

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 2)***

iClick Interactive Asia Group Limited

(Name of Issuer)

Class A ordinary shares, \$0.001 par value per share

(Title of Class of Securities)

G47048 106

(CUSIP Number)

November 24, 2023

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

1.	NAME OF REPORTING PERSON: Huang Jianjun	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS PF	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e): <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 2,564,103 Class A ordinary shares
	8.	SHARED VOTING POWER -0-
	9.	SOLE DISPOSITIVE POWER 2,564,103 Class A ordinary shares
	10.	SHARED DISPOSITIVE POWER -0-
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,564,103 Class A ordinary shares	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.7% ¹	
14.	TYPE OF REPORTING PERSON IN	

¹ Percentage calculated based on 45,011,230 Class A ordinary shares outstanding as of March 31, 2023, as reported in the Issuer's Form 20-F filed with the U.S. Securities and Exchange Commission (the "SEC") on May 11, 2023.

1.	NAME OF REPORTING PERSON: Marine Central Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS PF	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e): <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		
7.		SOLE VOTING POWER 2,564,103 Class A ordinary shares
8.		SHARED VOTING POWER -0-
9.		SOLE DISPOSITIVE POWER 2,564,103 Class A ordinary shares
10.		SHARED DISPOSITIVE POWER -0-
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,564,103 Class A ordinary shares	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.7% ²	
14.	TYPE OF REPORTING PERSON CO	

² Percentage calculated based on 45,011,230 Class A ordinary shares outstanding as of as of March 31, 2023, as reported in the Issuer's Form 20-F filed with the SEC on May 11, 2023.

This Amendment No. 2 to the statement on Schedule 13D (“Amendment No. 2”) relates to Class A ordinary shares, par value \$0.001 per share (“Class A Ordinary Shares,” and together with Class B ordinary shares, par value \$0.001 per share, “Ordinary Shares”), and American Depositary Shares, each representing five Class A Ordinary Shares (the “ADSs,” and together with the Ordinary Shares, the “Shares”), of iClick Interactive Asia Group Limited, a company incorporated in the Cayman Islands (the “Issuer”).

Huang Jianjun and Marine Central Limited (together, the “Reporting Persons”) filed the initial statement on Schedule 13D on December 22, 2022 (the “Original Schedule 13D”) that was amended by Amendment No. 1 filed on July 7, 2023 (“Amendment No. 1,” and together with the Original Schedule 13D, the “Schedule 13D”). Capitalized terms used but not defined herein shall have the meaning set forth in the Original Schedule 13D and Amendment No. 1. Except as set forth herein, Amendment No. 2 does not modify any of the information previously reported on the Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Schedule 13D is hereby amended and supplemented by inserting the following:

On November 24, 2023, the Issuer entered into an Agreement and Plan of Merger (the “Merger Agreement”) with TSH Investment Holding Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (“Parent”) and TSH Merger Sub Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent (“Merger Sub”), pursuant to which, and subject to the terms and conditions thereof, Merger Sub will merge with and into the Issuer, with the Issuer continuing as the surviving company and becoming a wholly-owned subsidiary of Parent (the “Merger”). The descriptions of the Merger and the Merger Agreement set forth in Item 4 below are incorporated by reference in their entirety in this Item 3. The information disclosed in this paragraph does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, a copy of which is filed as Exhibit 99.4 and is incorporated herein by reference in its entirety.

It is anticipated that the Buyer Group (as defined below) intend to fund the Merger through a combination of (i) equity financing provided by the Sponsor (as defined below) in an aggregate amount of up to US\$8,000,000 in cash pursuant to the Equity Commitment Letter (as defined below), (ii) rollover financing comprised of the Rollover Shares (as defined below) pursuant to the Support Agreement (as defined below), and (iii) debt financing provided by New Age SP II (“Lender”) pursuant to a facility agreement, dated as of November 24, 2023 (the “Facility Agreement”), by and between Merger Sub and Lender. A copy of the Facility Agreement is filed as Exhibit 99.9 and is incorporated herein by reference in its entirety.

The information set forth in Item 4 of this Amendment No. 2 is incorporated herein by reference in its entirety.

Item 4. Purpose of the Transaction.

Item 4 of the Schedule 13D is amended and supplemented by inserting the following:

On November 24, 2023, the Issuer announced in a press release that it had entered into the Merger Agreement with Parent and Merger Sub, pursuant to which, and subject to the terms and conditions thereof, Merger Sub will merge with and into the Issuer, with the Issuer continuing as the surviving company and becoming a wholly-owned subsidiary of Parent.

Pursuant to the Merger Agreement, at the effective time of the Merger (the “Effective Time”), each Ordinary Share issued and outstanding immediately prior to the Effective Time, will be cancelled in exchange for the right to receive US\$0.816 in cash per Ordinary Share without interest, except for (i) the Ordinary Shares held by Parent and Merger Sub, (ii) the Ordinary Shares held by the Issuer and any of its subsidiaries or in its treasury, (iii) the Ordinary Shares owned by Igomax Inc., Jian Tang, Bubinga Holdings Limited and Wing Hong Sammy Hsieh (collectively, the “Founders Group”), Creative Big Limited, Cheer Lead Global Limited, Huge Superpower Limited, Capable Excel Limited, Infinity Global Fund SPC, Integrated Asset Management (Asia) Limited, Chan Nai Hang, Likeable Limited, Tsang Hing Sze, Lau Ying Wai, Chik Yu Chung Roni, Tse Kok Yu Ryan, Imen Pang, Zhao Yong, Yang Xin and the Reporting Persons (such shareholders collectively, the “Rollover Shareholders”, and such Ordinary Shares, the “Rollover Shares”), (iv) the Ordinary Shares held by the Issuer and the depositary of the Issuer’s ADS program and reserved for issuance and allocation pursuant to the Issuer’s share incentive plan ((i) – (iv), collectively, the “Excluded Shares”), and (v) the Ordinary Shares that are held by shareholders who have validly exercised and not effectively withdrawn or lost their rights to dissent from the Merger pursuant to Section 238 of Companies Act (Revised) of the Cayman Islands (the “Dissenting Shares”). Immediately prior to the effective time of the Merger, the Rollover Shares will be cancelled for no cash consideration, and the Rollover Shareholders will subscribe for or otherwise receive newly issued shares of Parent. Each Dissenting Share issued and outstanding immediately prior to the Effective Time will be cancelled for the right to receive the fair value of such Shares determined in accordance with, the provisions of Section 238 of the Companies Act (Revised) of the Cayman Islands.

Each ADS issued and outstanding immediately prior to the Effective Time (other than ADSs representing the Excluded Shares), together with each Ordinary Share represented by such ADSs, will be cancelled in exchange for the right to receive US\$4.08 in cash per ADS without interest.

The Merger, which is currently expected to close in the first quarter of 2024, is subject to customary closing conditions including an affirmative vote of shareholders representing at least two-thirds of the voting power of the outstanding Ordinary Shares present and voting in person or by proxy at a meeting of the Issuer's shareholders. The purpose of the Transactions (as defined below), including the Merger, is to acquire all of the shares of the Ordinary Shares held by shareholders of the Issuer other than the Rollover Shares.

Following consummation of the Merger, the Issuer will become a wholly-owned subsidiary of the Parent. In addition, if the Merger is consummated, the Issuer will be privately held by the Founders Group, the Reporting Persons and the other Rollover Shareholders, and its ADSs will no longer be listed on the Nasdaq Global Market.

Concurrently with the execution of the Merger Agreement:

(1) Parent and the Rollover Shareholders executed a support agreement (the "Support Agreement"), pursuant to which, each of the Rollover Shareholders has agreed to, subject to the terms and conditions set forth therein and among other obligations, (i) the cancellation of the Rollover Shares held by such Rollover Shareholders for no consideration, (ii) subscribe for newly issued ordinary shares of Parent immediately prior to the closing of the Merger, (iii) vote in favor of authorization and approval of the Merger Agreement and the transactions contemplated by the Merger Agreement (the "Transactions"), including the Merger, and (iv) against any proposals or actions inconsistent or interfering with the Transactions;

(2) Parent, Mr. Huang and Rise Chain Investment Limited, which is wholly owned by Mr. Huang ("Rise Chain," and together with Mr. Huang, the "Sponsor"), entered into an equity commitment letter (the "Equity Commitment Letter"), pursuant to which the Sponsor committed to invest up to US\$8,000,000 in aggregate in cash as equity financing in connection with the Merger;

(3) Rise Chain executed a limited guarantee in favor of the Issuer with respect to certain obligations of Parent under the Merger Agreement (the "Limited Guarantee"), guaranteeing certain of Parent's and Merger Sub's obligations under the Merger Agreement; and

(4) The Founders Group and the Sponsor (collectively, the "Buyer Group"), Parent and Merger Sub entered into an interim investors agreement (the "Interim Investors Agreement") in order to establish terms and conditions that will govern, among other matters, the actions of Parent and Merger Sub and the relationship among the Buyer Group with respect to the Merger Agreement and the Transactions.

The information disclosed in this paragraph does not purport to be complete and is qualified in its entirety by references to the Support Agreement, the Equity Commitment Letter, the Limited Guarantee and the Interim Investors Agreement, a copy of each which is filed as Exhibits 99.5, 99.6, 99.7 and 99.8, respectively, and incorporated herein by reference in its entirety.

The information set forth in Item 3 is incorporated herein by reference in its entirety.

In connection with the Merger, the Buyer Group may engage in discussions with management, the board of directors, and shareholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, including the Merger. There can be no assurance, however, that any of the Transactions, including the Merger, will receive the requisite approvals or that any such Transactions would be successfully implemented.

Except as described above, the Reporting Persons have no plans or proposals which relate to or would result in any of the actions specified in paragraphs (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, formulate other purposes, plans or proposals regarding the Issuer, or any other actions that could involve one or more of the types of transactions or have one or more of the results described in paragraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

Item 5(a) – (b) of the Schedule 13D is hereby supplemented by inserting the following:

Because of the arrangements described herein, the parties to such agreements may be deemed to have formed a “group” for purposes of Section 13(d)(3) of the Exchange Act. Except as otherwise stated herein, neither the filing of this Amendment No. 2 nor any of its contents, however, shall be deemed to constitute an admission by the Reporting Persons that any of them is the beneficial owner of any of the Ordinary Shares beneficially owned in the aggregate by the Founders Group or any other Rollover Shareholders for purposes of Section 13(d) of the Exchange Act or for any other purpose, and such beneficial ownership is expressly disclaimed.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following:

The information set forth in Items 3, 4 and 5 of this Amendment No. 2 is incorporated herein by reference in its entirety.

To the best knowledge of the Reporting Persons, except as provided herein, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting Persons and between any of the Reporting Persons and any other person with respect to any securities of the Issuer, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power over the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and supplemented by the following:

Exhibit 99.4	<u>Agreement and Plan of Merger, dated as of November 24, 2023, by and between TSH Investment Holding Limited, TSH Merger Sub Limited and iClick Interactive Asia Group Limited, incorporated herein by reference to Exhibit 99.2 to the Report on Form 6-K furnished by the Issuer to the SEC on November 24, 2023.</u>
Exhibit 99.5	<u>Support Agreement, dated November 24, 2023, by and among TSH Investment Holding Limited, Igomax Inc., Jian Tang, Bubinga Holdings Limited, Wing Hong Sammy Hsieh, Huang Jianjun, Marine Central Limited, Creative Big Limited, Cheer Lead Global Limited, Huge Superpower Limited, Capable Excel Limited, Infinity Global Fund SPC, Integrated Asset Management (Asia) Limited, Chang Nai Hang, Likeable Limited, Tsang Hing Sze, Lau Ying Wai, Chik Yu Chung Roni, Tse Kok Yu Ryan, Imen Pang, Zhao Yong and Yang Xin.</u>
Exhibit 99.6	<u>Equity Commitment Letter, dated November 24, 2023, by and among TSH Investment Holding Limited, Huang Jianjun and Rise Chain Investment Limited.</u>
Exhibit 99.7	<u>Limited Guarantee, dated November 24, 2023, made by Rise Chain Investment Limited in favor of iClick Interactive Asia Group Limited.</u>
Exhibit 99.8	<u>Interim Investors Agreement, dated November 24, 2023, by and among TSH Investment Holding Limited, TSH Merger Sub Limited, Igomax Inc., Jian Tang, Bubinga Holdings Limited, Wing Hong Sammy Hsieh, Rise Chain Investment Limited and Huang Jianjun.</u>
Exhibit 99.9	<u>Facility Agreement, dated November 24, 2023, by and between New Age SP II and TSH Merger Sub Limited.</u>

SIGNATURE

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 27, 2023

Huang Jianjun

/s/ Huang Jianjun

Huang Jianjun

Marine Central limited

By: /s/ Huang Jianjun

Name: Huang Jianjun
Title: Director

SUPPORT AGREEMENT

This Support Agreement (this “Agreement”) is entered into as of November 24, 2023 by and among:

1. TSH Investment Holding Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (“Parent”); and
2. each person listed in the column titled “Supporting Shareholder” in Schedule A attached hereto (each, a “Supporting Shareholder”).

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

RECITALS

WHEREAS, Parent, TSH Merger Sub Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands and a wholly-owned subsidiary of Parent (“Merger Sub”), and iClick Interactive Asia Group Limited, a company incorporated under the laws of the Cayman Islands (the “Company”), have, concurrently with the execution of this Agreement, entered into an Agreement and Plan of Merger, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “Merger Agreement”), pursuant to which Merger Sub will be merged with and into the Company, with the Company continuing as the surviving corporation and a wholly-owned subsidiary of Parent (the “Merger”), upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, as of the date hereof, each Supporting Shareholder is the beneficial owner (within the meaning under Rule 13d-3 of the Exchange Act) of certain ordinary shares, par value US\$0.001 of the Company (“Shares”) (including Shares represented by ADSs) as set forth in the column titled “Owned Shares” opposite its or his name on Schedule A hereto (the “Owned Shares”). With respect to each Supporting Shareholder, the Owned Shares, together with any other Shares and securities of the Company owned (whether beneficially or of record) by it or him as of the date hereof or acquired (whether beneficially or of record) by it or him after the date hereof and prior to Expiration Time (as defined below), including any Shares (including Shares represented by ADSs) or securities of the Company acquired by means of purchase, dividend or distribution, or issued upon the exercise or settlement of any Company Options, restricted share units (“RSUs”), or warrants or the conversion of any convertible securities or otherwise, shall be collectively referred to herein as its or his “Securities”. With respect to each Supporting Shareholder, the Securities owned (whether beneficially or of record) by it or him shall be collectively referred to herein as its or his “Owned Securities”;

WHEREAS, in connection with the consummation of the Merger, (a) each Supporting Shareholder agrees to (i) the cancellation of the Shares (including Shares represented by ADSs) as set forth in the column titled “Rollover Shares” opposite such Supporting Shareholder’s name on Schedule A hereto (the “Rollover Shares”) for no cash consideration, and (ii) subscribe for or otherwise receive newly issued Parent Shares (as defined below) immediately prior to the Closing, and (b) each Supporting Shareholder agrees to vote the Securities at the Shareholders’ Meeting in favor of the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement, and take any and all other actions in furtherance of the transactions contemplated by the Merger Agreement, in each case upon the terms and conditions set forth herein; and

WHEREAS, in order to induce Parent and Merger Sub to enter into the Merger Agreement and consummate the transactions contemplated thereby, including the Merger, the Supporting Shareholders are entering into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
Voting

Section 1.1. Voting. From and after the date hereof until the Expiration Time, each of the Supporting Shareholders irrevocably and unconditionally agrees that at the Shareholders' Meeting or any other annual or extraordinary general meeting of the shareholders of the Company, however called, at which any of the matters described in paragraphs (a) – (f) hereof is to be considered (and any adjournment or postponement thereof), or in connection with any written resolution of the Company's shareholders relating to the aforesaid matters, it or he shall (i) in the case of a meeting, appear or cause its or his representative(s) to appear at such meeting or otherwise cause its or his Securities to be counted as present thereat for purposes of determining whether a quorum is present, and (ii) vote or cause to be voted (including by proxy, if applicable) all of its or his Securities:

(a) for the authorization and approval of the Merger Agreement, the Merger, the Plan of Merger and the other transactions contemplated by the Merger Agreement, and any action required in furtherance thereof;

(b) against any Competing Proposal or any other transaction, proposal, agreement or action made in opposition to authorization and approval of the Merger Agreement or in competition or inconsistent with the transactions contemplated by the Merger Agreement, including the Merger;

(c) against any other action, agreement or transaction that is intended, that could reasonably be expected, or the effect of which could reasonably be expected, to materially impede, interfere with, delay, postpone, discourage or adversely affect any of the transactions contemplated by the Merger Agreement, including the Merger, or this Agreement or the performance by it or him of its or his obligations under this Agreement, including (i) any extraordinary corporate transaction, such as a scheme of arrangement, merger, consideration or other business combination involving the Company or any of its subsidiaries (other than the Merger); (ii) a sale, lease or transfer of any material assets of the Company or any of its subsidiaries or a reorganization, recapitalization or liquidation of the Company or any of its subsidiaries; (iii) an election of new members to the board of directors of the Company (the "Company Board"), other than nominees to the Company Board who are serving as directors of the Company on the date of this Agreement or as otherwise provided in the Merger Agreement; (iv) any material change in the present capitalization or dividend policy of the Company or any amendment or other change to the Company's memorandum or articles of association, except if approved in writing by Parent; or (v) any other action that would require the consent of Parent pursuant to the Merger Agreement, except if approved in writing by Parent;

(d) against any action, proposal, transaction or agreement that could reasonably be expected to result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement, or of it or him contained in this Agreement;

(e) in favor of any adjournment or postponement of the Shareholders' Meeting or other annual or extraordinary general meeting of the shareholders of the Company, however called, at which any of the matters described in paragraphs (a) – (f) in this Section 1.1 is to be considered (and any adjournment or postponement thereof) as may be reasonably requested by Parent; and

(f) in favor of any other matter necessary to effect the transactions contemplated by the Merger Agreement, including the Merger.

Section 1.2. Grant of Irrevocable Proxy; Appointment of Proxy.

(a) Effective immediately upon the execution of the Merger Agreement, without any further action by any person, and only in the event and to the extent that such Supporting Shareholder fails to perform his or its obligations under Section 1.1 above, each Supporting Shareholder hereby irrevocably appoints Parent and any designee thereof as his or its proxy and attorney-in-fact (with full power of substitution), to vote or cause to be voted (including by proxy or written resolution proposed in accordance with the memorandum and articles of association of the Company, if applicable) such Supporting Shareholder's Securities in accordance with Section 1.1 above at the Shareholders' Meeting or other annual or special meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, at which any of the matters described in Section 1.1 above is to be considered. Each Supporting Shareholder represents that all proxies, powers of attorney, instructions or other requests given by such Supporting Shareholder prior to the execution of this Agreement in respect of the voting of such Supporting Shareholder's Securities, if any, are not irrevocable and each Supporting Shareholder hereby revokes (and shall cause to be revoked if necessary) any and all previous proxies, powers of attorney, instructions or other requests with respect to such Supporting Shareholder's Securities. Each Supporting Shareholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy.

(b) Each Supporting Shareholder affirms that the irrevocable proxy set forth in this Section 1.2 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such Supporting Shareholder under this Agreement. Each Supporting Shareholder further affirms that the irrevocable proxy is coupled with an interest and, except as set forth in this Section 1.2, is intended to be irrevocable prior to the Expiration Time. If for any reason the proxy granted herein is not irrevocable, then each Supporting Shareholder agrees to vote such Supporting Shareholder's Securities in accordance with Section 1.2 above prior to the Expiration Time. The parties agree that the foregoing is a voting agreement.

Section 1.3. Restrictions on Transfers. Except as provided for in Article II below or pursuant to the Merger Agreement, each of the Supporting Shareholders hereby agrees that, from the date hereof until the Expiration Time, such person shall not, and shall cause its or his Affiliates not to, directly or indirectly:

(a) offer for sale, sell, transfer, assign, tender in any tender or exchange offer, pledge, grant, encumber, hypothecate or similarly dispose of (by merger, testamentary disposition, operation of Law or otherwise) (collectively, "Transfer"), either voluntarily or involuntarily, or enter into any Contract, option or other arrangement or understanding with respect to the Transfer of any of its or his Securities or any interest therein, or with respect to any limitation on voting right of any of its or his Securities, including any swap transaction, option, warrant, forward purchase or sale transaction, futures transaction, cap transaction, floor transaction, collar transaction or any other similar transaction (including any option with respect to any such transaction) or combination of any such transactions, in each case involving any of its or his Securities which (x) has, or could reasonably be expected to have, the effect of reducing or limiting such person's economic interest in such Securities and/or (y) with respect to its or his Securities, grants a third party the right to vote or direct the voting of such Securities (any such transaction, a "Derivative Transaction");

(b) deposit any of its or his Securities into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Agreement;

(c) exercise, convert or exchange, or take any action which would result in the exercise, conversion or exchange of, any of its or his Securities;

(d) knowingly take any action that would make any representation or warranty of such person set forth in this Agreement untrue or incorrect or have the effect of preventing, disabling, or delaying such persons from performing any of its or his obligations under this Agreement or that is intended, or could reasonably be expected, to impede, frustrate, interfere with, delay, postpone, adversely affect or prevent the consummation of the Merger or the other transactions contemplated by the Merger Agreement or this Agreement or the performance by the Company of its obligations under the Merger Agreement or by such Supporting Shareholder of its or his obligations under this Agreement; or

(e) agree (whether or not in writing) to take any of the actions referred to in the foregoing clauses (a) – (d). Any purported Transfer or Derivative Transaction in violation of this paragraph shall be null and void.

ARTICLE II
Cancellation; Subscription

Section 2.1. Cancellation of Rollover Shares. Subject to the terms and conditions set forth herein, (a) each Supporting Shareholder agrees that, at the Closing, all of its or his Rollover Shares (including those represented by ADSs) shall be cancelled at no cash consideration in connection with the Merger, and (b) other than its or his Rollover Shares, all equity securities of the Company held by any such Supporting Shareholder, if any, shall be treated as set forth in the Merger Agreement and not be affected by the provisions of this Agreement. Each Supporting Shareholder will take all actions necessary to cause the number of Rollover Shares (including those represented by ADSs) opposite such Supporting Shareholder's name on Schedule A hereto to be treated as set forth herein.

Section 2.2. Issuance of Parent Shares. Immediately prior to the Closing, in consideration for (a) the cancellation of the Rollover Shares (including those represented by ADSs) held by each Supporting Shareholder in accordance with Section 2.1, Parent shall issue to such Supporting Shareholder (or, if designated by such Supporting Shareholder in writing, an Affiliate of such Supporting Shareholder), the number of newly issued ordinary shares of Parent, par value US\$0.0001 per share ("Parent Shares"), as set forth in the column titled "Parent Shares" opposite such Supporting Shareholder's name on Schedule A hereto. Each Supporting Shareholder hereby acknowledges and agrees that (i) delivery of the Parent Shares set forth opposite such Supporting Shareholder's name on Schedule A hereto, shall constitute complete satisfaction of all obligations towards or sums due to such Supporting Shareholder by Parent and Merger Sub in respect of the Rollover Shares (including those represented by ADSs) held by such Supporting Shareholder and cancelled at the Closing as contemplated by Section 2.1 above, and (ii) such Supporting Shareholder shall have no right to any Merger Consideration in respect of the Rollover Shares (including those represented by ADSs) held by such Supporting Shareholder. No Parent Shares issued in connection with the Merger shall be issued at a lower price per share than the Parent Shares issued hereunder (it being understood that the Parent Shares issued hereunder are deemed to be issued at a price per share based on each Rollover Share having a value equal to the Per Share Merger Consideration).

Section 2.3. Rollover Closing. Subject to the satisfaction in full (or waiver, if permissible) of all of the conditions set forth in Sections 7.01 and 7.02 of the Merger Agreement (other than conditions that by their nature are to be satisfied or waived, as applicable, at the Closing), the closing of the subscription and issuance of Parent Shares contemplated hereby (the "Rollover Closing") shall take place immediately prior to the Closing as contemplated by the Merger Agreement.

Section 2.4. Deposit of Rollover Shares. No later than three (3) Business Days prior to the Rollover Closing, each Supporting Shareholder and any agent of such Supporting Shareholder holding certificates evidencing any Rollover Shares (if applicable) shall deliver or cause to be delivered to Parent all certificates representing such Rollover Shares in such person's possession, for disposition in accordance with the terms of this Agreement; such certificates and instruments shall be held by Parent or any agent authorized by Parent until the Rollover Closing. To the extent that any Rollover Shares of a Supporting Shareholder are held in street name or otherwise represented by ADSs, such Supporting Shareholder shall execute such instruments and take such other actions, in each case, as are reasonably requested by Parent to reflect or give effect to the cancellation of such Rollover Shares in accordance with this Agreement.

Section 2.5. Admission of New Supporting Shareholders. The Founder Parties and the Sponsor Parties may jointly agree to admit one or more persons as Supporting Shareholders. Any additional Supporting Shareholders admitted pursuant to this Section 2.5 shall execute and deliver a deed of adherence to this Agreement reasonably acceptable to the Founder Parties and the Sponsor Parties (the "Deed of Adherence") and, upon its execution and delivery of the Deed of Adherence, such additional party shall become a "Supporting Shareholder" for the purpose of this Agreement. For the purpose of this Section 2.5, (i) "Founder Parties" shall mean Mr. Jian Tang and his wholly owned special purpose vehicle, Igomax Inc., and Mr. Wing Hong Sammy Hsieh and his wholly owned special purpose vehicle, Bubinga Holdings Limited, and (ii) "Sponsor Parties" shall mean Mr. Huang Jianjun and his wholly owned special purpose vehicle, Rise Chain Investment Limited.

ARTICLE III
Representations, Warranties and Covenants
of the Supporting Shareholders

Section 3.1. Representations and Warranties. Each of the Supporting Shareholders, severally and not jointly, represents and warrants to Parent that, as of the date hereof and as of the Closing:

(a) if such person is not a natural person, the Supporting Shareholder is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) such person has the requisite legal power and authority to execute and deliver this Agreement, to perform such person's obligations hereunder and to consummate the transactions contemplated hereby;

(c) this Agreement has been duly executed and delivered by such person and, if such person is not a natural person, the execution, delivery and performance of this Agreement by such person, and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate or similar action on the part of such person and no other corporate or similar actions or proceedings on the part of such person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby;

(d) assuming due authorization, execution and delivery by Parent, this Agreement constitutes a legal, valid and binding agreement of such person, enforceable against such person in accordance with its terms, except as enforcement may be limited by the effects of applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and any implied covenant of good faith and fair dealing;

(e) such Supporting Shareholder

(i) (x) is and, immediately prior to the Rollover Closing, will be the beneficial owner of, and has and, immediately prior to the Rollover Closing, will have good and valid title to, its or his Owned Securities, free and clear of Liens, and (y) has and, as of the Rollover Closing will have sole or shared (together with its or his Affiliates) voting power and power of disposition, power to demand dissenter's rights and power to agree to all of the matters set forth in this Agreement with respect to all of its or his Owned Securities, in each case of the foregoing clauses (x) and (y), subject to applicable United States federal securities Laws, Laws of the Cayman Islands, Laws of the PRC and the terms of this Agreement, and excluding any Lien which will be discharged on or prior to the Rollover Closing or as created by this Agreement;

(ii) except as contemplated hereby, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which it or he is a party relating to the pledge, disposition or voting of any of its or his Owned Securities and its or his Owned Securities are not subject to any voting trust agreement or other Contract to which it or he is a party restricting or otherwise relating to the voting or Transfer of such Owned Securities, other than any Lien which will be discharged on or prior to the Closing or any restriction created by this Agreement;

(iii) it or he has not Transferred any Owned Securities or any interest therein pursuant to any Derivative Transaction other than any Lien which will be discharged on or prior to the Closing or as contemplated by this Agreement; and

(iv) it or he has not appointed or granted any proxy or power of attorney that is still in effect with respect to any of its or his Owned Securities, except as contemplated by this Agreement;

(f) as of the date hereof, other than its or his Owned Securities, such Supporting Shareholder does not own, beneficially or of record, or have the right to acquire, any Shares, securities of the Company, or any direct or indirect interest in any such securities (including by way of derivative securities);

(g) except for the applicable requirements of the Exchange Act and Laws of the Cayman Islands, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Entity is necessary on the part of such person for the execution, deliver and performance of this Agreement by such person or the consummation by such person of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by person, nor the consummation by such person of the transactions contemplated hereby, nor compliance by such person with any of the provisions hereof shall (w), if such person is not a natural person, conflict with or violate any provision of the organizational documents of such person, (x) result in any material breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on property or assets of such person pursuant to, any Contract to which such person is a party or by which such person or any property or asset of such person is bound or affected, in each case which have, or could have, the effect of preventing, impeding or interfering with or adversely affecting the performance by such person of its or his obligations under this Agreement, (y) violate any order, writ, injunction, decree, statute, rule or regulation applicable to such person or any of such person's properties or assets, or (z) otherwise require the consent or approval of any other person pursuant to any Contract binding on such Supporting Shareholder or his or her properties or assets;

(h) on the date hereof, there is no Action pending against such person or, to the knowledge of such person, any other person or, to the knowledge of such person, threatened against any such person or any other person that restricts or prohibits (or, if successful, would restrict or prohibit) the performance by such person of its or his obligations under this Agreement;

(i) such person has been afforded the opportunity to ask such questions as it or he has deemed necessary of, and to receive answers from, representatives of Parent concerning the terms and conditions of the transactions contemplated hereby and the merits and risks of owning Parent Shares and such person acknowledges that it or he has been advised to discuss with its or his own counsel the meaning and legal consequences of the representations and warranties of such person in this Agreement and the transactions contemplated hereby; and

(j) such person understands and acknowledges that Parent, Merger Sub and the Company are entering into the Merger Agreement in reliance upon such person's execution, delivery and performance of this Agreement.

Section 3.2. Covenants. Each of the Supporting Shareholders, severally and not jointly:

(a) agrees, prior to the Expiration Time, not to knowingly take any action that would make any representation or warranty of such person contained herein untrue or incorrect in any material respect or have or could have the effect of preventing, impeding or interfering with or adversely affecting the performance by such person of its or his obligations under this Agreement;

(b) irrevocably waives, and agrees not to exercise, any rights of appraisal or rights of dissent from the Merger that such person may have with respect to such person's Securities (including any rights under Section 238 of the Cayman Companies Law) prior to the Expiration Time;

(c) agrees to permit the Company to publish and disclose in the Schedule 13E-3 and the Proxy Statement (including all documents filed with the SEC in accordance therewith), such person's identity and beneficial ownership of Shares or other equity securities of the Company and the nature of such person's commitments, arrangements and understandings under this Agreement, in each case, if Parent reasonably determines it is required by applicable Law or the SEC (or its staff);

(d) agrees and covenants that such person shall promptly notify Parent of any new Shares and other securities of the Company with respect to which beneficial ownership is acquired by such person, including by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities of the Company after the date hereof. Any such Shares and/or other securities of the Company shall automatically be deemed as "Owned Securities" held by such Supporting Shareholder pursuant to the terms of this Agreement, and Schedule A hereto shall be deemed amended accordingly; and

(e) agrees further that, upon request of Parent, such person shall execute and deliver any additional documents, consents or instruments and take such further actions as may reasonably be deemed by Parent to be necessary to carry out the provisions of this Agreement.

ARTICLE IV
Representations and Warranties of Parent

Section 4.1. Parent represents and warrants to each Supporting Shareholder that as of the date hereof and as of the Closing:

(a) it is duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Parent and the execution, delivery and performance of this Agreement by Parent and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent and no other corporate actions or proceedings on the part of Parent are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Assuming due authorization, execution and delivery by the Supporting Shareholders, this Agreement constitutes a legal, valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(b) except for the applicable requirements of the Exchange Act and Laws of the Cayman Islands, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Authority is necessary on the part of Parent for the execution, delivery and performance of this Agreement by Parent or the consummation by Parent of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by Parent, nor the consummation by Parent of the transactions contemplated hereby, nor compliance by Parent with any of the provisions hereof shall (A) conflict with or violate any provision of the organizational documents of Parent, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on such property or asset of Parent pursuant to, any Contract to which Parent is a party or by which Parent, or any of their property or asset is bound or affected, or (C) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Parent any of their properties or assets;

(c) except as contemplated by the Merger Agreement or otherwise agreed to by the parties hereto, at and immediately after the Closing, there shall be (i) no options, warrants, or other rights to acquire share capital of Parent, (ii) no outstanding securities exchangeable for or convertible into share capital of Parent, and (iii) no outstanding rights to acquire or obligations to issue any such options, warrants, rights or securities; and

(d) at the Rollover Closing, the Parent Shares to be issued under this Agreement shall have been duly and validly authorized and when issued and delivered in accordance with the terms hereof, will be validly issued, fully paid and nonassessable, free and clear of all Liens, other than restrictions arising under applicable securities Laws.

ARTICLE V
Termination

Section 5.1. This Agreement, and the obligations of a Supporting Shareholder hereunder (including Section 1.2) shall terminate and be of no further force or effect immediately upon the first to occur of (a) the Closing, and (b) the date of valid termination of the Merger Agreement in accordance with its terms (such time, the “Expiration Time”); provided, that this Article V and Article VI shall survive any termination of this Agreement. Nothing in this Article V shall relieve or otherwise limit any party’s liability for any breach of this Agreement prior to the termination of this Agreement. If for any reason the Merger fails to occur but the Rollover Closing contemplated by Article II has already taken place, then Parent shall promptly take all such actions as are necessary to restore each Supporting Shareholder to the position it was in with respect to ownership of the Rollover Shares prior to the Rollover Closing.

ARTICLE VI
Miscellaneous

Section 6.1. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or upon confirmation of receipt when transmitted by electronic mail or on receipt after dispatch by registered or certified mail, postage prepaid, addressed, or on the next business day if transmitted by international overnight courier, in each case to the respective parties at the address set forth on the signature pages hereto under each party’s name (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.1).

Section 6.2. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

Section 6.3. Entire Agreement. This Agreement and the Merger Agreement and the agreements contemplated thereby, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

Section 6.4. Specific Performance. Each of the parties hereto acknowledge and agree that the other parties would be irreparably injured by a breach of this Agreement by it and that money damages alone would not be an adequate remedy for any actual or threatened breach of this Agreement. Accordingly, each party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such party, including the right to claim money damages for breach of any provision of this Agreement. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by a party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by a party.

Section 6.5. Amendments; Waivers. At any time prior to the Expiration Time, any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, (i) in the case of an amendment, by the Supporting Shareholders, Parent and the Company, or (ii) in the case of a waiver, by the party against whom the waiver is to be effective and the Company. Notwithstanding the foregoing, no failure or delay by a party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

Section 6.6. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the Laws of any jurisdiction other than the State of New York.

(b) Subject to Section 6.4, and the last sentence of this Section 6.6, any Actions against any party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre (“HKIAC”) and resolved in accordance with the arbitration rules of HKIAC in force at the relevant time and as may be amended by this Section 6.6. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an “Arbitrator”). The claimant(s) shall nominate jointly one Arbitrator; the respondent(s) shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the arbitration rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

Section 6.7. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6.8. Third Party Beneficiaries. There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities, provided, however, that the Company is an express third-party beneficiary of this Agreement and shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement by the parties hereto, in addition to any other remedy at law or equity.

Section 6.9. Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of the other parties and the Company, except that Parent may assign this Agreement (in whole but not in part) in connection with a permitted assignment of the Merger Agreement by Parent, as applicable. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 6.10. No Presumption Against Drafting Party. Each of the parties to this Agreement acknowledges that it has been represented by independent counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

Section 6.11. Capacity. Notwithstanding anything to the contrary in this Agreement, (i) each of the Supporting Shareholders is entering into this Agreement, and agreeing to become bound hereby, solely in his or its capacity as a beneficial owner of Securities and not in any other capacity (including any capacity as a director or officer of the Company), and (ii) nothing in this Agreement shall obligate such Supporting Shareholder, or his or its representatives to take, or forbear from taking, as a director or officer of the Company, any action which is inconsistent with his or its fiduciary duties under applicable Law.

Section 6.12. Counterparts. This Agreement may be executed in counterparts and all counterparts taken together shall constitute one document. E-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

Section 6.13. Interpretation. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein,” “hereby” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant thereto unless otherwise defined therein. Words of any gender include each other gender and neuter genders and words using the singular or plural number also include the plural or singular number, respectively.

Section 6.14. Confidentiality. This Agreement shall be treated as confidential. This Agreement may not be used, circulated, quoted or otherwise referred to in any document, except with the written consent of the Parent; *provided*, that the parties hereto may disclose the existence and content of this Agreement to the extent required by applicable Law, the applicable rules of any national securities exchange or in connection with any SEC filing relating to the Merger.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

TSH Investment Holding Limited

By: /s/ Jian Tang

Name: Jian Tang

Title: Director

Notice details:

Address: Room 2815c, 28/F,
Metropole Square, No. 2 On Yiu Street,
Shek Mun, N.T., Hong Kong

Attention: Mr. Kin Ho Philip Chan
Email: info@risechainltd.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Jianjun Huang

/s/ Jianjun Huang

Notice details:

Address: c/o Jinyang International Consulting Limited,
Room 605, 6/F, Fa Yuen Commercial Building,
75-77 Fa Yuan Street, Mongkok, Kowloon, Hong Kong

Attention: Jianjun Huang
Email: admin@risechainltd.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Jian Tang

/s/ Jian Tang

Notice details:

Address: 7/F, Block B, HueTeng Century Park Headquarters,
Gaobeidian, Chaoyang District, Beijing, China

Attention: Jian Tang
Email: Jian.tang@1-click.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Wing Hong Sammy Hsieh

/s/ Wing Hong Sammy Hsieh

Notice details:

Address: 15/F, Prosperity Millennia Plaza, 663 King's Road,
Quarry Bay, Hong Kong, China

Attention: Wing Hong Sammy Hsieh
Email: sammy.hsieh@i-click.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Igomax Inc.

By: /s/ Jian Tang

Name: Jian Tang

Title: Director

Notice details:

Address: 7/F, Block B, HueTeng Century Park Headquarters,
Gaobeidian, Chaoyang District, Beijing, China

Attention: Jian Tang

Email: Jian.tang@i-click.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Bubinga Holdings Limited

By: /s/ Wing Hong Sammy Hsieh

Name: Wing Hong Sammy Hsieh

Title: Director

Notice details:

Address: 15/F, Prosperity Millennia Plaza, 663 King's Road,
Quarry Bay, Hong Kong, China

Attention: Wing Hong Sammy Hsieh

Email: sammy.hsieh@i-click.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Marine Central Limited

By: /s/ Jianjun Huang

Name: Jianjun Huang

Title: Director

Notice details:

Address: c/o Jinyang International Consulting Limited,
Room 605, 6/F, Fa Yuen Commercial Building,
75-77 Fa Yuan Street, Mongkok, Kowloon, Hong Kong

Attention: Jianjun Huang
Email: admin@risechainltd.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Creative Big Limited

By: /s/ Chiu Sin Nang Kenny

Name: Chiu Sin Nang Kenny

Title: Director

Notice details:

Address: Unit 1803, 18/F., Stelux House,
698 Prince Edward Road East, San Po Kong

Attention: Chiu Sin Nang Kenny

Email: kennychiu@outlook.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Cheer Lead Global Limited

By: /s/ Hui Tung Wai

Name: Hui Tung Wai

Title: Director

Notice details:

Address: Room 801, 8/F, Everbright Centre,
108 Gloucester Road, Wan Chai, HK

Attention: Hui Tung Wai
Email: huiwahwang@gmail.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Huge Superpower Limited

By: /s/ Deng Yazhi

Name: Deng Yazhi

Title: Director

Notice details:

Address: Room 33B, 24/F., Block D,
Mai Luen Ind. Bldg., 23-31 King Yip St., Kwai Ching

Attention: Deng Yazhi
Email: 13510551364@163.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Capable Excel Limited

By: /s/ Wong Siu Wa

Name: Wong Siu Wa

Title: Director

Notice details:

Address: 43/F., AIA Tower,
183 Electric Road, North Point

Attention: Wong Siu Wa
Email: sammysw888@gmail.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Infinity Global Fund SPC

By: /s/ Hui Tung Wai

Name: Hui Tung Wai

Title: Director

Notice details:

Address: Rm 3605, 36/F, Cheung Kong Center,
2 Queen's Road Central, Hong Kong

Attention: Angus Chow

Email: Angus.chow@infinity-equity.com.cn

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Integrated Asset Management (Asia) Limited

By: /s/ Yam Tak Cheung

Name: Yam Tak Cheung

Title: Director

Notice details:

Address: 21F, Gloucester Road 88,
Wan Chai, Hong Kong

Attention: TC Yam

Email: tcyam@inasset.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Chan Nai Hang

/s/ Chan Nai Hang

Notice details:

Address: 18B, MG Tower, 133 Hoi Bun Road, Kwun Tong,
Kowloon, HK

Attention:

Email: markchan@cmrsgroup.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Likeable Limited

By: /s/ Desmond Chu

Name: Desmond Chu

Title: Director

Notice details:

Address: 10/F, Guangdong Investment Tower,
148 Connaught Road Central, Kong Kong

Attention: Desmond Chu

Email: desmond@dynastyw.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Tsang Hing Sze

/s/ Tsang Hing Sze

Notice details:

Address: Flat 704, 7/F, Block B, Tak Wah House,
Tak Keung Court, Lok Fu, Kowloon, Hong Kong

Attention:
Email: jasminetsang@cmrsgroup.hk

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Lau Ying Wai

/s/ Lau Ying Wai

Notice details:

Address: Room 1905, 19/F, Oi Chiu House,
Tin Oi Court, Tin Shui Wai, New Territories, Hong Kong

Attention:

Email: BarryLau@socialink.com.hk

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Chik Yu Chung Roni

/s/ Chik Yu Chung Roni

Notice details:

Address: 10/F, Rm B, Wai Yu Court,
Hong Ding Street No. 8, Hong Kong

Attention:
Email: ronichik@cmrs.com.hk

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Tse Kok Yu Ryan

/s/ Tse Kok Yu Ryan

Notice details:

Address: Flat F, 16/F, Blk 2, Riviera Gardens,
Tsuen Wan, Hong Kong

Attention:

Email: Ryan.tse@beyonddigital.com.hk

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Imen Pang

/s/ Imen Pang

Notice details:

Address: 23 D, Blk 5, Aldrich Garden,
Shaukeiwan, Hong Kong

Attention:
Email: imen.pang@gmail.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Zhao Yong

By: /s/ Zhao Yong

Name: Zhao Yong

Notice details:

Address: No. 2800 Wanyuan Road,
Minhang District, Shanghai

Attention:

Email: ramboo@vchangyi.com

[Signature Page to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Yang Xin

By: /s/ Yang Xin

Name: Yang Xin

Notice details:

Address: 16th Floor, Block C,
Science and Technology Industrialization Building, No. 900,
Yishan Road, Xuhui District, Shanghai

Attention:

Email: bear.yang@i-click.com

[Signature Page to Support Agreement]

EQUITY COMMITMENT LETTER

November 24, 2023

TSH Investment Holding Limited
Harneys Fiduciary (Cayman) Limited
4th Floor, Harbour Place,
103 South Church Street,
P.O. Box 10240,
Grand Cayman KY1-1002,
Cayman Islands

Ladies and Gentlemen:

Rise Chain Investment Limited (the "Sponsor") and Mr. Huang Jianjun ("Sponsor Shareholder") are pleased to offer this commitment with respect to the purchase of certain equity interests of TSH Investment Holding Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Parent"). Parent has been formed for purposes of acquiring iClick Interactive Asia Group Limited, a company incorporated under the laws of the Cayman Islands (the "Company") pursuant to an Agreement and Plan of Merger (as amended, restated, supplemented or otherwise modified from time to time, the "Merger Agreement"), dated as of the date hereof, by and among the Company, Parent and TSH Merger Sub Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent ("Merger Sub") on the terms and subject to the conditions set forth in the Merger Agreement (the "Transaction"). Each capitalized term used and not defined in this letter agreement (this "Agreement") shall have the meaning ascribed thereto in the Merger Agreement.

1. *Commitment.* The Sponsor and Sponsor Shareholder hereby jointly and severally commit to purchase, or cause the purchase of, equity securities of Parent at or prior to the Effective Time for an aggregate amount of up to US\$8,000,000 (such commitment, the "Commitment") in immediately available funds, on the terms and subject to the conditions specified herein, which Commitment is to be used by Parent solely for the purpose of (i) funding a portion of the Merger Consideration required to be paid by Parent to consummate the Transaction pursuant to and in accordance with the Merger Agreement and (ii) payment of a portion of any other amounts required to be paid pursuant to the Merger Agreement and the fees and expenses in connection with the Transaction. The Sponsor and Sponsor Shareholder will not have any obligation under any circumstances to contribute, directly or indirectly, any capital or money that would be more than the amount of the Commitment to Parent, Merger Sub or any other person pursuant to the terms of this Agreement.

2. *Conditions.* The Sponsor's and Sponsor Shareholder's Commitment shall be subject to (i) the execution and delivery of the Merger Agreement by the Company, Parent and Merger Sub, (ii) the satisfaction or waiver (to the extent permitted) at the Closing of each of the conditions to Parent's and Merger Sub's obligations to effect the Closing set forth in Section 7.01 and Section 7.02 of the Merger Agreement (other than any conditions that by their nature are to be satisfied at the Effective Time but subject to the prior or substantially concurrent satisfaction or waiver of such conditions), and (iii) the Debt Financing having been funded in accordance with the terms thereof or will be funded in accordance with the terms thereof at the Closing if the Equity Financing is funded at the Closing. The Sponsor or Sponsor Shareholder may allocate all or a portion of the Commitment to (i) one or more Affiliates of the Sponsor or any affiliated investment fund or investment vehicle managed by the Sponsor or its Affiliates, or (ii) subject to the prior written consent of Parent, other persons, *provided* that in each case, (a) such allocation shall not relieve the Sponsor or Sponsor Shareholder of its obligations hereunder if such person to which the Commitment is allocated does not perform, and (b) the Sponsor's and Sponsor Shareholder's Commitment hereunder will only be reduced by any amounts of capital actually contributed to Parent (and not returned) at or prior to the Closing Date for the purpose of funding a portion of the Merger Consideration, any other amounts required to be paid pursuant to the Merger Agreement and related fees and expenses pursuant to the Merger Agreement.

3. *Parties in Interest; Third Party Beneficiaries.* The parties hereto hereby agree that their respective agreements and obligations set forth herein are solely for the benefit of the other party hereto and its successors and permitted assigns in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any person other than the parties hereto and their respective successors and permitted assigns any benefits, rights or remedies under or by reason of, or any rights to enforce or cause Parent to enforce, the obligations set forth herein; *provided* that the Company is an express third party beneficiary hereof and shall have the Specific Performance Rights provided in Section 4 of this Agreement as if it were a party hereto and no others.

4. *Enforceability.* This Agreement may only be enforced by (i) Parent, or (ii) the Company against the Sponsor or Sponsor Shareholder to enforce the Sponsor's and/or Sponsor Shareholder's obligation to fund its Commitment in accordance with the terms hereof (the "Specific Performance Rights"). No creditor of Parent or Merger Sub (other than the Company to the extent provided in this Section 4) shall have any right to enforce this Agreement or to cause Parent or any other person to seek to enforce this Agreement against the Sponsor or Sponsor Shareholder.

5. *No Modification; Entire Agreement.* This Agreement may not be amended or otherwise modified without the prior written consent of Parent, the Sponsor, Sponsor Shareholder and the Company. Together with the Merger Agreement, the Interim Investors Agreement, any other limited guaranties related to certain of Parent's and Merger Sub's obligations under the Merger Agreement, the Support Agreement and the Confidentiality Agreement, this Agreement constitutes the sole agreement, and supersedes all prior agreements, understandings and statements, written or oral, between the Sponsor and/or Sponsor Shareholder or any of its Affiliates, on the one hand, and Parent or any of its Affiliates, on the other hand, with respect to the transactions contemplated hereby. Each of the parties hereto acknowledges that each party and its respective counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

6. *Governing Law; Jurisdiction; Venue.* The provisions set forth in Section 9.09 of the Merger Agreement shall apply *mutatis mutandis* to this Agreement as if set forth in full in this Section 6.

7. *Counterparts.* This Agreement may be executed in any number of counterparts (including by facsimile or by pdf delivered via email), each such counterpart when executed being deemed to be an original instrument, and all such counterparts shall together constitute one and the same agreement.

8. *Severability.* Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

9. *Confidentiality.* This Agreement shall be treated as confidential and is being provided to Parent and the Company solely in connection with the Transaction. This Agreement may not be used, circulated, quoted or otherwise referred to in any document by Parent or the Company except with the prior written consent of the Sponsor in each instance, *provided* that no such written consent is required for any disclosure of the existence or content of this Agreement (i) to the extent required by applicable Law, the applicable rules of any national securities exchange or in connection with any SEC filing relating to the Transaction, (ii) to Parent's or the Company's Affiliates and Representatives, who need to know of the existence of this Agreement or (iii) in connection with any Action to enforce the terms of this Agreement or the Merger Agreement.

10. *Termination.* The obligation of the Sponsor and Sponsor Shareholder under or in connection with this Agreement will terminate automatically and immediately upon the earliest to occur of (a) the Effective Time (at which time all such obligations shall be discharged, but subject to the performance of such obligations), and (b) the valid termination of the Merger Agreement pursuant to its terms (unless the Company shall have previously made a claim under its Specific Performance Rights, in which case this Agreement shall terminate upon the final, non-appealable resolution of such action and satisfaction by the Sponsor and Sponsor Shareholder of any obligations finally determined or agreed to be owed by the Sponsor and Sponsor Shareholder, consistent with the terms hereof); *provided* that if the Parent Termination Fee is payable such Parent Termination Fee must be received by the Company in full for this Agreement to terminate.

11. *No Assignment.* The Commitment evidenced by this Agreement shall not be assigned or delegated, in whole or in part, (i) by the Sponsor or Sponsor Shareholder without the prior written consent of Parent and the Company, except that the Sponsor or Sponsor Shareholder may assign or delegate all or a portion of its obligations to fund the Commitment to any of the Sponsor's or Sponsor Shareholder's Affiliates or any affiliated investment fund or investment vehicle managed by the Sponsor or Sponsor Shareholder or its Affiliates thereof; *provided*, that such assignee or delegate has certified in writing to Parent prior to such assignment or delegation that it agrees to accept and undertake any and all assigned or delegated obligations hereunder and that it is capable of performing all of its obligations hereunder; *provided further*, that any such assignment or delegation shall not relieve the Sponsor or Sponsor Shareholder of its obligations under this Agreement to the extent not performed by such Affiliate, investment fund or investment vehicle; and (ii) by Parent without the prior written consent of the Sponsor and the Company.

12. *Representations and Warranties.* The Sponsor hereby represents and warrants to Parent with respect to (a) to (g) below and Sponsor Shareholder hereby represents and warrants to Parent with respect to (d) to (g) below: (a) it is duly organized, validity existing and in good standing under the laws of its jurisdiction of organization, (b) it has all limited partnership, corporate or other organizational power and authority to execute, deliver and perform this Agreement, (c) the execution, delivery and performance of this Agreement by it has been duly and validly authorized and approved by all necessary limited partnership, corporate or other organizational action of the Sponsor, (d) this Agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation of the Sponsor or Sponsor Shareholder, as applicable, and (assuming due execution and delivery of this Agreement by other parties hereto), enforceable against the Sponsor or Sponsor Shareholder, as applicable, in accordance with the terms of this Agreement (subject to the effects of bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law)), (e) the execution, delivery and performance by the Sponsor or Sponsor Shareholder, as applicable, of this Agreement do not and will not violate the organizational documents of the Sponsor or Sponsor Shareholder, as applicable, or any applicable Law or conflict with any material agreement binding on the Sponsor or Sponsor Shareholder, as applicable; (f) the Sponsor or Sponsor Shareholder, as applicable, has uncalled capital commitments or otherwise has available funds in excess of the sum of the Commitment and all of its other unfunded contractually binding equity commitments that are currently outstanding; and (g) no action, consent, permit, authorization by, and no notice to or filing with, any Governmental Authority is required in connection with the execution, delivery or performance of this Agreement by the Sponsor or Sponsor Shareholder, as applicable.

[Signature Pages to Follow – Remainder of the Page Intentionally Left Blank]

Sincerely,

Rise Chain Investment Limited

By: /s/ Huang Jianjun

Name: Huang Jianjun

Title: Director

Huang Jianjun

/s/ Huang Jianjun

[Signature Page to Equity Commitment Letter]

Agreed to and accepted:

TSH Investment Holding Limited

By: /s/ TANG Jian

Name: TANG Jian

Title: Director

[Signature Page to Equity Commitment Letter]

LIMITED GUARANTEE

This Limited Guarantee (this "Limited Guarantee"), dated as of November 24, 2023, is made by Rise Chain Investment Limited, a company incorporated under the Laws of the British Virgin Islands (the "Guarantor") and wholly owned by Mr. Huang Jianjun, in favor of iClick Interactive Asia Group Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands (the "Guaranteed Party"). Unless otherwise indicated, capitalized terms used but not defined in this Limited Guarantee shall have the meanings assigned to them in the Merger Agreement (as defined below). This Limited Guarantee is being delivered to the Guaranteed Party concurrently with the execution and delivery of the Merger Agreement.

1. GUARANTEE.

(a) To induce the Guaranteed Party to enter into that certain Agreement and Plan of Merger, dated as of the date hereof, by and among TSH Investment Holding Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands ("Parent"), TSH Merger Sub Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands and a wholly owned subsidiary of Parent ("Merger Sub"), and the Guaranteed Party (as may be revised, amended, restated or supplemented from time to time, the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Guaranteed Party, the Guarantor, intending to be legally bound, hereby absolutely, unconditionally and irrevocably, guarantees to the Guaranteed Party, as a primary obligor and not merely as a surety, subject to the terms and conditions hereof, but only up to the Maximum Amount (as defined below), the due and punctual payment, performance and discharge of the Parent's obligations with respect to (i) the payment of the Parent Termination Fee pursuant to Section 8.06(b) of the Merger Agreement, (ii) the reimbursement obligations of Parent pursuant to Section 8.06(d) of the Merger Agreement and (iii) the indemnification and reimbursement obligations of Parent under Section 6.07(g) of the Merger Agreement (the obligations contemplated by the immediately preceding clauses (i), (ii) and (iii) collectively, the "Guaranteed Obligations"). The maximum aggregate amount of liability of the Guarantor under this Limited Guarantee (exclusive of the reimbursement of costs and expenses, if applicable, pursuant to and only in accordance with Section 17 hereof (such payment, if required to be paid by Guarantor in accordance with the terms hereof, the "Prevailing Party Costs") shall not exceed the sum of: (A) the Parent Termination Fee, (B) the sum of any and all reimbursement obligations of Parent under Section 8.06(d) of the Merger Agreement, and (C) the sum of any and all indemnification and reimbursement obligations of Parent pursuant to Section 6.07(g) of the Merger Agreement (such sum, the "Maximum Amount"), it being understood that the Guaranteed Party will not seek to enforce this Limited Guarantee without giving effect to the Maximum Amount.

(b) Except with respect to the Prevailing Party Costs, the Guaranteed Party hereby agrees that: (x) in no event shall the Guarantor be required to pay to any Person under, in respect of, or in connection with this Limited Guarantee more than the applicable Maximum Amount, and (z) the Guarantor shall not have any obligation or liability to any Person relating to, arising out of or in connection with, this Limited Guarantee other than as expressly set forth herein. All payments hereunder shall be made in United States dollars in immediately available funds, unless otherwise agreed by the parties hereto.

(c) Subject to the terms and conditions of this Limited Guarantee, if Parent fails to pay any or all of the Guaranteed Obligations when due pursuant to terms of the Merger Agreement, then all of the Guarantor's liabilities to the Guaranteed Party hereunder in respect of the Guaranteed Obligations shall, at the Guaranteed Party's option, become immediately due and payable and the Guaranteed Party may at any time and from time to time, at the Guaranteed Party's option, and so long as Parent remains in breach of the Guaranteed Obligations, take any and all actions available hereunder or under applicable Law to collect such Guaranteed Obligations from the Guarantor, subject to the limitations described herein (including the Maximum Amount).

2. NATURE OF GUARANTEE; CERTAIN WAIVERS.

(a) This Limited Guarantee is an unconditional and continuing guarantee of payment, not of collection, and a separate Action or Actions may be brought and prosecuted against the Guarantor to enforce this Limited Guarantee, irrespective of whether any Action is brought against Parent, Merger Sub, or any other Person or whether Parent, Merger Sub, or any other Person is joined in any such Action or Actions.

(b) Subject to the terms hereof, the liability of the Guarantor under this Limited Guarantee shall, to the fullest extent permitted under applicable Law (and except in such case where this Limited Guarantee is terminated pursuant to Section 5), be absolute, irrevocable, unconditional and continuing, irrespective of:

(i). any change in the corporate existence, structure or ownership of Parent or Merger Sub or any other Person now or hereafter interested in the transactions contemplated by the Merger Agreement, or any of their respective assets;

(ii). any insolvency, bankruptcy, reorganization, liquidation or other similar proceeding affecting Parent, Merger Sub or any other Person now or hereafter interested in the transactions contemplated by the Merger Agreement, or any of their respective assets;

(iii). any waiver, amendment, modification of, or other consent to departure from, the Merger Agreement or any other agreement or instrument evidencing, securing or otherwise executed by Parent, Merger Sub, or any other Person in connection with any of the Guaranteed Obligations, or any change in the manner or place of payment or performance of, any change or extension of the time of payment or performance of, or any renewal or alteration of, any Guaranteed Obligation, any escrow arrangement or other security therefor, or any liability incurred directly or indirectly in respect thereof, in each case to the extent that any of the foregoing does not have the effect of expanding the circumstances under which the Guaranteed Obligations are payable;

(iv). the existence of any claim, set-off or other right that any Guarantor may have at any time against Parent, Merger Sub, the Guaranteed Party or any other Person, whether in connection with any Guaranteed Obligation or otherwise, other than, in each case, (A) any claim or set-off against, defenses to or discharge of the payment of the Guaranteed Obligations that are available to Parent or Merger Sub under the Merger Agreement and/or (B) with respect to this Limited Guarantee, a breach by the Guaranteed Party of this Limited Guarantee;

(v). the failure of the Guaranteed Party to assert any claim or demand or enforce any right or remedy against Parent, Merger Sub or any other Person primarily or secondarily liable with respect to any Guaranteed Obligation;

(vi). the adequacy of any other means the Guaranteed Party may have of obtaining repayment of any of the Guaranteed Obligations;

(vii). any other act or omission that may in any manner or to any extent vary the risk of the Guarantor or otherwise operate as an addition, substitution, discharge or release of Parent, Merger Sub, or any other Person as a matter of law or equity (other than as a result of payment of the Guaranteed Obligations in accordance with their terms, or a discharge or release of Parent with respect to the Guaranteed Obligations under the Merger Agreement), other than, in each case, with respect to (A) any claim or set-off against, defenses to or discharge of the payment of the Guaranteed Obligations that are available to Parent or Merger Sub under the Merger Agreement and/or (B) with respect to this Limited Guarantee, a breach by the Guaranteed Party of this Limited Guarantee; or

(viii). the value, genuineness, validity, illegality or enforceability of any other agreement or instrument referred to herein or therein.

(c) To the fullest extent permitted under applicable Law and subject to Section 2(f) below, the Guarantor hereby waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by the Guaranteed Party upon this Limited Guarantee or acceptance of this Limited Guarantee. Without expanding the obligations of the Guarantor hereunder, the Guaranteed Obligations (subject to the Maximum Amount), and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Limited Guarantee, and all dealings between Parent and/or the Guarantor, on the one hand, and the Guaranteed Party, on the other, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Limited Guarantee. When pursuing any of its rights and remedies hereunder against the Guarantor, the Guaranteed Party shall be under no obligation to pursue (or elect among) such rights and remedies it may have against Parent, Merger Sub, or any other Person for the Guaranteed Obligations or any right of offset with respect thereto, and any failure by the Guaranteed Party to pursue (or elect among) such other rights or remedies or to collect any payments from Parent or any such other Person or to realize upon or to exercise any such right of offset, and any release by the Guaranteed Party of Parent or any such other Person or any right of offset, shall not relieve the Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of Law, of the Guaranteed Party, and to the extent permitted by Law, the Guarantor hereby expressly waives any and all rights or defenses arising by reason of any Law which would otherwise require any such pursuit or election, in each case subject to Section 2(a).

(d) To the fullest extent permitted by Law and subject to Section 2(f) below, the Guarantor irrevocably waives promptness, diligence, grace, acceptance hereof, presentment, demand, notice of non-performance, default, dishonor and protest and any other notice not provided for herein (except for notices to be provided to Parent or Merger Sub pursuant to the terms of the Merger Agreement), all defenses which may be available by virtue of any valuation, stay, moratorium Law or other similar Law now or hereafter in effect, any right to require the marshaling of assets of any Person interested in the transactions contemplated by the Merger Agreement, and all suretyship defenses generally (other than any and all defenses to the payment of the Guaranteed Obligations (x) that are available to Parent or Merger Sub under the Merger Agreement, or (y) in respect of fraud or willful misconduct of the Guaranteed Party or any of its Affiliates in connection with the Merger Agreement or this Limited Guarantee).

(e) The Guaranteed Party shall not be obligated to file any claim relating to any Guaranteed Obligation in the event that Parent or Merger Sub becomes subject to a bankruptcy, insolvency, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment to the Guaranteed Party in respect of any Guaranteed Obligation is rescinded or must otherwise be returned to Parent, Merger Sub or the Guarantor for any reason whatsoever, the Guarantor shall remain liable hereunder in accordance with the terms hereof with respect to such Guaranteed Obligation (subject to the Maximum Amount) as if such payment had not been made, so long as this Limited Guarantee has not been terminated in accordance with its terms.

(f) Notwithstanding anything to the contrary contained in this Limited Guarantee, the Guaranteed Party hereby agrees that: (i) to the extent Parent and Merger Sub are relieved of all or any portion of the Guaranteed Obligations pursuant to the terms of the Merger Agreement or otherwise, the Guarantor shall be similarly and proportionally relieved of its Guaranteed Obligations under this Limited Guarantee, and (ii) the Guarantor shall have all defenses to the payment of its obligations under this Limited Guarantee (which in any event shall be subject to the Maximum Amount) that would be available to Parent and/or Merger Sub under the Merger Agreement with respect to the Guaranteed Obligations as well as any defenses in respect of fraud or willful misconduct of the Guaranteed Party hereunder or any breach by the Guaranteed Party of any term hereof.

3. **SOLE REMEDY; NO RECOURSE.** Notwithstanding anything that may be expressed or implied in this Limited Guarantee, the Merger Agreement, the Support Agreement or any document or instrument delivered in connection herewith or therewith, by its acceptance of the benefits of this Limited Guarantee, the Guaranteed Party covenants, agrees and acknowledges that no Person other than the Guarantor (and any successors and permitted assignees thereof) has any obligations hereunder (whether of an equitable, contractual, tort, statutory or other nature) and that, notwithstanding that the Guarantor may be a partnership, limited liability company or corporation, except for the Retained Claims (as defined below), neither the Guaranteed Party nor any of its Affiliates has any right of recovery under this Limited Guarantee, the Merger Agreement, the Support Agreement or any document or instrument delivered in connection herewith or therewith, or for any claim based on, in respect of, or by reason of, any obligations contained in any such document or instrument, against, and no personal liability shall attach to, in each case, any of the former, current or future direct or indirect equity holders, controlling persons, Affiliates (other than permitted assignees pursuant to Section 11 hereof), portfolio companies, directors, officers, employees, agents, advisors, representatives, members, managers, general or limited partners of the Guarantor, any investment fund or partnership or vehicle advised or managed by the Guarantor, or any former, current or future direct or indirect equity holder, controlling person, Affiliate (other than permitted assignees pursuant to Section 11 hereof), portfolio company, director, officer, employee, agent, advisor, representative, member, manager, or general or limited partner of any of the foregoing (each a “Non-Recourse Party”), through Parent, Merger Sub or otherwise, whether by or through attempted piercing of the corporate (or limited partnership or limited liability company) veil, by or through theories of agency, alter ego, unfairness, undercapitalization or single business enterprise, by or through a claim by or on behalf of Parent or Merger Sub against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise. The Guaranteed Party further covenants, agrees and acknowledges that the only rights of recovery and claims that the Guaranteed Party, any of the direct or indirect shareholder of the Guaranteed Party or any of its subsidiaries, any Affiliate of the Guaranteed Party or such shareholder, or any of the Affiliates, equity holders, controlling persons, directors, officers, employees, members, managers, general or limited partners or representatives of the foregoing (collectively, the “Guaranteed Party Group”) has in respect of this Limited Guarantee, the Merger Agreement, the Support Agreement or the transactions contemplated hereby or thereby are its rights (including through exercise of third party beneficiary rights, if any, and solely to the extent expressly provided therein in accordance with the terms thereof) to recover from, and assert claims against, (i) Parent and Merger Sub and their respective successors and assigns under and to the extent expressly provided in the Merger Agreement, (ii) the Guarantor (but not any Non-Recourse Party) and its successors and assigns under and to the extent expressly provided in this Limited Guarantee (in each case, subject to the Maximum Amount and the Guaranteed Obligations set forth in this Limited Guarantee and the other limitations described herein), (iii) any Supporting Shareholder (as defined in the Support Agreement) and its successors and assigns pursuant to the Guaranteed Party’s third party beneficiary rights to the extent expressly set forth in the Support Agreement, and (iv) any Sponsor and Sponsor Shareholder (each, as defined in the Equity Commitment Letter) and its successor and assigns pursuant to third party beneficiary rights of the Guaranteed Party as set forth in the Equity Commitment Letter, in each case pursuant to and in accordance with the terms thereof (the rights and claims described under (i) to (iv) collectively, the “Retained Claims”). The Guaranteed Party hereby covenants and agrees that, other than with respect to the Retained Claims, it shall not, and it shall cause its Affiliates not to, institute any Action arising under, or in connection with, this Limited Guarantee, the Merger Agreement, the Support Agreement or the transactions contemplated hereby or thereby, against the Guarantor or any Non-Recourse Party. Nothing set forth in this Limited Guarantee shall confer or give or shall be construed to confer or give to any Person other than the Guaranteed Party (including any person acting in a Representative capacity) any rights or remedies against any Person including the Guarantor, except as expressly set forth herein. For the avoidance of doubt, none of the Guarantor, Parent, Merger Sub or their respective successors and permitted assigns under the Merger Agreement, the Equity Commitment Letter or this Limited Guarantee shall be a Non-Recourse Party.

4. **SUBROGATION.** 5. The Guarantor hereby unconditionally and irrevocably agrees that it will not exercise against Parent or Merger Sub any rights (including, without limitation, rights of subrogation, reimbursement, exoneration, indemnification or contribution and any right to participate in any claim or remedy of the Guaranteed Party), whether arising by contract or operation of law (including, without limitation, any such right arising under bankruptcy or insolvency Laws) or otherwise, by reason of any payment by it pursuant to the provisions of Section 1 hereof or with respect to any of the Guaranteed Obligations, including without limitation the right to take or receive from Parent or Merger Sub, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until the Guaranteed Obligations (subject to the Maximum Amount) have been paid in full.

5. TERMINATION. This Limited Guarantee shall terminate (and the Guarantor shall have no further obligations hereunder) upon the earliest to occur of (a) the Effective Time, (b) the payment in full of the Guaranteed Obligations (subject to the Maximum Amount), and (c) the valid termination of the Merger Agreement in accordance with its terms under the circumstance in which Parent and/or Merger Sub would not be obligated to make any payment of any Guaranteed Obligations. In the event that the Guaranteed Party or any of its controlled Affiliates asserts in any Action relating to this Limited Guarantee, the Merger Agreement, the Support Agreement or any document entered into in connection with such agreements or the transactions contemplated hereby or thereby (i) that the provisions hereof (including, without limitation, Section 1 hereof limiting the Guarantor's liability to the Maximum Amount and the Guaranteed Obligations, or Section 3 hereof relating to the sole and exclusive remedies of the Guaranteed Party and the Guaranteed Party Group against the Guarantor or any Non-Recourse Party or this Section 5) are illegal, invalid or unenforceable, in whole or in part, (ii) that the Guarantor is liable in excess of or to a greater extent than the Guarantee Obligations or the Maximum Amount, or (iii) any theory of liability against the Guarantor or any Non-Recourse Party other than any Retained Claim, then (x) the obligations of the Guarantor under this Limited Guarantee shall terminate *ab initio* and be null and void, (y) if the Guarantor has previously made any payments under this Limited Guarantee, it shall be entitled to recover such payments from the Guaranteed Party and (z) neither the Guarantor nor any Non-Recourse Party shall have any liability whatsoever (whether at law or equity or in tort, contract or otherwise) to the Guaranteed Party or any other member of the Guaranteed Party Group with respect to this Limited Guarantee, the Merger Agreement, the Support Agreement, any document or instrument delivered in connection with the Merger Agreement, or the transactions contemplated hereby or thereby.

6. CONTINUING GUARANTEE. 7. Unless terminated pursuant to the provisions of Section 5 hereof, this Limited Guarantee is a continuing one and shall remain in full force and effect until the payment and satisfaction in full of the Guaranteed Obligations (subject to the Maximum Amount), shall be binding upon the Guarantor, its successors and permitted assigns, and shall inure to the benefit of, and be enforceable by, the Guaranteed Party and its successors, permitted transferees and permitted assigns provided that notwithstanding anything to the contrary in this Limited Guarantee, the provisions of this Limited Guarantee that are for the benefit of any Non-Recourse Party (including the provisions of Sections 3, 5 and 16) shall indefinitely survive any termination of this Limited Guarantee for the benefit of the Guarantor and any such Non-Recourse Party.

7. ENTIRE AGREEMENT. 8. This Limited Guarantee, the Merger Agreement, the Support Agreement, the Confidentiality Agreement and the Equity Commitment Letter constitute the entire agreement with respect to the subject matter hereof, and supersede all other prior agreements and understandings, both written and oral, among Parent, Merger Sub and/or the Guarantor or any of their respective Affiliates, on the one hand, and the Guaranteed Party or any of its Affiliates, on the other hand.

8. CHANGES IN OBLIGATIONS. The Guarantor agrees that the Guaranteed Party may, in its sole discretion and to the extent permitted under applicable Law, at any time and from time to time, without notice to or further consent of the Guarantor, extend the time of payment of the Guaranteed Obligations (subject to the Maximum Amount), and may also make any agreement with Parent and/or Merger Sub for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of any agreement between the Guaranteed Party and Parent and/or Merger Sub, without in any way impairing or affecting the Guarantor's obligations under this Limited Guarantee; provided that the Maximum Amount shall not be amended or modified, directly or indirectly, in any manner.

9. ACKNOWLEDGEMENT. The Guarantor acknowledges that it will receive substantial indirect benefits from the transactions contemplated by the Merger Agreement and that the waivers, covenants and agreements set forth in this Limited Guarantee are knowingly made in contemplation of such benefits.

10. REPRESENTATIONS AND WARRANTIES. 1. The Guarantor hereby represents and warrants that:

(a) the Guarantor is duly incorporated, validly existing and in good standing under the Laws of the jurisdiction in which it is formed and has all requisite corporate or similar power and authority to execute, deliver and perform this Limited Guarantee;

(b) the execution, delivery and performance of this Limited Guarantee have been duly authorized by all necessary action on the Guarantor's part and do not contravene any provision of the Guarantor's organizational documents or any Law, regulation, rule, decree, order, judgment or contractual restriction binding on the Guarantor or its assets;

(c) except as is not, individually or in the aggregate, reasonably likely to impair or delay the Guarantor's performance of its obligations hereunder in any material respect, all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Authority necessary for the due execution, delivery and performance of this Limited Guarantee by the Guarantor have been obtained or made and all conditions thereof have been duly complied with, and except for compliance with the Exchange Act, as amended, and the rules and regulations promulgated thereunder, no other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required in connection with the execution, delivery or performance of this Limited Guarantee;

(d) this Limited Guarantee has been duly and validly executed and delivered by the Guarantor and, assuming due execution and delivery of this Limited Guarantee and the Merger Agreement by the Guaranteed Party, this Limited Guarantee constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject to the Enforceability Exceptions; and

(e) the Guarantor has the financial capacity to pay and perform its obligations under this Limited Guarantee, and all funds necessary for the Guarantor to fulfill its obligations under this Limited Guarantee shall be available to the Guarantor (or any of its permitted assignees pursuant to Section 11 hereof) for so long as this Limited Guarantee shall remain in effect in accordance with Section 6 hereof.

11. NO ASSIGNMENT. Neither the Guarantor nor the Guaranteed Party may assign or delegate its rights, interests or obligations hereunder to any other Person, in whole or in part, (whether by operation of Law or otherwise) without the prior written consent of the Guaranteed Party (in the case of an assignment or delegation by the Guarantor) or the Guarantor (in the case of an assignment or delegation by the Guaranteed Party). Any attempted assignment in violation of this Section 11 shall be null and void.

12. NOTICES. All notices, requests, claims, demands and other communications hereunder shall be given by the means specified in Section 9.02 of the Merger Agreement (and shall be deemed given as specified therein) as follows:

If to the Guaranteed Party: iClick Interactive Asia Group Limited
15/F Prosperity Millennia Plaza, 663 King's Road,
Quarry Bay, Hong Kong S.A.R., People's Republic of China
Email: philip.kan@i-click.com
Attention: Philip Kan

with a copy to: Cleary Gottlieb Steen & Hamilton LLP
45th Floor, Fortune Financial Center, 5 Dong
San Huan Zhong Lu
Chaoyang District, Beijing, China 100022
Email: dshiu@cgsh.com
Attention: Denise Shiu

If to the Guarantor: Rise Chain Investment Limited
OMC Chambers, Wickhams Cay 1, Road Town,
Tortola, British Virgin Islands
Email: info@risechainltd.com
Attention: Mr. Huang Jianjun

with a copy to: Prospera Law, LLP
1901 Avenue of the Stars, Suite 480
Los Angeles, CA 90067
Email: kleung@prosperalaw.com
Attention: Mr. Kevin Leung

13. GOVERNING LAW; DISPUTE RESOLUTION.

(a) Subject to Section 13(b), this Limited Guarantee and all disputes or controversies arising out of or relating to this Limited Guarantee or the transactions contemplated hereby shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York without regard to the conflict of Law principles thereof that would subject such matter to the Laws of another jurisdiction. Any disputes, actions and proceedings against any party or arising out of or in any way relating to this Limited Guarantee shall be submitted to the Hong Kong International Arbitration Centre (“HKIAC”) and resolved in accordance with the Arbitration Rules of HKIAC (the “Rules”) in force at the relevant time and as may be amended by this Section 13. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an “Arbitrator”). The claimant(s) shall nominate jointly one Arbitrator; the respondent(s) shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the arbitration rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(b) Notwithstanding the foregoing, the parties hereto consent to and agree that in addition to any recourse to arbitration as set out in this Section 13, any party may, to the extent permitted under the Laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Limited Guarantee is governed by the Laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural Law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 13(b) is only applicable to the seeking of interim injunctions and does not otherwise restrict the application of Section 13(a) in any way.

14. COUNTERPARTS. This Limited Guarantee shall not be effective until it has been executed and delivered by all parties hereto. This Limited Guarantee may be executed by facsimile or electronic transmission in pdf format, and in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

15. THIRD-PARTY BENEFICIARIES. This Limited Guarantee shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing express or implied in this Limited Guarantee is intended to, or shall, confer upon any other person any benefits, rights or remedies under or by reason of, or any rights to enforce or cause the Guaranteed Party to enforce, the obligations set forth herein; provided, that each of the Non-Recourse Parties shall be third party beneficiaries of the provisions hereof that are expressly for their benefit.

16. CONFIDENTIALITY. This Limited Guarantee shall be treated as confidential and is being provided to the undersigned solely in connection with the Merger. This Limited Guarantee may not be used, circulated, quoted or otherwise referred to in any document (except for the Merger Agreement and any agreement or document referred to therein), except with the written consent of the Guarantor and the Guaranteed Party; provided that the parties may disclose the existence and content of this Limited Guarantee to the extent required by Law, the applicable rules of any national securities exchange, in connection with any SEC filings relating to the Merger Agreement or the transactions contemplated thereby or in connection with any litigation relating to the Merger Agreement or the transactions contemplated thereby as permitted by, or provided in, the Merger Agreement and the Guarantor may disclose it to any Non-Recourse Party that needs to know of the existence of this Limited Guarantee and is subject to the confidentiality obligations set forth herein.

17. COSTS AND EXPENSES. In any action at law or suit in equity to enforce this Limited Guarantee or the rights of any of the parties hereunder, the prevailing party in such action or suit shall be entitled to recover from the non-prevailing party its reasonable and documented attorneys' fees and all other reasonable court costs and expenses incurred in such action or suit; provided, however, that the non-prevailing party shall not be liable for fees, costs and expenses of the prevailing party under this Section 17 if it is finally determined by the Arbitrator or a court of competent jurisdiction that no payment under this Limited Guarantee is due, and provided, further, that the obligation of the non-prevailing party under this Section 17 shall not exceed \$500,000. The parties agree that the determination of who is the prevailing party and the amount of such costs shall be made by either the Arbitrators in any arbitration proceeding conducted under Section 13(a) herein, or by the applicable court of competent jurisdiction in any court proceeding conducted under Section 13(b) herein. Any payment by the Guarantor under this Section 17 shall not reduce, limit, or otherwise affect the other obligations of the Guarantor hereunder or be counted towards the Maximum Amount.

18. MISCELLANEOUS.

(a) No amendment, supplementation, modification or waiver of this Limited Guarantee or any provision hereof shall be enforceable unless approved by the Guaranteed Party and the Guarantor in writing. No failure on the part of either party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power hereunder. Subject to Section 5, no waiver by any party of any breach or violation of, or default under, this Limited Guarantee, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. Each and every right, remedy and power hereby granted to either party or allowed it by Law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by such party at any time or from time to time subject to the terms and provisions hereof. The Guaranteed Party and its Affiliates are not relying upon any prior or contemporaneous statement, undertaking, understanding, agreement, representation or warranty, whether written or oral, made by or on behalf of the Guarantor, any Non-Recourse or their respective Affiliates in connection with this Limited Guarantee except as expressly set forth herein by the Guarantor. The Guarantor and its Affiliates are not relying upon any prior or contemporaneous statement, undertaking, understanding, agreement, representation or warranty, whether written or oral, made by or on behalf of the Guaranteed Party in connection with this Limited Guarantee except as expressly set forth herein by the Guaranteed Party.

(b) Any term or provision of this Limited Guarantee that is invalid or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective solely to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; provided, however, that this Limited Guarantee may not be enforced in violation of the limitation of the amount payable by the Guarantor hereunder to the Maximum Amount provided in Section 1 hereof and to the provisions of Sections 3 and 5 hereof. Subject to Section 2(f), each party hereto covenants and agrees that it shall not assert, and shall cause its respective Affiliates, officers, directors and employees not to assert, that this Limited Guarantee or any part hereof is invalid, illegal or unenforceable in accordance with its terms.

(c) The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Limited Guarantee. When a reference is made in this Limited Guarantee to a Section, such reference shall be to a Section of this Limited Guarantee unless otherwise indicated. The word “including” and words of similar import when used in this Limited Guarantee shall mean “including, without limitation,” unless otherwise specified.

(d) All parties hereto acknowledge that each party and its counsel have reviewed this Limited Guarantee and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Limited Guarantee.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Guarantor has caused this Limited Guarantee to be executed and delivered as of the date first written above.

RISE CHAIN INVESTMENT LIMITED

By: /s/ Huang Jianjun

Name: Huang Jianjun

Title: Director

[Signature Page to Limited Guarantee]

IN WITNESS WHEREOF, the Guaranteed Party has caused this Limited Guarantee to be executed and delivered as of the date first written above by its officer thereunto duly authorized.

ICLICK INTERACTIVE ASIA GROUP LIMITED

By: /s/ Philip Kan

Name: Philip Kan

Title: Director

[Signature Page to Limited Guarantee]

INTERIM INVESTORS AGREEMENT

This Interim Investors Agreement (the “Agreement”) is made as of November 24, 2023, by and among (i) Jian Tang (the “Chairman”), (ii) Igomax Inc., a British Virgin Islands company wholly owned by the Chairman (“Igomax”), (iii) Wing Hong Sammy Hsieh (the “Co-Founder,” and together with the Chairman, the “Founders”), (iv) Bubinga Holdings Limited, a British Virgin Islands company wholly owned by the Co-Founder (“Bubinga,” and together with the Chairman, Igomax and the Co-Founder, the “Founder Parties”), (v) Huang Jianjun, (vi) Rise Chain Investment Limited, a British Virgin Islands company wholly owned by Huang Jianjun (“Rise Chain,” together with Huang Jianjun, the “Sponsor Parties,” (vii) TSH Investment Holding Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (“Parent”) and (viii) TSH Merger Sub Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent (“Merger Sub”). Each of the Founder Parties, Sponsor Parties, Parent and Merger Sub is referred to herein as a “Party”, and collectively, the “Parties”. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in Section 8.1 hereof.

WHEREAS, on the date hereof, Parent, Merger Sub and iClick Interactive Asia Group Limited, a company incorporated under the laws of the Cayman Islands (the “Target”) have executed an Agreement and Plan of Merger (the “Merger Agreement”), pursuant to which Merger Sub will be merged with and into the Target (the “Merger”, and together with other transactions contemplated by the Merger Agreement, the Equity Commitment Letter, the Facility Agreement, the Support Agreement, the Limited Guarantee and this Agreement, the “Transactions”), with the Target becoming the surviving entity and a wholly owned subsidiary of Parent (the “Surviving Company”);

WHEREAS, prior to or on the date hereof, the Sponsor Parties entered into a letter agreement (the “Equity Commitment Letter”) in favor of Parent, pursuant to which each of the Sponsor Parties agrees, subject to the terms and conditions set forth therein, to purchase, directly or indirectly, certain equity interests of Parent prior to the closing of the Merger (the “Closing”) in connection with the Transactions (the “Equity Commitment”);

WHEREAS, prior to or on the date hereof, New Age SP II, a segregated portfolio under New Age SPC, a Cayman Islands-registered segregated portfolio company (the “Lender”) executed a facility agreement with Parent (the “Facility Agreement”), pursuant to which the Lender has agreed, subject to the terms and conditions set forth therein, to make available to Parent the secured term loan facility described therein immediately prior to the Closing in connection with the Merger;

WHEREAS, prior to or on the date hereof, the Founder Parties, the Sponsor Parties and certain other parties named therein (each, a “Rollover Shareholder” and collectively, the “Rollover Shareholders”) and Parent entered into a support agreement, pursuant to which each Rollover Shareholder agreed, subject to the terms and conditions set forth therein, to the cancellation of certain Target Ordinary Shares and to subscribe for or otherwise receive certain equity interests of Parent at or immediately prior to the Closing in connection with the Transactions and to vote in favor of the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement (collectively, the “Support Agreement”);

WHEREAS, prior to or on the date hereof, Rise Chain entered into a limited guarantee in favor of the Target, guaranteeing certain of Parent's and Merger Sub's obligations under the Merger Agreement (the "Limited Guarantee"); and

WHEREAS, the Parties wish to agree to certain terms and conditions that will govern the actions of Parent and Merger Sub and the relationship among them with respect to the Transactions.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Agreements Among the Parties

1.1. Cooperation among Parties. Each of the Parties agrees to cooperate with each other in good faith and to use commercially reasonable efforts to take any action or refrain from taking any action, in each case, that is required or necessary for Parent and Merger Sub to consummate the Merger, in accordance with the terms of this Agreement and any other agreement to which such Party is a party.

1.2. Authority of Parent and Merger Sub. Without limiting the generality of Section 1.1, the Founder Parties and the Sponsor Parties (collectively, the "Requisite Parties") may cause each of Parent and Merger Sub to take any action, subject to compliance with this Agreement, permitted under this Agreement, and, except as otherwise set forth herein, Parent and Merger Sub shall take only those actions approved by the Requisite Parties.

1.3. Actions under the Merger Agreement. The Requisite Parties may jointly cause Parent and Merger Sub to take any action or refrain from taking any action in order for each of Parent and Merger Sub to comply with its obligations, satisfy its closing conditions or exercise its rights under the Merger Agreement or any other action with respect to the Merger Agreement, including, without limitation, (i) determining that the conditions to closing specified in Sections 7.01 and 7.02 of the Merger Agreement (the "Closing Conditions") have been satisfied, (ii) waiving compliance with any agreement or condition in the Merger Agreement (including any Closing Condition), (iii) amending or modifying the Merger Agreement, and (iv) determining to close the Merger (collectively, the "Reserved Matters"). Parent and Merger Sub shall not, and no other Party shall permit Parent or Merger Sub to, carry out any Reserved Matter unless such action has been approved in advance in writing by the Requisite Parties. Each of Parent and Merger Sub agrees not to take any action with respect to the Merger Agreement, including granting or withholding of waivers or entering into amendments, unless such actions are in accordance with this Agreement. Notwithstanding any provision of this Agreement to the contrary, from and after the time any Sponsor Party becomes a Failing Investor (as defined below), the approval or consent of the Sponsor Parties shall not be required for any purposes under this Agreement.

1.4. Equity Financing.

(a) Each of the Sponsor Parties agrees that it will not amend or modify the Equity Commitment Letter, or withdraw, terminate or rescind in any respect its obligation to fund the Equity Commitment set forth therein, in each case, except as expressly permitted in the Equity Commitment Letter.

(b) No Sponsor Party shall assign or delegate, directly or indirectly, in whole or in part, its obligations and rights under the Equity Commitment Letter without the express prior written consent of Parent (acting at the direction of the Founder Parties); *provided*, that a Sponsor Party may assign or delegate all or a portion of its obligations to fund the Equity Commitment to any of such Sponsor Party's Affiliates; *provided, further*, that such assignee or delegate has certified in writing to Parent prior to such assignment or delegation that it agrees to accept and undertake any and all assigned or delegated obligations hereunder and that it is capable of performing all of its obligations hereunder; *provided, finally*, that any such assignment or delegation shall not relieve such Sponsor Party of its obligations under the Equity Commitment Letter to the extent not performed by such Sponsor Party's Affiliate.

(c) In the event that (i) (A) the Founder Parties reasonably determine that the Closing Conditions have all been satisfied or validly waived or (B) an award of specific performance to fund a Sponsor Party's Equity Commitment is granted under Section 9.08 of the Merger Agreement, and (ii) a Sponsor Party: (x) does not fund all or any portion of such Sponsor Party's Equity Commitment as set forth in the Equity Commitment Letter or (y) asserts in writing its unwillingness to fund all or any portion of its Equity Commitment as is set forth in the Equity Commitment Letter (each, a "**Funding Breach**") and such Sponsor Party who commits such Funding Breach hereinafter a "**Failing Investor**"), in addition to any other rights that Parent, Merger Sub or the Founder Parties may have under this Agreement, the Equity Commitment Letter or under any other agreement, whether at law or equity, the Founder Parties may cause Parent or Merger Sub to enforce the provisions of the Equity Commitment Letter, and Parent or Merger Sub shall enforce the provisions of the Equity Commitment Letter at the direction of the Founder Parties.

1.5. Facility Agreement. Merger Sub agrees that (a) it shall not amend or modify the Facility Agreement and any other Financing Documents without the prior written consent of the Requisite Parties, and (b) it shall use its reasonable best efforts to take, or cause to be taken, all actions necessary to enforce its rights under the Facility Agreement and any other Financing Documents in accordance with the terms of the Merger Agreement and the Facility Agreement and any other Financing Documents. To the extent practicable, each of the Parties shall use reasonable best efforts to (i) furnish the Lender set forth in the Facility Agreement with financial, know-your-client and other pertinent information relevant to the financial condition, business, operations and assets of the Target, as may be reasonably requested by such Lender during the period prior to full delivery of the loaned funds to the Paying Agent under the terms of the Debt Financing and the Merger Agreement, and (ii) take all corporate or other actions reasonably requested by such Lender to permit the consummation of the Debt Financing, including facilitating the pledging of collateral and, in connection therewith, executing and delivering any pledge and security documents, other definitive financing documents or certificates, or other documents as may be reasonably requested by such Lender during the period prior to full delivery of the loaned funds to the Paying Agent under the terms of the Debt Financing and the Merger Agreement.

1.6. Support Agreement. Parent shall, at the direction of the Requisite Parties (other than any party that it will be enforced against), enforce the provisions of the Support Agreement in accordance with the terms of the Merger Agreement and the Support Agreement.

1.7. Consummation of the Transactions. Each Party shall use reasonable best efforts and provide all cooperation as may be reasonably requested by the Founder Parties or Sponsor Parties to obtain all applicable governmental, statutory, regulatory or other approvals, licenses, waivers or exemptions required or, in the reasonable opinion of the Requisite Parties, desirable for the consummation of the Transactions. In the event that the Closing Conditions are satisfied or waived in accordance with the terms of the Merger Agreement and this Agreement, and Parent and Merger Sub are obligated to consummate the Merger in accordance with the terms of the Merger Agreement, the Founder Parties shall have the right to terminate the participation in the Transactions by any Failing Investor; *provided*, that such termination shall not affect the rights or remedies of Parent, Merger Sub and the Founder Parties against such Failing Investor with respect to a Funding Breach.

1.8. Shareholders' Agreement. Each of the Founder Parties, Sponsor Parties and Parent shall take (or cause to be taken) all actions, if any, required to be taken, to negotiate in good faith and enter into a shareholders' agreement concurrently with or immediately following the Closing to the Requisite Parties' reasonable satisfaction.

2. Transaction Fees and Costs.

2.1. Sponsor Parties' Obligation to Financing. The Sponsor Parties agree that they shall (a) fund the Equity Commitment in full prior to or at the Closing pursuant to the terms of the Equity Commitment Letter and the Merger Agreement, (b) ensure that the Debt Financing (or Alternative Financing, where applicable) will be funded in full immediately prior to or at the Closing, and (c) ensure that the aggregate amount of the Equity Commitment and the Debt Financing (or Alternative Financing, where applicable) is adequate for Parent to pay (or cause to be paid) the Merger Consideration and any other amounts payable by Parent, Merger Sub and/or the Surviving Company under the Merger Agreement.

2.2. Parent Termination Fee; Company Reimbursement. Notwithstanding any provision contained in the Consortium Agreement to the contrary, the Sponsor Parties agree that (a) they shall pay (or cause to be paid) in full, for and on behalf of Parent, the Parent Termination Fee and, if applicable, the Company Reimbursement, in each case, pursuant to the terms of the Merger Agreement and the Limited Guarantee, and (b) in no event shall any Founder Parties be responsible for any portion of Parent Termination Fee or Company Reimbursement.

2.3. Company Termination Fee. Notwithstanding any provision contained in the Consortium Agreement to the contrary, the Sponsor Parties shall be entitled to 100% of the Company Termination Fee (if any).

3. Termination

3.1. Termination Events. This Agreement shall become effective on the date hereof. Subject to Section 3.2(a), this Agreement shall automatically terminate with respect to all Parties upon the earliest to occur of (a) the Closing, (b) the termination of the Merger Agreement, and (c) a written agreement between the Founder Parties and Rise Chain to terminate this Agreement; *provided*, that any liability for failure to comply with the terms of this Agreement shall survive such termination.

3.2. Effect of Termination.

(a) Upon termination of this Agreement pursuant to Section 3.1, Section 2 (*Transaction Fees and Costs*), Section 3 (*Termination*), Section 4 (*Announcements and Confidentiality*), Section 5 (*Notices*) and Section 7 (*Miscellaneous*) shall continue to bind the Parties.

(b) Other than as set forth in Section 3.1 and Section 3.2(a), the Parties shall not otherwise be liable to each other in relation to this Agreement following the termination of this Agreement.

4. Announcements and Confidentiality

4.1. Announcements. No announcements regarding the subject matter of this Agreement shall be issued by any Party without the prior written consent of the Requisite Parties, except to the extent that any such announcements are required by law, a court of competent jurisdiction, a regulatory body or international stock exchange, and then only after the form and terms of such disclosure have been notified to the Requisite Parties, and each of them has had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable.

4.2. Confidentiality.

(a) Except as permitted under Section 4.3, each Party shall not, and shall direct its Affiliates and Representatives not to, without the prior written consent of the other Parties, disclose any Confidential Information received by it (the "Recipient") from any other Party (the "Discloser"). Each Party shall not and shall direct its Affiliates and Representatives not to, use any Confidential Information for any purpose other than for the purposes of this Agreement or the Transactions.

(b) Subject to Section 4.2(c), the Recipient shall safeguard and return to the Discloser, on demand, any Confidential Information which falls within clause (a) of the definition of Confidential Information, and in the case of electronic data that constitutes Confidential Information, to return or destroy such Confidential Information (other than any electronic data stored on the back-up tapes of the Recipient's hardware) at the option of the Recipient.

(c) Each Party may retain in a secure archive a copy of the Confidential Information referred to in Section 4.2 (b), if the Confidential Information is required to be retained by such Party for regulatory purposes or in connection with a bona fide document retention policy.

(d) Each Party acknowledges that, in relation to Confidential Information received from the other Parties, the obligations contained in this Section 4.2 shall continue to apply for a period of 12 months following termination of this Agreement pursuant to Section 3.1, unless otherwise agreed in writing.

4.3. Permitted Disclosures. A Party may make disclosures (a) to those of its Affiliates and Representatives as such Party reasonably deems necessary to give effect to or enforce this Agreement (including, with respect to the Sponsor Parties, potential sources of capital), but only on a confidential and need-to-know basis or, alternatively with respect to a Representative, if such Representative is otherwise bound by applicable law or rules of professional conduct to keep such information confidential; or (b) if required by law or a court of competent jurisdiction, the United States Securities and Exchange Commission or another regulatory body or international stock exchange having jurisdiction over a Party or pursuant to whose rules and regulations such disclosure is required to be made, but only after the form and terms of such disclosure have been notified to the other Parties and the other Parties have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable.

5. Notices

5.1. Any notice, request, instruction or other document to be provided hereunder by any Party to another Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by overnight courier or electronic mail, to the address provided under such other Party's signature page hereto, or to such other address or electronic mail address as such Party may hereafter specify for the purpose by notice to the other Parties. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

6. Representations and Warranties

6.1. Authority; Enforceability; No Conflict; No Broker. Each Party hereby represents and warrants, on behalf of such Party only, to the other Parties that (a) it has the requisite power and authority to execute, deliver and perform this Agreement; (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of such Party and no additional proceedings are necessary to approve this Agreement; (c) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of such Party enforceable against it in accordance with the terms hereof except to the extent that such enforcement is subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application and general principles of equity; (d) its execution, delivery and performance (including the provision and exchange of information) of this Agreement will not (i) conflict with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any material contract or agreement to which such Party is a party or by which such Party is bound, or any office such Party holds, (ii) violate any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such Party or any of its properties and assets, or (iii) result in the creation of, or impose any obligation on such Party to create, any lien, charge or other encumbrance of any nature whatsoever upon such Party's properties or assets (excepting with respect to those contemplated under the Facility Agreement); and (e) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of such Party.

6.2. Reliance. Each Party acknowledges that the other Parties have entered into this Agreement on the basis of and reliance upon (among other things) the representations and warranties in Section 6.1 and have been induced by them to enter into this Agreement.

7. **Miscellaneous**

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any previous oral or written agreements or arrangements among them or between any of them relating to its subject matter; *provided*, that unless otherwise expressly amended by this Agreement, the Consortium Agreement, dated December 20, 2022, by and among the Founder Parties and Sponsor Parties shall remain valid in accordance with its terms; provided, further, that in the event there is any inconsistency between this Agreement and the Consortium Agreement, this Agreement shall prevail to the extent of such inconsistency.

7.2. Further Assurances. Each Party shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

7.3. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the maximum extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

7.4. Amendments; Waivers. Neither this Agreement nor any term hereof may be amended or otherwise modified other than by an instrument in writing signed by each of the Parties. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the Party against whom the enforcement of such waiver, discharge or termination is sought. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7.5. Assignment; No Third-Party Beneficiaries. Other than as provided herein, the rights and obligations of each Party shall not be assigned without the prior consent of the other Parties; *provided*, that each of the Sponsor Parties may assign its rights and obligations under this Agreement, in whole or in part, to any of its Affiliates, but no such assignment shall relieve such Sponsor Party from any of its obligations hereunder. This Agreement shall be binding upon the respective heirs, successors, legal representatives and permitted assigns of the Parties. Nothing in this Agreement shall be construed as giving any person, other than the Parties and their heirs, successors, legal representatives and permitted assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof.

7.6. No Partnership or Agency. The Parties are independent and nothing in this Agreement constitutes a Party as the trustee, fiduciary, agent, employee, partner or joint venturer of the other Party.

7.7. Counterparts. This Agreement may be executed in counterparts and all counterparts taken together shall constitute one document.

7.8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Hong Kong.

7.9. Dispute Resolution.

(a) Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre (“HKIAC”) and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 7.8. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English, and the tribunal shall consist of three arbitrators (each, an “Arbitrator”). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree to the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Arbitration Rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(b) Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 7.9, any Party may, to the extent permitted under the rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for therein. Such application shall also be governed by, and construed in accordance with, the laws of Hong Kong.

7.10. Specific Performance. Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone may not be an adequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to bring an action for specific performance and/or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

7.11. Limitation on Liability. The obligation of each Party under this Agreement is several (and not joint or joint and several); *provided*, that the obligations of the Chairman and Igomax under this Agreement shall be joint and several as between them, the obligations of the Co-Founder and Bubinga shall be joint and several as between them, and the obligations of Huang Jianjun and Rise Chain shall be joint and several as between them.

8. Definitions and Interpretations

8.1. Definitions. In this Agreement, unless the context requires otherwise:

“Advisors” means the advisors and/or consultants of Parent, Merger Sub and the Parties, in each case appointed in connection with the Transactions.

“Affiliate” means, with respect to any person (the “Subject Person”), (a) in the case of a person other than a natural person, any other person that, directly or indirectly, Controls, is Controlled by or is under common Control with the Subject Person and (b) in the case of a natural person, any other person that directly or indirectly is Controlled by the Subject Person or is a Relative of the Subject Person or any person directly or indirectly Controlled by such Relative. “Affiliates” and “Affiliated” shall be construed accordingly. For the avoidance of doubt, the Target should not be deemed an Affiliate of any Founder Party for the purposes of this Agreement.

“Business Day” means any day (other than a Saturday or a Sunday) on which banks generally are open in the People’s Republic of China, Hong Kong, Cayman Islands and New York, New York, for the transaction of normal banking business.

“Confidential Information” includes (a) all written, oral or other information obtained in confidence by one Party from any other Party in connection with this Agreement or the Transactions, unless such information (i) is already known to such Party or to others not known by such Party to be bound by a duty of confidentiality, (ii) is or becomes publicly available other than through a breach of this Agreement by such Party, (iii) is provided to such Party by a third party which is not known by such receiving Party to be bound by a duty of confidentiality to the disclosing Party, or (iv) is developed independently by or for the receiving Party without using any other Confidential Information, and (b) the existence or terms of, and any negotiations or discussions relating to, this Agreement, the Merger Agreement and any other definitive documents in connection with the Transactions.

“Control” means the possession, directly or indirectly, of the power to direct the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled” and “Controlling” have meanings correlative to the foregoing.

“Representative” of a Party means such Party’s employees, directors, officers, partners, members, nominees, agents, advisors (including, but not limited to legal counsel, accountants, consultants and financial advisors), potential sources of equity or debt financing, and any representatives of the foregoing. The Representatives shall include the Advisors.

“Relative” of a natural person means the spouse (including cohabitant) of such person and any parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew, niece or great-grandparent of such person or spouse.

“Target Ordinary Shares” means the issued and outstanding ordinary shares, par value US\$0.001 per share, of the Target.

8.2. Headings. Section, article and paragraph headings are inserted for ease of reference only and shall not affect construction.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Igomax Inc.

By: /s/ Jian Tang

Name: Jian Tang

Title: Director

Notice details:

Address: 7/F, Block B, HueTeng Century Park Headquarters,
Gaobeidian, Chaoyang District, Beijing, China

Attention: Jian Tang

Email: Jian.tang@i-click.com

[Signature Page to Interim Investors Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Jian Tang

/s/ Jian Tang

Notice details:

Address: 7/F, Block B, HueTeng Century Park Headquarters,
Gaobeidian, Chaoyang District, Beijing, China

Attention: Jian Tang
Email: Jian.tang@i-click.com

[Signature Page to Interim Investors Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Bubinga Holdings Limited

By: /s/ Wing Hong Sammy Hsieh

Name: Wing Hong Sammy Hsieh

Title: Director

Notice details:

Address: 15/F, Prosperity Millennia Plaza, 663 King's Road,
Quarry Bay, Hong Kong, China

Attention: Wing Hong Sammy Hsieh

Email: sammy.hsieh@i-click.com

[Signature Page to Interim Investors Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Wing Hong Sammy Hsieh

/s/ Wing Hong Sammy Hsieh

Notice details:

Address: 15/F, Prosperity Millennia Plaza, 663 King's Road,
Quarry Bay, Hong Kong, China

Attention: Wing Hong Sammy Hsieh
Email: sammy.hsieh@i-click.com

[Signature Page to Interim Investors Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Rise Chain Investment Limited

By: /s/ Huang Jianjun

Name: Huang Jianjun

Title: Director

Notice details:

Address: c/o Jinyang International Consulting Limited,
Room 605, 6/F, Fa Yuen Commercial Building,
75-77 Fa Yuan Street, Mongkok, Kowloon, Hong Kong

Attention: Jianjun Huang
Email: admin@risechainltd.com

[Signature Page to Interim Investors Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

Huang Jianjun

/s/ Huang Jianjun

Notice details:

Address: c/o Jinyang International Consulting Limited,
Room 605, 6/F, Fa Yuen Commercial Building,
75-77 Fa Yuan Street, Mongkok, Kowloon, Hong Kong

Attention: Jianjun Huang
Email: admin@risechainltd.com

[Signature Page to Interim Investors Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

TSH Investment Holding Limited

By: /s/ Jian Tang

Name: Jian Tang

Title: Director

Notice details:

Address: Room 2815c, 28/F, Metropole Square,
No.2 On Yiu Street, Shek Mun, N.T., Hong Kong

Attention: Mr. Kin Ho Philip Chan

Email: info@risechainltd.com

[Signature Page to Interim Investors Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

TSH Merger Sub Limited

By: /s/ Jian Tang

Name: Jian Tang

Title: Director

Notice details:

Address: Room 2815c, 28/F, Metropole Square,
No.2 On Yiu Street, Shek Mun, N.T., Hong Kong

Attention: Mr. Kin Ho Philip Chan

Email: info@risechainltd.com

[Signature Page to Interim Investors Agreement]

TSH MERGER SUB LIMITED
as Original Borrower

and

NEW AGE SP II
as Original Lender

US\$20,000,000

FACILITY AGREEMENT

dated November 24, 2023

TABLE OF CONTENTS

	Page
1. DEFINITIONS AND INTERPRETATION	1
2. THE FACILITY	12
3. PURPOSE	12
4. CONDITIONS OF UTILISATION	12
5. UTILISATION	14
6. REPAYMENT	15
7. PREPAYMENT AND CANCELLATION	16
8. INTEREST	19
9. TAX GROSS UP	20
10. OTHER INDEMNITIES	24
11. COSTS AND EXPENSES	25
12. REPRESENTATIONS	27
13. AFFIRMATIVE AND NEGATIVE COVENANTS	30
14. EVENTS OF DEFAULT	33
15. CHANGES TO THE LENDER	37
16. CHANGES TO THE BORROWER	38
17. DISCLOSURE OF INFORMATION	38
18. PAYMENT MECHANICS	40
19. SET-OFF	41
20. NOTICES	42
21. CALCULATIONS AND CERTIFICATES	44
22. PARTIAL INVALIDITY	44
23. REMEDIES AND WAIVERS	44
24. AMENDMENTS AND WAIVERS	44
25. COUNTERPARTS	45
26. LIMITATION OF LIABILITY	45

TABLE OF CONTENTS (continued)

	Page
27. COMPLIANCE WITH USURY LAWS	45
28. TIME OF ESSENCE	45
29. GOVERNING LAW	46
30. ENFORCEMENT	46
SCHEDULE 1 CONDITIONS PRECEDENT	47
SCHEDULE 2 UTILISATION REQUEST	48
SCHEDULE 3 TIMETABLES	49
SCHEDULE 4 FORM OF CONFIDENTIALITY UNDERTAKING	50
SCHEDULE 5 FORM OF EXTENSION NOTICE	55

THIS AGREEMENT is dated _____, 2023 and made between:

- (1) TSH MERGER SUB LIMITED, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “**Original Borrower**”); and
- (2) NEW AGE SP II as lender (the “**Original Lender**”).

IT IS AGREED as follows:

SECTION 1 DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

“**Affiliate**” means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

“**Anti-Corruption Laws**” means all laws, rules and regulations applicable to the Borrower relating to bribery and corruption, including (without limitation) the United Kingdom Bribery Act of 2010 and the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

“**Authorisation**” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, in each case, required by any applicable law or regulation.

“**Authorised Officer**” means, with respect to the Borrower, any director or any senior officer holding the position of the Chief Executive Officer, the Chief Financial Officer or other similar officer with express authority to act on behalf of the Borrower.

“**Availability Period**” means the period commencing on (and including) the Signing Date and ending on the date which is the earliest of (and including):

- (a) the date falling 15 Business Days after the Closing Date;
- (b) the date falling 15 Business Days after the Long Stop Date (as defined in the Merger Agreement and (if applicable) as amended or extended by the parties thereto); and
- (c) the date on which the Borrower determines and notifies the Lender in writing that the Merger Agreement has been conclusively terminated prior to the Closing Date by any party thereto in accordance with its terms.

“**Available Commitment**” means the Lender’s Commitment under the Facility minus (subject as set out below):

- (a) its participation in any outstanding Loan under the Facility; and
- (b) in relation to any proposed Utilisation, its participation in any other Utilisations that are due to be made under the Facility on or before the proposed Utilisation Date.

“**Available Facility**” means, in relation to the Facility, the aggregate for the time being of the Lender’s Available Commitment in respect of the Facility.

“**Borrower**” means the Original Borrower and, after the Closing, the Target.

“**Business Day**” means a day (other than a Saturday or Sunday):

- (a) on which banks are open for general business in Hong Kong and New York; and
- (b) in relation to any date for payment of any amount, on which banks are open for general business in New York.

“**Certain Funds Illegality Event**” means:

- (a) it becomes unlawful in any applicable jurisdiction for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in the Loan, or it becomes unlawful for an Affiliate of such Lender for such Lender to do so; and
- (b) any funding shortfall created as a result of such illegality or unlawfulness referred to in paragraph (a) above is not and cannot be met by the aggregate of funding or commitment provided by one or more new Lenders and the Borrower’s own funds.

“**Certain Funds Period**” means the period commencing on the Signing Date and ending on (and including) the last day of the Availability Period.

“**Change in Law**” means, with respect to the Lender:

- (a) the introduction of any law or regulation occurring after the Signing Date; or
- (b) any change in or re-enactment of (or in the interpretation, administration or application of) any law or regulation in existence as at the Signing Date (in respect of the Lender),

but, in each case, excluding the introduction of, change in or re-enactment of any law or regulation that has been overcome and no longer affects such Lender.

“**Closing**” means the consummation of the Merger.

“**Closing Date**” means the date on which the consummation of the Merger occurs.

“**Commitment**” means:

- (a) in relation to the Original Lender, US\$20,000,000; and
- (b) in relation to any other Lender, the amount in US Dollar of any Commitment transferred to it under this Agreement,

to the extent not cancelled or reduced, or transferred by it, under this Agreement.

“**Confidentiality Undertaking**” means a confidentiality undertaking substantially in the form set out in Schedule 4 (*Form of Confidentiality Undertaking*) or in any other form agreed between the Borrower and the Lender and in any event the benefit of which accrues to the Borrower as a third-party beneficiary.

“**Default**” means an Event of Default or any event or circumstance specified in Clause 14 (Events of Default) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing in each case as specified in Clause 14 (Events of Default)) be an Event of Default.

“**Defaulting Lender**” means any Lender:

- (a) which has failed to make its participation in a Loan available or has notified the Borrower that it will not make its participation in a Loan available by the Utilisation Date of that Loan in accordance with Clause 5.4 (*Lenders’ participation*);
- (b) which has otherwise rescinded or repudiated a Finance Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by a Disruption Event and payment is made within two (2) Business Days of its due date; or
- (ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

“**Disruption Event**” means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
 - (i) from performing its payment obligations under the Finance Documents; or
 - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

“**Equitable Mortgage**” means the Cayman Islands law governed equitable mortgage entered into by the Parent and the Lender with respect to the shares of the Borrower (and after the Merger, the Target).

“**Event of Default**” means any event or circumstance specified as such in Clause 14 (Events of Default).

“**Existing Lender**” has the meaning given to that term in Clause 15.1 (*Assignments and Transfers by the Lender*).

“**Extended Maturity Date**” has the meaning given to that term in paragraph (a) of Clause 6.2 (*Extension of Maturity Date*).

“**Extension Notice**” has the meaning given to that term in paragraph (a) of Clause 6.2 (*Extension of Maturity Date*).

“**Facility**” means the term loan facility made available under this Agreement as described in paragraph (a) of Clause 2.1 (*The Facility*).

“**Facility Office**” means, in relation to a Lender and a jurisdiction in which a Utilisation is to be made, the office or offices notified by such Lender to the Borrower in writing on or before the date it becomes a Lender (or, following that date, by not less than five (5) Business Days’ written notice) as the office or offices through which it will perform its obligations under this Agreement in respect of that jurisdiction.

“**FATCA**” has the meaning given to that term in paragraph (a) of Clause 9.1 (*Tax definitions*).

“**FATCA Deduction**” has the meaning given to that term in paragraph (a) of Clause 9.1 (*Tax definitions*).

“**FATCA Exempt Party**” has the meaning given to that term in paragraph (a) of Clause 9.1 (*Tax definitions*).

“**Final Repayment Date**” means the Initial Maturity Date or, if the Initial Maturity Date is extended pursuant to paragraph (a) of Clause 6.2 (*Extension of Maturity Date*), the Extended Maturity Date or, if the Extended Maturity Date is further extended pursuant to paragraph (b) of Clause 6.2 (*Extension of Maturity Date*), the Further Extended Maturity Date.

“**Finance Document**” means this Agreement, the Equitable Mortgage, any Utilisation Request and any other document designated as such by the Borrower and the Lender.

“**Financial Indebtedness**” means, as to any person at any time, without duplication, all of the following:

- (a) all obligations of such person for borrowed money and all obligations of such person evidenced by bonds, debentures, notes or other similar instruments;
- (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all outstanding letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such person;
- (c) all obligations of such person to pay the deferred purchase price of property (other than (i) trade accounts and accrued expenses payable in the ordinary course of business, (ii) any earn-out obligation until such obligation is not paid after becoming due and payable, (iii) accruals for payroll and other liabilities accrued in the ordinary course of business and (iv) any obligations in respect of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto);
- (d) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such person or is limited in recourse (the amount of Financial Indebtedness of any person for purposes of this paragraph (d) shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Financial Indebtedness and (ii) the fair market value of the property encumbered thereby);
- (e) in respect of any capitalized lease of such person, the capitalized amount thereof that would appear on a balance sheet of such person prepared as of such date in accordance with the relevant accounting principles; and
- (f) to the extent not otherwise included above, all guarantees of such person in respect of any of the foregoing.

“**Further Extended Maturity Date**” has the meaning given to that term in paragraph (b) of Clause 6.2 (*Extension of Maturity Date*).

“**Group**” means the Borrower and its Subsidiaries from time to time (including, after the Closing Date, the Target and its Subsidiaries).

“**Group Member**” means a member of the Group.

“**Holding Company**” means, in relation to a person, any other person in respect of which it is a Subsidiary.

“**Indirect Tax**” means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

“**Initial Maturity Date**” means the date falling six (6) Months after the initial Utilisation Date.

“**Insolvency Event**” in relation to a Lender means that such Lender:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (e) instituted for itself or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:
 - (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
 - (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);

- (h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (i) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (h) above; or
- (j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“**Legal Reservations**” means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to bankruptcy, insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims, under applicable statutes of limitation (or equivalent legislation), the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defences of set-off or counterclaim;
- (c) similar principles, rights and defences in respect of the enforceability of a contract, agreement or undertaking under the laws of any applicable jurisdiction;
- (d) the principle that additional interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;
- (e) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant;
- (f) the principle that the creation or purported creation of Lien over any contract or agreement which is subject to a prohibition on transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which Lien has purportedly been created; and
- (g) any other matters which are set out as qualifications or reservations as to matters of law of general application in customary legal opinions.

“**Lender**” means:

- (a) any Original Lender; and
- (b) any bank or financial institution (or, with the prior written consent of the Borrower, other person) which has become a Party as a Lender in accordance with Clause 15 (*Changes to the Lender*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement; **provided that**:

- (i) the termination in full of all of the Commitments of any Lender; and
- (ii) the payment in full of all amounts which are payable to such Lender under the Finance Documents,

will result in that Lender ceasing to be regarded as a Lender for the purposes of determining whether any provision of any of the Finance Documents requiring consultation with or the consent or approval of or instruction from the Lender has been complied with.

“**Lien**” means any mortgage, charge, pledge, encumbrance or other security.

“**Loan**” means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

“**Major Covenant**” means a covenant set forth in Clauses 13.4 (*Restrictions on Liens*), 13.5 (*Restrictions on Disposals*), 13.6 (*Consolidation and Merger*) and 13.7 (*Restrictions on Loans, Credit or Guarantees*) in each case, as it relates to the Borrower only.

“**Major Default**” means any Event of Default with respect to the Borrower only under any of Clause 14.1 (*Non-payment*), Clause 14.2 (*Other obligations*) (only insofar as it relates to any Major Covenant), Clause 14.3 (*Misrepresentation*) (only insofar as it relates to any Major Representation), Clause 14.4 (*Insolvency*), Clause 14.5 (*Insolvency proceedings*), Clause 14.6 (*Creditors’ process*) or Clause 14.8 (*Unlawfulness and repudiation*).

“**Major Representations**” means the representations and warranties of the Borrower as of the initial Utilisation Date, set forth in:

- (a) paragraphs (a) and (b) of Clause 12.1 (*Status*);
- (b) Clause 12.2 (*Binding obligations*);
- (c) paragraph (b) of Clause 12.3 (*Non-conflict with other obligations*);
- (d) Clause 12.4 (*Power and authority*); and
- (e) Clause 12.5 (*Validity and admissibility in evidence*).

“**Material Adverse Effect**” means an event or circumstance which (in each case, after taking into account all mitigating factors or circumstances including, without limitation, the timing and likelihood of recovery, any warranty, indemnity, insurance, assurance or other resources available to the Group or right of recourse against any third party with respect to the relevant event or circumstance and any obligation of any person then in force to provide any additional equity investment) has a material adverse effect on:

- (a) the consolidated business, assets or financial condition of the Group (taken as a whole);
- (b) the ability of the Borrower to perform its payment obligations under the Finance Documents; or
- (c) subject to Legal Reservations, the validity or enforceability of, or the rights or remedies of the Lender under, this Agreement, the Equitable Mortgage and/or any other Finance Documents (taken as a whole), **provided that**, if capable of remedy the applicable event or circumstance giving rise to such material adverse effect is not remedied within twenty (20) Business Days of the Borrower becoming aware of such event or circumstance or being given written notice of such event or circumstance by the Lender.

“**Merger**” has the meaning given to that term in the definition of Merger Agreement.

“**Merger Agreement**” means the agreement and plan of merger dated on or about the date of this Agreement by and among the Parent, the Borrower and the Target (together with all exhibits, schedules and other disclosure letters thereto) pursuant to which the parties thereto have agreed that the Borrower will merge with and into the Target, with the Target being the surviving entity of such merger (such merger, the “**Merger**”).

“**Merger Consideration**” means the aggregate cash consideration in respect of the Merger payable by the Borrower or any of its Subsidiaries pursuant to the Merger Agreement.

“**Month**” means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) (subject to paragraph (b) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

The above rules will apply only to the last Month of any period.

“**New Lender**” has the meaning given to that term in Clause 15 (*Changes to the Lender*).

“**OFAC**” means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“**Parent**” means TSH Investment Holding Limited, an exempted company incorporated under the laws of the Cayman Islands.

“**Party**” means a party to this Agreement.

“**Prepayment Fee**” has the meaning given to that term in paragraph (a) of Clause 7.7 (*Prepayment Fee*).

“**Price Sensitive Information**” has the meaning given to that term in Clause 17.2 (*Relevant information*).

“**Relevant Tax Jurisdiction**” has the meaning given to that term in paragraph (a) of Clause 9.1 (*Tax definitions*).

“**Repeating Representations**” means each of the representations set out in Clauses 12.1 (*Status*) to Clause 12.5 (*Validity and admissibility in evidence*).

“**Sanctions**” means any economic, financial or trade sanctions laws, regulations, embargoes or other restrictive measures adopted, administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), the U.S. Department of State, the U.S. Department of Commerce or any other United States governmental authority, the United Nations Security Council, the European Union (or any of its member states), the United Kingdom (including, without limitation, His Majesty’s Treasury), the Hong Kong Monetary Authority, the respective institutions and agencies of any of the foregoing.

“**Signing Date**” means the date of this Agreement.

“**Solvent**” means, with respect to any person on any date of determination, that on such date (a) the fair value of the assets of such person and its subsidiaries, on a consolidated basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise, (b) the present fair saleable value of the property of such person and its subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) such person and its subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured and (d) such person and its subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital. The amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability.

“**Specified Time**” means a time determined in accordance with Schedule 3 (*Timetables*).

“**Spot Rate of Exchange**” means on any day with respect to any currency (the “**first currency**”), the rate at which the first currency may be exchanged into another currency (the “**second currency**”), as set forth at approximately 11:00 a.m. (Hong Kong time) on such day on the Reuters World Currency Page (or, if not available, Bloomberg) for the first currency; **provided that**, in the event that such rate does not appear on any Reuters World Currency Page (or Bloomberg, as applicable), the Spot Rate of Exchange shall be determined by reference to such other publicly available service for displaying exchange rates selected by the Lender (acting reasonably) and agreed by the Borrower.

“**Subsidiary**” means with respect to any person, each other person in which the first person:

- (a) owns or controls, directly or indirectly, share capital or other equity interests representing more than 50 per cent. of the outstanding voting stock or other equity interests; or
- (b) has a relationship such that the financial statements of the other person are consolidated into the financial statements of the first person under applicable accounting conventions.

“**Sum**” has the meaning given to that term in paragraph (a) of Clause 10.1 (*Currency indemnity*).

“**Target**” means iClick Interactive Asia Group Ltd, an exempted company with limited liability incorporated under the laws of the Cayman Islands, with NASDAQ ticker “ICLK”.

“**Tax**” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure by the Borrower to pay) and “**Taxation**” shall be construed accordingly.

“**Tax Credit**” has the meaning given to that term in paragraph (a) of Clause 9.1 (*Tax definitions*).

“**Tax Deduction**” has the meaning given to that term in paragraph (a) of Clause 9.1 (*Tax definitions*).

“**Tax Payment**” has the meaning given to that term in paragraph (a) of Clause 9.1 (*Tax definitions*).

“**Transaction Costs**” means any fees, costs, expenses, interest and taxes incurred or paid by the Borrower, or any other Group Member in connection with the Transactions, this Agreement and the other Finance Documents and the transactions contemplated hereby and thereby.

“**Transactions**” means, collectively, (a) the Merger and any other transactions contemplated by the Merger Agreement, (b) the transactions contemplated under the Finance Documents, and (c) the payment of the fees and expenses incurred in connection with any of the foregoing.

“**Unpaid Sum**” means any sum due and payable but unpaid by the Borrower under the Finance Documents.

“**US**” means the United States of America.

“**US Dollar**”, “**US\$**” or “**\$**” denote the lawful currency of the United States of America.

“**Utilisation**” means a utilisation of the Facility.

“**Utilisation Date**” means the date of any Utilisation, being the date on which the Loan (the subject of such Utilisation) is to be made.

“**Utilisation Request**” means a notice substantially in the form set out in Schedule 2 (*Utilisation Request*).

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
- (i) the “**Borrower**”, any “**Lender**” or any “**Party**” shall be construed so as to include its successors in title, permitted assigns and permitted transferees (including, with respect to the Borrower, pursuant to the Merger);
 - (ii) a document in “**agreed form**” is a document which is in the form previously agreed in writing by or on behalf of the Borrower and the Lender prior to the date hereof or, otherwise on behalf of the Borrower and the Lender;
 - (iii) “**assets**” includes present and future properties, revenues and rights of every description;
 - (iv) a “**Finance Document**” or any other agreement (including the Merger Agreement) or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (v) “**including**” shall be construed as “including without limitation” (and cognate expressions shall be construed similarly);
 - (vi) the “**equivalent**” of an amount (expressed in US\$) in a currency other than US\$ shall, at any time, be the amount in such other currency that could purchase such first-mentioned amount in US\$ at that time based on the applicable Spot Rate of Exchange from such other currency to US\$ at that time;
 - (vii) a Lender’s “**participation**” in a Loan or Unpaid Sum includes an amount representing the fraction or portion (attributable to such Lender by virtue of the provisions of this Agreement) of the total amount of such Loan or Unpaid Sum and the Lender’s rights under this Agreement in respect thereof;

- (viii) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
 - (ix) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or of any other authority or organisation;
 - (x) a law or provision of law is a reference to that law or, as applicable, that provision as amended or re-enacted from time to time; and
 - (xi) a time of day is a reference to Hong Kong time.
- (b) Section, Clause and Schedule headings are for ease of reference only.
 - (c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
 - (d) A Default or an Event of Default is “**continuing**” if it has not been remedied or waived.
 - (e) No person shall incur any personal liability whatsoever in connection with the issuance of a certificate, on behalf of the Borrower, pursuant to the terms of a Finance Document.
 - (f) All references to “knowledge” or “awareness” of the Borrower thereof means the actual knowledge of an Authorised Officer of the Borrower after due inquiry.

1.3 Third party rights

Nothing in this Agreement, expressed or implied, shall be construed to confer upon any person (other than the parties hereto, their respective successors and assigns permitted hereby) any legal or equitable right, remedy or claim under or by reason of this Agreement.

SECTION 2
THE Facility

2. THE FACILITY

2.1 The Facility

- (a) Subject to the terms of this Agreement, the Lender makes available a term loan facility in US Dollar to the Borrower in an aggregate amount equal to the Commitments.
- (b) The Facility will be available to the Borrower during the applicable Availability Period.

3. PURPOSE

3.1 Purpose

The Borrower shall apply all amounts borrowed by it under the Facility towards financing, directly or indirectly, in whole or in part, the Merger Consideration.

3.2 Monitoring

The Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

- (a) The initial Utilisation under this Agreement is subject only to the satisfaction (or waiver by the Lender) of the following conditions precedent on or prior to the initial Utilisation Date:
 - (i) the Lender shall have received all of the documents and other evidence listed in Schedule 1 (*Conditions Precedent*) in form and substance satisfactory to the Lender (acting reasonably);
 - (ii) the Major Representations shall be true and correct in all material respects as of the initial Utilisation Date (unless such Major Representations relate to an earlier date, in which case, the Major Representations shall have been true and correct in all material respects as of such earlier date);
 - (iii) no Major Default has occurred and is continuing on the initial Utilisation Date; and
 - (iv) the Lender shall have received a Utilisation Request with respect to the Loan to be made on the initial Utilisation Date meeting the requirements of Clause 5.2 (*Completion of a Utilisation Request for a Loan*).
- (b) The Lender shall notify the Borrower promptly upon the conditions precedent being satisfied or waived.

4.2 Utilisations during the Certain Funds Period

- (a) Subject to Clause 4.1 (*Initial conditions precedent*), during the Certain Funds Period, the Lender will be obliged to comply with Clause 5.4 (*Lenders' participation*) in relation to the Loan under the Facility if on the proposed Utilisation Date, no Certain Funds Illegality Event has occurred and is continuing.

- (b) During the Certain Funds Period (save in circumstances where, because of the occurrence of a Certain Funds Illegality Event, the Lender is not obliged to comply with Clause 5.4 (*Lenders' participation*)), the Lender shall not be permitted or entitled to (or to take any action or threaten to):
- (i) cancel any of its Commitments (other than pursuant to Clause 5.5 (*Cancellation of Commitments*));
 - (ii) rescind, terminate or cancel this Agreement or the Facility or exercise any similar right or remedy or make or enforce any claim under the Finance Documents or under any applicable law it may have or take any other action to the extent to do so would or will prevent or limit the making of the Loan;
 - (iii) refuse or fail to make or participate in the making of the Loan;
 - (iv) exercise any right of set-off or counterclaim in respect of the Loan to the extent to do so would or will prevent or limit the making of the Loan; or
 - (v) cancel, accelerate, make demand for or cause repayment or prepayment of any amounts owing under this Agreement or under any other Finance Document to the extent to do so would or will prevent or limit the making of the Loan,

provided that immediately upon the expiry of the Certain Funds Period, all such rights, remedies and entitlements shall, to the extent otherwise permitted, be available to the Lender notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

4.3 Maximum number of Loans

The Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation more than one (1) Utilisation would have been made under the Facility.

**SECTION 3
UTILISATION**

5. UTILISATION

5.1 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Lender of a duly completed Utilisation Request not later than the applicable Specified Time or such later time as the Lender may agree.

5.2 Completion of a Utilisation Request for a Loan

- (a) Each Utilisation Request for a Loan is irrevocable and will not be regarded as having been duly completed unless:
 - (i) the proposed Utilisation Date is a Business Day within the Availability Period applicable to the Facility;
 - (ii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*); and
 - (iii) the entity indicated by Borrower in paragraph 4 of the Utilisation Request to whom the Loan proceeds shall be credited shall be the "Paying Agent" as defined in the Merger Agreement.

5.3 Currency and amount

- (a) The currency specified in a Utilisation Request must be US Dollar.
- (b) The amount of the proposed Utilisation for a Facility must be in a minimum amount of US\$1,000,000 or, if less, the Available Facility for the Facility.

5.4 Lenders' participation

- (a) If the conditions set out in this Agreement have been met, the Lender shall make its participation in the Loan available by the Utilisation Date through its Facility Office.

5.5 Cancellation of Commitments

- (a) The Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period.

SECTION 4
REPAYMENT, PREPAYMENT AND CANCELLATION

6. REPAYMENT

6.1 Repayment

- (a) The Borrower shall repay the aggregate amount of outstanding Loan in full on the Final Repayment Date.
- (b) The Borrower may not reborrow any part of a Facility which is repaid.

6.2 Extension of Maturity Date

- (a) The Borrower may request the Lender to extend the Initial Maturity Date of the Facility for an additional three (3) Months (such extended date, the “**Extended Maturity Date**”) by written notice, substantially in the form of Schedule 5 (*Form of Extension Notice*) (such notice, the “**Extension Notice**”) to the Lender at least ten (10) Business Days prior to the Initial Maturity Date and such extension will become automatically effective on the Initial Maturity Date so long as:

- (i) no Default has occurred on or prior to and is continuing on the date of the delivery of the Extension Notice and the Initial Maturity Date; and
- (ii) the Lender has not provided notice to the Borrower in writing, at least five (5) Business Days prior to the Initial Maturity Date, that the relevant Extension Notice has been rejected.

The Extension Notice once delivered to the Lender shall be irrevocable and binding on the Borrower.

- (b) The Borrower may request the Lender to extend the Extended Maturity Date of the Facility for an additional three (3) Months (such extended date, the “**Further Extended Maturity Date**”) by written notice, substantially in the form of the Extension Notice to the Lender at least ten (10) Business Days prior to the Extended Maturity Date and such extension will become automatically effective on the Extended Maturity Date so long as:

- (i) no Default has occurred on or prior to and is continuing on the date of the delivery of the Extension Notice and the Extended Maturity Date; and
- (ii) the Lender has not provided notice to the Borrower in writing, at least five (5) Business Days prior to the Initial Maturity Date, that the relevant Extension Notice has been rejected.

The Extension Notice(s) once delivered to the Lender shall be irrevocable and binding on the Borrower.

- (c) The Lender shall promptly notify the Borrower of any extension effected pursuant to this Clause 6.2 (*Extension of Maturity Date*).

7. PREPAYMENT AND CANCELLATION

7.1 Illegality

If, at any time, it is or will become unlawful in any applicable jurisdiction for a Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Utilisation:

- (a) that Lender shall promptly notify the Borrower upon becoming aware of that event;
- (b) upon the Lender notifying the Borrower, the Commitment of that Lender will be immediately cancelled; and
- (c) the Borrower shall repay that Lender's participation in the Utilisations made to the Borrower on the date falling sixty (60) calendar days after the Lender has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law).

7.2 Voluntary cancellation

The Borrower may, if it gives the Lender not less than five (5) Business Days' (or such shorter period as the Lender may agree) prior written notice, reduce any Available Facility to zero or by such amount (being a minimum amount of US\$1,000,000) as the Borrower may specify in such notice.

7.3 Voluntary prepayment

- (a) The Borrower may, if it gives the Lender not less than five (5) Business Days' (or such shorter period as the Lender may agree) prior written notice, prepay the whole or any part of any Loan (but, if in part, being an amount that reduces the amount of the Loan by a minimum amount of US\$1,000,000).
- (b) A Loan may be prepaid only after the last day of the Availability Period (or, if earlier, the day on which the applicable Available Facility is zero).

7.4 Right of prepayment and cancellation in relation to a single Lender

- (a) If any sum payable to any Lender by the Borrower is required to be increased under paragraph (a) of Clause 9.2 (*Tax gross-up*), the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give that Lender notice of cancellation of the Commitment(s) of that Lender and/or its intention to procure the prepayment of that Lender's participation in the Utilisations or give that Lender notice of its intention to replace that Lender in accordance with paragraph (d) below.
- (b) On receipt of a notice of cancellation referred to in paragraph (a) above by that Lender, the Available Commitment(s) of that Lender shall be immediately reduced to zero.
- (c) After the Borrower has given notice of cancellation under paragraph (a) above, on the date specified by the Borrower in that notice, the Borrower shall prepay that Lender's participation in that Utilisation and that Lender's corresponding Commitment(s) shall be immediately cancelled in the amount of the participations prepaid.

- (d) If:
- (i) any of the circumstances set out in paragraph (a) above apply to a Lender; or
 - (ii) the Borrower becomes obliged to pay any amount in accordance with Clause 7.1 (*Illegality*) to any Lender,
- the Borrower may, on five (5) Business Days' prior notice to that Lender, replace that Lender by requiring that Lender to (and, to the extent permitted by law, that Lender shall) transfer pursuant to Clause 15 (*Changes to the Lender*) all (and not part only) of its rights and obligations under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity selected by the Borrower which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 15 (*Changes to the Lender*) for a purchase price in cash or other cash payment payable at the time of the transfer in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest and other amounts payable in relation thereto under the Finance Documents (for the avoidance of doubt, excluding the Prepayment Fee).
- (e) The replacement of a Lender pursuant to paragraph (d) above shall be subject to the following conditions:
- (i) the Lender shall not have any obligation to the Borrower to find a replacement Lender; and
 - (ii) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (d) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.
- (f) A Lender shall perform the checks described in paragraph (e)(ii) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (d) above and shall notify the Borrower when it is satisfied that it has complied with those checks.

7.5 Right of cancellation and prepayment in relation to a Defaulting Lender

- (a) If any Lender becomes a Defaulting Lender, the Borrower may, at any time whilst the Lender continues to be a Defaulting Lender, give that Lender two (2) Business Days' notice of cancellation of each Available Commitment of that Lender.
- (b) On the notice referred to in paragraph (a) above becoming effective, each Available Commitment of the Defaulting Lender shall immediately be reduced to zero.

7.6 Restrictions

- (a) Any notice of cancellation or prepayment given by any Party under this Clause 7 (*Prepayment And Cancellation*) shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- (b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to the Prepayment Fee which may be payable in accordance with Clause 7.7 (*Prepayment Fee*), without premium or penalty.
- (c) The Borrower may not reborrow any part of the Facility which is prepaid.

- (d) The Borrower shall not repay or prepay all or any part of the Utilisations or reduce all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.
- (e) No amount of any Commitment that is reduced in accordance with this Agreement may be subsequently reinstated.

7.7 Prepayment Fee

- (a) Subject to paragraphs (b) and (c) below, the Borrower shall pay to the Lender, in the event that any voluntary prepayment of the Loan is made pursuant to Clause 7.3 (*Voluntary prepayment*), an amount equal to, with respect to any portion of the Loan being prepaid, the aggregate amount of interest the Lender would have received on such prepaid portion of the Loan for the period from (and including) the date of prepayment to (and excluding) the Initial Maturity Date in accordance with Clause 8.1 (*Calculation of interest*), where the date of such prepayment falls before the Initial Maturity Date (the “**Prepayment Fee**”).
- (b) Paragraph (a) above shall not apply, and no Prepayment Fee shall be payable by the Borrower to the extent that the prepayment is a prepayment made pursuant to Clauses 7.1 (*Illegality*) or 7.5 (*Right of cancellation and prepayment in relation to a Defaulting Lender*).
- (c) Notwithstanding paragraphs (a) and (b) above, no Prepayment Fee shall be payable to the Lender if the Lender participates in any refinancing of the Facility that is being voluntarily prepaid.

**SECTION 5
COSTS OF UTILISATION**

8. INTEREST

8.1 Calculation of interest

The rate of interest on the Loan is fourteen per cent. (14%) per annum.

8.2 Payment of interest

The Borrower shall pay accrued interest on the Loan on the Final Repayment Date.

8.3 Default interest

If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the Unpaid Sum from the due date up to the date of actual payment (both before and after judgment) at a rate which is three per cent. (3%) higher than the rate which would have been payable if the Unpaid Sum had, during the period of non-payment, constituted a Loan in the currency of the Unpaid Sum. Any interest accruing under this Clause 8.3 (*Default interest*) shall be immediately payable by the Borrower on demand by the Lender.

SECTION 6
ADDITIONAL PAYMENT OBLIGATIONS

9. TAX GROSS UP

9.1 Tax definitions

(a) In this Clause 9 (*Tax Gross Up*):

“**FATCA**” means:

- (a) sections 1471 to 1474 of the Code or any associated regulations or other official guidance, as of the date of this Agreement (or any amended successor version that is substantively comparable and not materially more onerous to comply with);
- (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law, regulation or official guidance referred to in paragraph (a) above of this definition; or
- (c) any agreement pursuant to the implementation of any treaty, law, regulation or official guidance referred to in paragraphs (a) or (b) above of this definition with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

“**FATCA Deduction**” means a deduction or withholding from a payment under a Finance Document required by FATCA.

“**FATCA Exempt Party**” means a Party that is entitled to receive payments free from any FATCA Deduction.

“**Tax Credit**” means a credit against, relief or remission for, or repayment of any Tax.

“**Tax Deduction**” means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

“**Tax Payment**” means an increased payment made by the Borrower to a Lender under Clause 9.2 (*Tax gross-up*).

(b) Unless a contrary indication appears, in this Clause 9 (*Tax Gross Up*) a reference to “determines” or “determined” means a determination made in the absolute discretion of the person making the determination acting in good faith.

9.2 Tax gross-up

- (a) All payments to be made by the Borrower to a Lender under the Finance Documents shall be made free and clear of and without any Tax Deduction unless the Borrower is required to make a Tax Deduction by law.
- (b) If the Borrower is required by law to make any Tax Deduction:
 - (i) except as provided in Clause 9.3 (*Exceptions from gross-up*) below, the amount of the payment due from the Borrower will be increased to an amount which, after taking into account any Tax Deduction, leaves an amount equal to the amount which would have been due if no Tax Deduction had been required; and

- (ii) the Borrower shall:
 - (A) make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law; and
 - (B) within thirty (30) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, shall deliver to the Lender entitled to the payment evidence reasonably satisfactory to that Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

9.3 Exceptions from gross-up

The Borrower is not required to make any increased payment to any Lender under Clause 9.2 (*Tax gross-up*) if, on the date the payment falls due:

- (a) that Lender has not complied with its obligations under Clause 9.5 (*Filings and status confirmation*); or
- (b) such deduction or withholding is for or on account of any Tax imposed under or required by FATCA.

9.4 Tax credit

If the Borrower makes a Tax Payment and a Lender determines in good faith (in which case, it shall notify the Borrower) that:

- (a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Lender has obtained and utilised that Tax Credit,

that Lender shall pay an amount to the Borrower which that Lender determines will leave it (after that payment) in no better and no worse tax position than it would have been in had the Borrower not been required to make the Tax Payment.

9.5 Filings and status confirmation

- (a) Each Lender shall promptly on becoming the Lender and from time to time thereafter submit such forms and documents, complete such procedural formalities or requirements and use all reasonable endeavours to take such other action, in each case, as may be necessary (at any time) for the Borrower to obtain and maintain authorisation (at all times) to make payment under this Agreement without having to make a Tax Deduction (or, where it is not legally possible to obtain authorisation to make payment without a Tax Deduction, with the smallest Tax Deduction permitted by law).
- (b) Each Lender must satisfy all applicable legal and regulatory requirements for lending to the Borrower to which it will lend, other than as a result of a Change in Law occurring after the date on which it becomes a Lender under this Agreement.

- (c) Without limiting the generality of the foregoing, each Lender shall deliver to the Borrower at the time or times prescribed by law and at such time or times reasonably requested by the Borrower such documentation prescribed by applicable law and such additional documentation reasonably requested by the Borrower as may be necessary for the Borrower to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. If a Lender becomes aware that it is not entitled to receive any payment made under the Finance Documents free from any deduction or withholding imposed under FATCA it shall promptly notify the Borrower (together with the amount of any applicable deduction or withholding). Without prejudice to the foregoing, each Lender shall promptly provide to the Borrower (if requested by the Borrower) (A) a written confirmation that so far as it is aware it is or, as the case may be, is not entitled to receive payments made under the Finance Documents free from any deduction or withholding imposed under FATCA and (B) such documents and other evidence as the Borrower may reasonably require to (1) support any confirmation given pursuant to (A) and/or (2) as applicable, calculate the amount of any deduction or withholding to be made on account of FATCA on any payment made under the Finance Documents to that Lender. If a Lender fails to comply with its obligations under this paragraph (c), until such time as that Lender has complied with its obligations the Borrower shall be entitled to treat such Lender as not being entitled to receive all or any part of any payment made under the Finance Documents free from any deduction or withholding imposed under FATCA.

9.6 Stamp taxes

The Borrower shall:

- (a) pay all stamp duty, registration and other similar Taxes payable in respect of any Finance Document (subject to any agreement between the Borrower and the Lender made prior to the Signing Date in respect of the proportion of any stamp duty to be borne by the Borrower and the Lender, respectively), and
- (b) within ten (10) Business Days of demand, indemnify the Lender against any cost, loss or liability that Lender incurs in relation to any stamp duty, registration or other similar Tax paid or payable in respect of any Finance Document.

9.7 Indirect tax

- (a) All amounts set out or expressed in a Finance Document to be payable by any Party to a Lender shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by any Lender to any Party in connection with a Finance Document, that Party shall pay to the Lender (in addition to and at the same time as paying the consideration) an amount equal to the amount of the Indirect Tax. Each Lender shall inform Borrower if any Indirect Tax is chargeable on any supply made by such Lender at the time the payment is made.
- (b) Where a Finance Document requires any Party to reimburse or indemnify a Lender for any cost or expense, that Party shall reimburse and indemnify (as the case may be) such Lender against all Indirect Tax incurred by that Lender in respect of the costs or expenses to the extent that such Lender reasonably determines that it is not entitled to credit or repayment in respect of the Indirect Tax.

9.8 FATCA information

- (a) Subject to paragraph (c) below, each Party shall, within ten (10) Business Days of a reasonable request by another Party:
 - (i) confirm to that other Party whether it is:
 - (A) a FATCA Exempt Party; or
 - (B) not a FATCA Exempt Party;
 - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA;
 - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (c) Paragraph (a) above shall not oblige any Lender to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
 - (i) any law or regulation;
 - (ii) any fiduciary duty; or
 - (iii) any duty of confidentiality.
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.
- (e) If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Borrower by a Lender pursuant to paragraph (c) of Clause 9.8 (*FATCA information*) above is or becomes materially inaccurate or incomplete, that Lender shall promptly update it and provide such updated withholding certificate, withholding statement, document, authorisation or waiver to the Borrower unless it is unlawful for the Lender to do so (in which case the Lender shall promptly notify the Borrower).

9.9 FATCA Deduction

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrower.

10. OTHER INDEMNITIES

10.1 Currency indemnity

- (a) If any sum due from the Borrower under the Finance Documents (a “**Sum**”), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the “**First Currency**”) in which that Sum is payable into another currency (the “**Second Currency**”) for the purpose of:

- (i) making or filing a claim or proof against the Borrower; or
- (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrower shall as an independent obligation, within ten (10) Business Days of demand, indemnify the Lender to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

- (b) The Borrower waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.
- (c) If any amount received by a Lender is, when converted into the currency in which that amount is expressed to be due and payable under the relevant Finance Documents, in excess of the Borrower’s liability under the Finance Documents, that Lender must promptly pay to the Borrower an amount equal to that excess.

10.2 Other indemnities

The Borrower shall, within ten (10) Business Days of demand (which demand shall be accompanied by reasonable details and calculations of the amount demanded), indemnify, to the maximum extent permitted under all applicable laws, the Lender against any cost, loss or liability incurred by the Lender as a result of:

- (a) the occurrence of any Event of Default;
- (b) a failure by the Borrower to pay any amount due under a Finance Document on its due date or in the relevant currency; or
- (c) funding, or making arrangements to fund, its participation in a Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than (i) by reason of default or negligence by that Lender alone and (ii) any cost, loss or liability attributable to a loss of profit); or

- (d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower; or
- (e) any claim, litigation or proceeding arising out of the execution, delivery or performance of the parties hereto of their respective obligations hereunder and the transactions contemplated hereunder; provided that such indemnity shall not be available to the extent that such costs, losses or liabilities arose out of the gross negligence, bad faith or wilful misconduct of the Lender or a material breach by the Lender of its obligations under this Agreement .

10.3 Survival

For the avoidance of doubt, the provisions of this Clause 10 shall remain operative and in full force and effect until the date falling 6 months after the outstanding Loan (together with all accrued but unpaid interest, costs and expenses (other than contingent indemnity obligations for which no claim has been asserted)) has been repaid or otherwise discharged in full (the “**Survival End Date**”) regardless of the expiration of the term of this Agreement, the consummation of the Transactions, the expiration of any of the Commitments, the invalidity or unenforceability of any other term or provision of this Agreement or any other Finance Document, in each case, unless otherwise expressly agreed between the Parties. Notwithstanding the foregoing, any indemnity claim made pursuant to this Clause 10 prior to the Survival End Date shall survive the Survival End Date until it is settled or otherwise resolved, **provided that** written notice of such indemnity claim has been given to the Borrower prior to the Survival End Date.

11. COSTS AND EXPENSES

11.1 Transaction expenses

Subject to any limits on any fees and expenses agreed between the Parties, the Borrower shall, within ten (10) Business Days of demand, pay the Lender the amount of all documented costs and expenses (including legal fees of law firms approved by the Borrower and subject to any agreed caps) reasonably incurred by the Lender in connection with the negotiation, preparation, printing or execution of:

- (a) this Agreement and any other Finance Documents referred to in this Agreement; and
- (b) any other Finance Documents executed after the Signing Date,

in each case, to the extent such costs and expenses were disclosed to, and approved by, the Borrower prior to the Signing Date.

11.2 Amendment costs

If the Borrower requests an amendment, waiver or consent, the Borrower shall, within ten (10) Business Days of demand, reimburse the Lender for the amount of all documented costs and expenses (including legal fees of law firms approved by the Borrower and subject to any agreed caps) reasonably incurred by the Lender, and approved by the Borrower prior to the incurrence thereof, in responding to, evaluating, negotiating or complying with that request or requirement.

11.3 Enforcement costs

The Borrower shall, within ten (10) Business Days of demand, pay to the Lender the amount of all documented costs and expenses (including legal fees) incurred by the Lender in connection with the enforcement or attempted enforcement of, or the preservation of any rights and remedies (including all such fees and expenses incurred in connection with any “workout” or restructuring affecting this Agreement, the other Finance Documents or payment obligations or any bankruptcy or similar proceeding involving Borrower or any of its assets) under, any Finance Document (in the case of preservation prior to the occurrence of an Event of Default, to the extent such costs and expenses are reasonably incurred).

11.4 Survival

For the avoidance of doubt, the provisions of this Clause 11 shall remain operative and in full force and effect until the date falling 6 months after the outstanding Loan (together with all accrued but unpaid interest, costs and expenses (other than contingent indemnity obligations for which no claim has been asserted)) has been repaid or otherwise discharged in full, regardless of the expiration of the term of this Agreement, the consummation of the Transactions, the expiration of any of the Commitments, the invalidity or unenforceability of any other term or provision of this Agreement or any other Finance Document, in each case, unless otherwise expressly agreed between the Parties.

SECTION 7
REPRESENTATIONS, COVENANTS AND EVENTS OF DEFAULT

12. REPRESENTATIONS

The Borrower, in relation to itself only, makes the representations and warranties set out in this Clause 12 (*Representations*) to the Lender.

12.1 Status

- (a) It is a corporation, duly incorporated, validly existing under the laws of the jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business in all material respects as it is being conducted.
- (c) It is acting as principal for its own account and not as agent or trustee in any capacity on behalf of any person in relation to the Finance Documents.

12.2 Binding obligations

Subject to the Legal Reservations, the obligations expressed to be assumed by it in each Finance Document are its legal, valid, binding and enforceable obligations.

12.3 Non-conflict with other obligations

The execution and performance by it of, and the transactions contemplated by, the Finance Documents to which it is a party, do not:

- (a) conflict with any law or regulation applicable to it in any material respect;
- (b) conflict with its constitutional documents; or
- (c) breach any agreement or instrument binding upon it or any of its assets in a manner which has or would have a Material Adverse Effect.

12.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, and performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

12.5 Validity and admissibility in evidence

- (a) Subject to the Legal Reservations, all material Authorisations required:
 - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and
 - (ii) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation;
- have been (or will by the required date be) obtained or effected and are (or will by the required date be) in full force and effect.

- (b) All Authorisations necessary for the conduct of the ordinary business of the Borrower have been obtained or effected and are in full force and effect where failure to obtain or effect those Authorisations has or would have a Material Adverse Effect.

12.6 No default

- (a) No Event of Default is continuing or (as of the initial Utilisation Date) no Event of Default could reasonably be expected to result from the making of any Utilisation on the initial Utilisation Date.
- (b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it to which its assets are subject which has a Material Adverse Effect.

12.7 No misleading information

Save as disclosed in writing to the Lender prior to the Signing Date and to the Borrower's knowledge, none of the material factual written information (taken as a whole) concerning the Borrower furnished by or on behalf of the Borrower in connection with this Agreement or any transaction contemplated herein contained any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were or are made, not materially misleading. For purposes of this Clause 12.7 (*No misleading information*), such factual information shall not include *pro forma* financial information, projections, estimates (including financial estimates, forecasts, and other forward-looking information) or other forward looking information or information of a general economic or general industry nature.

12.8 Pari passu ranking

Subject to the Legal Reservations, its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all of its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

12.9 No proceedings

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, would reasonably be expected to have a Material Adverse Effect has or have, to its knowledge, been started or threatened against it.

12.10 Taxation

No claims are being asserted against it with respect to Taxes which are reasonably likely to be adversely determined to it and which, if so adversely determined, would have a Material Adverse Effect and all reports and returns on which such taxes are required to be shown have been filed within any applicable time limits and all taxes required to be paid have been paid within any applicable time limit (taking into account any extension or grace period) save, in each case, to the extent that failure to do so would not have a Material Adverse Effect.

12.11 No insolvency

- (a) On the Closing Date after giving effect to the Transactions (including the making of the Loan under this Agreement, and after giving effect to the application of proceeds of the Loan), the Borrower is Solvent. For the purposes of making the representation in this paragraph (a), it is assumed the Financial Indebtedness and other obligations incurred under and in connection with this Agreement and the other Financial Indebtedness will come due at their respective maturities.

(b) No event as described in Clause 14.5 (*Insolvency Proceedings*) is continuing in relation to it.

12.12 Compliance with laws

The Borrower is in compliance in material respects with all laws applicable to it except where failure to be so in compliance would not have a Material Adverse Effect.

12.13 Governing law and enforcement

Subject to the Legal Reservations,

- (a) the choice of governing law of each Finance Document as expressed in such Finance Document will be recognised and enforced in its jurisdiction of incorporation; and
- (b) any judgment obtained in the State of New York in relation to a Finance Document governed by law of the State of New York will be recognised and enforced in its jurisdiction of incorporation.

12.14 Deduction of Tax

It is not required under the law applicable where it is incorporated or resident or at the address specified in this Agreement to make any deduction for or on account of Tax from any payment it may make under any Finance Document.

12.15 No filing or stamp taxes

Under the law of its jurisdiction of incorporation it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents except for any stamp duty payable on any Finance Document that is executed in, brought into or submitted in evidence in a court of, the Cayman Islands.

12.16 Ownership of Assets

It has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on its business as from time to time conducted, the absence of which would have a Material Adverse Effect.

12.17 Security and Financial Indebtedness

- (a) No Liens exists over any of the Borrower's assets on the Signing Date or the initial Utilisation Date other than as permitted by this Agreement.
- (b) The Borrower has no Financial Indebtedness outstanding on the Signing Date or the initial Utilisation Date other than as permitted by this Agreement.

12.18 Times when representations made

- (a) All the representations and warranties in this Clause 12 (*Representations*) are made by the Borrower on the Signing Date and the initial Utilisation Date.

- (b) Each representation or warranty deemed to be made after the Signing Date shall, except where the contrary is indicated, be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

12.19 Awareness and disclosure

The Parties acknowledge that projections and forecasts are subject to significant uncertainties and contingencies and no assurance can be given that such projections or forecasts will be realised.

13. AFFIRMATIVE AND NEGATIVE COVENANTS

The covenants in this Clause 13 (*Affirmative and Negative Covenants*) remain in force from the Signing Date for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

13.1 Authorisations

The Borrower shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect any material Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Finance Documents and subject to the Legal Reservations, to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document, in each case, where failure to do so would have a Material Adverse Effect.

13.2 Compliance with laws

The Borrower shall comply in material respects with all laws applicable to it (including, but not limited to, all applicable Anti-Corruption Laws, anti-money laundering laws and Sanctions), except where the failure to do so would not have a Material Adverse Effect.

13.3 Pari passu ranking

The Borrower shall ensure that, subject to the Legal Reservations, its payment obligations under the Finance Documents rank and continue to rank at least *pari passu* with the claims of all of its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

13.4 Restrictions on Liens

The Borrower shall not create or permit to subsist any Lien over any of its assets in a manner which has or would have a Material Adverse Effect, other than any Lien:

- (a) existing on the Signing Date or any Lien existing on any of its assets prior to the acquisition thereof by the Borrower or arising after such acquisition pursuant to contractual commitments entered into prior to and not in contemplation of such acquisition;
- (b) arising out of the ordinary course of business or trading of the Borrower, the Target or any of their Subsidiaries (including any lien arising by operation of law);
- (c) created pursuant to any Finance Document;

- (d) arising out of the refinancing, extension, renewal or refunding of any Financial Indebtedness secured by any Lien permitted by any of the paragraphs (a) to (c) above, to the extent of the amount of such Financial Indebtedness; or
- (e) with the prior consent of the Lender (such consent not to be unreasonably withheld).

13.5 Restrictions on Disposals

The Borrower shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any of its assets (i) in a manner which has or would have a Material Adverse Effect or (ii) if the net cash proceeds of such disposal will exceed US\$1,000,000, other than:

- (a) any disposal in the ordinary course of business or trading of the Borrower, the Target or each of their Subsidiaries (including disposal of inventory and goods held for sale);
- (b) any disposal by a member of the Group to another member of the Group;
- (c) any disposal arising as a result of a Lien permitted under Clause 13.4 (*Restrictions on Liens*);
- (d) any disposal pursuant to any Finance Document;
- (e) any disposal of obsolete, damaged, worn out, used or surplus property, whether now owned or hereafter acquired, in the ordinary course of business and any disposal of any property no longer used or useful in the conduct of the business of the Borrower;
- (f) any disposal or discounts of accounts receivable in connection with the collection or compromise thereof; or
- (g) with the prior written consent of the Lender (such consent not to be unreasonably withheld).

13.6 Restrictions on Consolidation and Merger

The Borrower shall not (and shall procure that no Group Member will) enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction, other than:

- (a) the Merger and any other transactions contemplated by the Merger Agreement; or
- (b) any amalgamation, demerger, merger, consolidation or corporate reconstruction by a member of the Group with another member of the Group.

13.7 Restrictions on Loans, Credit or Guarantees

The Borrower shall not be a creditor in respect of any Financial Indebtedness, or incur or allow to remain outstanding any guarantee in respect of Financial Indebtedness of any person, in each case, in a manner which has or would have a Material Adverse Effect, other than any loan, credit or guarantee:

- (a) existing on the Signing Date or arising after the Signing Date pursuant to contractual commitments entered into prior to and not in contemplation of the Signing Date and disclosed to the Lender prior to the Signing Date;
- (b) arising or issued in the ordinary course of business or trading of the Borrower, the Target or each of their Subsidiaries;

- (c) by a member of the Group to another member of the Group;
- (d) made or issued pursuant to any Finance Document;
- (e) made or issued in relation to the Merger; or
- (f) with the prior written consent of the Lender (such consent not to be unreasonably withheld).

13.8 Restrictions on Financial Indebtedness

The Borrower shall not incur or allow to remain outstanding any Financial Indebtedness (i) in a manner which has or would have a Material Adverse Effect or (ii) if the principal amount of that Financial Indebtedness will exceed US\$1,000,000, other than any Financial Indebtedness:

- (a) pursuant to any Finance Document;
- (b) existing on the Signing Date or arising after the Signing Date pursuant to contractual commitments entered into prior to and not in contemplation of the Signing Date and disclosed to the Lender prior to the Signing Date (and any refinancing thereto);
- (c) in the ordinary course of business or trading of the Borrower, the Target or each of their Subsidiaries;
- (d) owed by a member of the Group to another member of the Group;
- (e) raised by means of factoring or securitisation of receivables on a full or limited recourse basis;
- (f) under any finance or capital leases;
- (g) arising under any deferred payment arrangements in relation to the cost of disposal or cost of acquisition of any asset permitted under the Finance Documents;
- (h) arising pursuant to any tax sharing agreement or tax funding agreement as between member of the Group; or
- (i) with the prior written consent of the Lender (such consent not to be unreasonably withheld).

13.9 Change of business

The Borrower shall not fundamentally and materially and substantively alter the general character of business conducted by the Group, including business activities which are extensions thereof or otherwise similar, incidental, complementary, synergistic, reasonably related, or ancillary thereto (taken as a whole, and as determined by the Borrower in good faith) from the business as so conducted on the Signing Date.

13.10 Taxation

The Borrower shall pay and discharge all Taxes imposed on it or its assets within the time period allowed without incurring penalties except where the failure to do so would not have a Material Adverse Effect.

13.11 Notification of default or litigation

- (a) The Borrower shall, promptly after it becomes aware of its occurrence, notify the Lender of:
- (i) any Default (and the steps, if any, being taken to remedy it); and
 - (ii) the filing or commencement of any action, suit or proceeding, whether at law or in equity or by or before any governmental authority, against any member of the Group that is reasonably likely to be adversely determined against such member of the Group and if adversely determined, would reasonably be expected to result in a Material Adverse Effect or damages in excess of US\$1,000,000.
- (b) Only if the Lender considers in good faith that a Default has occurred or with the passage of time a Default could reasonably be expected to occur, promptly upon a request by the Lender, the Borrower shall supply to the Lender a certificate signed by an authorised person on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

13.12 Further Assurances

Subject to the terms of, and limitations and exceptions contained in the Equitable Mortgage, the Borrower shall execute (or cause to be executed) any and all further documents, financing statements, agreements and instruments, and take (or cause to be taken) all further action (including filing Uniform Commercial Code and other financing statements, mortgages and deeds of trust) that may be required under applicable law, or that the Lender may reasonably request, in order to grant, preserve, protect and perfect (if and to the extent required under the Equitable Mortgage) the validity and priority of the security interests created or intended to be created by the Equitable Mortgage.

13.13 Insurance

The Borrower shall maintain with insurance companies that the Borrower believes (in the good faith judgment of its management) are financially sound and reputable at the time the relevant coverage is placed or renewed, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated persons engaged in the same or similar businesses as the Borrower and its subsidiaries) as are customarily carried under similar circumstances by such other persons; *provided* that, notwithstanding the foregoing, in no event shall the Borrower or any other Group Member be required to obtain or maintain insurance that is more restrictive than its normal course of practice.

14. EVENTS OF DEFAULT

Each of the events or circumstances set out in Clause 14 (*Events of Default*) is an Event of Default (save for Clause 14.12 (*Acceleration*)).

14.1 Non-payment

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless:

- (a) the payment is of principal and its failure is caused by a Disruption Event and payment is made within five (5) Business Days of its due date; or
- (b) the payment is of interest or any other amount and payment is made within five (5) Business Days of its due date.

14.2 Other obligations

- (a) The Borrower does not comply with any covenant, undertaking or agreement contained in any of the Finance Documents to which it is a party (other than those referred to in Clause 14.1 (*Non-payment*)).
- (b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within thirty (30) calendar days of the earlier of (A) the Lender giving notice to the Borrower and (B) the Borrower becoming aware of the failure to comply.

14.3 Misrepresentation

Any representation or warranty made or deemed to be made by the Borrower in the Finance Documents to which it is a party or any certificate delivered by or on behalf of the Borrower pursuant to any Finance Document is or proves to have been incorrect in any material respect when made or deemed to be made, unless the circumstances giving rise to that misrepresentation are capable of remedy and are, in fact, remedied within ten (10) calendar days of the earlier of (i) the Lender giving notice to the Borrower and (ii) the Borrower becoming aware of the misrepresentation.

14.4 Insolvency

- (a) The Borrower is unable or admits inability to pay its debts as they fall due (other than solely as a result of its balance sheet liabilities exceeding its balance sheet assets).
- (b) The Borrower suspends making payments on its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (other than any Lender) with a view to rescheduling any of its indebtedness.

14.5 Insolvency proceedings

- (a) Any proceeding is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, judicial management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower other than a solvent liquidation or reorganisation of the Borrower that is not restricted under Clause 13.6 (*Consolidation and Merger*);
 - (ii) a composition or arrangement with any creditor of the Borrower, or an assignment for the benefit of creditors generally of the Borrower or a class of such creditors; or
 - (iii) the appointment of a liquidator (other than in respect of a solvent liquidation of the Borrower that is not restricted under Clause 13.6 (*Consolidation and Merger*)), receiver, administrator, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of the Borrower;

or any analogous procedure or step is taken in the jurisdiction of incorporation of the Borrower.

- (b) Paragraph (a) of this Clause 14.5 shall not apply to any action, proceeding, procedure or step which is frivolous or vexatious or is being contested in good faith, and (in each case) is discharged, stayed or dismissed within 60 days of commencement.

14.6 Creditors' process

Any order for attachment or disposition or similar process is issued, or a compulsory execution process is commenced, against the assets of the Borrower having an aggregate value of US\$5,000,000 (or its equivalent in any other currency or currencies) and such process remains undismissed or undischarged for a period of ninety (90) days or longer.

14.7 Cessation of Business

The Borrower suspends or ceases to carry on all or substantially all of its business (taken as a whole) (except pursuant to and followed by a consolidation, amalgamation, merger or reorganisation permitted by Clause 13.6 (*Consolidation and Merger*)), which has a Material Adverse Effect.

14.8 Unlawfulness and repudiation

- (a) Subject to the Legal Reservations, it is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents to which it is a party; or
- (b) the Borrower repudiates a Finance Document or evidences an intention to repudiate a Finance Document,

in each case to an extent materially adverse to the interests of the Lender under the Finance Documents.

14.9 Material Adverse Effect

Any event or circumstance occurs which has a Material Adverse Effect.

14.10 Litigation

One or more final judgments or decrees is entered against the Borrower involving a liability requiring the payment of money which has a Material Adverse Effect (to the extent not paid or covered by insurance or indemnities as to which the applicable insurance company or third party has not denied coverage).

14.11 Pledged Interest

- (a) The Equitable Mortgage after delivery thereof pursuant to this Agreement shall for any reason (other than pursuant to the terms hereof or thereof including as a result of a transaction not prohibited under this Agreement) cease to create, or any Lien purported to be created by the Equitable Mortgage shall be asserted in writing by the Borrower not to be, a valid and perfected lien, with the priority required by the Equitable Mortgage on and security interest in any material portion of the secured assets purported to be covered thereby, for any reason (other than as a result of the failure of the Lender to take any action required to be taken under any Finance Document).

- (b) The Parent does not comply with any covenant, undertaking or agreement contained in the Equitable Mortgage, **provided that** no Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within thirty (30) calendar days of the earlier of (A) the Lender giving notice to the Parent and (B) the Parent becoming aware of the failure to comply.

14.12 Acceleration

Subject to Clause 4.2 (*Utilisations during the Certain Funds Period*), on and at any time after the occurrence of an Event of Default which is continuing the Lender may by notice to the Borrower:

- (a) cancel the Commitments at which time they shall immediately be cancelled and the Facility shall immediately cease to be available for further utilisation;
- (b) declare that all or part of the Loan, together with accrued interest and, if applicable, the prepayment fee, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower; and/or
- (c) declare that all or part of the Loan be payable on demand, whereupon they shall immediately become payable on demand by the Lender.

**SECTION 8
CHANGES TO PARTIES**

15. CHANGES TO THE LENDER

15.1 Assignments and Transfers by the Lender

Subject to this Clause 15 (*Changes to the Lender*), the Lender (the “**Existing Lender**”) may after the date that is the earlier of (i) the initial Utilisation Date and (ii) the date on which the Commitments are cancelled in full pursuant to Clause 7.2 (*Voluntary cancellation*):

- (a) (i) assign its rights or (ii) transfer by novation its rights and obligations under this Agreement (including all of the Loan at the time owing to it) to another bank or financial institution or to any other person specifically approved in writing by the Borrower (the “**New Lender**”); and
- (b) sub-participate any of its rights and/or obligations under this Agreement; **provided that** (i) such Lender’s obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Borrower shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement.

15.2 Conditions of assignment or transfer or sub-participation

- (a) The prior written consent of the Borrower is required for any assignment, transfer or sub-participation by an Existing Lender.
- (b) If:
 - (i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes any of its Facility Office; and
 - (ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, the Borrower would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 9 (*Tax Gross Up*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred.

- (c) The right of any Lender to make assignments, transfer and enter into sub-participations as provided by this Clause 15 (*Changes to the Lender*) is in any event subject to that Lender procuring that Confidentiality Undertakings are entered into and delivered to the Borrower as provided by Clause 17 (*Disclosure of Information*).
- (d) The Borrower (or Lender, in the case of a sub-participation) shall maintain at one of its offices a copy of each transfer certificate delivered to it and a register for the recordation of the names and addresses of each Lender (or sub-participant, in the case of a sub-participation) and the Commitments of and obligations (including principal and stated interest owing to) owing to each Lender (or sub-participant, in the case of a sub-participation).

15.3 Copy of transfer certificate or assignment agreement

The Existing Lender shall, as soon as reasonably practicable after it has executed a transfer certificate or an assignment agreement pursuant to Clause 15.1 (*Assignments and Transfers by the Lender*), send to the Borrower a copy of that transfer certificate or assignment agreement.

15.4 Existing consents and waivers

A New Lender shall be bound by any consent, waiver, election or decision given or made by the relevant Existing Lender under or pursuant to any Finance Document prior to the coming into effect of the relevant assignment or transfer to such New Lender.

16. CHANGES TO THE BORROWER

16.1 Assignments and transfers by the Borrower

Other than the Merger and/or as provided for in this Agreement, the Borrower may not assign or transfer any of its rights or obligations under any Finance Document, except with the prior written consent of the Lender.

17. DISCLOSURE OF INFORMATION

17.1 Obligation to keep information confidential

- (a) Each Lender must keep confidential all information in connection with or relating to the Borrower, the Group, the Finance Documents or a Facility of which a Lender becomes aware in its capacity as, or for the purpose of becoming, a Lender or which is received by a Lender in relation to the Finance Documents or a Facility supplied by or on behalf of either (i) any Group Member or any of its advisers; or (ii) another Lender, if the information was obtained by that Lender directly or indirectly from any Group Member or any of its advisers (regardless of the form such information takes, and including information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information) and shall not use any such information except in connection with the Finance Documents and the Facility.
- (b) However, a Lender is entitled to disclose information referred to in paragraph (a) above:
 - (i) if such information is publicly available, other than as a direct or indirect result of a breach by that Lender of, or action by its Affiliates that is contrary to the provisions of, this Clause 17 (*Disclosure of Information*);
 - (ii) if required to do so in connection with any legal, arbitration or regulatory proceedings or procedure;
 - (iii) if required to do so under any applicable law or regulation;
 - (iv) if required or requested to do so by any governmental, banking, taxation or other regulatory authority;
 - (v) to its professional advisers and any other person providing services to it (including, without limitation, any provider of administrative or settlement services or credit protections, external auditors, insurers, reinsurers, insurance or reinsurance brokers, stock exchanges and clearing houses) **provided that** such person is under a duty of confidentiality, contractual or otherwise, to that Lender;
 - (vi) to the head office, branches, representative offices, Subsidiaries, related corporations or Affiliate of any Lender (each a “**Finance Party Related Party**”) and each Finance Party Related Party shall be permitted to disclose information as if it were a Lender; **provided that** such Finance Party Related Party is under a duty of confidentiality, contractual or otherwise, to that Lender;

- (vii) to any other Lender;
 - (viii) to any person permitted in writing by the Borrower; or
 - (ix) to the Borrower; or
 - (x) to any rating agency (including its professional advisers) such confidential information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Borrower if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.
- (c) A Lender may disclose to an Affiliate or any potential transferee, assignee or participant to which a transfer, assignment or sub-participation is not expressly prohibited under Clause 15 (*Changes to the Lender*):
- (i) a copy of any Finance Document; and
 - (ii) any information which that Lender has acquired under or in connection with any Finance Document.

However, before a potential transferee, assignee or participant may receive any confidential information, it must execute in favour of the relevant Lender a Confidentiality Undertaking and deliver a copy of the same to the Borrower. A participant may itself disclose the documents and information referred to in sub- paragraphs (i) and (ii) to an Affiliate or any person with whom it may enter, or has entered into, any kind of transfer of an economic or other interest in, or related to, this Agreement so long as the relevant Affiliate or transferee executes in favour of the relevant potential transferee, assignee or participant a Confidentiality Undertaking and delivers a copy of the same to the Borrower.

- (d) This Clause 17.1 (*Obligation to keep information confidential*) supersedes any previous agreement relating to the confidentiality of such information (other than any provision therein which survives the termination of any such previous agreement in accordance with the terms thereof).

17.2 Relevant information

Without affecting the responsibility of the Borrower for information supplied by it or on its behalf in connection with any Finance Document, each Lender accepts and acknowledges that:

- (a) some or all of the information (including, without limitations, financial projections and/or other financial data) that has or may be provided to such Lender (through the Borrower or otherwise) is or may constitute relevant information in relation to the Group (the “**Price Sensitive Information**”) and that the use of such information may be regulated or prohibited by applicable laws and regulations relating to, among other things, insider dealing and/or market abuse;
- (b) upon possession of the Price Sensitive Information, a Lender may be prohibited or restricted under the applicable laws and regulations from, among other things, dealing in or counselling or procuring another person to deal in the listed securities of the Borrower or the Target or their derivatives, or the listed securities of a related corporation of the Borrower or the Target or their derivatives, or otherwise from using or disclosing the Price Sensitive Information; and
- (c) any information received under or in connection with the Finance Documents shall not be used for any unlawful purpose, and each Lender shall make an independent evaluation of, and ensure its compliance with, any legal and regulatory restrictions on the use and/or disclosure of such information.

**SECTION 9
ADMINISTRATION**

18. PAYMENT MECHANICS

18.1 Payments to the Lender

- (a) On each date on which the Borrower is required to make a payment under a Finance Document, the Borrower shall make the same available to the Lender (unless a contrary indication appears in a Finance Document) for value on the due date.
- (b) Payment shall be made to such account as the Lender specifies.

18.2 Distributions to the Borrower

If an Event of Default has occurred and is continuing, the Lender may (without the consent of the Borrower) apply any amount received by it for the Borrower in or towards payment (on the date and in the currency and funds of receipt) of any amount due from the Borrower under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

18.3 Partial payments

- (a) If the Lender receives or recovers an amount from or in respect of the Borrower under or in connection with any Finance Document which amount is insufficient to, or is not applied to, discharge all the amounts then due and payable by the Borrower under the Finance Documents, then the Lender shall apply that amount towards the obligations of the Borrower under the Finance Documents in the following order:
 - (i) **firstly**, in or towards payment *pro rata* of any sum other than accrued interest and principal due but unpaid under the Finance Documents;
 - (ii) **secondly**, in or towards payment *pro rata* of any accrued interest due but unpaid under the Finance Documents; and
 - (iii) **thirdly**, in or towards payment *pro rata* of any principal due but unpaid under the Finance Documents.
- (b) Paragraph (a) above will override any appropriation made by the Borrower.

18.4 No set-off by the Borrower

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

18.5 Business Days

- (a) Any payment under the Finance Documents which is due to be made on a day (other than a Final Repayment Date) that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not). If a Final Repayment Date is not a Business Day, any payment which is due to be made on that Final Repayment Date shall be made on the preceding Business Day.
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement, interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

18.6 Currency of account

- (a) Subject to paragraphs (b) to (e) below, US Dollar is the currency of account and payment for any sum due from the Borrower under any Finance Document.
- (b) A repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in the currency in which that Loan or Unpaid Sum is denominated, pursuant to this Agreement, on its due date.
- (c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated, pursuant to this Agreement, when that interest accrued.
- (d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (e) Any amount expressed to be payable in a currency other than US Dollar shall be paid in that other currency.

18.7 Change of currency

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lender (acting reasonably and after consultation with the Borrower); and
 - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Lender (acting reasonably and after consultation with the Borrower).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Lender (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the relevant market and otherwise to reflect the change in currency.

19. SET-OFF

While an Event of Default is continuing, a Lender may set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by that Lender) against any matured obligation owed by that Lender to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. That Lender shall promptly notify the Borrower of any such set-off or conversion.

20. NOTICES

20.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, such writing may be delivered by fax, by personal delivery or by overnight courier service in circumstances to which such service guarantees next day delivery.

20.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of the Original Borrower:

Room 2815c, 28/F, Metropole Square, No.2 On Yiu Street,
Shek Mun, N.T., Hong Kong
Attn: Mr. Kin Ho Philip Chan, Director
Email: info@risechainltd.com

With copies to (which shall not constitute notice):

Ropes & Gray
44th Floor, One Exchange Square
8 Connaught Place
Central, Hong Kong
Attn: Oliver Nip
Email: Oliver.Nip@ropesgray.com

Prospera Law, LLP
1901 Avenue of the Stars, Suite 480
Loa Angeles, CA 90067
Attn: Mr. Kevin Leung
Email: kleung@prosperalaw.com

(b) in the case of the Original Lender:

44/F, Office Tower, Convention Plaza,
1 Harbour Road,
Wanchai, Hong Kong.
Attn: Kelvin Ka Ming Sze, director of New Age SPII
Email: Kelvin.sze@acetag.finance

or any substitute address, fax number or department or officer as the Party may notify to each other Party by not less than five (5) Business Days' notice.

20.3 Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will be effective:

- (i) if by way of fax, only when received in legible form;
- (ii) if by personal delivery, on the date of such personal delivery; or
- (iii) if by overnight courier service, the day following being so delivered to the address of the applicable Party,

and, if a particular department or officer is specified as part of its address details provided under Clause 20.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document which becomes effective, in accordance with paragraph (a) above, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

20.4 Electronic communication

- (a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five (5) Business Days' notice.
- (b) Any such electronic communication or delivery as specified in paragraph (a) above to be made between the Borrower and a Lender may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.
- (c) Any such electronic communication or document as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form.
- (d) Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.
- (e) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this Clause 20.4 (*Electronic communication*).

20.5 English language

- (a) Any notice given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by any other Party, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

21. CALCULATIONS AND CERTIFICATES

21.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Lender are *prima facie* evidence of the matters to which they relate.

21.2 Certificates and determinations

Any certification or determination by a Lender of a rate or amount under any Finance Document shall set out the basis of calculation in reasonable detail and is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

21.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days.

22. PARTIAL INVALIDITY

If, at any time, any provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

23. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of a Lender, any right or remedy under the Finance Documents shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any of the Finance Documents on the part of any Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

24. AMENDMENTS AND WAIVERS

24.1 Required consents

Any term of the Finance Documents may be amended or waived only with the written consent of the Lender and the Borrower and any such amendment or waiver will be binding on all Parties. Without limiting the generality of the foregoing, no oral promise or statement, nor any action, inaction, delay, failure to require performance or course of conduct shall operate as, or evidence, an amendment, supplement or waiver or have any other effect on any Finance Document. Any waiver granted shall be limited to the specific circumstance expressly described in it, and shall not apply to any subsequent or other circumstance, whether similar or dissimilar, or give rise to, or evidence, any obligation or commitment to grant any further waiver.

25. COUNTERPARTS

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

26. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against the Lender, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Finance Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan, or the use of the proceeds thereof.

27. COMPLIANCE WITH USURY LAWS

It is the intent of Lender and Borrower in the execution and performance of this Agreement and the other Finance Documents to contract in strict compliance with any and all applicable usury laws, including conflicts of law concepts, governing the loan described herein. In furtherance thereof, the Lender and Borrower stipulate and agree that none of the terms and provisions contained in this Agreement or any of the other Finance Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the highest rate permitted by applicable law (the "**Highest Lawful Rate**") and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Agreement or any of the other Finance Documents; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on any Sum include amounts which by applicable law are deemed interest which would exceed the Highest Lawful Rate, then such excess shall be deemed to be a mistake and the Lender shall credit the same on the principal balance of the Loan (or if all of the Sums shall have been paid in full, refund said excess to the Borrower). The provisions of this section shall control over all other provisions of this Agreement and the other Finance Documents which may be in apparent conflict herewith.

28. TIME OF ESSENCE

Time is of the essence for the performance of all obligations in this Agreement.

**SECTION 10
GOVERNING LAW AND ENFORCEMENT**

29. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

30. ENFORCEMENT

30.1 Submission to Jurisdiction; Waivers

Each party hereto irrevocably and unconditionally:

- (a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Finance Documents to which it is a party to the exclusive general jurisdiction of the courts of the State of New York or the courts of the United States for the Southern District of New York, in each case sitting in New York City in the Borough of Manhattan, and appellate courts from any thereof;
- (b) consents that any such action or proceeding shall be brought in such courts and waives (to the extent permitted by applicable law) any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same or to commence or support any such action or proceeding in any other courts;
- (c) agrees that service of process in any such action or proceeding shall be effected by providing a copy thereof by any of the methods of delivery permitted by Clause 20 (*Notices*) to such Party at its address as provided in Clause 20 (*Notices*) (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by law), to such person and the Borrower hereby appoints COGENCY GLOBAL INC. with its offices at 122 East 42nd Street, 18th Floor, New York, NY 10168 (or such other person approved by the Lender (acting reasonably, with such approval not to be unreasonably withheld or delayed)) as its agent for service of process in any matter related to this Agreement prior to the consummation of the Merger, and shall provide written evidence of acceptance of such appointment by such agent (in form and substance satisfactory to the Lender (acting reasonably)) on or before the initial Utilisation Date;
- (d) agrees that nothing herein shall affect the right of the Lender to effect service of process in any other manner permitted by law; and
- (e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Clause 30.1 (*Submission to Jurisdiction; Waivers*) any special, exemplary, punitive or consequential damages.

30.2 WAIVERS OF JURY TRIAL

EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) THE RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY PARTY RELATED TO OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER FINANCE DOCUMENT OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.

This Agreement has been entered into on the date stated at the beginning of this Agreement and executed under hand by the Parties, in each case on the date specified above.

SCHEDULE 1

CONDITIONS PRECEDENT

1. Corporate Documents: A copy of a certificate from the Borrower executed by its representative director (or equivalent):
 - (a) attaching a copy of its memorandum and articles of association and certificate of incorporation;
 - (b) attaching a copy of the resolutions of its board of directors approving the execution and the entry into the Finance Documents to which it is a party;
 - (c) attaching or containing a specimen of the signature of each person authorised by the resolutions referred to in paragraph (b) above (where such person actually executes any such document);
 - (d) certifying that each copy document relating to it specified in this paragraph 1 is correct, complete and, in the case of the resolution specified in paragraph (b) above, in full force and effect as at a date no earlier than the Signing Date; and
 - (e) confirming that borrowing the Commitments would not cause any borrowing or similar limit binding on the Borrower to be exceeded.
 2. Finance Documents: A copy of each of the following documents:
 - (a) this Agreement executed by the Borrower; and
 - (b) the Equitable Mortgage executed by the Parent.
 3. Merger:
 - (a) A copy of a certificate of the Borrower (executed by its authorised persons) confirming that:
 - (i) the conditions to effect the Merger set forth in Article VII of the Merger Agreement have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing or after Closing); and
 - (ii) the terms of the Merger Agreement have not been amended or waived, save for any amendments or waivers which are not materially adverse to the interests of the Lender under the Finance Documents (taken as a whole) or any other changes or additions approved by the Lender (acting reasonably, with such approval not to be unreasonably withheld or delayed).
 - (b) A copy of the Merger Agreement, executed by the Parent, the Borrower and the Target.
 4. Legal Opinion:
 - (a) A written opinion of Ropes & Gray, LLP, counsel for the Borrower, addressed to the Lender.
 - (b) A written opinion of Harney, Westwood & Riegels, counsel for the Borrower, addressed to the Lender.
-

SCHEDULE 2
UTILISATION REQUEST

From:

To:

Dated:

Dear Sirs

Project Indigo - US\$20,000,000 facility agreement dated __, 2023 (the “Facility Agreement”)

1. We refer to the Facility Agreement. This is a Utilisation Request. Terms defined in the Facility Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We wish to borrow a Loan on the following terms:

Proposed Utilisation Date: [] (or, if that is not a Business Day, the next Business Day)

Currency of Loan: USD

Amount: [] or, if less, the Available Facility
3. [We confirm that each applicable condition specified in Clause 4.2 (*Utilisations during the Certain Funds Period*) is satisfied on the date of this Utilisation Request.]
4. [The proceeds of this Loan should be credited to [account].]
5. This Utilisation Request is irrevocable.

Yours faithfully

authorised signatory for

[]

SCHEDULE 3

TIMETABLES

Delivery of a duly completed Utilisation Request (Clause 5.1 (*Delivery of a Utilisation Request*))

U-1*
11:00 a.m.
(New York time)

“**U**” = date of Utilisation

“**U - X**” = X Business Days prior to U.

SCHEDULE 4

FORM OF CONFIDENTIALITY UNDERTAKING

[Letterhead of Seller]

Date: []

To:

--

[insert name of Potential Purchaser]

Re: **The Facility Agreement**

<i>Borrower:</i> (the “ Borrower ”) <i>Date:</i> <i>Amount:</i>

Dear Sirs

We understand that you are considering acquiring an interest in the Facility Agreement which, subject to the Facility Agreement, may be by way of novation, assignment, the entering into, whether directly or indirectly, of a sub-participation or any other transaction under which payments are to be made or may be made by reference to one or more Finance Documents and/or the Borrower or by way of investing in or otherwise financing, directly or indirectly, any such novation, assignment, sub-participation or other transaction (the “**Acquisition**”).

In consideration of us agreeing to make available to you certain information, by your signature of a copy of this letter you agree as follows:

1. **Confidentiality Undertaking**

You undertake:

- (a) to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by paragraph 2 below and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to your own confidential information; and
- (b) until the Acquisition is completed to use the Confidential Information only for the Permitted Purpose.

2. **Permitted Disclosure**

We agree that you may disclose:

- (a) to any of your Affiliates and any of your or their officers, directors, employees, professional advisers and auditors such Confidential Information as you shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information, except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

- (b) subject to the requirements of the Facility Agreement, to any person:
- (i) to (or through) whom you assign or transfer (or may potentially assign or transfer) all or any of your rights and/or obligations which you may acquire under the Facility Agreement such Confidential Information as you shall consider appropriate if the person to whom the Confidential Information is to be given pursuant to this sub-paragraph (i) of paragraph (b) has delivered a letter to you in equivalent form to this letter;; or
 - (ii) with (or through) whom you enter into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to the Facility Agreement or the Borrower such Confidential Information as you shall consider appropriate if the person to whom the Confidential Information is to be given pursuant to this sub-paragraph (ii) of paragraph (b) has delivered a letter to you in equivalent form to this letter;
 - (iii) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation such Confidential Information as you shall consider appropriate; if the person to whom the Confidential Information is to be given pursuant to this sub-paragraph (iii) of paragraph (b) is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if it is not practicable so to do in the circumstances;
 - (iv) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes, if the person to whom the Confidential Information is to be given pursuant to this sub-paragraph (iv) of paragraph (b) is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if it is not practicable so to do in the circumstances;
 - (v) who is a Party; and
 - (vi) with the consent of Borrower.
- (c) notwithstanding paragraphs (a) to (c) above, Confidential Information to such persons to whom, and on the same terms as, a Lender is permitted to disclose Confidential Information under the Facility Agreement, as if such permissions were set out in full in this letter and as if references in those permissions to a Lender were references to you.

3. **Notification of Required or Unauthorised Disclosure**

You agree (to the extent permitted by law and regulation) to inform us:

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to sub-paragraphs (iii) or sub-paragraph (iv) under paragraph 2(b) above except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory, regulatory, governmental or judicial function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this letter.

4. **Return/Destruction of Confidential Information**

If you do not enter into the Acquisition and we so request in writing, you shall:

- (a) return or destroy all Confidential Information supplied to you by us;
- (b) destroy or permanently erase (to the extent technically practicable) all copies of Confidential Information made by you; and
- (c) use your reasonable endeavours to ensure that anyone to whom you have supplied any Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them, in each case save to the extent that you or the recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with internal policy, or where the Confidential Information has been disclosed under sub-paragraphs (iii) or (iv) of paragraph 2(b) above or for bona fide back-up archive purposes.

5. **Continuing Obligations**

The obligations in this letter are continuing and, in particular, shall survive and remain binding on you until:

- (a) if you become a party to the Facility Agreement as a lender of record, the date on which you become such a party to the Facility Agreement;
- (b) if you enter into the Acquisition but it does not result in you becoming a party to the Facility Agreement as a lender of record, the date falling twelve (12) months after the date on which all of your rights and obligations contained in the documentation entered into to implement that Acquisition have terminated;
- (c) in any other case, the date falling twelve (12) months after the date of your final receipt (in whatever manner) of any Confidential Information.

6. **No Representation; Consequences of Breach, etc**

You acknowledge and agree that:

- (a) neither we nor any member of the Group nor any of our or their respective officers, employees or advisers (each a “**Relevant Person**”) (i) make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by us or the assumptions on which it is based or (ii) shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by us or be otherwise liable to you or any other person in respect of the Confidential Information or any such information, provided that this acknowledgment shall not limit our representations and warranties to you (if any) under the Facility Agreement or any other Finance Document; and
- (b) we or members of the Group may be irreparably harmed by the breach of the terms of this letter and damages may not be an adequate remedy; each Relevant Person may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this letter by you.

7. **Entire Agreement: no Waiver; amendments, etc**

- (a) This letter constitutes the entire agreement between us in relation to your obligations regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.
- (b) No failure to exercise, nor any delay in exercising, any right or remedy under this letter will operate as a waiver of any such right or remedy or constitute an election to affirm this letter. No election to affirm this letter will be effective unless it is in writing. No single or partial exercise of any right or remedy will prevent any further or other exercise or the exercise of any other right or remedy under this letter.
- (c) The terms of this letter and your obligations under this letter may only be amended or modified by written agreement between us.

8. **Inside Information**

You acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and you undertake not to use any Confidential Information for any unlawful purpose.

9. **Nature of Undertakings**

The undertakings given by you under this letter are given to us and are also given for the benefit of the Borrower and each other member of the Group.

10. **Governing Law and Jurisdiction**

- (a) This letter (including the agreement constituted by your acknowledgement of its terms) are governed by the law of the State of New York.
- (b) The courts of the State of New York or the courts of the United States for the Southern District of New York, in each case sitting in New York City in the Borough of Manhattan, and appellate courts from any thereof have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to any non-contractual obligation arising out of or in connection with either this letter or the negotiation of the transaction contemplated by this letter).

11. **Definitions**

- (a) In this letter (including the acknowledgement set out below) terms defined in the Facility Agreement shall, unless the context otherwise requires, have the same meaning and:

“**Confidential Information**” means all information relating to the Borrower, the Group, the Finance Documents, the Facility and/or the Acquisition which is provided to you in relation to the Finance Documents or the Facility by us or any of our affiliates or advisers, in whatever form, and:

- (a) includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information, but

- (b) excludes information that:
 - (i) is or becomes public information other than as a direct or indirect result of any breach by you of this letter, or
 - (ii) is identified in writing at the time of delivery as non-confidential by us or our advisers; or
 - (iii) is known by you before the date the information is disclosed to you by us or any of our affiliates or advisers, or
 - (iv) is lawfully obtained by to you after that date, from a source which is, as far as you are aware, unconnected with the Group and which, in either case, as far as you are aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

“**Permitted Purpose**” means considering and evaluating whether to enter into the Acquisition.

- (b) Any reference to a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation.

Please acknowledge your agreement to the above by signing and returning the enclosed copy.

Yours faithfully

For and on behalf of

[Seller]

To: [Seller]

The Borrower and each other member of the Group

We acknowledge and agree to the above:

For and on behalf of

[Potential Purchaser]

SCHEDULE 5

FORM OF EXTENSION NOTICE

To: []

From: []

Date: []

Extension Notice under the US\$20,000,000 facility agreement dated __, 2023 between, among others, [] as Borrower and [] as Lender (as amended, novated, supplemented, extended and/or restated from time to time, the “Facility Agreement”)

1. We refer to the Facility Agreement. This is an Extension Notice under and for the purposes of the Facility Agreement.
2. Capitalised terms defined in the Facility Agreement have the same meaning when used in this notice unless expressly defined in this notice.
3. We hereby request the Lender to extend the [Initial Maturity Date][Extended Maturity Date] of the Facility by an additional three (3) Months. Upon such extension, the Final Repayment Date in relation to the Facility shall be extended to the [Extended Maturity Date][Further Extended Maturity Date], which shall be the date falling [9][12] Months after the initial Utilisation Date, being [*insert date*].
4. We confirm that each condition specified in paragraphs [(a)(i) through (ii)][(b)(i) through (ii)] of Clause [6.2] (*Extension of Maturity Date*) of the Facility Agreement is satisfied on the date of this notice.
5. This notice is irrevocable and binding on us.
6. This is a Finance Document.
7. This notice is governed by the law of the State of New York.

Yours faithfully

[Name of Director/Authorised Signatory]

SIGNATORIES
The Original Borrower

TSH MERGER SUB LIMITED

By: /s/ Jian Tang
Name: Jian Tang
Title: Director

[Project Indigo – Signature page to Facility Agreement]

The Original Lender

NEW AGE SP II

By: /s/ Kelvin Ka Ming Sze

Kelvin Ka Ming Sze

for and on behalf of

NEW AGE SPC in respect of its segregated portfolio

NEW AGE SP II

[Project Indigo – Signature page to Facility Agreement]