an ordinary resolution to approve this Agreement and the transactions contemplated hereunder;

- (b) a valuation report stating the valuation of the Sale Shares to be not more than the consideration for the sale and purchase of the Sale Shares having been obtained;
- (c) the Acquisition Agreement having become unconditional in all respects except for the condition therein relating to this Agreement having become unconditional; and
- (d) all necessary consents and approvals as may be required in respect of this Agreement and the transactions contemplated hereunder having been obtained.

3.2 If any of the conditions precedent set out in Clause 3.1 is not fulfilled on or before 5:00 p.m. on 30 September 2023 or such later date as the Vendor and the Purchaser may agree, this Agreement shall cease and determine (save and except Clause 6, 9, 10, 11, 12, 15 and 18 which shall continue to have full force and effect) and no party shall have any obligations and liabilities hereunder save for any antecedent breaches of the terms hereof.

#### **4. CONSIDERATION**

The consideration for the sale and purchase of the Sale Shares is HK\$184,900,000 which shall be payable in the following manner:

- (a) as to HK\$102,600,000 shall be paid by the Purchaser to the Vendor by way of setting off against the consideration payable by the Acquisition Purchaser to the Acquisition Vendor on Completion; and
- (b) as to HK\$82,300,000 shall be paid by the Purchaser to the Vendor by way of setting off against certain debts owed by the Listco to the Purchaser on Completion.

#### **5. COMPLETION**

5.1 Completion shall take place at 4:00 p.m. on the Completion Date at the office of the Vendor in Hong Kong at Flat B, 9/F., 9 Des Voeux Road West Sheung Wan, Hong Kong or such other place as the parties may mutually agree.

5.2 At Completion, the Vendor shall deliver or cause to be delivered to the Purchaser:

- (a) instrument(s) of transfer in respect of the transfer of the Sale Shares duly executed by the Vendor in favour of the Purchaser (or its nominee);
- (b) original share certificate(s) in the current or former name of the Vendor in respect of the Sale Shares; and
- (c) copy, certified as true and complete by a director of the Vendor, of resolutions of the board of directors of the Vendor approving this Agreement and the transactions contemplated hereunder and other documents necessary for the purpose of effecting this transaction and

authorising a person or persons to execute the same (with seal, where appropriate) for and on its behalf.

5.3 The Vendor shall use its reasonable endeavours to procure a meeting of the board of directors of the Company to be held at which resolutions shall be passed for the approval for the transfer of the Sale Shares to the Purchaser (or its nominee) and the registration of such transfer, subject to the relevant instrument(s) of transfer being duly presented for registration.

5.4 At Completion, the Purchaser shall:

- (a) deliver to the Vendor instrument(s) of transfer in respect of the Sale Shares duly executed by the Purchaser (or its nominee); and
- (b) pay the consideration as referred to in Clause 4.

## **6. RESTRICTION ON ANNOUNCEMENTS**

6.1 Each of the parties undertakes to the other that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or when required by law or any rule of any relevant stock exchange body, or to its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of any of the others which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

6.2 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties or unless an announcement is required pursuant to the applicable law and the regulations or the requirements of the Stock Exchange, SFC or any other regulatory body or authority. Any announcement by any party required to be made pursuant to any relevant law or regulation or the requirements of the Stock Exchange, SFC or any other regulatory body or authority shall be issued only after such prior consultation with the other party as is reasonably practicable in the circumstances.

## **7. WARRANTIES**

7.1 The Vendor hereby represents and warrants to the Purchaser that the Warranties are true and correct in all material respects at the date of signing of this Agreement and that the Warranties shall survive Completion.

7.2 The Vendor hereby agrees that each of the Warranties shall be construed as a separate and independent representation and warranty and, except where expressly otherwise stated, no provision in any Warranties shall govern or limit the extent or application of any other provision in any Warranties.

**8. LIMITATION OF LIABILITY**

8.1 The liability of the Vendor in respect of any breach of any Warranties shall be limited as provided in this Clause 8.

8.2 The Vendor shall not be liable for any claim in respect of the Warranties and this Agreement unless:

- (a) the Vendor shall have received from the Purchaser written notice of such claim specifying in reasonable details the event or default to which the claim relates and the nature of the breach and (if capable of being quantified at that time) the amount claimed not later than the expiry of a period of one month after the Completion Date; and
- (b) the aggregate amount of liability of the Vendor for all claims made in connection with this Agreement shall not exceed HK\$10,000,000.

8.3 Notwithstanding any provision herein, the liability of the Vendor in connection with the Warranties and this Agreement shall cease on the expiration of one month after the Completion Date except in respect of the matters which have been the subject of a bona fide claim in writing notified to the Vendor in compliance with Clause 8.2(a) as before such date.

8.4 The Vendor shall not be liable under the Warranties and this Agreement to the extent that any depletion, diminution or reduction in the value or amount of any of the assets of the Company occurs as a result of or is otherwise attributable to:

- (a) any legislation not in force at the date of this Agreement or any change of law or administrative practice which takes effect retroactively or occurs as a result of any increase in the rates of taxation in force at the date of this Agreement;
- (b) any voluntary act of the Company and/or the Purchaser after Completion except where such act is done by the Purchaser bona fide and in compliance with Clause 8.7; and
- (c) the Purchaser or the Company disclaiming any part of the benefit of any capital or other allowance against taxation claimed on or before Completion (except where such claims are disallowed by the Inland Revenue Department of Hong Kong).

8.5 The Purchaser shall reimburse to the Vendor an amount equal to any sum paid by the Vendor to satisfy any claim under the Warranties which is subsequently recovered by or paid to the Purchaser or the Company by any third party after deducting all reasonable costs and expenses incurred by the Purchaser and/or the Company arising from or incidental to the recovery of such amount from the third party.

8.6 The Warranties shall be actionable only by the Purchaser and no other persons



shall be entitled to make any claim or take any action whatsoever against the Vendor under, arising out of, or in connection with any of the Warranties.

- 8.7 The Purchaser shall immediately and shall forthwith procure the Company to inform the Vendor in writing of any fact, matter, event or circumstance which comes to its notice or to the notice of the Company whereby it appears that the Vendor is or may become liable to make any payment under the Warranties and shall not settle or compromise such claim without the prior written consent of the Vendor. At the request in writing by the Vendor, the Purchaser shall, subject to the Purchaser and the Company being indemnified to the Purchaser's reasonable satisfaction against any liability, costs, damages or expenses which may be incurred, take such action as the Vendor may reasonably request to avoid, dispute, resist, compromise or defend the claim or liability for which the Vendor may be or become directly or indirectly liable or responsible and the Purchaser shall further render or cause to be rendered to the Vendor all such assistance as the Vendor may reasonably require in connection with the foregoing.

**9. FURTHER ASSURANCE**

The Vendor shall at the cost of the Purchaser execute, do and perform or procure to be executed, done and performed by other necessary parties all such further acts, agreements, assignments, assurances, deeds and documents as the Purchaser may reasonably require to vest effectively the legal and beneficial ownership of the Sale Shares in the Purchaser free from all encumbrances.

**10. NOTICES**

- 10.1 Each notice, demand or other communication given, made or serve under this Agreement shall be in writing and delivered or sent to the relevant party by prepaid postage (by airmail if to another country), email or personal delivery to its address or email address as set out below (or such other address or email address as the addressee has by five (5) days' prior written notice specified to the other party):

To the Vendor:	CBG Financial Services Group Limited
Address	: Unit B, 9/F., 9 Des Voeux Road West, Sheung Wan, Hong Kong
Email Address	: alfred@cbg.com.hk
Attention	: The board of directors
To the Purchaser:	Zhang Chunhua
Address	: Rm 1401, Blk 9, Jin Se Jia Yuan, Wanke, 2018 Lian Hua Rd., Futian, Shenzhen, Guangdong, People's Republic of China

Email Address : brady@cbg.com.hk

- 10.2 Each notice, demand or other communication given, made or serve under this Agreement shall be deemed to have been given and received by the relevant party (i) within two (2) days after the date of posting, if sent by local mail; four (4) days after the date of posting, if sent by airmail; (ii) when delivered, if delivered by hand; and (iii) on dispatch, if sent by email.

11. **TIME AND NO WAIVER**

Time shall in every respect be of the essence of this Agreement but no failure on the part of any party hereto to exercise, and no delay on its part in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any other right(s) or prejudice or affect any right(s) against any other parties hereto under the same liability, whether joint, several or otherwise. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

12. **INVALIDITY**

If at any time any one or more of the provisions of this Agreement is/are or become(s) illegal, invalid or unenforceable in any respect under laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

13. **AMENDMENTS**

This Agreement shall not be amended, supplemented or modified except by instruments in writing signed by each of the parties hereto.

14. **ASSIGNMENT**

This Agreement shall be binding on and enure to the benefit of each party hereto and its respective successors and permitted assigns provided that none of the parties hereto shall assign or transfer or purport to assign or transfer any of its rights or obligations hereunder without the prior written consent of the other parties.

15. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the matters dealt with herein and supersedes any previous agreements, arrangements, statements or transactions between the parties hereto in relation to the subject matters hereof.

**16. COSTS AND STAMP DUTY**

- 16.1 Each party shall bear its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement and all documents incidental or relating to Completion.
- 16.2 All stamp duty (if any) payable in respect of the sale and purchase of the Sale Shares shall be borne by the Purchaser.

**17. COUNTERPARTS**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.

**18. GOVERNING LAW AND JURISDICTION**

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 18.2 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 18.3 The Purchaser hereby irrevocably appoints Zhang Chunping of Unit B, 9/F., 9 Des Voeux Road West, Sheung Wan, Hong Kong as its agent to accept service of legal process out of the courts of Hong Kong in connection with this Agreement. The Purchaser further agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the Vendor informed of the name and address of such agent. Service on such process agents (or its substitutes appointed pursuant to the procedures described above) shall be deemed to be service on the Purchaser. The provisions of Clauses 10.1 and 10.2 shall apply to the service of court process on the process agent of the Vendor.

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

**THE VENDOR**

SIGNED by )  
 )  
for and on behalf of )  
 )  
CBG FINANCIAL SERVICES )  
GROUP LIMITED )  
 )  
in the presence of: )



**THE PURCHASER**

SIGNED by )  
 )  
ZHANG CHUNHUA )  
 )  
in the presence of: )



## SCHEDULE

### THE WARRANTIES

1. The Vendor is the sole beneficial owner of the Sale Shares. The Sale Shares are free from all Encumbrances and the same is freely transferable by the Vendor without the consent, approval, permission, licence or concurrence of any third party.
2. The Vendor has full power and authority to enter into and perform this Agreement and the provisions of this Agreement, when executed, will constitute valid and binding obligations on the Vendor in accordance with its terms.
3. The execution and delivery of, and the performance by the Vendor of its obligations under, this Agreement will not result in a breach of any order, judgment or decree of any court or governmental agency to which the Vendor is a party or by which it is bound.