

Further information from a party to an agreement under section 317

I am a party to an agreement to which section 317(1)(a) or (b) applies and I hereby include a copy of the Deed of Concert Party Arrangement dated 18 January 2018.

Dated the 18th day of January 2018

Chan Ka Kin Kevin (陳家健)

and

Chan Ka On Eddie (陳家安)

and

Chan Ka Shing Jackson (陳家成)

and

Chow Ka Wai Raymond (周家偉)

DEED OF CONCERT PARTY ARRANGEMENT

STEPHENSON HARWOOD

18th Floor, United Centre

95 Queensway

Hong Kong

Tel: 2868 0789

Fax: 2868 1504

This **DEED OF CONCERT PARTY ARRANGEMENT** is made on the 18th day of January 2018

BETWEEN:

- (1) **Chan Ka Kin Kevin (陳家健)** (Hong Kong Identity Card number: [REDACTED], of [REDACTED] ("Kevin Chan");
- (2) **Chan Ka On Eddie (陳家安)** (Hong Kong Identity Card number: [REDACTED], of [REDACTED] ("Eddie Chan");
- (3) **Chan Ka Shing Jackson (陳家成)** (Hong Kong Identity Card number: [REDACTED] of [REDACTED] Hong Kong ("Jackson Chan"); and
- (4) **Chow Ka Wai Raymond (周家偉)** (Hong Kong Identity Card number: [REDACTED], of [REDACTED] ("Raymond Chow"),

(referred to as a "Party" individually and the "Parties" collectively).

WHEREAS:

- (A) As at the date of this Deed:
 - (a) Kevin Chan, Eddie Chan, Jackson Chan and Raymond Chow respectively holds 25%, 25%, 25% and 25% of the equity interest in each of the following companies:
 - (i) KOS International Limited (高盛國際人事顧問有限公司) ("KOS International"), a company incorporated on 21 January 2009 under the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") with company number [REDACTED]
 - (ii) KOS Staffing Limited ("KOS Staffing"), a company incorporated on 6 September 2017 under the laws of Hong Kong with company number [REDACTED] and
 - (iii) KOS Internacional Limitada (KOS International Limited/高奧士國際有限公司) ("KOS Macau"), a company incorporated on 18 January 2013 under the laws of the Macau Special Administrative Region of the People's Republic of China with company number [REDACTED]

(referred to as the "Operating Companies").

- (b) Raymond Chow holds the entire equity interest in Caiden Holdings Limited ("**Caiden Holdings**"), a company incorporated on [REDACTED] under the laws of the British Virgin Islands with company number [REDACTED].
- (B) For the purpose of the proposed listing of the shares of KOS International Holdings Limited (高奧士國際控股有限公司) (the "**Company**", together with its subsidiaries, the "**Group**"), a company incorporated on [REDACTED] under the laws of the Cayman Islands, on the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited (the "**Listing**"), the Parties will undergo the reorganisation (the "**Reorganisation**"), upon completion of which:
- (a) each of Kevin Chan, Eddie Chan and Jackson Chan will hold approximately 33.33%, 33.33% and 33.33% of the equity interest in KJE Limited ("**KJE Ltd**"), a company incorporated on [REDACTED] under the laws of the British Virgin Islands with company number [REDACTED].
- (b) the Parties will, through KJE Ltd and Caiden Holdings (the "**Holding Companies**"), hold 75% and 25% respectively of the entire equity interest in the Company; and
- (c) the Company will in turn indirectly wholly-own the Operating Companies (together with the Company, the "**Group**").
- (C) The Parties to this Deed mutually agree to regulate certain aspects of the affairs of the Group with respect to each other as shareholders in the Group upon the terms and subject to the conditions of this Deed.

NOW IT IS WITNESSED AND DECLARED as follows:

1 Acting in concert

1.1 Each of the Parties hereby confirms and agrees, jointly and severally, that during such time as he has been (including the period comprising the two financial years ended 31 December 2016 and 31 December 2017), or shall remain as a shareholder of any one of the Operating Companies or the Holding Companies, or shall indirectly hold any interest in the Company through the Holding Companies upon completion of the Reorganisation (as the case may be), and until the date of the Termination (as defined below), in relation to any resolutions of the Operating Companies, the Holding Companies, or the Company proposed to be passed (including, but are not limited to, any resolutions for the approval of the auditors' report, directors' report, re-election, appointment, or discharge of auditors or directors of the Operating Companies, the Holding Companies or the Company, the acquisition or disposal, or other matters relating to the business, management, ownership, finance, development and other affairs of the Operating Companies, the Holding Companies or the Company, as the case may be) (the "**Proposed Resolutions**"), the Parties have, at all times:

- (a) consulted with each other and acted in concert, and shall continue to consult with each other and act in concert until the date of the Termination (as

defined below), for the purpose of attaining unanimous consensus among themselves as to whether to vote for or against or to abstain from voting on the Proposed Resolutions prior to such Proposed Resolutions being put to vote;

- (b) exercised, and shall continue to exercise until the date of the Termination (as defined below) all voting rights and other powers of control available to him on any of the Proposed Resolutions unanimously and in accordance with the intention and direction of each Party on such matters, unless to do so would result in any of the Proposed Resolutions being in contravention of any applicable laws, regulations or codes of conduct;
- (c) enjoyed, and shall continue to enjoy until the date of the Termination (as defined below), the economic benefits generated from the business and operations of the Group; and
- (d) centralised, and shall continue to centralise until the date of the Termination (as defined below), the ultimate control and right to make final decisions with respect to their interests in the businesses and operations of the Group.

1.2 Each of the Parties hereby further confirms and undertakes, jointly and severally, that until the date of the Termination (as defined below), save for the purpose of the Reorganisation, they have not transferred and shall not sell, transfer, dispose, encumber or otherwise alienate any of their shareholding or other interests in the Operating Companies or the Holding Companies.

2 Duration and assignment

2.1 This Deed shall come into effect on the date of this Deed, and shall remain in force until the occurrence of any one of the following events (the "**Termination**"):

- (a) all the Parties agree by deed to terminate this Deed; or
- (b) in relation to each Party, such Party ceases to be beneficially entitled to any interests, direct or indirect, in the Holding Companies and the Group,

provided that the termination of this Deed shall be without prejudice to such causes of action of the Parties accrued up to the date of the Termination in respect of any loss or damages arising from the breach of this Deed, and shall not be construed as a waiver of such causes of action.

2.2 None of the Parties shall, unless otherwise agreed in writing by the other Parties, sell, transfer, assign, or otherwise dispose of any rights or obligations arising from this Deed.

2.3 This Deed shall enure to the benefit of, and bind all the successors-in-title, representatives and assignees of all Parties to this Deed.

3 Amendments, revocation or variation

- 3.1 Any amendments, revocation or variation to any provisions to this Deed shall be by deed and with the prior approval in writing of all the Parties.

4 Confidentiality

- 4.1 Unless otherwise required by law or other competent governmental, judicial, arbitral or regulatory authorities and/ or subject to any information or knowledge which has come to the public domain pursuant to any applicable laws and regulations, the Parties to this Deed shall not, without the prior approval in writing of the other Parties to this Deed (provided that such approval shall not unreasonably be refused or withheld), disclose, divulge or make known to any third party any information relating to this Deed, or to suffer the publication by any person of any opinion, comments, or reports relating this Deed or other ancillary matters.
- 4.2 Any disclosures by any Party to his legal or financial advisors shall not be construed as a breach of this Clause 4.

5 Severability

- 5.1 If any Clause in this Deed is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, then such Clause shall, insofar as it is illegal, invalid or unenforceable, be given no effect and shall be deemed not to be included in this Deed but that shall not affect the legality, validity or enforceability of any of the remaining provisions of this Deed.

6 Governing law

- 6.1 This Deed shall be governed by, and construed in accordance with, the laws of Hong Kong.
- 6.2 Any disputes arising out of this Deed or the performance of this Deed shall first be resolved by amicable negotiations by the Parties involved in the dispute. If the Parties to the dispute are unable to effect resolution of the dispute within 30 days from the date in which the dispute first arises, the Parties to the dispute shall then submit to the exclusive jurisdiction of the Hong Kong courts.

IN WITNESS WHEREOF this Deed has been executed and delivered as a deed by the Parties on the date and year first above written.

SIGNED, SEALED and DELIVERED by)
Chan Ka Kin Kevin (陳家健))

in the presence of: *Wong Ka Man*)

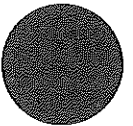
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Suites 808-809 & 809A
Ocean Centre
No. 5 Canton Road
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Hong Kong



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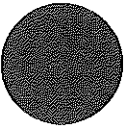
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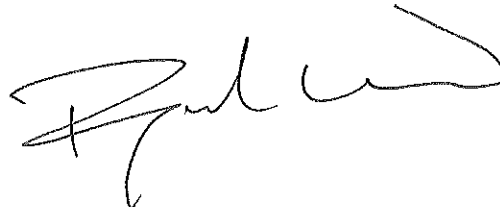
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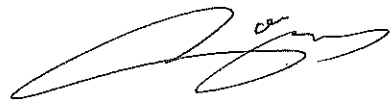
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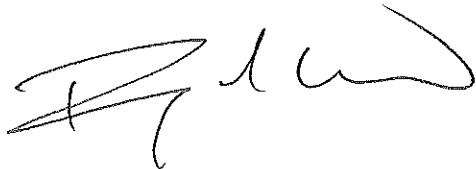
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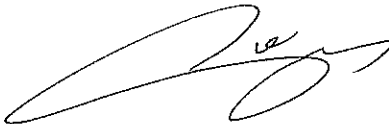
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