

SHAREHOLDERS AGREEMENT

dated as of

8 August 2019

among

LF LOGISTICS HOLDINGS LIMITED

and

LI & FUNG LIMITED

and

DAHLIA INVESTMENTS PTE. LTD.

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THIS **SHAREHOLDERS AGREEMENT** dated as of 8 August 2019 by and among:

1. **LF LOGISTICS HOLDINGS LIMITED**, a company limited by shares incorporated and existing under the laws of Bermuda (the “**Company**”);
2. **LI & FUNG LIMITED**, a company limited by shares incorporated and existing under the laws of Bermuda (the “**Existing Shareholder**”); and
3. **DAHLIA INVESTMENTS PTE. LTD.**, a company limited by shares incorporated and existing under the laws of the Republic of Singapore (the “**New Shareholder**”).

W I T N E S S E T H:

WHEREAS, the Company, the Existing Shareholder and the New Shareholder have entered into a Subscription Agreement (the “**Subscription Agreement**”) on 28 June 2019, under which, the Company has agreed to issue, and New Shareholder has agreed to subscribe, 277,628,722 new Shares (as defined below); and

WHEREAS, the parties hereto desire to enter into this agreement to govern certain of their rights, duties and obligations after the Completion as contemplated by the Subscription Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**

1.1. **Definitions**

- (a) As used in this agreement, the following terms have the following meanings:

“**Accounting Standards**” means the Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants, together with the amendments and interpretations thereon issued by the Hong Kong Institute of Certified Public Accountants from time to time.

“**Affiliate**” means, (x) with respect to any Person other than the New Shareholder, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person, and (y) in the case of the New Shareholder, (i) Temasek Holdings (Private) Limited (“**Temasek Holdings**”); and (ii) Temasek Holding’s wholly owned subsidiaries: (A) whose boards of directors or equivalent governing bodies comprise employees or nominees of (a) Temasek Holdings; (b) Temasek Pte. Ltd. (being a wholly owned subsidiary of Temasek Holdings); and/or (c) wholly owned subsidiaries of Temasek Pte. Ltd; and (B) whose principal activities are that of investment holding, financing and/or the provision of investment advisory and consultancy services. For the purposes of paragraph (ii)(A) of this definition, “nominee” shall mean any person acting under the direction and instructions of Temasek Holdings, Temasek Pte. Ltd. and/or wholly owned subsidiaries of Temasek Pte. Ltd.

“**Alternate Director**” means a person appointed pursuant to Clause 3.1(c) and appointed as an alternate Director by the appointing Director.

“**Applicable Law**” means, with respect to any Person, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended.

“**Board**” means the board of directors of the Company.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in Hong Kong, Bermuda or Singapore when banks in Hong Kong, Bermuda or Singapore are required or authorized by law or executive order to be closed.

“**Company Securities**” means the Shares or other ownership interest in the Company and any options, warrants or other security that are directly or indirectly convertible into, or exercisable or exchangeable for such Shares or ownership interests (whether or not such derivative securities are issued by the Company).

“**Competitor**” means any Person who is engaged in a business which competes with the business of the Company and which carries on such business using any of the following trade names or their successor trade names: Kerry Logistics, JD.com/JD Logistics, Alibaba/Cainiao Smart Logistics Network, SF Express (Group) Co Ltd, DHL, Fedex, UPS, DB Schenker, Damco and Toll Group (including, in each case, to the New Shareholder’s actual knowledge, any of their respective holding companies or Subsidiaries).

“**Completion**” means completion of the subscription and issue of new Shares to the New Shareholder as contemplated under the Subscription Agreement.

“**Completion Shares**” means those Shares issued to the New Shareholder at Completion and held by the New Shareholder on any date of determination of IRR; *provided* that, if the New Shareholder and its Affiliates hold in aggregate less than 10.75% of the then issued and outstanding Company Securities (calculated on a non-diluted basis) on any determination of IRR, the Completion Shares means all of the Shares issued to the New Shareholder at Completion.

“**Constitutional Documents**” means, with respect to an entity its memorandum and articles of association, by-laws or any other equivalent constitutional documents.

“**Control**” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; *provided*, that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms “**Controlled**” and “**Controlling**” have meanings correlative to the foregoing.

“**Director**” means any director of the Company.

“**Distribution**” means, (i) the payment or transfer of cash without consideration, whether by way of dividend or otherwise, distributed by the Company in respect of the Company Securities to the New Shareholder; or (ii) the purchase or redemption by the Company of Company Securities of the Company held by the New Shareholder, for cash.

“**Dividend Policy**” means the dividend policy of the Company under which 20% to 40% of the Company’s annual net profit after tax shall be distributed each Fiscal Year to the Shareholders, subject to the funding requirements of the Company as approved by the Board.

“**Drag-Along Percentage**” means, for any Drag-Along Sale, a fraction the numerator of which is the number of Shares proposed to be sold by the Drag-Along Seller in such Drag-Along Sale and the denominator of which is the aggregate number of Shares owned by the Drag-Along Seller immediately prior to such Drag-Along Sale.

“**Drag-Along Portion**” means, for any Drag-Along Sale, (i) the number of Shares owned by the New Shareholder immediately prior to such Drag-Along Sale *multiplied by* (ii) the Drag-Along Percentage.

“**Existing Shareholder Director**” means the Director appointed by the Existing Shareholder.

“**Fiscal Year**” means the financial year of the Company, which ends on December 31.

“**Governmental Authority**” means (i) any national, federal, state, county, municipal, local or foreign government or other political subdivision or instrumentality thereof, (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government, (iii) any agency, division, bureau, department, or other political subdivision of any government, entity, authority or body described in the foregoing clauses (i) and (ii) of this definition, (iv) any court, tribunal or arbitrator, (v) any self-regulatory organization or (vi) any relevant stock exchanges including the Hong Kong Stock Exchange. A Government Authority also includes public international organizations, i.e. organizations whose members are countries, or territories, governments of countries or territories, other public international organizations or any mixture of the foregoing.

“**Group**” means, collectively, the Company and its Subsidiaries.

“**Group Company**” means any of the Company and its Subsidiaries.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“**HK Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

“**Hong Kong Stock Exchange**” means The Stock Exchange of Hong Kong Limited.

“**Investment Amount**” means the aggregate amount paid by the New Shareholder to the Company pursuant to the Subscription Agreement in consideration for the acquisition of the Completion Shares.

“**IPO**” means a firm-commitment underwritten initial public offering of the Shares or Company Securities on an internationally recognised stock exchange (including the Hong Kong Stock Exchange).

“**IRR**” means, as calculated on the date of determination, the discount rate at which the net present value of the series of inflows (input as positive numbers) and outflows (input as negative numbers) consisting of the following (without duplication) equals to zero:

- (a) outflows equal to the Investment Amounts;
- (b) inflows equal to:
 - (i) (without duplication) the cumulative Net Proceeds of all Distributions received in respect of the Completion Shares prior to the time of the determination of the IRR;
 - (ii) provided that the New Shareholder and its Affiliates hold in aggregate less than 10.75% of the then issued and outstanding Company Securities (calculated on a non-diluted basis) at the time of the determination of the IRR, (without duplication) the cumulative Net Proceeds of all Sale Consideration received in respect of the Completion Shares prior to the time of the determination of the IRR. For the avoidance of doubt, if at the time of the determination of the IRR, the New Shareholder and its Affiliates hold in aggregate at least 10.75% of the then issued and outstanding Company Securities (calculated on a non-diluted basis), no Net Proceeds of any Sale Consideration received in respect of the Completion Shares shall be included in inflows for the determination of the IRR; and
 - (iii)
 - (x) when determining the IRR for the purposes of determining whether an IPO is a Qualified IPO or whether an IPO complies with Clause 8.1(f), the lowest point of the indicative range of the per share issue price in the IPO as specified in the most recent listing application documents submitted to the relevant securities exchange immediately prior to the commencement of the roadshow (to the extent not already reflected in the lowest point of such indicative range of the per share issue price in the IPO, reduced to take into account the share capital of the Company on a fully-diluted and as-converted basis upon the IPO) multiplied by the number of shares in the Company which would be held by the New Shareholder immediately before the Listing (but after completion of the capitalisation issue (if any) made in connection with the IPO), provided that the date of

submission of such listing application documents shall not be more than 45 days before the date of the Listing; or

- (y) when determining the IRR for the purposes of determining whether a Drag-Along Sale complies with Clause 6.8(a), (without duplication) the Net Proceeds of the Sale Consideration which would be received by the New Shareholder in respect of the Completion Shares held by the New Shareholder on the date of determination of IRR.

For illustration purpose, the IRR is that value of the variable R in the discounted cash-flow formula below such that the sum equals to zero:

$$C_0 + \sum_{n=1}^m \frac{C_n}{(1+R)^{Dn}} = 0$$

where C_n is the n^{th} in-or-out-flow and Dn is time elapsed since Completion (in number of days/365).

“**Leverage Ratio**” means a fraction, the numerator of which is the aggregate of all bank borrowings, bank loans and non-trade intercompany payables of the consolidated Group, less the aggregate of all cash, bank balances and non-trade intercompany receivables of the consolidated Group (for the avoidance of doubt, “**Leases**” includes operating, finance and capitalized operating leases and all Lease liabilities will be excluded from the calculation of the numerator), and the denominator of which is the last twelve months audited or reviewed EBITDA of the consolidated Group before Lease Adjustments. EBITDA is calculated based on core operating profit (before employee share option and share award expenses, depreciation and amortization, interest expenses and taxes. “**Lease Adjustments**” means adjustments to convert Lease expenses into depreciation and amortization and interest expenses.

“**Listing**” means the listing and commencement of trading of the Shares or Company Securities on the relevant stock exchange pursuant to an IPO.

“**Memorandum and Articles**” means the Amended and Restated Memorandum and Articles of Association of the Company, as the same may be amended from time to time.

“**Net Proceeds**” means the proceeds received by the New Shareholder (i) in Sale Consideration, and/or (ii) from Distributions, in each case, net (without duplication) of any and all taxes paid or payable by the Company or any of its Subsidiaries; *provided* that any taxes required to be withheld from any payment to the New Shareholder shall be deemed to be included in the Net Proceeds.

“**New Shareholder Director**” means a Director appointed by the New Shareholder.

“**Permitted Transferee**” means, in the case of a corporate body, any Affiliate of such Shareholder, so long as such transferee remains an Affiliate.

“**Person**” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

“**Pro Rata Share**” means, with respect to a Shareholder, the fraction that results from dividing (1) the total number of Shares beneficially owned by such Shareholder immediately before giving effect to the issuance by (2) the total number of Shares beneficially owned by all Shareholders (on a non-diluted basis) immediately before giving effect to the issuance.

“**Qualified IPO**” means an IPO (i) the implied return of which would yield an IRR of at least 15% to the New Shareholder on the Investment Amount; and (ii) that shall result in a public float (as such term is given its meaning under the HK Listing Rules) of at least 25%.

“**Sale Consideration**” means the aggregate consideration received by the New Shareholder for the sale of any Company Securities.

“**Share**” means a common share, par value US\$0.0000001 per share, of the Company.

“**Shareholder**” means each shareholder of the Company.

“**Strategic Competitor**” means any Person who holds more than 50% of the issued and outstanding share capital of a Competitor (including, to the New Shareholder’s actual knowledge, any of such Person’s holding companies or Subsidiaries).

“**Subsidiary**” means, with respect to any Person, any other Person that is Controlled directly or indirectly by such Person.

“**Tag-Along Percentage**” means, for any Tag-Along Sale, a fraction the numerator of which is the number of Shares owned by the Tagging Person immediately prior to such Tag-Along Sale and the denominator of which is the number of all Shares owned by the Tag-Along Seller and the Tagging Person immediately prior to such Tag-Along Sale.

“**Tag-Along Portion**” means, (i) in the case of a Tag-Along Sale the consummation of which would result in the Existing Shareholder ceasing to Control the Company, the number of Shares representing all of the Shares held by the New Shareholder; or (ii) in the case of a Tag-Along Sale the consummation of which would result in the Existing Shareholder continuing to Control the Company, (a) the total number of Shares proposed to be Transferred in the Tag-Along Sale as set forth in the Tag-Along Notice *multiplied by* (b) the Tag-Along Percentage.

“**Transfer**” means, with respect to any Company Securities, (i) *when used as a verb*, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Company Securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction), or agree or commit to do any of the foregoing and (ii) *when used as a noun*, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such Company Securities or any participation or interest therein or any agreement or commitment to do any of the foregoing.

“US\$” means US dollars, the lawful currency of the United States of America.

- (a) Each of the following terms is defined in the Clause set forth opposite such term:¹

<u>Term</u>	Clause
Acceptance	Clause 6.7(b)
Appointment Period	Clause 8.10
Arbitration Board	Clause 9.13
Company	Preamble
Drag-Along Closing	Clause 6.8(d)
Drag-Along Rights	Clause 6.8(a)
Drag-Along Sale	Clause 6.8(a)
Drag-Along Sale Notice	Clause 6.8(b)
Drag-Along Sale Price	Clause 6.8(b)
Drag-Along Seller	Clause 6.8(a)
Drag-Along Transferee	Clause 6.8(b)
Dragged Shares	Clause 6.8(a)
Electing Shareholder	Clause 7(e)
Exercise Notice	Clause 7(b)
Existing Shareholder	Preamble
Expert	Clause 8.10
Issuance Notice	Clause 7(a)
Issuance Notice Period	Clause 7(b)
Lock-up Period	Clause 6.2
New Shareholder	Preamble
Notice	Clause 6.7(a)
Offer	Clause 6.7(b)
Offer Closing Date	Clause 6.7(a)
Offer Notice	Clause 6.7(a)
Offer Period	Clause 6.7(b)
Offer Price	Clause 6.7(a)
Offered Securities	Clause 6.7(a)
Offeree	Clause 6.7(a)
Offeror	Clause 6.7(a)
Oversubscription Rights	Clause 7(a)
Pre-emptive Closing Date	Clause 7(e)
Pre-emptive Rights	Clause 7(a)
Proposed Recipient	Clause 7(a)

¹Note to draft: to be finalised

<u>Term</u>	Clause
Qualified IPO Period	Clause 8.1(b)
Replacement Nominee	Clause 3.3(a)
Representatives	Clause 8.5
Reserved Matters	Clause 3.6
Resolution Period	Clause 8.10
Sale	Clause 8.1(d)
Share Incentive Scheme	Clause 8.4(a)
Subscription Agreement	Recital
Tag-Along Closing	Clause 6.6(c)
Tag-Along Notice	Clause 6.6
Tag-Along Notice Period	Clause 6.6(b)
Tag-Along Offer	Clause 6.6
Tag-Along Response Notice	Clause 6.6(b)
Tag-Along Right	Clause 6.6(b)
Tag-Along Sale	Clause 6.6
Tag-Along Seller	Clause 6.6
Tag-Along Transferee	Clause 6.6(a)
Tagging Person	Clause 6.6(b)

1.2. Other Definitional and Interpretative Provisions

- (a) Clause, Schedule, Exhibit and paragraph headings shall not affect the interpretation of this agreement.
- (b) References to Clauses, Schedules and Exhibit are to the Clauses of and Schedules and Exhibits to this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- (c) The Schedules and Exhibits form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules and Exhibits. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this agreement.
- (d) A reference to “**this agreement**” or any other document is a reference to this agreement or such other document as amended, varied, consolidated, supplemented, replaced or novated in accordance with its terms from time to time.
- (e) Unless the context otherwise requires:
 - (i) words in the singular shall include the plural and the plural shall include the singular; and
 - (ii) a reference to one gender shall include a reference to the other genders.

- (f) A “**Person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s successors and permitted assigns.
- (g) A reference to a “**party**” shall include that party’s successors and permitted assigns.
- (h) A reference to a “**company**” shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (i) A reference to “**writing**” or “**written**” includes email (unless otherwise expressly provided in this agreement).
- (j) Any words following the terms “**including**”, “**include**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (k) Unless expressly provided otherwise, reference to a statute or statutory provision is a reference to it as amended, reenacted, supplemented or superseded in whole or in part and in effect from time to time and also to all rules and regulations promulgated thereunder.
- (l) The words “hereof”, “herein” and “hereunder” and words of like import used in this agreement shall refer to this agreement as a whole and not to any particular provision of this agreement.
- (m) In calculations of share numbers or percentages, (i) references to “fully-diluted and as-converted basis” mean that the calculation is to be made assuming that all outstanding awards, options, warrants and other Company Securities convertible into or exercisable or exchangeable for the Shares (whether or not by their terms then currently convertible, exercisable, exchangeable, granted or vested), have been so converted, exercised, exchanged granted or vested, (ii) references to a "non-diluted basis" mean that the calculation is to be made taking into account only Shares then in issue.
- (n) Any share calculation shall be appropriately adjusted to take into account any share split, share consolidation, recapitalization, bonus issue, reclassification or similar event.
- (o) References to a Person’s stake, interest or similar terms shall unless the context deems otherwise refer to the aggregate amount of equity securities held or beneficially owned by such Person in the applicable entity.

2. **EFFECTIVE DATE**

Subject to Clause 9.14, this agreement shall take effect subject to and upon Completion.

3. **CORPORATE GOVERNANCE**

3.1. **Composition of the Board**

- (a) The Board shall consist of nine Directors, of whom (i) seven shall be appointed by the Existing Shareholder and (ii) two shall be appointed by the New Shareholder,

provided that if the New Shareholder and its Affiliates hold in aggregate less than 15% (but more than 10%) of the issued and outstanding Shares (calculated on a non-diluted basis), the New Shareholder shall only be entitled to appoint one Director and if the New Shareholder holds less than 10% of the issued and outstanding Shares (calculated on a non-diluted basis), the New Shareholder shall not be entitled to appoint any Director.

- (b) Each Shareholder agrees that, if at any time it is then entitled to vote for the election of the Directors, it shall vote all of its Company Securities or execute proxies or written consents, as the case may be, and take all other necessary actions (including causing the Company to call a special meeting of shareholders) in order to ensure that the composition of the Board is as set forth in this Clause 3.1.
- (c) Each of the Directors may appoint an Alternate Director from time to time to act during his absence and such Alternate Director shall be entitled, while holding such office, to receive notices of meetings of the Board or any committee thereof (if the Director who has appointed the Alternate Director is a member of such committee), and attend and vote as a Director at any such meeting at which the appointing Director is not present and generally to exercise all the powers, rights, duties and authorities and to perform all functions of the appointing Director.

3.2. **Removal of Directors**

Each Shareholder agrees that, if at any time it is then entitled to vote for the removal of any Director from the Board, it shall not vote any of its Company Securities or execute proxies or written consents, as the case may be, in favour of the removal of any Director who shall have been appointed pursuant to Clause 3.1 or Clause 3.3, unless the Person or Persons entitled to designate or nominate or appoint such Director pursuant to Clause 3.1 shall have consented to such removal in writing; *provided* that, if the Person or Persons entitled to designate or nominate or appoint any Director pursuant to Clause 3.1 shall request in writing the removal, with or without cause, of such Director, each Shareholder shall vote all of its Company Securities or execute proxies or written consents, as the case may be, in favour of such removal. Except where the Parties mutually agree otherwise, each Shareholder also agrees to vote all of its Company Securities or execute proxies or written consents, as the case may be, in favour of removing a Director in the event that the New Shareholder and its Affiliates hold in aggregate less than 15% or 10% (as the case may be) of the issued and outstanding Shares (calculated on a non-diluted basis) as described in Clause 3.1(a).

3.3. **Vacancies of Directors**

If, as a result of death, disability, retirement, resignation, removal (with or without cause) or otherwise, there shall exist or occur any vacancy on the Board:

- (a) the Person or Persons entitled under Clause 3.1 to appoint such Director whose death, disability, retirement, resignation or removal resulted in such vacancy, subject to the provisions of Clause 3.1, shall have the exclusive right to appoint another individual (the “**Replacement Nominee**”) to fill such vacancy and serve as a Director; and
- (b) subject to Clause 3.1, each Shareholder agrees that if it is then entitled to vote for the election of the Directors, it shall vote all of its Company Securities, or execute proxies

or written consents, as the case may be, in order to ensure that the Replacement Nominee be elected to the Board.

3.4. **Meetings of the Board of Directors**

- (a) The Board shall hold a regularly scheduled meeting at least once every calendar quarter. The Directors may participate in any meetings of the Board or any committee thereof through remote communication device where the participants can hear one another, and the Company shall at all times facilitate the participation of the Directors by teleconference or other remote communication device if such Persons are not physically present.
- (b) The Company shall reimburse reasonable out-of-pocket expenses incurred by each Director in connection with attending regular and special meetings of the Board and any committee thereof, if applicable.
- (c) The Company agrees to give each Director (by mail or otherwise) notice and the agenda for each meeting of the Board or any committee thereof at least 10 Business Days prior to such meeting, or such shorter period as may be agreed to by all Directors.

3.5. **Action by the Board**

- (a) A quorum of the Board shall consist of two Directors, at least one of whom must be an Existing Shareholder Director and one of whom must be a New Shareholder Director. If at any meeting of the Board, a quorum is not present within one hour of the time appointed for a meeting or ceases to be present at any time during the meeting, the meeting shall stand adjourned to the same place and time at least five Business Days after the original date set for such meeting of the Board, provided that notice of such reconvened meeting shall be given at least three Business Days prior to such meeting to all Directors. If at the reconvened meeting after such adjournment, a quorum is not present within one hour of the time appointed for the meeting, the Directors present at the adjourned meeting shall constitute a quorum.
- (b) Subject to Clause 3.6, all actions of the Board shall require (i) the affirmative vote of at least a simple majority of the Directors present at a duly-convened meeting of the Board at which a quorum is present or (ii) the unanimous written consent of the Board; *provided* that, if there is a vacancy on the Board and an individual has been nominated to fill such vacancy, the first order of business shall be to fill such vacancy.

3.6. **Reserved Matters**

As long as the New Shareholder and its Affiliates together hold at least 10% of the issued and outstanding Shares (calculated on a non-diluted basis), each party hereto shall not, and the Existing Shareholder (to the extent that it holds the majority of the issued and outstanding Shares (calculated on a non-diluted basis)) shall procure, and each of the New Shareholder and the Existing Shareholder (to the extent that the Existing Shareholder does not hold the majority of the issued and outstanding Shares (calculated on a non-diluted basis)) shall exercise all rights and powers it has under this agreement and the Memorandum and Articles of Association to procure, that no Group Company or any director or officer of a Group Company shall, take any action with respect to, or take any action that would have the effect

of, the matters set out in Schedule 1 (the “**Reserved Matters**”) without the prior written approval of the Existing Shareholder and the New Shareholder.

3.7. **Consultation Rights**

The Company shall consult the New Shareholder prior to any appointment, replacement or termination of any Executive Director, the Head of Finance or the Head of Global Freight Management of the Company.

3.8. **Memorandum and Articles**

If any provision in the Memorandum and Articles is inconsistent with this agreement, the provisions of this agreement shall prevail over such provision of the Memorandum and Articles as among the Shareholders. Each Shareholder agrees to vote all of its Company Securities or execute proxies or written consents, as the case may be, and to take all other actions necessary, to ensure that the Memorandum and Articles (a) facilitate, and do not at any time conflict with, any provision of this agreement, (b) permit each Shareholder to receive the benefits to which each such Shareholder is entitled under this agreement, and (c) (if required) are filed and registered with the applicable Governmental Authority as soon as reasonably practicable after the date of this agreement.

3.9. **Disclosure by Directors**

Each party hereto agrees that any Director shall be entitled to disclose all matters concerning the Group and its business (including matters discussed at meetings of the Board or information provided to such Director in his/her capacity as such) to the Shareholder nominating such Director to the extent that such disclosure (i) will not violate any Applicable Law, (ii) will not have the effect of compromising privileges, and (iii) will not result in a breach of fiduciary duties by such Director, provided that the parties to this agreement acknowledge that disclosure by any Director of any such information to the Shareholder nominating such Director for use by such Shareholder in accordance with this agreement shall be deemed not to be in violation of any Applicable Law and not to result in any breach of fiduciary duties of such Director.

4. **REGISTRATION RIGHTS**

In the event that the Company intends to effect an IPO in the United States of America, the Company shall, prior to the completion of such IPO, promptly enter into a registration rights agreement with the Existing Shareholder and the New Shareholder containing customary registration rights, market standard indemnities and other customary provisions, including customary demand and piggyback registration rights and S-3 or F-3 registration rights; *provided* that each of the Existing Shareholder and the New Shareholder agrees, that if any registration of Company Securities shall be effected in connection with a IPO, neither the Company nor any of the Existing Shareholder or the New Shareholder shall effect any public sale or distribution, including any sale pursuant to Rule 144 under the Securities Act of 1933 (as amended), of Company Securities (except as part of such IPO) during the period beginning 14 days prior to the effective date of the applicable registration statement until the earlier of (i) such time as the Company and the lead managing underwriter shall agree and (ii) 180 days, subject to customary carve-outs to such lock-up.

5. INFORMATION RIGHTS

5.1. Information Rights

- (a) For so long as the New Shareholder and its Affiliates hold in aggregate at least 5% of the then issued and outstanding Company Securities (calculated on a non-diluted basis), the Company shall provide to the New Shareholder:
 - (i) audited annual consolidated financial statements of the Group, within 90 days after the end of each fiscal year;
 - (ii) unaudited monthly management accounts of the Group (comprising an abridged turnover summary, contribution summary, working capital summary and capex summary), within 30 days of the end of each month;
 - (iii) an annual consolidated budget and business plan of the Group for the relevant fiscal year, tabled at the first Board meeting in the applicable fiscal year; and
 - (iv) such other information relating to the financial condition of the Group Companies as required by the New Shareholder in order to satisfy a requirement (i) under any Applicable Law, (ii) under any applicable accounting standard or (iii) of any regulator, as soon as reasonably practicable upon the written request by the New Shareholder.
- (b) For so long as the New Shareholder and its Affiliates hold in aggregate at least 5% of the then issued and outstanding Company Securities (calculated on a non-diluted basis), the Company shall provide such other information relating to the business of the Group Companies as the New Shareholder may reasonably request in connection with the New Shareholder's analysis or management of its investment portfolio, as soon as reasonably practicable upon the written request by the New Shareholder.

5.2. Inspection Rights

For so long as the New Shareholder and its Affiliates hold in aggregate at least 5% of the then issued and outstanding Company Securities (calculated on a non-diluted basis), the New Shareholder shall have (i) the right to inspect sites, premises, facilities, records and books of the Company and any of its Subsidiaries at any time during regular working hours on reasonable prior notice to the Company, and (ii) the right to discuss the business, operations and conditions of the Company and any of its Subsidiaries with its directors, officers, employees, auditors and advisors, *provided* that the New Shareholder shall procure such directors, officers, employees, auditors or advisors to comply with Clause 8.5 and 8.6 of this agreement.

6. TRANSFER RIGHTS AND RESTRICTIONS

6.1. General Restrictions on Transfer

Each Shareholder agrees that it shall not Transfer any Company Securities (or solicit any offers in respect of any Transfer of any Company Securities), except in compliance with Applicable Law and the terms and conditions of this agreement.

- (a) Any attempt to Transfer any Company Securities not in compliance with this agreement shall be null and void, and the Company shall not, and shall cause any transfer agent not to, give any effect in the Company's register of members or equivalent documents to such attempted Transfer.
- (b) Each Shareholder agrees not to circumvent or otherwise avoid the transfer restrictions or intent thereof set forth in this agreement, whether by holding any Company Securities indirectly through another Person (including a holding company) or by causing or effecting, directly or indirectly, the Transfer or issuance of any Company Securities by any such Person (including a holding company), or otherwise. The Shareholders further agree that, so long as they are bound by this agreement, the Transfer, sale or issuance of any equity securities (including options or other rights to acquire such securities) of any holding company through which it holds any Company Securities without the prior written consent of the other parties hereto (excluding the Company) shall be prohibited. Any purported Transfer, sale or issuance of any such equity securities of any such holding company in contravention of this agreement shall be void and ineffective for any and all purposes and shall not confer on any transferee or purported transferee any rights whatsoever. No party hereto, including the Company, shall recognize any such Transfer, sale or issuance or change in beneficial ownership of the Company; and to the extent any such Transfer, sale or issuance is successful, the rights of the transferring Shareholder under this agreement shall immediately be deemed to be terminated and of no further force and effect.

6.2. Permitted Transferees

The Existing Shareholder and the New Shareholder may transfer any or all of its Company Securities to one or more of its Permitted Transferees, *provided* that such Permitted Transferee shall have agreed in writing to be bound by the terms of this agreement in the form of Exhibit A attached hereto and *provided further* that if such Permitted Transferee ceases to be a Permitted Transferee, such Permitted Transferee shall, and the transferring Shareholder shall, prior to its ceasing to be a Permitted Transferee, Transfer back all Company Securities held by such Person to the Shareholder who had Transferred such Company Securities or any other Permitted Transferee designated by such Shareholder.

6.3. Lock-up

During a period of 42 months from Completion (“**Lock-up Period**”), neither the Existing Shareholder nor the New Shareholder shall Transfer any of its Company Securities, except:

- (a) to one or more of its Permitted Transferees, *provided* that such Permitted Transferee shall have agreed in writing to be bound by the terms of this agreement in the form of Exhibit A attached hereto and *provided further* that if such Permitted Transferee ceases to be a Permitted Transferee, such Permitted Transferee shall, and the transferring Shareholder shall, prior to its ceasing to be a Permitted Transferee, Transfer back all Company Securities held by such Person to the Shareholder who had Transferred such Company Securities or any other Permitted Transferee designated by such Shareholder; or
- (b) in respect of an IPO to be effected in accordance with the terms of this agreement.

6.4. **Transfer after Expiry of the Lock-up Period**

After the expiry of the Lock-up Period:

- (a) the Existing Shareholder shall be entitled to Transfer all or part of its Company Securities subject to Clauses 6.6 or 6.7, and exercise its right under Clause 6.8; and
- (b) the New Shareholder shall be entitled to Transfer all or part of its Company Securities, subject to Clause 6.7. Any transferee of all (but not part) of the Company Securities held by the New Shareholder shall be entitled to the rights of the New Shareholder under this agreement.

6.5. **Transfer to Competitors Prohibited**

Notwithstanding anything to the contrary herein, the New Shareholder shall not be permitted to Transfer any of its Company Securities to any Competitor or Strategic Competitor, except with the prior written consent of the Existing Shareholder.

6.6. **Tag-Along Rights**

Without prejudice to Clause 6.2 and subject to Clause 6.6(g), if the Existing Shareholder (the “**Tag-Along Seller**”) proposes to Transfer, in a single transaction or a series of related transactions, any Company Securities (a “**Tag-Along Sale**”), the Tag-Along Seller shall provide the New Shareholder written notice of the terms and conditions of such proposed Transfer (the “**Tag-Along Notice**”) and offer the New Shareholder the opportunity to participate in such Transfer in accordance with this Clause 6.6 (the “**Tag-Along Offer**”).

- (a) The Tag-Along Notice shall identify (i) the total number and class of Company Securities proposed to be purchased by the Tag-Along Transferee, (ii) the number of Shares the Tag-Along Seller then owns, (iii) the name and address of the proposed transferee (the “**Tag-Along Transferee**”), (iv) the consideration for which the Transfer is proposed to be made, and (v) all other material terms and conditions of the Tag-Along Offer, including a draft form of all proposed agreements regarding the Tag-Along Sale, if any.
- (b) The New Shareholder (the “**Tagging Person**”) shall have the right (a “**Tag-Along Right**”), exercisable by written notice (a “**Tag-Along Response Notice**”) given to the Tag-Along Seller within 20 Business Days after its receipt of the Tag-Along Notice (the “**Tag-Along Notice Period**”), to request that the Tag-Along Seller include in the proposed Transfer up to a number of Company Securities representing the New Shareholder’s Tag-Along Portion for the same consideration and on the same terms and conditions as set forth in the Tag-Along Notice; *provided* that (i) the Tagging Person shall be entitled to include in the Tag-Along Sale no more than its Tag-Along Portion of Company Securities, (ii) the Tag-Along Seller shall be entitled to include in the Tag-Along Sale up to the number of Company Securities proposed to be purchased by the Tag-Along Transferee as set forth in the Tag-Along Notice (reduced so that the Tagging Person shall be able to include all of its Tag-Along Portion); and (iii) the Tagging Person shall not be obligated in connection with the Tag-Along Sale (x) to pay any amount with respect to any liabilities arising from the representations and warranties severally made by it in excess of its share of the total consideration paid by the Tag-Along Transferee or (y) to make any representations or warranties

other than with respect to itself and title to its Company Securities. Each Tag-Along Response Notice shall include wire transfer or other instructions for payment of any consideration for the Company Securities being Transferred in such Tag-Along Sale. Delivery of the Tag-Along Response Notice shall constitute an irrevocable acceptance of the Tag-Along Offer by the Tagging Person, subject to the provisions of this Clause 6.6. If at the expiration of the Tag-Along Notice Period, the New Shareholder has not elected to participate in the Tag-Along Sale, the New Shareholder shall be deemed to have waived its rights under Clause 6.6(b) with respect to the Transfer of its Company Securities pursuant to such Tag-Along Sale.

- (c) Closing of the sale and purchase of the relevant number of the Company Securities by the Tag-Along Seller and the Tagging Person (“**Tag-Along Closing**”) shall occur simultaneously no later than 150 days after receipt of such Tag-Along Notice by the Tagging Person (which 150-day period shall be extended if any of the transactions contemplated by the Tag-Along Offer are subject to regulatory approval under Applicable Law (including the HK Listing Rules, as applicable) until the expiration of five Business Days after all such approvals have been received, but in no event later than 180 days following receipt of the Tag-Along Notice by the Tagging Person). If the Tag-Along Seller has not completed the Transfer of all Company Securities proposed to be sold by the Tag-Along Seller and the Tagging Person on substantially the same terms and conditions set forth in the Tag-Along Notice on or before the expiry of the period referred to in the immediately preceding sentence, all the restrictions on Transfer contained in this Clause 6.6 with respect to such Company Securities shall again become effective, and no Transfer of Company Securities may be made by the Tag-Along Seller thereafter without again making an offer to the New Shareholder in accordance with this Clause 6.6.
- (d) At Tag-Along Closing, the Tagging Person shall deliver to the Tag-Along Seller the certificates or other applicable instruments representing the Company Securities of the Tagging Person to be included in the Tag-Along Sale. At Tag-Along Closing, the Tag-Along Seller shall (i) notify the Tagging Person thereof, (ii) remit to the Tagging Person the total consideration for the Company Securities of the Tagging Person Transferred pursuant thereto *less* the Tagging Person’s *pro rata* share of any escrows, holdbacks or adjustments in purchase price and any transaction expenses, with the cash portion of the purchase price paid by wire transfer of immediately available funds in accordance with the wire transfer instructions in the applicable Tag-Along Response Notice and (iii) furnish such other evidence of the completion and the date of completion of such transfer and the terms thereof as may be reasonably requested by the Tagging Person. The Tag-Along Seller shall promptly remit to the Tagging Person any additional consideration payable upon the release of any escrows, holdbacks or adjustments in purchase price.
- (e) If (i) the Tagging Person declines to exercise its Tag-Along Rights or (ii) the Tagging Person elects to exercise its Tag-Along Rights with respect to less than the Tagging Person’s Tag-Along Portion, the Tag-Along Seller shall be entitled to Transfer, pursuant to the Tag-Along Offer, a number of Company Securities held by it up to (x) (in the case of (i)) the total number of Company Securities proposed to be Transferred to the Tag-Along Transferee as set forth in the Tag-Along Notice, or (ii) (in the case of (ii)) the total number of Company Securities proposed to be Transferred to the Tag-Along Transferee as set forth in the Tag-Along Notice (reduced so that the Tagging

Person shall be able to include such portion of the Tagging Person's Tag-Along Portion with respect to which Tag-Along Rights were exercised).

- (f) Notwithstanding anything contained in this Clause 6.6(f), there shall be no liability on the part of the Tag-Along Seller to the Tagging Person or any other Person if the Transfer of Company Securities pursuant to Clause 6.6 is not consummated for whatever reason; *provided* that where the Tagging Person has elected to exercise its Tag-Along Right and the Tag-Along Transferee fails to purchase the relevant Company Securities from the Tagging Person simultaneously with the proposed Transfer by the Tag-Along Seller through no fault or negligence on the part of the Tagging Person, the Tag-Along Seller shall not make the proposed Transfer, and if purported to be made, such Transfer shall be void. Whether to effect a Transfer of Company Securities pursuant to this Clause 6.6 by the Tag-Along Seller is in the sole and absolute discretion of the Tag-Along Seller.
- (g) The provisions of this Clause 6.6 shall not apply to any proposed Transfer of Company Securities by the Tag-Along Seller (i) in an IPO to be effected in accordance with this agreement or (ii) to a Permitted Transferee in accordance with this agreement.

6.7. **Right of First Offer**

- (a) Without prejudice to Clause 6.2 and subject to Clause 6.7(e), if any Shareholder proposes to Transfer any Company Securities to any third party (other than any of its Permitted Transferees), such Shareholder (the "**Offeror**") shall give a written notice (a "**Notice**") to the other Shareholder (the "**Offeree**") and to the Company that the Offeror desires to make such Transfer and that sets forth the number and kind of Company Securities proposed to be Transferred by the Offeror (the "**Offered Securities**"). If the Offeree wishes to purchase the Offered Securities, it shall within 20 Business Days following the receipt of the Notice (such 20th Business Day, the "**Offer Closing Date**"), send a written notice to the Offeror and the Company, to purchase all, but not less than all, of the Offered Securities (an "**Offer Notice**"), which notice shall state the cash price per Share that the Offeree proposes to pay for such Offered Securities ("**Offer Price**") and the material terms and conditions upon which the proposed purchase is to be made.
- (b) The giving of an Offer Notice to the Offeror and the Company shall constitute an offer (the "**Offer**") by the Offeree to purchase all of the Offered Securities for cash at the Offer Price and on the other terms set forth in the Offer Notice. The Offeror shall have 60 days following receipt of the Offer Notice (the "**Offer Period**") to accept such Offer to sell in aggregate all, but not less than all, of the Offered Securities by giving a notice of acceptance (the "**Acceptance**") to the Offeree prior to the expiration of the Offer Period. If the Offeror fails to send the Acceptance to the Offeree within the Offer Period, the Offeror shall be deemed not to have accepted the Offer. For the avoidance of doubt, the Offeror shall not be obligated to accept any Offer.
- (c) If the Offeror sends the Acceptance to the Offeree within the Offer Period, the Offeree shall purchase and pay, by wire transfer of immediately available funds to an account designated by the Offeror (which account shall be notified to the Offeree at least five (5) Business Days prior to the proposed closing date of the Transfer of the Offered Securities), for all Offered Securities within 20 Business Days after the date of the Acceptance; *provided* that, if the Transfer of such Offered Securities is subject to any

prior regulatory approval under Applicable Law (including the HK Listing Rules, as applicable), the time period during which such Transfer may be consummated shall be extended until the expiration of five Business Days after all such approvals shall have been received, but in no event later than 180 days following receipt of the Offer Notice by the Offeror. The Offeree may assign its right to acquire any Offered Securities pursuant to this Clause 6.7 to one or more of its Affiliates and/or one or more third parties (which for the avoidance of doubt may include Competitors and/or Strategic Competitors).

- (d) If (i) no Offer is made on or before the Offer Closing Date, then from the Offer Closing Date, or (ii) no Offer is accepted or is deemed not have been accepted within the Offer Period, then from the date on which the Offeror sends a written notice to the Offeree declining the Offer or the expiry of the Offer Period (whichever is earlier), the Offeror shall have a 180-day period thereafter during which to effect a Transfer of all of the Offered Securities to any Person, *provided* that (x) if an Offer is received on or before the Offer Closing Date, the cash price per Share at which the Offered Securities are Transferred to any Person shall be higher than the Offer Price; and (y) if no Offer is made on or before the Offer Closing Date, there shall be no minimum sale price; *provided further* that, if the Transfer is subject to regulatory approval under Applicable Law (including the HK Listing Rules, as applicable), such 180-day period shall be extended until the expiration of five Business Days after all such approvals shall have been received, but in no event shall such 180-day period be extended for more than an additional 180 days. If the Offeror does not consummate the Transfer of the Offered Securities in accordance with the foregoing time limitations, then the right of the Offeror to effect the Transfer of such Offered Securities pursuant to this Clause 6.7(d) shall terminate and the Offeror shall again comply with the procedures set forth in this Clause 6.7 with respect to any proposed Transfer of Company Securities.
- (e) The provisions of this Clause 6.7 shall not apply to any proposed Transfer of Company Securities by the Offeror (i) in an IPO to be effected in accordance with this agreement, (ii) to a Permitted Transferee in accordance with this agreement or (iii) in a Drag-Along Sale in accordance with this agreement.

6.8. Drag-Along Rights

- (a) Without prejudice to Clause 6.2, if the Existing Shareholder (the “**Drag-Along Seller**”) proposes to Transfer a number of its Company Securities to one or more third parties (other than any of its Permitted Transferees) for cash consideration in a *bona fide* transaction which shall result in the Existing Shareholder and its Affiliates ceasing to Control the Company (a “**Drag-Along Sale**”), the Drag-Along Seller may at its option (the “**Drag-Along Rights**”) require the New Shareholder to Transfer a number of Company Securities equal to the Drag-Along Portion of the New Shareholder in the Drag-Along Sale (the “**Dragged Shares**”) and to take all other actions necessary to consummate the Drag-Along Sale; *provided* that (i) the Drag-Along Sale shall result in an IRR to the New Shareholder equal to or in excess of 15% on the Investment Amount, and (ii) the New Shareholder shall not be obligated in connection with the Drag-Along Sale (x) to pay any amount with respect to any liabilities arising from the representations and warranties severally made by it in excess of its share of the total consideration paid by the Drag-Along Transferee or (y) to make any representations or warranties other than with respect to itself and title to its Company Securities.

- (b) If the Drag-Along Seller elects to exercise its Drag-Along Rights, the Drag-Along Seller shall provide notice of such Drag-Along Sale to the New Shareholder (a “**Drag-Along Sale Notice**”) not later than 15 Business Days prior to the proposed Drag-Along Sale. The Drag-Along Sale Notice shall identify (i) the purchaser in the Drag-Along Sale (“**Drag-Along Transferee**”), (ii) the number and class of Company Securities subject to the Drag-Along Sale, (iii) the consideration for which a Transfer is proposed to be made which shall be in cash only (the “**Drag-Along Sale Price**”), (iv) the number of Shares the Drag-Along Seller then owns, and (v) all other material terms and conditions of the Drag-Along Sale. The New Shareholder shall be required to participate in the Drag-Along Sale on, subject to Clause 6.8(a), the terms and conditions set forth in the Drag-Along Sale Notice and to tender its Company Securities as set forth below.
- (c) No later than five (5) Business Days prior to the Drag-Along Closing, the New Shareholder shall deliver to a representative of the Drag-Along Seller designated in the Drag-Along Sale Notice the wire transfer or other instructions for payment of the consideration for the Dragged Shares. At Drag-Along Closing, the New Shareholder shall deliver to a representative of the Drag-Along Seller designated in the Drag-Along Sale Notice (i) the duly executed transfer form(s) together with the relevant certificate(s) representing the Dragged Shares, and/or (ii) the original counterpart of the share sale agreement duly executed by the New Shareholder. If the New Shareholder fails to deliver the duly executed transfer form(s) or the duly executed share sale agreement in accordance with this Clause 6.8(c) by Drag-Along Closing, the Company (subject to Clause 6.8(e)) shall cause the books and records of the Company to show that such Company Securities are bound by the provisions of this Clause 6.8 and that such Company Securities shall be Transferred to the Drag-Along Transferee immediately upon surrender for Transfer by the holder thereof.
- (d) The Drag-Along Seller shall have a period of 120 days from the date of delivery of the Drag-Along Sale Notice to consummate the Drag-Along Sale on the terms and conditions set forth in such Drag-Along Sale Notice (such closing of the Drag-Along Sale, “**Drag-Along Closing**”); *provided* that, if such Drag-Along Sale is subject to regulatory approval under Applicable Law (including the HK Listing Rules, as applicable), such 120-day period shall be extended until the expiration of five Business Days after all such approvals have been received, but in no event later than 180 days following the date of delivery of the Drag-Along Sale Notice; *provided* further, that the closing of the sale of the relevant number of the Company Securities by the Drag-Along Seller and the New Shareholder shall occur simultaneously. If the Drag-Along Sale shall not have been consummated during such period, all the restrictions on Transfer contained in this agreement or otherwise applicable at such time with respect to such Company Securities owned by the New Shareholder shall again be in effect.
- (e) At Drag-Along Closing, the Drag-Along Seller shall remit to the New Shareholder the total consideration for the Company Securities of the New Shareholder Transferred pursuant thereto *less* the New Shareholder’s *pro rata* share of any escrows, holdbacks or adjustments in purchase price and any transaction expenses paid by wire transfer of immediately available funds in accordance with the wire transfer instructions to be provided by the New Shareholder and (i) furnish such other evidence of the completion and the date of completion of such transfer and the terms thereof as may

be reasonably requested by the New Shareholder. The Drag-Along Seller shall promptly remit to the New Shareholder any additional consideration payable upon the release of any escrows, holdbacks or adjustments in purchase price.

- (f) Notwithstanding anything contained in this Clause 6.8, there shall be no liability on the part of the Drag-Along Seller to the New Shareholder or any other Person if the Transfer of Company Securities pursuant to this Clause 6.8 is not consummated for whatever reason, regardless of whether the Drag-Along Seller has delivered a Drag-Along Sale Notice. Whether to effect a Transfer of Company Securities pursuant to this Clause 6.8 by the Drag-Along Seller is in the sole and absolute discretion of the Drag-Along Seller.

7. **PRE-EMPTIVE RIGHTS**

- (a) The Company shall not issue any Company Securities to any Person unless the Company has offered to each Shareholder in accordance with the provisions of this Clause 7. Subject to Clause 7(f), the Company shall give each Shareholder written notice (an “**Issuance Notice**”) of any proposed issuance by the Company of any Company Securities to any Person (the “**Proposed Recipient**”) at least 30 days prior to the proposed issuance date. The Issuance Notice shall specify (i) the number, type and terms of the securities to be issued; (ii) the price at which such Company Securities are to be issued, (iii) the calculation of each Shareholder’s Pro Rata Share, and (iv) the other material terms of the issuance. Subject to Clause 7(f) below, each Shareholder shall be entitled to purchase up to such Shareholder’s Pro Rata Share of the Company Securities proposed to be issued (“**Pre-emptive Rights**”), and to oversubscribe if any other Shareholder elects not to purchase its Pro Rata Share (“**Oversubscription Rights**”), at the price and on the terms specified in the Issuance Notice.
- (b) Each Shareholder who desires to purchase any or all of its Pro Rata Share of the Company Securities specified in the Issuance Notice shall deliver notice to the Company (each, an “**Exercise Notice**”) of its election to purchase such Company Securities within 20 Business Days after receipt of the Issuance Notice (the “**Issuance Notice Period**”). The Exercise Notice shall specify the number (or amount) of Company Securities to be purchased by such Shareholder (including the number (or amount) of Company Securities that such Shareholder is willing to take up in excess of its Pro Rata Share pursuant to the Oversubscription Rights) and shall constitute exercise by such Shareholder of its rights under this Clause 7 and a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number (or amount) of Company Securities (including any excess thereof) specified in the Exercise Notice. At the expiration of the Issuance Notice Period, any Shareholder who has not delivered an Exercise Notice to the Company shall be deemed to have waived all of its rights under this Clause 7 with respect to the purchase of such Company Securities in such proposed issuance. Promptly and in any event within two Business Days following the expiration of the Issuance Notice Period, the Company shall deliver to each Shareholder a copy of all Exercise Notices it received.
- (c) If any Shareholder fails to exercise its Pre-emptive Rights under this Clause 7 or elects to exercise such rights with respect to less than such Shareholder’s Pro Rata Share, within one Business Days following the expiration of the Issuance Notice Period, the Company shall notify the other Shareholder if such Shareholder has delivered an

Exercise Notice to exercise its rights to purchase its entire Pro Rata Share, that such Shareholder shall be entitled to purchase from the Company such number of Company Securities with respect to which the first-mentioned Shareholder has not exercised its Pre-emptive Rights; *provided*, that no Shareholder shall be required to purchase more Company Securities above its Pro Rata Share than the number of additional Company Securities that such Shareholder has indicated its agreement to take up in its Exercise Notice.

- (d) The Company shall have 90 days from the expiry of the Issuance Notice Period (if no Exercise Notice has been delivered) or the Pre-emptive Closing Date (if one or more Exercise Notice has been delivered) to consummate the proposed issuance of any or all of such Company Securities that the Shareholders have not elected to purchase in accordance with their Pre-emptive Rights and Oversubscription Rights at the price and upon terms that are not less favourable to the Company than those specified in the Issuance Notice with respect to the implied valuation of the Company in the issue of such Company Securities, the consideration payable for such Company Securities, the rights and privileges attached to such Company Securities and all rights and obligations of a holder of such Company Securities with respect to any matter contemplated in this agreement or the Memorandum and Articles of Association or that would customarily be included in a shareholders' agreement or constitutional documents of a company; *provided* that, if such issuance is subject to regulatory approval under Applicable Law (including the HK Listing Rules, as applicable), such 90-day period shall be extended until the expiration of five Business Days after all such approvals have been received, but in no event later than 180 days after the expiry of the Issuance Notice Period (if no Exercise Notice has been delivered) or the Pre-emptive Closing Date (if one or more Exercise Notice has been delivered). If the Company proposes to issue any such Company Securities after such 180-day period, it shall again comply with the procedures set forth in this Clause 7.
- (e) Each Shareholder electing to exercise its Pre-emptive Right ("**Electing Shareholder**") and the Company shall consummate the sale and purchase of the relevant Company Securities by such Electing Shareholder (such date, the "**Pre-emptive Closing Date**") no later than 10 Business Days (but no earlier than five Business Days) after the expiry of the Issuance Notice Period; *provided* that if such issuance is subject to regulatory approval under Applicable Law, such 10 Business Day period shall be extended until the expiration of five Business Days after all such approvals have been received, but in no event later than 180 days following receipt of the Issuance Notice. At the consummation of the issuance of such Company Securities, the Company shall (if applicable) deliver a copy of its register of members updated to reflect such issuance and issue certificates representing the Company Securities to be purchased by each Electing Shareholder pursuant to this Clause 7 and registered in the name of such Electing Shareholder, against payment by such Electing Shareholder of the purchase price for such Company Securities in accordance with the terms and conditions as specified in the Issuance Notice.
- (f) Notwithstanding the foregoing, no Shareholder shall be entitled to purchase Company Securities as contemplated by this Clause 7 in connection with issuances of Company Securities:

- (i) to employees of the Company or any Subsidiary pursuant to employee benefit plans or arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements);
 - (ii) in connection with any bona fide, arm's-length restructuring of the Company or any Subsidiary where (x) such restructuring is effected for the purpose of effecting an IPO, (y) each Shareholder will have the same shareholding percentage (on a fully-diluted basis) it had in the Company immediately prior to such restructuring in the restructured entity(ies) that own(s), directly or indirectly, the Business following such restructuring, and (iii) the interest of the Shareholders are not materially prejudiced;
 - (iii) in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction otherwise conducted in compliance with this agreement; or
 - (iv) in connection with any share split, share dividend, reclassification or other similar event duly approved by the Shareholders in accordance with this agreement.
- (g) If any Shareholder fails to give the notice required under this Clause 7 solely because of the Company's failure to comply with the notice provisions under this Clause 7, then the Company shall not issue any Company Securities to the Proposed Recipient, and any purported issuance of such Company Securities shall be void. The Company shall not be obligated to consummate any proposed issuance of Company Securities, nor be liable to any Shareholder if the Company has not consummated any proposed issuance of Company Securities pursuant to this Clause 7 for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notices in respect of such proposed issuance.

8. CERTAIN COVENANTS AND AGREEMENTS

8.1. Qualified IPO

- (a) From and upon the expiry of 24 months from Completion, at each meeting of the Board thereafter, information, progress and developments regarding a Qualified IPO shall be tabled for discussion at the Board meeting. If necessary or appropriate, members of the executive management of the Company may be invited to attend such meetings of the Board to discuss such information, progress and/or developments and to answer any questions that the Board may have regarding a Qualified IPO.
- (b) The Company and the Existing Shareholder shall use their best efforts to consummate a Qualified IPO as soon as possible within 42 months from Completion (the "**Qualified IPO Period**"), subject to market conditions, and shall not consummate any IPO which is not a Qualified IPO during the Qualified IPO Period. The Company and the Existing Shareholder shall regularly provide the New Shareholder with reasonable details of the status and pricing of any Qualified IPO, including providing to the New Shareholder any listing application document or any update thereof promptly upon its submission to the relevant securities exchange. The Existing Shareholder and the Company shall, and shall ensure that the Existing Shareholder Directors will, at all times (both before and after a Qualified IPO) take all actions

reasonably requested by the New Shareholder in order to facilitate liquidity for the New Shareholder, including facilitating due diligence investigation by potential purchasers, participating in "road shows" and other management presentations.

- (c) Each Shareholder shall be entitled to participate in any secondary sale of Shares or Company Securities in a Qualified IPO on a *pro rata* basis according to the number of Shares or Company Securities then held by each Shareholder, *provided* that if the Existing Shareholder fails to exercise its rights under this Clause 8.1(c) or elects to exercise such rights with respect to less than the Existing Shareholder's Pro Rata Share, the Company shall notify the New Shareholder that the New Shareholder shall be entitled to participate in the secondary sale of Shares or Company Securities in such Qualified IPO with respect to which the Existing Shareholder has not exercised its rights under this Clause 8.1(c).
- (d) In the event that a Qualified IPO is not consummated during the Qualified IPO Period, the Company shall use its best efforts to assist the New Shareholder in achieving the consummation of a sale of all or part of the Company Securities held by the New Shareholder (the "Sale") and take all actions reasonably requested by the New Shareholder in order to facilitate the Sale; *provided* that (i) such Sale shall be subject to Clause 6.7 and (ii) the proposed transferee in such Sale shall not be any Competitor or Strategic Competitor without the prior written approval of the Existing Shareholder.
- (e) In the event that the Offer made by the New Shareholder pursuant to Clause 6.7 with respect to the Sale is not accepted by the Existing Shareholder, the Existing Shareholder shall be entitled to participate in any auction process with respect to such Sale, *provided* that the Existing Shareholder shall not take any action which will frustrate or otherwise adversely affect the auction process.
- (f) In the event that a Qualified IPO is not consummated during the Qualified IPO Period, the Company may thereafter, in its sole discretion, seek to effect an IPO, provided that such IPO shall result in an IRR to the New Shareholder (after giving effect to such IPO) equal to or in excess of 10% on the Investment Amount. The New Shareholder shall cooperate with the Existing Shareholder in good faith to achieve the consummation of such an IPO.

8.2. **Future Funding**

The Board shall from time to time evaluate the capital needs of the Group, and in the event it is determined that such capital needs shall be financed through further equity issuances by the Company, such issuances shall be subject to the provisions in Clause 7. If the Company has funding requirements which are outside the ordinary course of business of the Group, the incurrence or payment of which would result in less than 20% of the Company's annual net profit after tax with respect to a Fiscal Year being available to be distributed, the Company shall not, and the Existing Shareholder shall procure the Company not to, incur or pay any such funding requirements without the prior written consent of the New Shareholder.

8.3. **Dividend Policy**

Subject to Applicable Law and the Dividend Policy, the Board may from time to time determine to declare and pay dividends to any of the Shareholders. The New Shareholder

shall have the same rights to dividends distribution as the Existing Shareholder in proportion to the Shares held by the New Shareholder (on a non-diluted basis). No declaration or payment of any dividend otherwise than in accordance with the Dividend Policy shall be made without the prior consent of the New Shareholder.

8.4. **Employee Incentives**

- (a) The Company shall establish a share incentive scheme in the form of share or share-based awards or share options (the “**Share Incentive Scheme**”) to be adopted within 12 months from Completion, pursuant to which the eligible persons of the Group may receive share or share-based awards or share options to be issued by the Company which are convertible into Shares upon an IPO, as determined from time to time by the Board; *provided* that the aggregate number of Shares underlying such share or share-based awards or share options shall not exceed a maximum percentage of the issued share capital of the Company as of the date hereof to be agreed by the Existing Shareholder and the New Shareholder. Each eligible person of the Group who receives such share or share-based awards or share options shall be responsible for compliance with Applicable Law, including promptly filing and paying, any taxes under Applicable Law.
- (b) In the event that the Share Incentive Scheme requires the approval by the shareholders of the Existing Shareholder pursuant to the HK Listing Rules, the Existing Shareholder agrees to convene a general meeting for the approval of the Share Incentive Scheme within such time as agreed between the Existing Shareholder and the New Shareholder and subject to the HK Listing Rules.

8.5. **Confidentiality**

Each Shareholder shall keep confidential and shall not disclose, and shall direct those of its Affiliates and its and their respective directors, officers, partners, members, employees, attorneys, accountants, consultants, trustees and advisors (the “**Representatives**”) to keep confidential and not disclose, (i) any non-public information, with respect to the Company or any of its Subsidiaries, (ii) the terms of this agreement and the Memorandum and Articles and the identities of the Shareholders and their respective Affiliates, *provided* that a Shareholder may disclose:

- (a) any such information as has become generally available to the public other than as a result of the breach of this Clause 8.5 by such Shareholder or any Representative of such Shareholder;
- (b) any such information as required by Applicable Law (including the HK Listing Rules, as applicable) or to a Governmental Authority, *provided* that such Shareholder shall, to the extent permitted by Applicable Law and without compromising privileges, give prior notice thereof to the other parties;
- (c) any such information that is reasonably required in connection with any tax audit involving the Shareholder;
- (d) any such information that is reasonably required in connection with any legal proceedings against or involving the Shareholder;

- (e) any such information to its Representatives, so long as such Persons are advised of the confidentiality obligations contained herein;
- (f) any such information to its proposed transferee provided that such proposed transferee has undertaken to it in writing to maintain confidentiality; and
- (g) with the prior consent in writing of the other parties to this agreement.

8.6. Material Non-public Information

Without limiting the foregoing, each Shareholder acknowledges that notices and reports to Shareholders hereunder may contain material non-public information concerning, among other things, the Company and/or its Subsidiaries. The New Shareholder acknowledges that it is aware of its obligations under all Applicable Laws relating to unpublished, price-sensitive information, insider dealing and market abuse.

8.7. Books and Records

- (a) The Company shall, and the Existing Shareholder shall use its reasonable best efforts to cause the Company to, keep proper books and records, in which full and correct entries shall be made of all financial transactions and the assets and business of the Company in accordance with the Accounting Standards, applied on a consistent basis.
- (b) Each the Company and the Existing Shareholder shall use its reasonable efforts to procure each other Group Company to keep proper books and records, in which full and correct entries shall be made of all financial transactions and the assets and business of the relevant Group Company in accordance with the accounting standards as required by Applicable Law, applied on a consistent basis.

8.8. Conflicting Agreements

The Company and each Shareholder represents and agrees that it shall not (a) grant any proxy or enter into or agree to be bound by any voting trust or agreement with respect to the Company Securities, except as expressly contemplated by this agreement, (b) enter into any agreement or arrangement of any kind with any Person with respect to any Company Securities inconsistent with the provisions of this agreement or for the purpose or with the effect of denying or reducing the rights of any other Shareholder under this agreement, including agreements or arrangements with respect to the Transfer or voting of its Company Securities or (c) act, for any reason, as a member of a group or in concert with any other Person in connection with the Transfer or voting of its Company Securities in any manner that is inconsistent with the provisions of this agreement.

8.9. No Partnership

Nothing in this agreement and no action taken by the parties under this agreement shall constitute a partnership, association or other co-operative entity between any of the parties or constitute any party the agent of any other party to this agreement for any purpose.

8.10. Determination of IRR

Whenever this agreement requires the calculation of an IRR, if the IRR is not agreed to by the Existing Shareholder and the New Shareholder within 10 Business Days after such dispute

has arisen (the “**Resolution Period**”), the dispute shall be resolved by an independent investment bank of international repute from Schedule 2 as jointly appointed by the Existing Shareholder and the New Shareholder. If the Existing Shareholder and the New Shareholder fail to jointly appoint such independent investment bank from Schedule 2 within 10 days following the expiry of the Resolution Period (the “**Appointment Period**”), then each of the Existing Shareholder and the New Shareholder shall nominate one representative and the representatives of the Existing Shareholder and the New Shareholder shall meet in person within 5 days after the expiry of the Appointment Period. Each representative shall write down the name of an independent investment bank from Schedule 2 separately on one piece of paper. Each piece of paper shall only contain one name. Both pieces of paper shall be of the same type and be placed in an empty box. The contents of the box shall not be visible to any party. The representative of the New Shareholder shall draw one piece of paper from the box. The bank whose name is on such piece of paper shall be engaged to finally determine the IRR in accordance with this Clause 8.10 (the “**Expert**”). The Expert shall be instructed to determine the IRR within 10 days after its appointment as the Expert. The determination of the IRR by the Expert (i) shall be set forth in writing, (ii) shall be within the range of dispute between the Existing Shareholder and the New Shareholder, and (iii) shall be conclusive and binding upon all the parties upon which a judgment may be rendered by a court having proper jurisdiction thereover. Upon delivery of such determination, the IRR, except in the case of manifest error, shall become final and binding upon all parties. All costs of the Expert incurred in determining the IRR in accordance with this Clause 8.10 shall be borne by the Existing Shareholder and the New Shareholder in such proportions as shall reflect the IRR as determined by the Expert relative to the IRR proposed by the Existing Shareholder and the IRR proposed by the New Shareholder, respectively, in each case, immediately prior to the submission of the dispute to the Expert.

9. MISCELLANEOUS

9.1. Assignment

- (a) Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement except with the prior written consent of the other parties; *provided* that the New Shareholder may assign or transfer its rights and obligations to any of its Affiliates without the consent of the other parties under this agreement, *provided* further that the New Shareholder shall provide prior written notice to the Existing Shareholder of such assignment or transfer.
- (b) Each party confirms it is acting on its own behalf and not for the benefit of any other person.

9.2. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.3. Variation and Waiver

- (a) No variation of this agreement shall be effective unless it is in writing and signed by all parties (or their authorised representatives).
- (b) A waiver of any right or remedy under this agreement or by law is only effective if it is given in writing and signed by the person waiving such right or remedy. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.
- (c) A failure or delay by any person to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- (d) No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9.4. Costs

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, amendment and execution of this agreement and any other documents entered into pursuant to this agreement.

9.5. Notices

- (a) For the purposes of this Clause 9.5, but subject to Clause 9.5(g), “**notice**” includes any other communication.
- (b) A notice given to a party under or in connection with this agreement:
 - (i) shall be in writing and in English (or be accompanied by an accurate translation into English);
 - (ii) shall be signed by or on behalf of the party giving it;
 - (iii) shall be sent to the relevant party for the attention of the person and to the address, or email address specified in Clause 9.5(c), or such other address, or email address as that party may notify to the other parties in accordance with this Clause 9.5;
 - (iv) shall be:
 - (A) delivered by hand;
 - (B) sent by email;
 - (C) sent by pre-paid first class post, recorded delivery or special delivery; and
 - (D) unless proved otherwise is deemed received as set out in Clause 9.5(e).

- (c) The contacts, addresses and email for service of notices are:
- (i) Company
 - (A) address: 14/F LiFung Centre, 2 On Ping Street, Siu Lek Yuen, Shatin, New Territories, Hong Kong
 - (B) for the attention of: Company Secretary
 - (C) email: legalnotices@lifung.com
 - (ii) Existing Shareholder
 - (A) address: 11/F, LiFung Tower, 888 Cheung Sha Wan Road, Kowloon, Hong Kong
 - (B) for the attention of: General Counsel
 - (C) email: legalnotices@lifung.com
 - (iii) New Shareholder
 - (A) address: 60B Orchard Road, #06-18 Tower 2, The Atrium@Orchard, Singapore 238891
 - (B) for the attention of: Kimberly Tan
 - (C) email: Kimberlytan@temasek.com.sg
- (d) A party may change its details for service of notices as specified in Clause 9.5(c) by giving notice to the other parties. Any change notified pursuant to this clause shall take effect at 9.00 am on the later of:
- (A) the date (if any) specified in the notice as the effective date for the change; or
 - (B) five Business Days after deemed receipt of the notice of change.
- (e) Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause have been satisfied):
- (A) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address;
 - (B) if sent by email, at the time of transmission;
 - (C) if sent by pre-paid post, recorded delivery or special delivery, at 9.00 a.m. on the fifth Business Day after posting; or
 - (D) if deemed receipt under the previous paragraphs of this Clause 9.5(e) would occur outside business hours (meaning 9.00 a.m. to 5.30 p.m. Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 a.m. on the day when business next starts in

the place of deemed receipt. For the purposes of this clause, all references to time are to local time in the place of deemed receipt.

- (f) To prove service, it is sufficient to prove that:
 - (A) if delivered by hand, the notice was delivered to the correct address;
 - (B) if sent by email, an email has been received by the sender indicating delivery or no email has been received by the sender indicating non-delivery; or
 - (C) if sent by post, the envelope containing the notice was properly addressed, paid for and posted.
- (g) This Clause 9.5 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9.6. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 9.6 shall not affect the validity and enforceability of the rest of this agreement.

9.7. Joinders and Third Party Rights

- (a) Any Person acquiring Company Securities from any Shareholder in a Transfer in compliance with Clause 6 or any Person acquiring Company Securities that is required or permitted by the terms of this agreement or any employment agreement or share purchase, option, share option or other compensation plan of the Company or any of its Subsidiaries to become a party hereto shall (unless already bound hereby) execute and deliver to the Company an agreement to be bound by this agreement in the form of Exhibit A hereto and shall thenceforth be a "Shareholder".
- (b) Except as expressly stipulated in this agreement, this agreement shall not grant any right to persons who are not a party to this agreement. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) to enforce any term of this agreement.

9.8. Successors

This agreement is made for the benefit of the parties and their successors and permitted assigns, and the rights and obligations of the parties under this agreement shall continue for the benefit of, and shall be binding on, their respective successors and permitted assigns.

9.9. Counterparts

- (a) This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- (b) Transmission of an executed counterpart of this agreement or the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- (c) No counterpart shall be effective until each party has executed at least one counterpart.

9.10. Rights and Remedies; Specific Enforcement

- (a) Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- (b) The parties hereto agree that irreparable damage would occur if any provision of this agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or seek injunctions to prevent breaches of this agreement or to seek to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

9.11. Language

If this agreement is translated into any language other than English, the English language version shall prevail.

9.12. Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Hong Kong.

9.13. Dispute Resolution

Any dispute, controversy, difference or claim arising out of or relating to this agreement, including the validity, invalidity, breach or termination thereof, shall be finally settled by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the notice of arbitration is submitted in accordance with these rules. The number of arbitrators shall be three (the “**Arbitration Board**”). The claimant(s), on the one hand, and the respondent(s), on the other hand, shall each select one arbitrator and the third, who shall serve as the president of the Arbitration Board, shall be nominated by the party-nominated arbitrators. The arbitration proceedings shall be conducted in the English language. The arbitral award shall be final and binding on the parties to the arbitration. The parties to the arbitration agree to be bound by and to act in accordance with the arbitral award. Unless otherwise specified in the arbitral award, the

expenses of the arbitration (including witness fees and reasonable legal expenses) shall be allocated between each party as the Arbitration Board deems equitable. In order to preserve its rights and remedies, any party shall be entitled to seek any order for the preservation of property, including any interim injunctive relief, in accordance with Applicable Law from any court of competent jurisdiction or from the Arbitration Board pending the final decision or award of the Arbitration Board.

9.14. Effective Date; Termination

This agreement shall take effect subject to and upon Completion and shall continue in force until the earlier to occur of (a) with respect to any Shareholder, the date upon which such Shareholder ceases to hold any Company Securities, (b) any date agreed upon in writing by all parties hereto and (c) an IPO effected in accordance with the terms of this agreement.

9.15. Effect of Termination

If this agreement is terminated in accordance with Clause 9.14, it shall be of no further force and effect to the Shareholder ceasing to hold any Company Securities or all parties hereto, as the case may be, except for the provisions of this Clause 9.15 and those provisions of Clauses 8.5 (*Confidentiality*), 9.5 (*Notices*), 9.12 (*Governing Law*) and 9.13 (*Dispute Resolution*), *provided* that the termination will not relieve any party from any liability for any breach of this agreement prior to such termination.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their respective authorized officers as of the day and year first above written.

LF LOGISTICS HOLDINGS LIMITED

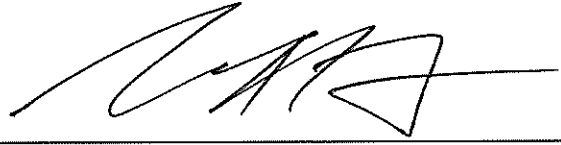
By:



Name: JOSEPH PH
Title: DIRECTOR

LI & FUNG LIMITED

By:

A handwritten signature in black ink, appearing to be 'W. Fung', written over a horizontal line.

Name: WILLIAM FUNG
Title: DIRECTOR

DAHLIA INVESTMENTS PTE. LTD.

By:



Name: JULIET TEO
Title: AUTHORIZED SIGNATORY

Schedule 1
Reserved Matters

1. any restructuring, reclassification or other modification of the classes of equity and equity-linked securities or any amendment to class rights attaching to any equity or equity-linked securities of the Company;
2. any changes to the size or composition of the Company's board of directors or any committee thereof;
3. any amendment to the Constitutional Documents of the Company or any of its Subsidiaries to the extent that such amendments could materially and adversely affect the New Shareholder's rights or privileges hereunder or thereunder;
4. any material acquisition, disposal or merger entered into by the Company or any of its Subsidiaries, the consideration of which exceeds US\$70 million;
5. any joint venture, partnership or strategic alliance which involves a commitment to invest by, or payment obligations to invest (whether conditional or unconditional) of, the Company or any of its Subsidiaries in a single transaction or a series of transactions exceeding US\$70 million;
6. any partnership or strategic alliance which would reasonably be expected to have a material impact on the business of the Company and its Subsidiaries taken as a whole, otherwise than in connection with the course of ordinary business;
7. any issue, repurchase or redemption of any equity or equity-linked securities (or authorization thereof) or any reduction, subdivision, cancellation, purchase or redemption of the Company's issued share capital, except for any issue of Company Securities in an IPO effected in accordance with this agreement or a restructuring of the Company's share capital in connection with an IPO effected in accordance with this agreement as long as such restructuring would not adversely affect the rights or interests of the New Shareholder;
8. the Company or any of its Subsidiaries lending or agreeing to lend, or granting any credit, in an outstanding amount exceeding US\$10 million, to any Person which is not a wholly-owned Subsidiary of the Company, otherwise than in connection with the course of ordinary business of the Group;
9. any incurrence of indebtedness or guarantees of indebtedness, or any grant of indemnity, security, pledge, lien or financial commitment by the Company or any of its Subsidiaries which would result in the Leverage Ratio exceeding 1.6;
10. any related party transaction by the Company or any of its Subsidiaries which is not on arm's length terms or which is outside the ordinary course of business of the Group, except for any related party transaction entered into by the Company or any of its Subsidiaries, or subsisting, before Completion, or any amendment of a related party transaction entered into by the Company or any of its Subsidiaries, or subsisting, before Completion which amendment would result in such transaction not being on arm's length terms or outside the ordinary course of business of the Group;

11. adoption, amendment or termination of any management or employee long term incentive plan;
12. any voluntary commencement of liquidation, winding up, dissolution or other similar procedure of the Company or any of its Subsidiaries or any compromise with creditors for debt relief; and
13. any substantial change in the nature of the business of the Group or ceasing to carry on a material part of the business of the Group.

Schedule 2
Independent Investment Banks

1. Goldman Sachs
2. JP Morgan
3. Citibank
4. Standard Chartered Bank
5. Credit Suisse

Exhibit A
A Deed of Adherence

This Deed of Adherence (this “**Deed**”) is made as of the date written between [**NAME OF JOINING PARTY**], a company incorporated and existing under the laws of [*jurisdiction of incorporation*] (the “**Joining Party**”) and **LF LOGISTICS HOLDINGS LIMITED**, a company limited by shares incorporated and existing under the laws of Bermuda (the “**Company**”) in accordance with the Shareholders Agreement dated as of _____, _____ (as amended, amended and restated or otherwise modified from time to time, the “**Shareholders Agreement**”) among [*name of parties*], as the same may be amended from time to time. The Company enters into this Deed on behalf of itself and as agent for all the existing Shareholders. Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Shareholders Agreement.

The Joining Party and the Company hereby acknowledge and agree, and the Joining Party undertakes that, by its execution of this Deed, the Joining Party shall be deemed to be a party to the Shareholders Agreement and shall have all the rights and obligations of [a Shareholder]/[the Transferring Shareholder] under the Shareholders Agreement as if it had executed the Shareholders Agreement as an original party thereto. The Joining Party hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Shareholders Agreement. This Deed is made for the benefit of (a) the original parties to the Shareholders Agreement and (b) any other person or persons who after the date of the Shareholders Agreement (and whether or not prior to or after the date of this Deed) adheres to the Shareholders Agreement.

This Deed of Adherence shall be governed by and construed in accordance with the laws of Hong Kong.

IN WITNESS WHEREOF, the undersigned has executed this Deed of Adherence as of the date written below.

Date: _____, _____

EXECUTED and DELIVERED as a deed by

LF LOGISTICS HOLDINGS LIMITED

with the authority of the board

[Name], Director

[Name], Director / Company Secretary
In the presence of:

Name of witness:
Occupation of witness:

[Name of Joining Party]

with the authority of the board

[Name], Director

[Name], Director / Company Secretary
In the presence of:

Name of witness:
Occupation of witness:

OR

The common seal of
[Name of Joining Party]
was affixed in the presence of:

) [*Common seal to be affixed*
) *here*]
)

[Name], Director

[Name], Director / Company Secretary