Execution Copy

DATE: 18 SEPTEMBER 2026

ZHI SHENG GROUP HOLDINGS LIMITED
(the Purchaser)

AND

MA GARY MING FAI
(as the Vendor)

AGREEMENT FOR THE SALE AND PURCHASE OF 1,340 SHARES IN AND SHAREHOLDER'S LOAN DUE BY INTELLIGENCE ADVANTAGE LIMITED

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CONTENTS

Clause	Heading	Page
1.	Definitions and Interpretation	4
2.	Sale and purchase of Sale Shares and the Sale Loan	8
3.	Consideration	8
4.	Conditions	9
5.	Completion	10
6.	Conduct of Business pending Completion	12
7.	Representations, Warranties and Undertakings	14
8.	Rescission	15
9.	Further Assurance	16
10.	Costs and stamp duty	16
11.	Confidentiality and announcements	16
12.	Time and waiver	18
13.	Invalidity	18
14.	Amendments	18
15.	Assignment	18
16.	Counterparts	18
17.	No Waiver	19
18.	Entire Agreement	19
19.	Notices	19
20.	Governing Law and Jurisdiction	20
21.	Third party rights	20

Schedules

1. Part A - Details of the Company
   Part B – Details of the subsidiaries
2. Debt Assignment
3. Warranties

Execution

Exhibit

A	**Accounts**
B	**Management Accounts**

THIS AGREEMENT is made the 18th day of September 2026

BETWEEN:

(1) **ZHI SHENG GROUP HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability, whose registered office is situated at Windward 3, Regatta Office Park, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands and its principal place of business in Hong Kong is situated at Room 1123, 11/F, Star House, 3 Salisbury Road, Kowloon, Hong Kong (the "**Purchaser**"); and

(2) **MA GARY MING FAI**, holder of Hong Kong Identity Card No [redacted] of [redacted] (the "**Vendor**").

WHEREAS

(A) Intelligence Advantage Limited (the "**Company**") is a company incorporated in the British Virgin Islands with limited liability. As at the date hereof, the Company has issued 2,580 ordinary shares (the "**Share(s)**"), which are fully paid or credited as fully paid and are beneficially owned as to approximately 51.94% by the Vendor and as to approximately 48.06% by Speed Ventures Limited, respectively. Full particulars of the Company are set out in Part A of Schedule 1.

(B) As at the date hereof, the Company is the sole legal and beneficial owner of Haoyang Ventures Limited ("**HVL**"). The Company is also the sole legal and beneficial owner of Haoyang DC1 Pte. Ltd. (the "**New Singapore Holdco**", as described in Recital (D)). Following the share transfer referred to in Recital (D), the New Singapore Holdco is the registered holder of 200,199,999 of the 200,200,000 issued shares in Haoyang Holdings (Thailand) Limited ("**Haoyang Holding**"), and Haoyang Holding is the registered holder of approximately 51% of the issued share capital in Haoyang Data Center 1 (Thailand) Limited ("**Haoyang Data Center**"), whereas approximately 49% held by CEWA Green (as defined in Recital (D)) with the remaining one share in Haoyang Holding being held by Ms. Yeung Kit Ying in order to satisfy the minimum number of shareholders requirement under the laws of Thailand. Haoyang Data Center is the sole legal and beneficial owner of the Land. Further particulars of HVL, New Singapore Holdco, Haoyang Holding and Haoyang Data Center are set out in Part B of Schedule 1.

(C) As at the date hereof, Haoyang Data Center has entered into a legally binding contract dated 28 July 2026 with Alibaba Cloud (Thailand) Limited in relation to the provision of colocation services for a term of 10 years with a total contract value of approximately US$1.6 billion (the "**Service Contract**").

(D) It is intended that, prior to Completion, the Group will undergo a corporate reorganisation exercise (the "**Reorganisation**"), pursuant to which (i) the entire interest in the registered capital of Haoyang Holding held by HVL shall be transferred to Haoyang DC1 Pte. Ltd., a company incorporated in Singapore

with limited liability (the "**New Singapore Holdco**"), which is (and shall at all times up to Completion remain) wholly and beneficially owned by the Company; and (ii) all shareholder's loans and other amounts owing by Haoyang Holding or any other Group Company to HVL, together with all other assets, rights, interests and benefits held by HVL in connection with the Group (including its rights under any shareholders' agreement relating to Haoyang Holding), shall be assigned or novated to the New Singapore Holdco; and (iii) (a) the transfer of existing shares held by Haoyang Holding in Haoyang Data Center to CEWA Green Hong Kong Limited, a company incorporated in Hong Kong with limited liability ("**CEWA Green**") such that, immediately following such issue and allotment, Haoyang Data Center shall be owned as to 51% by Haoyang Holding and as to 49% by CEWA Green, (b) the entry into of a new shareholders' agreement in respect of Haoyang Data Center among, inter alios, Haoyang Holding and CEWA Green, and (c) the termination of the shareholders' deed relating to Haoyang Holding made among Haoyang Holding, HVL, Mr. Man Lap and Zeawaa Green Co., Ltd., and others such that upon completion of the Reorganisation, the New Singapore Holdco shall replace HVL in the shareholding structure of the Group and shall hold all the rights, interests and obligations in respect of Haoyang Holding previously held by HVL, and HVL shall cease to hold any interest in Haoyang Holding. The share transfer referred to in (i) above has been completed, and the New Singapore Holdco was registered as the holder of 200,199,999 of the 200,200,000 issued shares in Haoyang Holding on 20 July 2026 (the remaining one share being held by an individual as described in Recital (B)); the assignment and novation referred to in (ii) above and the steps referred to in (iii) above have been completed. The Reorganisation has been implemented in accordance with all applicable laws, and with all consents required under any shareholders' agreement or subscription agreement relating to any Group Company (including any consent required from any other shareholder of the Company) having been obtained prior to its implementation.

(E) Pursuant to an option deed dated 27 March 2026 (the "**Option Deed**") entered into between the Vendor and the Purchaser, the Vendor has granted the Purchaser or its nominee the right to call upon the transfer of all the Shares legally and beneficially owned by him as at Completion (representing not less than 51% of the entire issued share capital of the Company) and the corresponding shareholders' loan. As at the date of this Agreement, the Vendor holds 1,340 Shares, representing approximately 51.94% of the issued share capital of the Company. The "**Sale Shares**" means all the Shares legally and beneficially owned by the Vendor as at Completion, comprising such 1,340 Shares and any further Shares which the Vendor may acquire or hold prior to Completion.

(F) On 18 September 2026, the Purchaser has served an exercise notice pursuant to the Option Deed. Each of the parties confirms that such exercise notice was validly given and served in accordance with the Option Deed.

(G) As at the date hereof, the Company is indebted to the Vendor in the sum of US$ 3,553,376.

(H) The Vendor has agreed to sell, the Purchaser has agreed to purchase, the Sale Shares and the Sale Loan (as defined below) subject to and upon the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (including the Recitals and Schedules), except where the context otherwise requires or permits, the following words and expressions shall have the meanings ascribed to each of them respectively below:

"**Accounts**"	collectively, the unaudited consolidated statement of financial position of the Group as at the Accounts Date and the unaudited consolidated income statement of the Group for the period from the date of incorporation (being 23 January 2025) to the Accounts Date, copies of which are attached in Exhibit "A" hereto for the purpose of identification
"**Accounts Date**"	30 June 2025, being the date to which the Accounts have been prepared
"**associate**"	has the meaning ascribed to it under the GEM Listing Rules
"**Business Day**"	a day (excluding Saturday, Sunday or public holiday) in Hong Kong on which licensed banks are generally open for business throughout the normal working hours
"**CEWA Green**"	has the meaning ascribed to such term in Recital (D)
"**Companies Ordinance**"	the Companies Ordinance (Cap. 622) of the Laws of Hong Kong
"**Company**"	has the meaning ascribed to such term in Recital (A)
"**Completion**"	completion of the sale and purchase of the Sale Shares and the Sale Loan in accordance with the terms and conditions of this Agreement
"**Completion Date**"	the date referred to in Clause 5.1 (or such later date as the parties shall agree in writing)
"**Consideration**"	has the meaning ascribed thereto in Clause 3.1

"Debt Assignment"	the deed of assignment (in the approved form) to be made in respect of the Sale Loan by the Vendor, the Purchaser and the Company, a draft of which is set out in this Agreement as Schedule 2
"Disclosed"	in respect of the Warranties, disclosed in a full, fair, specific and accurate manner in this Agreement (including the Schedules), the Accounts or the Management Accounts or such agreements or contracts entered into by the Vendor and/or his associates on the one part and the Company on the other part, and any disclosure in writing provided by the Vendor to the Purchaser prior to the execution of this Agreement, particulars of which has been Disclosed prior to Completion
"Encumbrance"	any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale and purchase or sale and leaseback arrangement whatsoever nature and includes any agreement for any of the same and "**Encumber**" shall be construed accordingly
"GEM"	GEM of the Stock Exchange
"GEM Listing Rules"	Rules Governing the Listing of Securities on GEM
"Group"	the Company together with its subsidiaries and the expressions "**member(s) of the Group**" and "**Group Company(ies)**" shall be construed accordingly
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Independent Shareholders"	the shareholders of the Purchaser other than the Vendor and his associates and any shareholders of the Purchaser who are involved in, or interested in, or have a material interest in this Agreement and the transactions contemplated thereunder
"Land"	the land situated in WHA Eastern Seaboard Industrial Estate 4, 616/1 Moo 5, Tambon Mae Nam Khu, Amphoe Pluak Daeng District, Rayong

	21140, Thailand consisting of two plots of land covering a total area of 87.74 rai (equivalent to approximately 140,384 square meters): (i) land plot No. VS01, covering a total area of approximately 79.32 rai (equivalent to approximately 126,912 square meters); and (ii) land plot No. VS02, covering a total area of approximately 8.42 rai (equivalent to approximately 13,472 square meters)
"Long Stop Date"	has the meaning ascribed to such term in Clause 4.5
"Management Accounts"	the unaudited consolidated statement of financial position of the Group as of 30 June 2026 and the unaudited consolidated statement of income of the Group for the period from 1 July 2025 to 30 June 2026, a copy of which has been set out in Exhibit "B" hereto for the purpose of identification
"Material Adverse Change"	any change (or effect) which has a material and adverse effect on the financial or trading position, business or property, results of operations of the Group Companies
"Option Deed"	has the meaning ascribed to such term in Recital (E)
"PRC"	the People's Republic of China
"Reorganisation"	has the meaning ascribed to such term in Recital (D)
"Sale Shares"	has the meaning ascribed to such term in Recital (E)
"Sale Loan"	all obligations, liabilities and debts owing or incurred by the Company to the Vendor on or at any time prior to Completion whether actual, contingent or deferred and irrespective of whether or not the same is due and payable on Completion (including, for the avoidance of doubt, any further amount advanced by the Vendor to the Company after the date of this Agreement and on or prior to Completion, as referred to in Clause 6.5), which as at the date hereof, amounted to US$ 3,553,376
"Share(s)"	has the meaning ascribed to such term in Recital

(A)

"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Subsidiaries"	the subsidiaries of the Company, details of which are set out in Schedule 1
"Tax" and **"Taxation"**	includes all forms of tax, levy, duty, charge, fee, contribution, impost or withholding of any nature now or hereafter imposed, levied, collected, withheld or assessed by a local, municipal, governmental, state, federal or other body or authority in Hong Kong or elsewhere (including any fine, penalty, surcharge or interest in relation thereto)
"USD"	United States dollars, the lawful currency of the United States
"Warranties"	the representations, warranties and undertakings contained or referred to in Clause 7 and Schedule 3 and all other representations, undertakings and warranties provided by the Vendor under this Agreement

1.2 Words and phrases (not otherwise defined in this Agreement) the definitions of which are contained or referred to in the Companies Ordinance shall be construed as having the meanings thereby attributed to them.

1.3 References in this Agreement to ordinances and to statutory provisions shall be construed as references to those ordinances or statutory provisions as respectively modified (on or before the date hereof) or re-enacted (whether before or after the date hereof) from time to time and to any orders, regulations, instruments or subordinate legislation made under the relevant ordinances or provisions thereof which has been so re-enacted (with or without modifications).

1.4 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.5 Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any one gender include all genders; words denoting persons include incorporations and firms and vice versa.

1.6 References to Clauses, Schedules and Exhibits are (unless the context requires otherwise) to clauses of and schedules and exhibits to, this Agreement.

1.7 All representations, undertakings, warranties, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into severally (but not joint) unless otherwise specified.

1.8 In this Agreement, any reference to a document in the **"approved form"** is to a form of the relevant document which is in form and substance agreed between the parties to this Agreement.

1.9 References to times shall mean Hong Kong time unless otherwise stated.

2. SALE AND PURCHASE OF THE SALE SHARES AND THE SALE LOAN

2.1 Subject to and upon the terms and conditions of this Agreement, the Vendor shall as beneficial owner sell and the Purchaser shall purchase the Sale Shares free from all Encumbrances together with all rights now and hereafter attaching thereto including but not limited to all dividends paid, declared or made in respect thereof at any time on or after the date of this Agreement.

2.2 Subject to and upon the terms and conditions of this Agreement, the Vendor shall as beneficial owner sell and the Purchaser shall purchase all the rights, title, benefits and interests of the Vendor in the Sale Loan free from all Encumbrances with effect from Completion.

2.3 The Purchaser shall not be obliged to complete the sale and purchase of the Sale Shares and the Sale Loan unless the same are completed simultaneously.

2.4 Each of the parties acknowledges and agrees that: (a) this Agreement is entered into pursuant to the exercise by the Purchaser of the call option under the Option Deed; (b) the Reorganisation as described in Recital (D) shall constitute, and shall be deemed for all purposes (including for the purposes of the Option Deed) to constitute, the "Reorganisation" contemplated under the Option Deed, notwithstanding anything to the contrary in the Option Deed (including any reference therein to Haoyang Ventures Limited), and to the extent necessary the Option Deed shall be deemed to be amended accordingly, this Agreement constituting an instrument in writing signed by all the parties to the Option Deed; and (c) the exercise of the call option under the Option Deed and the transactions contemplated by this Agreement are and shall remain valid and effective notwithstanding the Reorganisation (including the interposition of the New Singapore Holdco in place of Haoyang Ventures Limited).

3. CONSIDERATION

3.1 The aggregate consideration for the sale and purchase of the Sale Shares and the Sale Loan shall be the sum of US$16,953,376 (the "**Consideration**") and shall be payable by the Purchaser to the Vendor in the following manner:

(a) HK$19,100,000, which has been paid by the Purchaser as a refundable deposit to Man Lap pursuant to the June Call Option Deed (as defined in the Option Deed), in respect of which the Vendor has, pursuant to Clause 2.2 of the Option Deed, irrevocably and unconditionally assumed the obligation to return a sum equivalent thereto to the Purchaser as if it had been paid to the Vendor directly (the "**Deposit**") and which shall be applied

as part payment of the Consideration upon Completion (for which purpose the Deposit shall be treated as equal to US$2,435,250, being its HK$ amount converted at the rate of HK$1.00 = US$0.1275); and

(b) the remaining balance of the Consideration, being US$14,518,126 shall be paid by the Purchaser to the Vendor within 7 days after the Completion Date.

If any sum payable under this Clause 3.1 falls due on a day which is not a Business Day, such sum shall be due and payable on the next following Business Day.

3.2 Payment of the Consideration referred to in Clause 3.1(b) above shall be made by the Purchaser by cashier order issued by a licensed bank in Hong Kong, by cheque drawn against a licensed bank in Hong Kong in immediately available funds, by telegraphic transfer to such bank account as the Vendor may notify to the Purchaser, or by such other payment methods as the Vendor and the Purchaser may agree in writing.

3.3 In the event that Completion does not take place in accordance with Clause 5 on or before the Long Stop Date, the Vendor shall forthwith refund the Deposit to the Purchaser in full, without interest or deduction.

4. CONDITIONS

4.1 The Purchaser shall be entitled to conduct such financial, legal or other due diligence review of the assets, liabilities, operations and affairs of the Group as it may reasonably consider appropriate upon signing of this Agreement and the Vendor shall provide and procure the Group Companies and their respective agents to provide such assistance as the Purchaser or its agents and advisers may reasonably require in connection with such review.

4.2 Completion shall be conditional upon and subject to the satisfaction (or waiver, where applicable) of the following conditions:

(1) the Purchaser being satisfied in its absolute discretion with the results of the due diligence review to be conducted under Clause 4.1;

(2) all necessary consents, licenses and/or approvals required to be obtained on the part of the Vendor in respect of this Agreement and the transactions contemplated hereunder having been obtained and remain in full force and effect (where applicable);

(3) all necessary consents, licenses and/or approvals required to be obtained on part of the Purchaser in respect of this Agreement and the transactions contemplated hereunder having been obtained and remain in full force and effect (where applicable);

(4) the passing by the Independent Shareholders at a general meeting of an ordinary resolution to approve this Agreement and the transactions contemplated hereunder;

(5) the completion of the Reorganisation and the provision of evidence satisfactory to the Purchaser showing that the Group has beneficial ownership of not less than 51% interests of the Land;

(6) the obtaining of a valuation report (in the form and substance satisfactory to the Purchaser) from a firm of independent professional valuers showing the valuation of the Land to be not less than Baht 494,626,019.81 as at 30 June 2026;

(7) the obtaining of a legal opinion (in the form and substance satisfactory to the Purchaser) from a firm of lawyers qualified to practise the laws of Thailand in relation to, among other things, this Agreement and the transactions contemplated hereby, the Reorganisation and the ownership of the Land; and

(8) the Warranties remaining true and accurate and not misleading in all material respects.

4.3 The Vendor shall use its best endeavours to assist the Purchaser in connection with the due diligence review to be conducted under Clause 4.1. The Vendor shall procure that all information and documents required pursuant to the GEM Listing Rules, and other applicable rules, codes and regulations whether in connection with the preparation of all announcements, circulars, reports, documents, independent advice or otherwise are duly given promptly to the Purchaser, the Stock Exchange and The Securities and Futures Commission of Hong Kong.

4.4 The Vendor shall use its best endeavours to procure the fulfillment of the conditions set out in Clauses 4.2(1), (2), (5), (6), (7) and (8). The Purchaser shall use its best endeavours to procure the fulfillment of the condition set out in Clauses 4.2(3) and (4). Save that the Purchaser may at any time waive in writing the conditions set out in Clause 4.2(1), (6) and (7) all other conditions set out in Clause 4.2 are incapable of being waived.

4.5 If the above conditions set out in Clause 4.2 have not been satisfied (or waived by the Purchaser, as the case may be) on or before 31 December 2026 or such later date as the Vendor and the Purchaser may agree in writing (the "**Long Stop Date**"), this Agreement shall cease and determine (save and except Clauses 10, 11, 19 and 20 which shall continue to have full force and effect) and the Vendor shall refund the Deposit (without interest) to the Purchaser forthwith. Thereafter neither party shall have any obligations and liabilities towards each other hereunder save for any antecedent breaches of the terms hereof.

5. COMPLETION

5.1 Upon compliance with or fulfilment (or waiver) of all the conditions set out in Clause 4.2, Completion shall take place on the date falling within three Business Days after the fulfillment (or waiver) of the conditions set out in Clause 4.2, or such other date as the Vendor and the Purchaser may agree in writing (the

"**Completion Date**") at 1901A, 1902 & 1902A, 19/F, New World Tower I, 16-18 Queen's Road Central, Central, Hong Kong or such other place as the Vendor and the Purchaser may agree when all the acts and requirements set out in this Clause 5 shall be complied with.

5.2 On Completion, the Vendor shall deliver or procure the delivery to the Purchaser of all the following:

(1) instrument of transfer in respect of the transfer of the Sale Shares duly executed by the Vendor in favour of the Purchaser;

(2) original share certificate(s) in respect of the Sale Shares;

(3) the Debt Assignment duly executed under seal by the Vendor and the Company;

(4) to the extent in the custody or possession of the Vendor, all the statutory books, books of account, financial records of each of the Group Companies (which shall be written up to but not including the Completion Date), and other records, certificate of incorporation, current business registration certificates, memorandum of association, articles of association, chops and seals of the Group Companies;

(5) to the extent in the custody or possession of the Vendor, all books, records, ledger and documents of and relating to each Group Company, including but not limited to, contracts and policies of insurance, cheque books, online bank services decoder, and the current bank statements up to the Completion Date of all relevant accounts;

(6) if so requested by the Purchaser, the written resignation of such directors and company secretary of the relevant Group Company as the Purchaser may specify together with a written acknowledgement under seal from each of such directors respectively in the approved form that he/she has no claim against the relevant Group Company whether by way of compensation, remuneration, severance payments, expenses, damages or otherwise;

(7) a certified true copy of the minutes of the board meeting of the Company as stated in Clause 5.3; and

(8) such other documents as may be required to give the Purchaser good title to the Sale Shares and the Sale Loan and to enable the Purchaser to become the registered owner thereof.

5.3 On Completion, the Vendor shall cause a meeting of the board of directors of the Company to be held at which resolutions shall be passed for:

(1) the approval for the transfer of the Sale Shares to the Purchaser and the registration of such transfer and the issue of the relevant share certificate(s)

to the Purchaser;

(2) the approval of the Debt Assignment and other documents necessary for the purpose of effecting the transactions contemplated thereunder and authorising a person or persons to execute the same (under seal, where appropriate) for and on its behalf;

(3) the amendment of all existing mandates for operation of all the bank accounts maintained by the Company in such manner as the Purchaser may require; and

(4) the acceptance of the resignation of the directors of such Group Companies as requested by the Purchaser and the appointment of such persons nominated by the Purchaser as directors of any of the Group Companies with effect from the Completion Date.

5.4 Against compliance and fulfillment of all acts and requirements set out in Clause 5.2 and 5.3, the Purchaser shall deliver to the Vendor:

(1) duly executed instrument of transfer in respect of the Sale Shares; and

(2) the Debt Assignment duly executed under seal by the Purchaser; and

(3) a deed of adherence to the shareholders' deed relating to the Company duly executed by the Purchaser (or its wholly-owned subsidiary nominated pursuant to Clause 15, as the case may be), as required under such shareholders' deed in connection with the transfer of the Sale Shares.

5.5 In the event that the Vendor fails to do anything required to be done by it under Clauses 5.2 and 5.3, without prejudice to any other right or remedy available to the Purchaser, the Purchaser may:

(1) defer Completion to a day not more than 28 days after the date fixed for Completion or upon mutual consent by the Vendor and the Purchaser, a further 14 days after the 28 days deferral as referred hereto; or

(2) proceed to Completion so far as practicable but without prejudice to the Purchaser's right to the extent that the Vendor shall not have complied with its obligations hereunder.

6. CONDUCT OF BUSINESS PENDING COMPLETION

6.1 The Vendor hereby undertakes with the Purchaser that, except as required by this Agreement or in the ordinary and usual course of business of the Company, no resolution of the directors or members of the Company shall be passed prior to Completion without the prior written consent of the Purchaser (such consent shall not be unreasonably withheld or delayed).

6.2 The Vendor hereby undertakes with the Purchaser that until Completion the Group shall carry on its business in a manner consistent with its existing practices and shall:

(1) procure that the Group Companies shall not without first obtaining the prior written consent of the Purchaser (such consent not to be unreasonably withheld or delayed) enter into any contract or commitment of an unusual or onerous nature or other than in the normal and ordinary course of business; and

(2) keep the Purchaser reasonably informed of all significant matters relating to the Company, its business, assets and prospects.

6.3 Without prejudice to Clauses 6.1 and 6.2, the Vendor undertakes that it shall pending Completion take all steps necessary to ensure that except as required by this Agreement or by any applicable law or in the ordinary and usual course of business of the Group, the Company shall not carry out any of the following actions and no resolution of the board of directors of the Company or of its general meeting shall be passed to carry out the same unless the written consents of the Purchaser are obtained (such consents shall not be unreasonably withheld or delayed):

(1) the creation or issue of any shares in the Company or any other Group Company or the grant of any options over the Shares or the uncalled capital of the Company or the issue of any warrant, debentures, securities or other obligations convertible into shares or enter into any agreement to do any of the same, save for (i) any step taken to implement the Reorganisation in accordance with Recital (D); and (ii) any issue of Shares pursuant to any subscription agreement relating to the Company subsisting as at the date of this Agreement, provided that immediately following any such issue the Sale Shares shall represent not less than 51% of the entire issued share capital of the Company;

(2) the capitalisation, repayment or other form of distribution of any amount standing to the credit of any reserve of any Group Company on the redemption or purchase of any Shares or any other reorganisation of share capital;

(3) the winding-up or liquidation of any Group Company;

(4) the alteration of the rights attaching to any of the Sale Shares or the Shares;

(5) the alteration of the memorandum and articles of association of the Company and the passing of any resolutions inconsistent with the provision of this Agreement;

(6) the acquisition or formation by the Company or the acquisition of any share in any other company or the participation by the Company in any partnership or joint venture;

(7) the sale or disposal of the whole or a substantial part of the undertaking of the Company or any equity interest therein;

(8) the amalgamation or merger of the Company with any other company or concern;

(9) doing, allowing or procuring any act or omission on or before Completion which will constitute a breach of any of the Warranties; and

(10) creation of any charge, mortgage or other encumbrance over the Sale Shares.

6.4 The Vendor undertakes with the Purchaser to procure that: (1) the Reorganisation is completed prior to Completion in accordance with Recital (D) and all applicable laws; (2) all consents required for the Reorganisation under any shareholders' agreement or subscription agreement relating to any Group Company (including any consent required from any other shareholder of the Company and, for the avoidance of doubt, the written consent or ratification of Speed Ventures Limited under the shareholders' deed relating to the Company in respect of each step of the Reorganisation, including the completed share transfer referred to in (i) of Recital (D)) are obtained prior to the implementation of the Reorganisation, and copies thereof are provided to the Purchaser; and (3) the Purchaser is kept informed of the progress of the Reorganisation and is provided with copies of all documents effecting the Reorganisation promptly upon the execution thereof.

6.5 The Vendor shall not, and shall procure that the Company shall not, between the date of this Agreement and Completion, repay, prepay, capitalise, set off, waive, release or otherwise discharge or reduce all or any part of the Sale Loan without the prior written consent of the Purchaser. Any further amount advanced by the Vendor to the Company after the date of this Agreement and prior to Completion shall form part of the Sale Loan and shall be assigned to the Purchaser at Completion in accordance with this Agreement, without any increase in the Consideration.

7. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

7.1 In consideration of the Purchaser entering into this Agreement, the Vendor represents, warrants and undertakes to the Purchaser (to the intent that the provisions of this Clause shall continue to have full force and effect notwithstanding Completion) that:

(1) each of the Warranties is true and accurate and not misleading in all material respects at the date of this Agreement and will continue to be true and accurate and not misleading in all material respects up to and including Completion;

(2) there is and at Completion will be no Encumbrance on, over or affecting the Sale Shares and the Sale Loan and there is and at Completion will be no agreement or arrangement to give or create any such Encumbrance and

no claim has, to the knowledge, information, belief or awareness of the Vendor, been or will be made by any person to be entitled to any of the foregoing; and

(3) the Vendor will be entitled to transfer the full legal and beneficial ownership of the Sale Shares and the Sale Loan to the Purchaser on the terms of this Agreement without the consent of any third party at Completion.

7.2 The Vendor acknowledges that the Purchaser is entering into this Agreement in reliance upon the representations in the terms of the Warranties made by the Vendor.

7.3 Each of the Warranties shall be construed as a separate and independent warranty and (save where expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of this Agreement or any of the Warranties. The Purchaser shall be entitled to treat each Warranty as a condition of this Agreement.

7.4 The rights and remedies of the Purchaser in respect of any breach of the Warranties shall not be affected by Completion.

7.5 The rights conferred upon the Purchaser by the provisions of this Clause 7 are additional to and do not prejudice any other rights the Purchaser may have, and failure to exercise any of the rights herein conferred shall not constitute a waiver of any such rights.

7.6 In the event that any party shall fail to perform any of its obligations under this Agreement or breaches this Agreement in any respect then without prejudice to all and any other rights and remedies available at any time to the other party (including but not limited to the right to damages for any loss suffered), the other party shall be entitled by notice either to require the defaulting party to perform such obligation or, insofar as the same is practicable, remedy such breach.

7.7 The Warranties shall be deemed to be given at the date of this Agreement and shall be deemed to be repeated immediately before the time of Completion with reference to the facts then existing (except that references to any fact, matter or thing existing, occurring or having occurred at or before the date of this Agreement shall be construed as references to the time at or before Completion).

8. RESCISSION

8.1 If at any time before Completion, the Purchaser finds that any of the Warranties is incorrect or inaccurate in any material respect, or if the Vendor has been in breach of any of its obligations under Clause 6 and any such breach has not been remedied or otherwise waived by the Purchaser within 30 days of a written notice from the Purchaser to the Vendor, the Purchaser may rescind this Agreement by written notice to the Vendor, upon which the Vendor shall refund the Deposit to the Purchaser forthwith. If the Purchaser shall elect to rescind

this Agreement, the Vendor shall fully indemnify the Purchaser and keep the Purchaser fully indemnified in respect of all fees, costs and expenses (including legal fees) reasonably incurred by the Purchaser in connection with the negotiation, preparation, execution and rescission of this Agreement.

8.2 The Purchaser's rights under Clause 8.1 are in addition to and without prejudice to all other rights and remedies available to it and any partial exercise of or failure to exercise such rights shall not constitute a waiver of such rights or of any other rights whether conferred under this Agreement or otherwise.

8.3 Following Completion, if the Purchaser fails to pay any part of the Consideration in accordance with Clause 3, the Vendor shall be entitled to recover the same as a debt, without prejudice to any other rights or remedies available to the Vendor at law or in equity.

9. FURTHER ASSURANCE

Upon and after Completion, each of the parties hereto shall do and execute or procure to be done and executed all other necessary acts, deeds, documents and things within its power to give effect to this Agreement.

10. COSTS AND STAMP DUTY

10.1 Each party to this Agreement shall pay its own costs and expenses (including legal fees) in relation to the negotiations leading up to the purchase of the Sale Shares and the preparation, execution and carrying into effect of this Agreement.

10.2 Stamp duty and all other fees and expenses (if any) in respect of the transfer of the Sale Shares shall be borne equally by the Vendor and the Purchaser.

11. CONFIDENTIALITY AND ANNOUNCEMENTS

11.1 Each party to this Agreement shall keep strictly confidential and not disclose or use, and to ensure that its respective associates and its respective officers, employees, agents and professional and other advisers keep strictly confidential and not disclose or use, any documents, materials and other information in whatever form, whether technical or commercial, received or obtained by it as a result of entering into this Agreement which relates to:

(1) the business, financial or other affairs (including future plans and targets) of the Company;

(2) the existence or terms of this Agreement or any transaction contemplated by this Agreement; or

(3) any discussions or negotiations with regard to this Agreement or any transaction contemplated by this Agreement.

11.2 For the purpose of this Agreement, "**Confidential Information**" includes the information referred to in Clause 11.1 but does not include any document,

material or other information that:

(1) was lawfully in the possession of the receiving party prior to its disclosure by the disclosing party and had not been obtained from the disclosing party;

(2) is or becomes generally known to the public (other than by breach of this Agreement or any other obligation of confidentiality owed between the parties);

(3) is or becomes available to the receiving party other than as a result of a disclosure by a person known by the receiving party to be bound by an obligation of secrecy to the disclosing party; or

(4) is independently developed by the receiving party without reference to the Confidential Information.

11.3 Clause 11.1 shall not prohibit disclosure or use of any information if and to the extent that:

(1) the disclosure or use is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over the disclosing party or its associates, wherever situated, and whether or not the requirement has the force of law;

(2) the disclosure or use is required to vest the full benefit of this Agreement in the receiving party, as the case may be;

(3) the disclosure or use is required for the purpose of any judicial, arbitration or other similar proceedings arising out of this Agreement, the disclosure is reasonably required to be made to a taxation authority in connection with the taxation affairs of the receiving party or the disclosure is reasonably required for the purpose of preparing any statutory accounts of the receiving party;

(4) the disclosure is made to the associates of the receiving party, or to the officers, employees, agents and professional and other advisers (or any of them) of the receiving party or its associates, where such person has a business-related need to have access to the Confidential Information on terms that such person undertakes to comply with the provisions of Clause 11.1 in respect of such information as if they were a party to this Agreement and the party disclosing such information to such person shall be liable for any breach of this Clause 11 by such party; or

(5) the disclosing party has given prior written approval to the disclosure or use,

provided that prior to disclosure or use of any information pursuant to this Clause 11.3 (except in the case of disclosure to a taxation authority), the receiving party concerned shall give reasonable prior written notice to the

disclosing party (including a copy of any relevant written request which may exist) and the information is disclosed in a manner that is designed to preserve its confidential nature to the extent permitted by law. If on the receipt of such a notice a party wishes to take action to oppose or limit such potential disclosure or seek a protective order in respect of the information required to be disclosed, it may do so at its own cost and the receiving party shall provide it with any reasonable assistance required.

12. TIME AND WAIVER

Time shall in every respect be of the essence of this Agreement but no failure on the part of any party hereto to exercise, and no delay on its part in exercising any right hereunder shall operate as a waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any other right or prejudice or affect any right against any other parties hereto under the same liability, whether joint, several or otherwise. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

13. INVALIDITY

If at any time any one or more of the provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the laws of any relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement in that jurisdiction nor the legality, validity or enforceability of such provision under the laws of any other jurisdictions shall in any way be affected or impaired thereby.

14. AMENDMENTS

This Agreement shall not be amended, supplemented or modified except by instruments in writing signed by all parties hereto.

15. ASSIGNMENT

This Agreement shall be binding upon and enure to the benefit of each party's successors and permitted assigns but, except as expressly provided herein, no party shall assign or transfer all or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, the Purchaser may, by written notice to the Vendor no later than three Business Days prior to Completion, nominate any of its wholly-owned subsidiaries to take up the transfer of the Sale Shares and/or the Sale Loan, provided that the Purchaser shall remain primarily liable for the due performance of all its obligations under this Agreement (including payment of the Consideration).

16. COUNTERPARTS

This Agreement may be executed in counterparts with the same force and effect as if executed on a single document each of which shall be an original and all

such counterparts shall together constitute one and the same instrument. A party may execute this Agreement and the documents referred to herein on a facsimile copy counterpart and deliver its signature and seal by facsimile.

17. NO WAIVER

No failure or delay by either party hereto in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by either party hereto of any breach by the other party of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. The rights and remedies of the parties herein provided are cumulative and not exclusive of any rights and remedies provided by law.

18. ENTIRE AGREEMENT

This Agreement sets out the entire agreement and understanding between the parties in relation to the transactions hereby contemplated, and supersedes all previous agreements, arrangements and understandings between them with regard to such transactions and neither party is entering into this Agreement or any of the arrangement contemplated hereby in reliance upon any representation or warranty not expressly set out in this Agreement. No provision of this Agreement may be amended or modified otherwise than by the express written agreement of the parties hereto.

19. NOTICES

19.1 Any notice required to be given under this Agreement shall be sufficiently given if delivered personally or forwarded by registered post or sent by e-mail to the relevant party at its address or e-mail address set out below (or such other address or e-mail address as the addressee has by five (5) days prior written notice specified to the other party):

To the Vendor	:	
Address	:	[redacted]
E-mail Address	:	[redacted]
To the Purchaser:		
Address	:	Room 1123, 11/F, Star House 3 Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong
E-mail Address	:	8370cs@qtbgjj.com

Attention : the Board of Directors

19.2 Any notice delivered personally shall be deemed to have been served at the time of delivery. Any notice sent by pre-paid registered post shall be deemed to have been served 48 hours after the time at which it was posted and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted by prepaid registered letter post and notices sent by e-mail shall be deemed to have been served upon transmission.

20. GOVERNING LAW AND JURISDICTION

20.1 This Agreement shall be governed by and construed in accordance with the laws for the time being in force in Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

20.2 Each of the parties hereto also irrevocably agrees to waive any objection which it may at any time have to the laying of the venue of any proceedings in any court referred to in this Clause 20 and any claim that any such proceedings have been brought in an inconvenient forum.

21. THIRD PARTY RIGHTS

Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this Agreement, and whether so provided in this Agreement or not, no consent of any third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Agreement.

AS WITNESS the parties hereto have caused this Agreement to be executed the day and year first above written.

SCHEDULE 1

PART A - THE COMPANY

Name	:	Intelligence Advantage Limited
Place of Incorporation	:	British Virgin Islands
Date of Incorporation	:	3 June 2025
Company Number	:	2178328
Registered Office	:	OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands
Authorised share capital	:	50,000 ordinary shares of a single class with a par value of USD1.00 each
Issued share capital	:	2,580 Shares
Shareholders	:	The Vendor (1,340 Shares, approximately 51.94%) Speed Ventures Limited (1,240 Shares, approximately 48.06%)
Director	:	The Vendor

PART B - THE SUBSIDIARIES

Name	:	Haoyang Ventures Limited
Place of Incorporation	:	Hong Kong
Date of Incorporation	:	23 January 2025
Company Number	:	77639391
Registered Office	:	Unit 1603B, 16/F., Tower 2 Nina Tower 8 Yeung Uk Road Tsuen Wan Hong Kong
Issued share capital	:	1 ordinary share
Paid-up capital	:	HK$1.00
Shareholder	:	The Company (100%)
Director	:	The Vendor
Company Secretary	:	All Best Company Secretary Limited

Name	:	Haoyang DC1 Pte. Ltd.
Place of Incorporation	:	Singapore
Date of Incorporation	:	20 July 2026
Unique Entity Number	:	202632769N
Registered Office	:	105 Cecil Street, #18-18, The Octagon, Singapore 069534
Issued share capital	:	US$10,000 divided into 10,000 ordinary shares
Paid-up capital	:	-
Shareholder	:	The Company (100%)
Directors	:	The Vendor Patrick McGonagle (nominee director)
Company Secretary	:	Mohamed Fadzry Bin Fadzradj

Name	:	Haoyang Holdings (Thailand) Limited
Place of Incorporation	:	The Kingdom of Thailand
Date of Incorporation	:	25 April 2025
Registered office	:	No. 540 Mercury Tower, 11th Floor Unit 11125, Ploenchit Road Lumpini Sub-district, Pathumwan District Bangkok Metropolis
Registration Number	:	0105568082714
Registered capital shares at the par value	:	Baht 2,002,000,000 divided into 200,200,000 of 10 Baht per share
Paid-up capital	:	Baht 502,000,000 (200,000,000 shares paid only)
Shareholders	:	Haoyang DC1 Pte. Ltd. (200,199,999 shares) Yeung Kit Ying (1 share)
Directors	:	Ms. Yeung Kit Ying

Name	:	Haoyang Data Center 1 (Thailand) Limited
Place of Incorporation	:	The Kingdom of Thailand
Date of Incorporation	:	4 February 2025
Registered office	:	33/87-88 Wall Street Tower, 17th Floor, Surawong Road, Suriyawong, Bang Rak, Bangkok
Registration Number	:	0105568027501
Registered capital shares at the par value	:	Baht 24,397,092,000 divided into 2,439,709,200 of 10 Baht per share
Paid-up capital	:	Baht 6,099,498,000 (2,439,679,200 shares paid only)
Shareholders	:	Haoyang Holdings (1,244,251,692 shares, 51%) CEWA Green (1,195,457,508 shares, 49%)
Director	:	Ms. Yeung Kit Ying

SCHEDULE 2

DEBT ASSIGNMENT

DATE: [*] 2026

MA GARY MING FAI
(as the Vendor)

AND

ZHI SHENG GROUP HOLDINGS LIMITED
(as the Purchaser)

AND

INTELLIGENCE ADVANTAGE LIMITED
(as the Company)

DEED OF ASSIGNMENT

CLKW Lawyers LLP
(in association with Michael Li & Co.)
1901A, 1902 & 1902A, 19/F, New World Tower I
16-18 Queen's Road Central
Central, Hong Kong
(CCL/CW/CST/JF/2501009)

THIS DEED OF ASSIGNMENT is dated [*] 2026

AMONG:

(1) **MA GARY MING FAI**, holder of Hong Kong Identity Card No. [redacted] of [redacted] (the "**Vendor**");

(2) **ZHI SHENG GROUP HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability and having its principal place of business in Hong Kong at Room 1123, 11/F, Star House, 3 Salisbury Road, Kowloon, Hong Kong (the "**Purchaser**"); and

(3) **INTELLIGENCE ADVANTAGE LIMITED**, a company incorporated in the British Virgin Islands with limited liability and having its registered office at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the "**Company**").

WHEREAS:

(A) This Deed is entered pursuant to a sale and purchase agreement dated [*] 2026 and entered into between the Vendor and the Purchaser.

(B) As at the date hereof, the Company is indebted to the Vendor in the sum of approximately US$3,553,376 (the "**Debt**").

(C) The parties hereto have agreed to enter into this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 In this Deed, the expression "this Deed" shall mean this Deed of Assignment, as amended from time to time.

1.2 The headings of this Deed are inserted for convenience only and shall be ignored in construing this Deed. Unless the context otherwise requires, references in this Deed to the singular shall be deemed to include references to the plural and vice versa; references to one gender shall include all genders and reference to any person shall include an individual, firm, body corporate or unincorporate.

2. ASSIGNMENT OF DEBT

The Vendor hereby assigns to the Purchaser all rights, titles, benefits and interests in all obligations, liabilities and debts owing or incurred by the Company to the Vendor on or at any time prior to the date hereof whether actual, contingent or deferred and irrespective of whether or not the same is due and payable on the date hereof including but not limited to the Debt and TO HOLD the same unto the Purchaser absolutely.

3. ACKNOWLEDGEMENT BY THE COMPANY

3.1 The Company hereby acknowledges receipt of the notice of assignment of the Debt in the manner provided in this Deed.

3.2 The Company further acknowledges and confirms that it will pay to the Purchaser or as it may direct all sums in respect of the Debt at any time upon receipt of any instructions or notices from the Purchaser.

4. FURTHER ASSURANCE

The Vendor shall execute and do all such assurances, acts, deeds and things as the Purchaser may require and procure other relevant parties to do so for perfecting, preserving and protecting the assignment of the Debt as herein provided and for perfecting, preserving or protecting all or any of the rights, powers or remedies conferred hereby.

5. ASSIGNS

This Deed shall enure to the benefit of and be binding on each party and its respective successors.

6. GOVERNING LAW AND JURISDICTION

6.1 This Deed shall in all respects be governed by and construed in accordance with the laws of Hong Kong ("**Hong Kong**") Special Administrative Region of the People's Republic of China.

6.2 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

IN WITNESS WHEREOF this Deed has been duly executed by all parties hereto the day and year first above written.

THE VENDOR

SIGNED, SEALED and **DELIVERED** by)
MA GARY MING FAI)
)
)
in the presence of:)

THE PURCHASER

SEALED with the **Common Seal** and)
)
SIGNED by)
)
for and on behalf of)
ZHI SHENG GROUP HOLDINGS LIMITED)
)
)
in the presence of:)

THE COMPANY

SEALED with the **Common Seal** and)
)
SIGNED by)
)
for and on behalf of)
INTELLIGENCE ADVANTAGE LIMITED)
)
)
in the presence of:)

SCHEDULE 3

THE WARRANTIES

Subject to the matters Disclosed, the Vendor represents, warrants and undertakes to the Purchaser that all statements of fact set out in this Schedule 3 and elsewhere in this Agreement are true, complete and accurate in all material respects as at the date of this Agreement and will remain so up to and including Completion. Unless the context otherwise requires, the warranties contained in this Schedule 3 in relation to the Company shall be deemed to be repeated mutatis mutandis in relation to each member of the Group.

1 OWNERSHIP OF THE SALE SHARES AND SALE LOAN

1.1 The Vendor is the legal and beneficial owner of the Sale Shares and shall, at Completion, be entitled to sell and transfer the full legal and beneficial ownership of the Sale Shares to the Purchaser free from any Encumbrance.

1.2 There are no options, or other agreements outstanding which call for the issue of or accord to any person, the right to call for the shares in the capital or the subscription to the share capital or registered capital of the Company or the right to acquire, equities, claim, encumbrance, mortgage, charge, pledge, lien, third party rights whatsoever, adverse interest or other form of security on, over or affecting any of the share capital or registered capital of the Company (including the Sale Shares), and there is no agreement or commitment to give or create any of the foregoing and no claim has been made by any person to be entitled to any of the foregoing.

1.3 All rights now attached to the Sale Shares are valid, effective, enforceable, and subsisting.

1.4 Save for the Sale Loan, there is no outstanding shareholder's loan, liabilities and/or indebtedness due by the Company to the Vendor and/or its associates. To the Vendor's best knowledge, information and belief, there is no outstanding loan, liabilities and/or indebtedness whether actual or contingent owed by the Company to any third parties.

1.5 The Sale Loan is free from and clear of any mortgage, charge, pledge or lien and the same are freely transferable by the Vendor without the consent, approval, permission, licence or concurrence of any third party.

2. INFORMATION OF THE GROUP COMPANIES

2.1 The information in respect of the Group Companies as set out in Schedule 1 is complete, up-to-date, true and accurate in all material respects, save for any changes resulting from any issue of Shares permitted under Clause 6.3(a).

2.2 Each of the Group Companies has been duly incorporated under the laws of its jurisdiction of incorporation and is validly existing and in good standing and has full power, authority and legal right to own its assets and carry on its

business.

2.3 Each of the Group Companies has obtained and maintained all licences, permits, consents, approvals, registrations and authorisations necessary for carrying on its businesses in the relevant jurisdiction and all licences, permits, consents, approvals, registrations and authorisations remain valid and subsisting and the Vendor is not aware of any circumstances which may lead to a revocation or suspension (on temporary or permanent basis), cancellation or non-renewal of such licences, permits, consents, approvals, registrations or authorisations.

2.4 Neither the execution nor completion of this Agreement will adversely affect the title to, ownership, occupation, use or development of the Land or result in any breach of or default under any licence, permit, approval, consent, title document or material contract relating to the Land.

2.5 No order has been made, or petition presented, or resolution passed for the winding up of any Group Company nor has any distress, execution or other process been levied in respect of the Group Companies which remain undischarged; nor is there any unfulfilled or unsatisfied judgment or court order outstanding against any Group Company.

2.6 The Reorganisation has been or will be implemented in accordance with all applicable laws, the constitutional documents of each relevant Group Company and all shareholders' and subscription agreements relating to the Group Companies, and upon completion of the Reorganisation: (i) the New Singapore Holdco will be wholly and beneficially owned by the Company; (ii) the New Singapore Holdco will hold the entire interest in Haoyang Holding previously held by Haoyang Ventures Limited free from all Encumbrances; (iii) Haoyang Data Center will be owned as to 51% by Haoyang Holding and as to 49% by CEWA Green; and (iv) no Group Company will have any outstanding liability or obligation (whether actual or contingent) to Haoyang Ventures Limited or any other person arising from the Reorganisation.

3. GENERAL AUTHORITY AND CORPORATE MATTERS

3.1 The Vendor has full power, capacity and right to enter into, execute and deliver this Agreement and the agreements contemplated herein and to perform the obligations herein, and this Agreement will, when executed, constitute legal, valid and binding obligations of the Vendor and will be enforceable against the same in accordance with its terms.

3.2 The execution, delivery and performance of this Agreement and the agreements contemplated herein by the Vendor and the Company and, the consummation of the transactions contemplated hereby and thereby do not, and will not directly or indirectly:

(1) contravene any provisions of the memorandum and articles of association or other organizational documents and resolutions of the Company or any other Group Company;

(2) violate or conflict with any law or order applicable to the Vendor, and/or the Company as the case may be or any of its or their businesses or properties as the case may be; and

(3) (with or without the giving of notice or lapse of time, or both) conflict with, result in a breach of any provision of, constitute a default under, result in the modification or cancellation of, or give rise to any right of termination or acceleration of any obligations of the Vendor and/or the Company under the provisions of any agreement, arrangement or understanding to which the Vendor and/or the Company is a party or by which it is bound.

3.3 The statutory books of the Group Companies have been properly written up and contain true, full and accurate records of all matters required to be dealt with therein and so far as the Vendor is aware, each of the Group Companies has not received any notice of any application or intended application for rectification of its register.

3.4 True and complete copies of the memorandum and articles of association or other equivalent constitutional documents of each of the Group Companies which have been produced or made available to the Purchaser are true, complete and up-to-date in all material respects.

3.5 Each of the Group Companies has complied with its respective memorandum and articles of association or other equivalent constitutional documents in all material respects and none of the activities, agreements, commitments, assets or rights of any Group Company is ultra vires or unauthorised.

3.6 All corporate actions, resolutions and approvals required for the ownership of the assets of the Group, including the Land, and the carrying on of the businesses of the Group as presently conducted have been duly taken and remain in full force and effect.

4. ACCOUNTS

4.1 The Accounts comply with all applicable laws and regulations in the relevant jurisdiction in all material respects and have been prepared in accordance with the relevant accounting law of the relevant jurisdiction applied on a consistent basis. They are true and accurate in all material respects and fairly present the financial condition and operating results of the Group Companies as of the dates, and for the periods, indicated therein, subject to normal year-end audit adjustments.

4.2 All the accounts, books, ledgers, financial and other records (including but not limited to statutory and accounting records) of the Group Companies:

(1) are in their possession or access or control;

(2) do not contain any material inaccuracies or discrepancies of any kind;

(3) fairly present its financial condition; and

(4) have been properly kept and maintained in accordance with relevant laws, regulations or accounting principles applicable thereto,

and no notice or allegation that any of them is materially incorrect or should be rectified has been received from any government authorities having jurisdiction.

4.3 There has been no Material Adverse Change of the Group Companies as a whole since the Accounts Date.

4.4 Each of the Group Companies had, as at the date of this Agreement and up to Completion, no unrecorded liabilities, contingent liabilities and undisclosed commitments outside the Accounts and the Management Accounts.

4.5 The Management Accounts:

(a) comply with all applicable laws and regulations in the relevant jurisdiction in all material respects and have been prepared in accordance with the relevant accounting law of the relevant jurisdiction applied on a consistent basis; and

(b) are true and accurate in all material respects and fairly present the financial condition and operating results of the Group Companies as of the dates, and for the periods, indicated therein, subject to normal year-end audit adjustments.

5. THE LAND AND LEASED PROPERTIES

The Land

5.1 The particulars of the Land as set out in this Agreement are true, complete and accurate in all material respects.

5.2 Haoyang Data Center is the sole legal and beneficial owner of the Land and has good, valid and marketable title to the Land.

5.3 The Land is free from all Encumbrances, save as Disclosed, and no person has any right, interest, licence, option, right of pre-emption, right of occupation, adverse claim or other third party right in respect of the Land.

5.4 All title deeds, title certificates, land office records, and other title documents relating to the Land are valid, complete and in the possession or control of the relevant Group Company, and true and complete copies thereof have been provided to the Purchaser.

5.5 The boundaries, area, location and plot details of the Land are correctly described in the title documents and correspond in all material respects with the actual land occupied and used by the relevant Group Company.

5.6 The Land may lawfully be owned, occupied, used and developed for its present use and the purposes currently contemplated by the Group under all applicable laws and regulations of Thailand.

5.7 No notice, order, requisition, warning letter or other communication has been received from any governmental, municipal, zoning, planning, land, industrial estate, environmental or other authority in Thailand affecting the Land or alleging any breach of applicable law in relation to the Land or its use, save as Disclosed.

5.8 Any buildings, structures, fixtures, works and improvements erected on the Land have been lawfully constructed, are lawfully occupied and used, and all relevant construction, building control, planning and operating approvals required under the laws of Thailand have been obtained and remain valid and subsisting.

5.9 All land taxes, land and building taxes, governmental charges, utilities charges and other outgoings relating to the Land due and payable up to Completion have been duly paid.

The Leased Properties

5.10 The particulars of all properties leased, licensed or occupied by any Group Company (the "**Leased Properties**") as Disclosed are true, complete and accurate in all material respects.

5.11 All rent, licence fees, service charges, utilities charges and other outgoings payable in respect of the Leased Properties by any Group Company have been duly paid up to date and no rent or other sum has been paid more than one month in advance, save as Disclosed.

5.12 Each lease, tenancy agreement, licence to occupy and other agreement relating to the Leased Properties is valid, binding and subsisting in all material respects and has not become void or voidable.

5.13 All covenants, obligations, conditions and restrictions imposed upon the relevant Group Company under the leases, tenancy agreements or occupation arrangements relating to the Leased Properties have been duly observed and performed in all material respects and, so far as the Vendor is aware, no landlord or other counterparty is in material breach thereof.

5.14 There is no outstanding or, so far as the Vendor is aware, threatened dispute, claim, forfeiture, termination, re-entry, renewal dispute or other proceeding relating to any Leased Property.

5.15 No notice, complaint, order or requirement has been received from any landlord or governmental authority in relation to any Leased Property alleging any breach of law, breach of lease, unauthorised use or other default, save as Disclosed.

5.16 There is no pending or, so far as the Vendor is aware, threatened compulsory acquisition, resumption, demolition order, road widening, zoning restriction or other governmental action affecting any Leased Property.

5.17 All requisite licences, permits, approvals and authorities necessary for the existing use and occupation of the Leased Properties by the relevant Group Company have been duly obtained and are valid and subsisting.

5.18 True and complete copies of all leases, tenancy agreements, licences to occupy and related documents in respect of the Leased Properties have been provided to the Purchaser.

6. TAXATION

6.1 As far as the Vendor is aware, each of the Group Companies has complied in all material respects with all relevant and applicable legal requirements relating to registration or notification for Taxation purposes.

6.2 The Accounts contain reasonable provision for all Taxation including deferred or provisional taxation liable to be assessed on the Group Companies for the accounting period ended on the last day of the period to which the Accounts relate or for any subsequent period (on the basis of the tax statutes, regulations, circulars and rulings in force at the last day of the period to which the Accounts relate) in respect of any transaction, event or omission occurring or any income or profits or gains earned, accrued or received by the Group Companies on or prior to the last day of the period to which the Accounts relate or for which the Group Companies are accountable up to such date and all contingent liabilities for Taxation have been provided for or disclosed in the Accounts.

6.3 All land taxes, land and building taxes, rates, utilities charges, governmental fees and other outgoings relating to the Land due and payable by any Group Company up to Completion have been duly paid or adequately provided for.

7. LITIGATION

7.1 Each of the Group Companies is not involved whether as plaintiff or defendant or otherwise in any civil, criminal or arbitration proceedings (apart from debt collecting in the ordinary course of business) or in any proceedings before any tribunal and no such proceedings are threatened or, to the best of the knowledge of the Vendor, pending.

7.2 There are no facts or circumstances which are likely to result in any such proceedings being brought by or against any Group Company or against any person for whose acts or defaults of any relevant member of the Group may be vicariously liable.

7.3 There is no unsatisfied judgment, court order or tribunal or arbitral award outstanding against any Group Company and no distress, execution or process has been levied on any part of its businesses or assets.

7.4 Without prejudice to the foregoing, there is no pending or, so far as the Vendor is aware, threatened litigation, arbitration, administrative proceeding, governmental investigation, land dispute, boundary dispute or official action relating to the ownership, occupation, use, development or operation of the Land.

8. INDEBTEDNESS

8.1 To the best of the knowledge, information and belief of the Vendor, no circumstances or events have arisen or occurred such that any person is, or could, with the giving of notice and/or lapse of time and/or fulfilment of any condition and/or making of any determination, become entitled to payment of any indebtedness of any Group Company before its due date for payment, or to take any step to enforce any security for any indebtedness of any Group Company.

8.2 Save for the liabilities of the Group shown in the Accounts and the Management Accounts and liabilities incurred in the ordinary course of business since the date of the Management Accounts, no Group Company has any recorded or unrecorded indebtedness, liabilities, contingent liabilities, deferred liabilities or undisclosed commitments.

8.3 No Group Company has given any guarantee, indemnity, surety, security or other financial accommodation in favour of any person, save as Disclosed.

8.4 No person to whom any indebtedness for borrowed money of any Group Company is payable on demand has demanded or, so far as the Vendor is aware, threatened in writing to demand repayment of the same.

9. TRADING AND BUSINESS

9.1 Neither the Group Companies nor, so far as the Vendor is aware, any of their respective officers, agents or employees, in the course of performance of their duties in relation to the Group Companies, has committed or omitted to do any act or thing the commission or omission of which is, or could be, in contravention of any applicable law, regulation, order or requirement in any relevant jurisdiction which is punishable by fine or other penalty and which would be material to the Group.

9.2 Since the date of the Management Accounts, the businesses of each Group Company has been carried on in the ordinary and normal course consistent with past practice.

9.3 Since the date of the Management Accounts, each Group Company has paid its creditors in respect of debts falling due in the ordinary course of business.

9.4 The acquisition of the Sale Shares by the Purchaser and compliance with the terms of this Agreement will not: (i) cause any Group Company to lose the benefit of any right or privilege it presently enjoys; (ii) relieve any person of any obligation to any Group Company or enable any person to terminate or adversely vary any such obligation; (iii) result in any indebtedness of any Group

Company becoming due or capable of being declared due prior to its stated maturity; or (iv) adversely affect in any material respect the Group's relationships with customers, suppliers, utility providers, contractors, employees or relevant governmental authorities.

10. MATERIAL CONTRACTS

10.1 No Group Company has entered into any contract or commitment of an unusual, long-term or onerous nature other than as Disclosed.

10.2 All material documents to which any Group Company is a party and which are material to the business, assets or operations of the Group are, where applicable, properly stamped and are in the possession or control of the relevant Group Company, and true and complete copies thereof have been provided to the Purchaser.

10.3 Save as Disclosed, no Group Company is in default in any material respect under any material contract to which it is a party and, so far as the Vendor is aware, no counterparty to any such contract is in default in any material respect thereunder.

10.4 There are no circumstances likely to give rise to any such material default, termination, rescission, suspension or material claim under any such material contract.

10.5 No person other than a member of the Group has given any guarantee of or security for any overdraft, loan or other financial facility granted to any Group Company, save as Disclosed.

10.6 There are in force no powers of attorney given by any Group Company other than as Disclosed.

10.7 No person, whether as agent or otherwise, is entitled or authorised to bind any Group Company to any obligation other than in the ordinary course of the Group's businesses.

The Service Contract

10.8 The Service Contract is valid and subsisting and has in no way become void or voidable.

10.9 All covenants, obligations, conditions or restrictions imposed upon the relevant Group Company under the Service Contract have been duly and promptly observed and performed and complied with and there has been no breach by counterparties of such covenants, obligations, conditions or restrictions or other obligations to which any such they are bound.

10.10 The parties to the Service Contract have observed and performed all the terms and conditions therein and so far as the Vendor is aware after making all reasonable enquiries there are no disputes or outstanding or expected claims in

this agreement and there are no circumstances giving rise to such disputes or claims.

10.11 There is no outstanding or, so far as the Vendor is aware, threatened dispute, claim, termination notice or allegation of default under the Service Contract.

11. INTELLECTUAL PROPERTIES

11.1 The business of each Group Company as currently carried on does not infringe, and is not likely to infringe, any intellectual property right of any other person in any material respect.

11.2 All licences to any Group Company in respect of any intellectual property used in its business are valid and subsisting in all material respects.

11.3 No Group Company has, other than in the ordinary course of business, disclosed or permitted to be disclosed to any person any material know-how, trade secret, confidential information, software source code, customer list, supplier list or other proprietary business information.

11.4 So far as the Vendor is aware, there is no pending or threatened claim alleging infringement by any Group Company of any intellectual property right of any third party.

12. INSURANCE POLICIES

12.1 There are in force valid and subsisting policies of insurance in such amounts and against such liabilities, risks and losses as is normal or prudent in respect of the assets owned by, and the businesses carried on by, the Group.

12.2 All premiums due in respect of such insurance policies have been duly paid.

12.3 So far as the Vendor is aware, nothing has been done or omitted to be done whereby any of such insurance policies has become void, voidable or unenforceable in whole or in part.

12.4 No Group Company has received any written notice of cancellation, avoidance, repudiation or non-renewal in respect of any such insurance policy.

13. INSOLVENCY

13.1 No orders have been given and no applications have been made and no resolutions have been passed with regard to the liquidation of any Group Company; no receiver has been appointed over any of its assets; no distraint, enforcement or any other procedures have been constituted with regard to any assets of any Group Company and there are no threatened or pending applications, resolutions, appointments, distraint or enforcement to that effect.

13.2 There are no notices to be served on any Group Company in connection with any contracts or assets or any legal responsibilities or any other breach or non-

observance or purported breach or non-observance.

14. ACCURACY OF INFORMATION PROVIDED

14.1 All information contained in the recitals and Schedules other than relating to the Purchaser is true and accurate and complete in all material respects, save for any changes resulting from any issue of Shares permitted under Clause 6.3(a).

14.2 All documents, copies of contracts, government approval documents and corporate governance documents in relation to the Group Companies given to the Purchaser and their professional advisers by the Vendor, the officers and employees of the Group Companies and the Vendor's professional advisers during the negotiations prior to this Agreement were when given, and are at the date hereof, true and accurate in all material respects and there is no fact, matter or circumstance which has not been disclosed to the Purchaser or its professional advisers which renders any such information untrue or inaccurate in any material respect.

14.3 There is no fact, matter or circumstance relating to the Group, the Land or the businesses of the Group which has not been disclosed to the Purchaser and which, if disclosed, might reasonably be expected materially and adversely to affect the Purchaser's decision to enter into this Agreement on the terms hereof.

14.4 Without prejudice to Clauses 14.1 and 14.2, all title deeds, title certificates and other title or regulatory documents relating to the Land which have been provided to the Purchaser or its professional advisers are true, complete and accurate copies of the originals in all material respects.

15. GENERAL

15.1 The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby will not result in the breach or cancellation or termination of any of the terms or conditions of or constitute a default under any agreement, commitment or other instrument to which the Company is a party or by which the Group Companies or their property or assets may be bound or affected or violate any law or any rule or regulation of any administrative agency or governmental body or any order, writ, injunction or decree of any court, administrative agency or governmental body affecting the Company.

15.2 There are no adverse material or substantial factors or circumstances known to the Vendor relating to the business or affairs of the Group Companies which have not been disclosed to the Purchaser.

16. COMPLIANCE WITH APPLICABLE LAWS

Each of the Group Companies has at all material times carried on and will until Completion carry on its businesses in compliance with all applicable laws and regulations in all material respects and, without prejudice to the generality of the foregoing, each of the Group Companies has obtained and maintained all

licences, permits, consents, approvals and registrations necessary for the ownership of its assets, including the Land, and for the carrying on of its businesses, all of which are valid and subsisting, and the Vendor is not aware of any reason why any of them should be suspended, cancelled, revoked or not renewed. Save as Disclosed, no Group Company is in breach in any material respect of any material contract, permit, approval or title document by which it is bound.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

THE PURCHASER

SIGNED by)
)
for and on behalf of)
ZHI SHENG GROUP HOLDINGS LIMITED)
in the presence of:)



THE VENDOR

SIGNED by **MA GARY MING FAI**)
)
)
in the presence of:)



EXHIBIT A

ACCOUNTS

Intelligence Advantage Limited
Consolidated Statement of Financial Position
As At 30 June 2025

	USD
NON-CURRENT ASSETS	
Construction in Progress	0
	0
CURRENT ASSETS	
Amount due from Shareholder	0
Cash And Bank Balances	3,244,097
Land Deposit	0
Other Receivable	0
Prepayment	0
VAT Input receivable	0
	3,244,097
CURRENT LIABILITIES	
Accrual and Other Payable	0
Amount due to Director	5,269
Amount due to Shareholders	3,315,520
CEWA	0
Construction Deposit	0
Loan Interest Payable	0
Tax Payable	0
Withholding Tax Paybale	462
	3,321,251
NET CURRENT ASSETS/(LIABILITIES)	(77,154)
NET ASSETS/(LIABILITIES)	(77,154)

EQUITY

Share Capital	1
Exchange Reserves/(Exchange Deficit)	(13,203)
Net Profit And (Loss) For The Year	(63,952)
Retained Earning/(Accumulated Loss)	0
Non Controlling Interest	(0)
TOTAL EQUITY	(77,154)

Intelligence Advantage Limited
Consolidated Income Statement
Since Incorporation to 30 June 2025

	USD
Bank Interest Income	268
Other Income	0
	268
Accomodation	0
Accoutning Fee	0
Audit Fee	0
Bank charges	48,154
Consultancy fee	0
Courier and Transportation	0
Entertainment Expenses	0
Exchange Difference	0
Insurance	0
Legal and Professional Fee	16,067
Levy and Stamp Duty	0
Loan Interest	0
Local Travelling	0
Other Office Expense	0
Oversea Travelling Expenses	0
Payroll Tax Expense	0
Printing and Stationery	0
Rental Expenses	0
Repair and Maintenance	0
Staff Salaries	0
Staff Wealfare	0
	64,221
Profit/(Loss) Before Taxation	(63,953)
Taxation	0
Profit/(Loss) After Taxation	(63,953)
Profit/(Loss) attributable to Non Controlling Interest	(1)
Profit/(Loss) attributable to the Shareholders	(63,952)

EXHIBIT B

MANAGEMENT ACCOUNTS

Intelligence Advantage Limited
Consolidated Statement of Financial Position
As At 30 June 2026

	USD
NON-CURRENT ASSETS	
Land and Building	14,879,835
Construction in Progress	11,347,397
	26,227,232
CURRENT ASSETS	
Amount due from Shareholder	0
Cash And Bank Balances	19,367,919
Land Deposit	0
Other Receivable	45,456
Prepayment	3,851
VAT Input receivable	800,139
Withholding Tax receivable	59
	20,217,424
CURRENT LIABILITIES	
Accrual and Other Payable	4,073
Amount due to Director	9,097
Amount due to Shareholders	3,553,376
CEWA	0
Construction Deposit	90,249
Loan Interest Payable	83,804
Loan Payable	18,448,547
Tax Payable	13,262
Withholding Tax Payable	112,804
	22,315,212
NET CURRENT ASSETS/(LIABILITIES)	(2,097,788)
NET ASSETS/(LIABILITIES)	24,129,444

EQUITY

Share Capital	25,800,000
Exchange Reserves/(Exchange Deficit)	(1,092,007)
Net Profit And (Loss) For The Year	(514,597)
Retained Earning/(Accumulated Loss)	(63,952)
Non Controlling Interest	(0)
TOTAL EQUITY	24,129,444

Intelligence Advantage Limited
Consolidated Income Statement
For the period from 1 July 2025 to 30 June 2026

	USD
Bank Interest Income	7,611
Other Income	69,854
	77,465
Accomodation	5,373
Accoutning Fee	560
Audit Fee	1,182
Bank charges	2,553
Consultancy fee	56,008
Courier and Transportation	11,246
Entertainment Expenses	10,365
Exchange Difference	171
Insurance	458
Legal and Professional Fee	113,116
Levy and Stamp Duty	4
Loan Interest	183,496
Local Travelling	734
Other Office Expense	1,953
Oversea Travelling Expenses	39,352
Payroll Tax Expense	0
Printing and Stationery	299
Rental Expenses	12,716
Repair and Maintenance	28,188
Staff Salaries	110,490
Staff Wealfare	91
	578,355
Profit/(Loss) Before Taxation	(500,890)
Taxation	13,707
Profit/(Loss) After Taxation	(514,597)
Profit/(Loss) attributable to Non Controlling Interest	(0)
Profit/(Loss) attributable to the Shareholders	(514,597)