

Dated the 3rd day of May 2023

SUN HUNG KAI PROPERTIES LIMITED

and

SUNEVISION HOLDINGS LTD.

System and Networking Agreement

**Woo Kwan Lee & Lo
26th Floor, Jardine House
1 Connaught Place
Central
Hong Kong**

This Agreement is made on the 3rd day of May 2023

BETWEEN

- (1) **SUN HUNG KAI PROPERTIES LIMITED** of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (“**SHKP**”) on the one part; and
- (2) **SUNEVISION HOLDINGS LTD.** of Unit 3110, 31/F, Standard Chartered Tower, Millennium City 1, 388 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong (“**SUNeVision**”) on the other part.

WHEREAS :

- (1) SUNeVision and its subsidiaries (together, the “**SUNeVision Group**”) are carrying on the business of, inter alia, provision of services in connection with i) the design, supply, installation, operation and provision of extra-low voltage and information technology systems (including but not limited to satellite master antenna television and communal aerial broadcasting distribution, access control, car park control and other security systems); and ii) the laying of cable network (including but not limited to voice and data network, building services access and power supply), optical fiber network, broadband network and other IT infrastructure networks in buildings on a project basis (the “**Services**”).
- (2) SHKP is a company incorporated in Hong Kong, the shares of which are listed on the Main Board of The Stock Exchange of Hong Kong Limited, and is the ultimate holding company of SUNeVision.
- (3) On **5 May 2020**, SUNeVision and SHKP entered into an agreement relating to the provision of the Services for use in buildings owned and/or managed by members of the SHKP Group (as defined below). Such agreement will expire on **30 June 2023**. SHKP and SUNeVision agree to continue the arrangement in accordance with and subject to the terms and conditions of this Agreement after expiration of the aforesaid agreement.

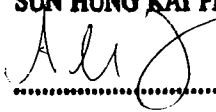
WHEREBY IT IS AGREED as follows :

1. SHKP hereby agrees to engage, and procure its subsidiaries and associates (as defined in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”)) from time to time, but excluding the SUNeVision Group (together, the “**SHKP Group**”) to engage, the relevant members of the SUNeVision Group, and SUNeVision agrees to procure the relevant members of the SUNeVision Group to act, as the main contractor for the provision of the Services in buildings owned and/or managed by the SHKP Group on a project basis whenever requested by the relevant members of the SHKP Group subject to the terms hereinafter provided.
2. In respect of each request for the provision of any of the Services (the “**Requested Service**”), relevant members of the SHKP Group and of the SUNeVision Group respectively shall endeavour to agree on an arm’s length basis on the terms of the Requested Service which shall be determined on the basis set out in Clause 3 below. If the relevant members are unable to reach an agreement on the terms governing the provision of the Requested Service, neither of them nor any other member of the SUNeVision Group and of the SHKP Group shall be obliged to provide or engage the other to provide (as the case may be) the Requested Service.
3. The terms of the Requested Service shall be negotiated on an arm’s length basis and on normal commercial terms or, if there are no or not sufficient comparable transactions to judge whether they are on normal commercial terms, on terms no less favourable to the SUNeVision Group than terms that may be offered to the SUNeVision Group by other independent third party customers. Without limitation to the generality of the foregoing, in relation to the pricing terms and payment terms for the provision of the Requested Service, for those services where there are available market rates for comparable services (taking into account factors such as the scale and quality of services required and the time frame for provision of such services), the payment terms to be offered by the SHKP Group to the SUNeVision Group shall be no less favourable to the SUNeVision Group than the payment terms that may be offered to the SUNeVision Group by other independent third party customers for such services.

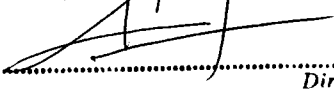
4. The SUNeVision Group shall have the right to decline any contract for Services from the SHKP Group in respect of any building.
5. This Agreement shall be conditional upon the obtaining of the approval of the shareholders of SUNeVision who are not required to abstain from voting at a general meeting to be convened by SUNeVision to approve this Agreement, and shall commence from **1 July 2023** and shall continue thereafter up to **30 June 2026** (both days inclusive) unless terminated or extended by agreement in writing signed by the parties hereto. The parties hereto further agree that the aggregate amount of the service fees which may be received by the SUNeVision Group for the provision of the Requested Service under the terms of this Agreement during each of the three financial years ending 30 June 2024, 30 June 2025 and 30 June 2026 will not exceed HK\$179,700,000, HK\$218,300,000 and HK\$306,600,000 respectively.
6. The parties hereto agree to allow the auditors of SUNeVision to have sufficient access to their records for the purpose of reporting on the transactions contemplated under this Agreement pursuant to the requirements contained in Chapter 14A of the Listing Rules.
7. This 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.
8. For the purposes of the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) and notwithstanding any other provisions of this Agreement, this Agreement is not intended to, and does not, give any person who is not a party to this Agreement any right to enforce any of its provisions.
9. This Agreement may be entered into in the form of two or more counterparts each executed by one or more of the parties hereto, and, provided that the parties hereto so enter into this Agreement, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one instrument.

IN WITNESS whereof the parties have executed this Agreement on the day and year first above written.

SIGNED by FUNG Yuk Lün, Allen)
for and on behalf of SUN HUNG)
KAI PROPERTIES LIMITED)
in the presence of : -)

For and on behalf of
SUN HUNG KAI PROPERTIES LIMITED

.....
Director

SIGNED by TONG Raymond Kwok Kong
for and on behalf of SUNEVISION
HOLDINGS LTD.
in the presence of : -

) ~~for~~ and on behalf of
) SUNEVISION Holdings Ltd.
) 新意網集團有限公司
) 
)
) Director(s)