

SHAREHOLDERS' AGREEMENT

This Agreement is entered into on September 1, 2022 (the "Effective Date")

Between

- Ma Heateng
- Tony Zhashang

Individually a "Party" and/or "Co-Founder", and collectively the "Parties" and/or "Founders"

Whereas

- The Parties have resolved to launch Tencent Games Pvt. Ltd, a business venture to be incorporated in Hong Kong SAR, offering software solutions for streamlining and helping corporates manage company registration, company secretarial and corporate documents.
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1. ALLOCATION OF SHARES

1.1 The initial allocation of ordinary shares and primary roles in the Company shall be as follows:

Party / Co-Founder	Initial Allocation of Ordinary Shares	Primary Roles
S1	26.2%	Edit field by the user
S2	26.2%	Edit field by the user
S3	23.8%	Edit field by the user
S4	23.8%	Edit field by the user

1.2 Each Party shall inject the requisite capital to achieve their initial ordinary shareholding. The following is the considerations among the Parties.

Name of shareholders	No. of shares held by each shareholder	Consideration for new shares	Price per share
S1	104,800	HK\$100,000	\$0.954198
S2	104,800	HK\$100,000	\$0.954198
S3	95,200	HK\$100,000	\$1.050420
S4	95,200	HK\$100,000	\$1.050420

The total number of shares is 400,000, and the total initial paid-up amount is HK\$400,000.

1.3 Each Party's ordinary shareholding in the Company is issued on a pari-passu basis, and shall be equally subject to the Company's rights and obligations, dividends and dilution from future share issuances, etc.

2. FOUNDERS' OBLIGATIONS AND VESTING PROVISIONS

2.1 Each Party shall serve as a member of the Board of Directors, and may, upon approval of the Board of Directors, be appointed as employees of the Company.

2.2 No Party shall serve as a director, employee, advisor or business introducer to any firm or business deemed to be in direct competition with the Company.

2.4 In the event that a Party's directorship and/or employment is terminated, voluntarily or involuntarily for any reason, or a Party suffers from permanent incapacitation, or passes away, all unvested shares shall be cancelled and/or returned to the treasury of the Company and/or repurchased at entry cost.

2.5 It is further agreed that if any Party is deemed to bring the Company into disrepute, by virtue of proven fraudulent actions towards the Company and/or criminal conviction, the Company shall have the irrevocable right to terminate the aforementioned Party's participation as a director and/or employee, and acquire the aforementioned Party's entire shareholding in the Company for a nominal sum of HK\$1.00.

3. SALE OF SHARES

3.1 Right of First Refusal: If any Party wishes to sell, transfer or otherwise dispose of any or all of his/her shares, the other Parties shall have a prior right to buy such shares.

3.2 Tag Along: If a Group of shareholders comprising a simple majority of common shares receives an External Offer to sell their shares, the Group shall not be entitled to sell, transfer or otherwise dispose of their shares unless the Offerer purchases on the same terms the shares of any Party who so wishes to sell.

3.3 Drag Along: If a Group of shareholders comprising a super majority of common shares (defined as 70% and above) wishes to accept an External Offer to acquire the entire Company, then all Parties shall be compelled to sell their shares on the same terms.

4. TERMINATION

4.1 This Agreement shall terminate upon any of the following circumstances:

- a. The Company is voluntarily or involuntarily wound up.
- b. The Company is acquired or achieves a public listing.
- c. It is superceded or cancelled by unanimous agreement of the Parties.

5. GOVERNING LAW

5.1 This Agreement shall be governed under the laws of Hong Kong SAR.

Duly entered into without prejudice by:

S1 Passport / ID No.: Date:	S2 Passport / ID No.: Date:
S3 Passport / ID No.: Date:	S4 Passport / ID No.: Date: