

Execution Version

Dated the 3rd October 2022

GET NICE SECURITIES LIMITED

(結好證券有限公司)

and

HUNG HON MAN

FINANCING SERVICES AGREEMENT

THIS AGREEMENT is dated the 3rd October 2022 and made

BETWEEN

- (1) **GET NICE SECURITIES LIMITED (結好證券有限公司)**, a company incorporated in Hong Kong and having its registered office at G/F-3/F, Cosco Tower, Grand Millennium Plaza, 183 Queen’s Road Central, Hong Kong (the “**Company**”); and
- (2) **HUNG HON MAN (洪漢文)**, holder of Hong Kong Identity Card No. D079349(4) of G/F-3/F, Cosco Tower, Grand Millennium Plaza, 183 Queen’s Road Central, Hong Kong (“**Mr. Hung**”),

(collectively, the “**Parties**”, each a “**Party**”).

WHEREAS:

Upon arm’s length negotiation, the Parties have agreed to enter into this Agreement to provide the framework within which the Company may provide the Securities Margin Financing Services to Mr. Hung and/or certain of his associates from time to time upon and in accordance with the terms of this Agreement.

IT IS HEREBY AGREED AS FOLLOW:

1. INTERPRETATION

1.1 In this Agreement, including the Recitals, the following expressions shall have the following meanings except where the context otherwise requires:

“ 30%-controlled company ”	has the meaning ascribed thereto under the Listing Rules;
“ associate(s) ”	has the meaning ascribed thereto under the Listing Rules;
“ Controlled Company(ies) ”	30%-controlled company(ies) held, directly or indirectly, by Mr. Hung from time to time and its/their subsidiaries, but excluding GN Holdings Group;
“ Group ”	GNFGL and its subsidiaries at any time and from time to time, including but not limited to the Company;
“ HK\$ ”	Hong Kong dollars;

“Hong Kong”	the Hong Kong Special Administrative Region of the People's Republic of China;
“Independent Third Parties”	third parties independent of and not connected with the directors, chief executive or substantial shareholders of GNFGL or any of its subsidiaries, or any of their respective associates;
“GNFGL”	Get Nice Financial Group Limited (結好金融集團有限公司), a company incorporated under the laws of the Cayman Islands and the intermediate holding company of the Company;
“GN Holdings”	Get Nice Holdings Limited (結好控股有限公司), a company incorporated under the laws of the Cayman Islands and the immediate holding company of GNFGL;
“GN Holdings Group”	GN Holdings and its subsidiaries
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Securities Margin Financing Services”	provision of financial accommodation in order to facilitate the acquisition of securities listed on any stock market, and where applicable, the continued holding of those securities;
“Service Fee(s)”	the amount of interests and, if any, miscellaneous fee(s) agreed to be charged by the Group and payable by Mr. Hung and/or, as the case may be, any Controlled Company(ies) in respect of the Securities Margin Financing Services;
“SFC”	the Securities and Futures Commission of Hong Kong;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Term”	the period commencing on 15 December 2022 and ending on 14 December 2025 (both dates inclusive); and
“Transaction(s)”	contract(s), agreement(s) or transaction(s) entered into between (i) the Company; and (ii) Mr. Hung and/or any Controlled Company(ies) during the Term in respect of the provision of the Securities Margin Financing Services by the Company to Mr. Hung and/or (as the case may be) such

Controlled Company(ies).

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to persons or companies shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (b) the headings are inserted for convenience only and shall not affect the construction of this Agreement;
- (c) any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted;
- (d) references to Clauses and Recitals are to clauses and recitals of this Agreement and the Recitals shall form part of this Agreement; and
- (e) words importing the singular include the plural and vice versa and references to one gender include all genders.

2. **ENGAGEMENT**

2.1 Subject to the terms and conditions of this Agreement, the Company may, upon request, (but not obliged to) provide or procure any other company amongst the Group to provide the Securities Margin Financing Services to Mr. Hung and/or the Controlled Companies from time to time during the Term, on a non-exclusive basis.

Nothing in this Agreement shall preclude:

- (a) Mr. Hung and/or the Controlled Companies from appointing or engaging any person other than the Company and the Group to provide the Securities Margin Financing Services to him/it ; or
- (b) the Company or the Group from providing the Securities Margin Financing Services for any person other than Mr. Hung and the Controlled Companies.

For the avoidance of doubt, the Company reserves the right not to accept the appointment or engagement of Mr. Hung and/or any of the Controlled Companies for the Securities Margin Financing Services from time to time, in the sole decision of the Company.

2.2 This Agreement shall only come into effect upon fulfilment of the following conditions:

- (a) the respective independent shareholders of GN Holdings and GNFGGL having approved this Agreement by way of poll at the respective extraordinary general meeting of GN Holdings and GNFGGL to be convened in compliance with the Listing Rules; and
- (b) if applicable, all authorisations, approvals, consents, waivers and permits required from all authorities to give effect to this Agreement having been

granted, received or obtained and not revoked.

- 2.3 If the conditions set out in Clause 2.2 are not fulfilled on or before 14 December 2022 (or such later date as the Parties may agree), this Agreement shall lapse and be of no further force or effect.

3. TERMS AND CONDITIONS FOR THE SECURITIES MARGIN FINANCING SERVICES

- 3.1 Subject to Clause 2, if the Company agrees to provide or procure any other company amongst the Group to provide Securities Margin Financing Services to Mr. Hung and/or any Controlled Company(ies), the same shall be provided on normal commercial terms, at the Service Fee in compliance with the provisions of Clause 4 and on terms no less favourable to the Group than those offered to other customers of the Group who are Independent Third Parties.
- 3.2 Mr. Hung shall and shall procure the Controlled Companies to, upon request of the Company, allow the auditors of the Company and/or such other person(s) authorised by the Company sufficient access to his/their records in connection with the Transactions.
- 3.3 The Company shall observe and comply with all applicable requirements under the Listing Rules or otherwise imposed by the Stock Exchange and/or the SFC relating to this Agreement (including any standard client agreement(s)) and the transactions contemplated hereunder (including any standard client agreement(s)) from time to time during the Term.

4. SERVICE FEE

The Service Fee in respect of the Securities Margin Financing Services shall be at the interest rate:

- (a) no less favourable to the Group than the rates offered to other customers of the Group who are Independent Third Parties for comparable Transaction(s);
- (b) in accordance with the relevant pricing policy of the Group which may be adjusted from time to time, and the provision of the Securities Margin Financing Services shall be subject to the terms and conditions of the standard client agreement of the Company from time to time; and
- (c) subject to Clause 4(a) and (b), at the annual interest rate of 7.236%.

5. ANNUAL CAPS

- 5.1 The maximum aggregate principal amount of loan to be provided under the Securities Margin Financing Services to Mr Hung and the Controlled Companies on a daily basis during the Term shall not exceed HK\$330,000,000 in aggregate.
- 5.2 The maximum aggregate amount of Service Fee to be received from Mr Hung and the Controlled Companies under this Agreement shall not exceed the following:

Period	Amount
15 December 2022 to and including 31 March 2023	HK\$7,500,000
For year ended 31 March 2024	HK\$29,000,000
For year ended 31 March 2025	HK\$29,000,000
1 April 2025 to and including 14 December 2025	HK\$22,000,000

6. INDEMNITY

Mr. Hung hereby undertakes to indemnify and hold harmless the Company against any loss, liability, damages, claims, expenses and costs suffered by the Company or any member of the Group as a result of or in connection with any breach of the terms of this Agreement by him and/or any Controlled Company.

7. TERMINATION AND FORCE MAJEURE

7.1 Either Party shall be entitled to terminate this Agreement (including any standard client agreement) forthwith by written notice to the other if:-

- (a) the other Party shall be guilty of any breach, non-observance or non-performance of any of its obligations or warranties hereunder (including any standard client agreement) which is material in the context of this Agreement (including any standard client agreement(s));
- (b) an encumbrancer takes possession or a receiver is compulsorily appointed over a material part of the properties or assets of that other Party;
- (c) the other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- (d) the other Party goes into liquidation or is declared bankrupt (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement (including any standard client agreement(s)); or
- (e) anything analogous to any of the foregoing under the insolvency or bankruptcy law of Hong Kong occurs in relation to that other Party.

7.2 Notwithstanding any provision to the contrary in this Agreement (including any standard client agreement(s)), either Party may terminate this Agreement (including any standard client agreement(s)) by giving 7 days notice in writing to the other Party at any time, and the Company shall be entitled to terminate this Agreement (including any standard client agreement(s)) forthwith by written notice to Mr. Hung if any requirement as set out under the Listing Rules or otherwise imposed by the Stock Exchange and/or the SFC relating to this Agreement (including any standard client agreement(s)) or the transactions contemplated hereunder (including any standard client agreement(s)) cannot be complied with by the Company.

7.3 Termination of this Agreement (including any standard client agreement(s)), whether by effluxion of time, breach or otherwise shall not prejudice or affect any rights or liabilities of any Party hereto arising under this Agreement (including any standard client agreement(s)) or any Transaction prior to such termination.

8. WAIVER

8.1 All rights of the Parties shall be cumulative and no exercise by a Party of any right hereunder shall restrict or prejudice the exercise of any other right under this Agreement (including any standard client agreement(s)) or any Transaction or otherwise available to that Party.

8.2 The failure by a Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement (including any standard client agreement(s)) or any Transaction shall not be a waiver of them or of the right at any time subsequently to enforce any term or condition of this Agreement (including any standard client agreement(s)) or such Transaction.

8.3 Any waiver by a Party of a breach of any provision of this Agreement (including any standard client agreement) or any Transaction shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

9. TIME OF ESSENCE

Any date or period mentioned in any Clause or in respect of any Transaction may be extended by mutual agreement between the Parties hereto or thereto, but, as regards any date or period originally fixed or any date or period so extended as aforesaid time shall be of the essence.

10. SEVERANCE

If any provision of this Agreement (including any standard client agreement(s)) or any Transaction is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are received by a Party from any competent authority the Parties shall amend that provision in such reasonable manner so as to achieve the intention of the Parties without illegality or at the discretion of the Company it may be severed from this Agreement (including any standard client agreement(s)) or any Transaction and the remaining provisions of this Agreement (including any standard client agreement(s)) or any Transaction shall remain in full force and effect unless the Company in its own discretion decides that the effect of such declaration is to defeat the original intention of the Parties in which event the Company shall be entitled to terminate this Agreement (including any standard client agreement(s)) or the relevant Transaction (as the case may be) by notice to Mr Hung and/or the relevant Controlled Company(ies) (as the case may be).

11. NOTICES

Any notice required to be given under this Agreement shall be served either personally or by sending it through the post or by facsimile or other form of electronic communication to the following addresses:

15. COUNTERPARTS

This Agreement may be signed in any number of copies or counterparts (and by the different Parties hereto on separate copies or counterparts), each of which when so signed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

16. GOVERNING LAW

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

16.2 The Parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection herewith but this Agreement may be enforced in any court of competent jurisdiction.

AS WITNESS whereof this Agreement is entered into on the day and year first above written.

SIGNED by Ng Hon Sau Larry)
for and on behalf of)
GET NICE SECURITIES LIMITED)
in the presence of:)

For and on behalf of
結好證券有限公司
GET NICE SECURITIES LIMITED

Authorized Signatory(s)

SIGNED by)
HUNG HON MAN)
in the presence of:)

