



Shao Limited

as an issuer of bonds as well as

Bestinvestor

as a bondholder

Global Future Enterprise Group

the consolidated parent company for Shao Limited is the guarantor

Bond Purchase Agreement

Dated 05 July 2023

TERMS AND DEFINITIONS

When used in this Agreement, the following terms have the following meanings:

(a) Corporate Bond – a bond issued by a company or corporation to finance its activities. Typically, a corporate bond is a long-term debt instrument with a maturity of more than one year.

(b) Issuer – an organisation that issues (issues) securities for the development and financing of its activities.

(c) Bondholder – an investor who purchases bonds issued by an entity such as a corporation or government agency. Bondholders essentially become creditors of the Issuer, and therefore bondholders enjoy a degree of protection and priority over holders of shares (stakes).

(d) Interest Payments – cash payments to bondholders from the Issuer, i.e. the company or government agency that issued the bonds. Shao makes Interest Payments on a weekly basis to bondholders.

(e) Redemption of the Nominal Value of a Bond – the payment of its Nominal Value to an investor by the issuing company at the time the security is redeemed. In fact, it is a repayment of the principal of the obligation - in addition to the Interest Payments paid, which the investor receives while in possession of the asset.

(f) Bond Certificate – a negotiable security certifying the ownership of a bond.

AGREEMENT

THUS, per the terms and conditions set forth below and for good and valuable remuneration, the receipt and adequacy of which are hereby acknowledged, the Issuer of the Bonds and the Bondholder do hereby agree as follows

1. SALE OF CORPORATE BONDS

(a) Pursuant to the representations, warranties and covenants contained in this Agreement and in accordance with the terms and conditions relating to the purchase of the Bonds, the Bond Issuer agrees to sell the issued Bonds to the purchaser, and the purchaser agrees to purchase the Corporate Bonds from the Bond Issuer. The purchase price of each tranche of Bonds is set out in the Invoice at the stage of the transaction execution and is recorded on the nominal certificate and in this Agreement.

(b) The Bonds will be delivered automatically to the Bondholder's personal Digital Banking account, including the Bond Purchase Agreement, once the purchase has been made by the purchaser via a convenient payment method supported by Digital Banking.

(c) The Bonds will be general obligation Bonds offered by the Bank to the Bondholders, the proceeds of which will be used to increase the volume of loans issued, develop all existing and new revenue streams of the Bank and develop the Global Future Enterprise Group Corporation ecosystem and increase its income.

2. CONDITIONS PRECEDENT

(a) The Issuer of the Bonds must comply with all of the conditions contained herein, which require execution or compliance from the Issuer of the Bonds.

(b) A Bondholder must receive a copy of the signed Bond Purchase Agreement (certified by an authorised officer of the Bond Issuer) as well as the nominal certificate with the purchase amount of the Bond specified therein, such documents being available in Digital Banking immediately after the transaction has taken place.

(c) All representations and warranties of the Issuer of the Bonds contained in this Agreement shall be true and correct in all material respects to the Bondholder.

(d) The Bonds shall not be rated lower by any rating agency than that at which the Bonds were sold, respectively.

(e) A Bondholder is guaranteed to receive weekly Interest Payments and a portion of the redemption amount of the Nominal Value of the Bonds. The Interest Payments are fixed, the amount agreed upon at the stage of the purchase of the securities, and the redemption amount is calculated proportionately over 36 months and is added to the weekly accruals of the Interest Payment on the Bonds. All transactions are carried out in Digital Banking on Shao Bank's official website (www.shaobank.com).

3. REPRESENTATIONS AND WARRANTIES

In order to induce a purchaser to enter into this Agreement and purchase the Corporate Bonds, the Bond Issuer represents and warrants to the Bondholder as of the date of this Agreement that the following representations are true and correct:

(a) The Issuer of the Bonds has been duly accredited, is in good standing as a private bank, operates in accordance with the laws of Hong Kong, and has the rights and powers of a private company within a corporation to conduct banking business as described in the Registration Statement (Registration Number CR 3194158), the Hong Kong Securities and Futures Commission Licence as well as the license to conduct banking activities in Hong Kong.

(b) This Agreement has been duly approved, signed and delivered by the Issuer of the Bonds.

(c) The authorised capital of Shao Bank is HK\$7,764,000,000, and this monetary capital guarantees the security of the borrowed funds for the Bondholder.

(d) The guarantor of the obligations specified in this Agreement is the parent company Global Future Enterprise Group, which includes Shao Limited, Financial Partners Limited, Go Insurance Limited, Global Future Technology and Culture Limited, Global Century Advertising Limited, and all Shao Bank bonds are secured and officially backed by the property and cash turnover of Global Future Enterprise Group Corporation, as well as its subsidiaries.

(e) Insofar as the Issuer of the Bonds is aware, there are no pending or threatened legal or governmental proceedings to which the Issuer of the Bonds is, or could be a party, or in which any of its properties are or could be affected which could result, individually or cumulatively, in a material adverse effect on the enforceability of the Bonds.

(f) The conclusion, delivery and execution of this Agreement and the other Basic Documents by the Issuer of the Bonds, the compliance by the Issuer of the Bonds with all provisions of this Agreement, as well as the execution and performance of the transactions contemplated by this Agreement and, as such, will not require any consent, approval, permission or other order or qualification from any court or governmental authority or agency (except those which have been obtained or may be required to be obtained under the laws of Hong Kong).

(g) The Issuer of the Bonds has been duly organised and legally exists under the laws of Hong Kong and has all requisite corporate powers to carry on its business in its present form.

(h) The Bank will not take or fail to take any action, the act or failure to act of which will in any way result in the proceeds of the sale of the Bonds being used in a manner contrary to that provided for in the Financial Documents.

(i) Neither this Bond Purchase Agreement nor any other document, certificate or written statement provided by or on behalf of Shao Bank, when read in conjunction with the information disclosed or incorporated by reference into the Offer Statement, contains any false representation, material fact or does not specify a material fact necessary so that the statements contained herein or therein, in light of the circumstances under which they were made, are not misleading or incomplete.

(j) The financing documents and this Bond Purchase Agreement, when executed and delivered, will be legal, valid, binding and enforceable obligations of the Bank.

4. LIABILITIES

The Issuer of the Bonds undertakes and agrees that, following full payment of the Corporate Bonds by the purchaser, it shall fulfil all obligations described in this Agreement.

(a) Make every effort to do and comply with all that is required or necessary to be done under this Agreement from the time of the purchase of the Bonds and for a period of 36 months until the full redemption of the Nominal Value of the Bonds and to comply with all conditions precedent to the delivery of the Bonds.

(b) Upon the written request of the Bondholder or the Trustee, provide a copy of any requested document, notice, opinion or other documents, as well as provide free advice on any matter relating to cooperation to the Bondholder or the Trustee.

(c) To the extent permitted by applicable law, not voluntarily claim the benefit of any usury laws against Bondholders. To the extent permitted by applicable law, actively resist any attempt to claim the benefit of any usury laws against Bondholders.

(d) The Bond Certificate and this Agreement signed by an officer of the Bank and delivered to a Bondholder after the purchase of the Bonds shall be deemed to be the representations and warranties of the Bank to the Bondholder in respect of the representations and conditions made therein.

(e) No material Event of Default or Event of Default which, with notice or lapse of time, or both, would constitute a material Event of Default or Default under any material agreement or material instrument to which the Issuer of the Bonds or Global Future Enterprise Group Corporation is a party may affect the default of a Bondholder because it is bound by or subject to any property or assets of the Organisation and the Global Future Enterprise Group Corporation, in the event of default, the insurer will first indemnify the Bondholders until the sum insured is exceeded, in which event the assets of the Bank and the Corporation will be sold, and all Bondholders will receive a refund of the Nominal Value of the Bonds and compensation in the form of Interest Payments. Thus, the Bank agrees to indemnify and hold the Bondholder harmless in the event of default.

(f) The Bank shall pay any expenses in connection with the performance of its obligations under this Agreement to the Bondholder.

5. MISCELLANEOUS

(a) The Bond Issuer agrees to reimburse the Bondholder for the amount of the Nominal Value of the Bonds within 36 months and to pay the weekly Interest Payments agreed upon at the time of the purchase of the securities.

(b) All agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and the purchase of the Bonds hereunder. The terms of this Agreement shall remain in effect until the redemption of the Nominal Value of the Bonds to their holder; upon full redemption, this Agreement shall terminate.

(c) This Agreement shall be governed by, construed and applied in accordance with the domestic laws of Hong Kong without regard to its conflict of law principles.

(d) No stop order, decree or official statement by the Hong Kong Securities and Futures Commission on its behalf may be issued or made after the date of this Agreement to the effect that the payment of Interest Payments, the redemption of Nominal Value of the Bonds as contemplated by this Agreement is or would be in breach unless registered or otherwise qualified under any provision of the Securities Act or the Hong Kong Trust Act.

(e) In the opinion of the Issuer, the market price of the Bonds, the Interest income on the Bonds or the market price of the general obligation under the Bonds shall not be adversely affected because (a) additional material restrictions not in effect at the date hereof shall be imposed on trading in securities generally by any state authority; (b) the Hong Kong Stock Exchange or other national securities exchange or any governmental body shall impose, in relation to the Bonds or similar obligations, any material restrictions not currently in force or substantially strengthening those currently in force, with respect to the extension of credit by insurers or the imposition of net capital requirements on them;

(c) a general banking moratorium shall be imposed by the administration, the authorities of Hong Kong; or (d) war has been declared involving Hong Kong or any other national disaster or any conflict involving the armed forces of Hong Kong to the extent that it has had a material adverse effect on the ability of Shao Bank to sell the Bonds;

(f) The Issuer agrees that all representations, warranties and undertakings made by it herein and in the Certificate or other documents delivered under or in connection herewith shall be deemed to be accepted by Shao Bank notwithstanding any investigation previously or hereafter made on its behalf and that all representations, warranties and agreements made by the Bank in this document and in the Certificate and all rights of the Bank hereunder shall survive delivery of the Bonds.

(g) All communications under this Agreement shall be in writing to the Email address which is set out below in this Agreement and, unless otherwise specified in writing, shall be addressed as follows: to the Bank at 1 Queen's Road Central, Central, Hong Kong, FAO: Chief Bond Examiner - Rong Tang; or to the General Counsel - Ying Leung.

(h) This Agreement shall be construed and applied in accordance with the laws of Hong Kong.

(i) This Bond Purchase Agreement may be executed in any number of counterparts, each of which, when signed and delivered, shall be an original; but such counterparts together shall constitute one and the same Bond Purchase Agreement.

(j) This Agreement shall inure to the benefit of and be binding upon the successors of the Bondholder and the Bank. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Issuer of the Bonds and the Creditor have duly executed this Bond Purchase Agreement by their respective officers or trustees on the date and year specified above.

BONDHOLDER:

Name: Bestinvestor

Card number: 6177 8461 2065 0320

Telephone: +89269635978

Email: investor5700@gmail.com

Bond Issuer:

Shao Limited | Bank in Hong Kong | Registration number CR 3194158

Headquarters: 1 Queen's Road Central, Central, Hong Kong.

Email: support@shaobank.com

+852 3960 6571

Chief Accountant - Mei-Shiu Chiu

趙美秀

Head of the Bank - Chen Li

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BONDS

Series of bonds: BB 7280

Amount bonds: 100

Interest Payments: 0.45% every day.

Frequency of Interest Payments: weekly.

Maturity: 36 months.

