

附件 3

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "**Agreement**") is executed as of June 16, 2017, by and among:

- (a) **Green Knight Co., Ltd.** (綠騎士股份有限公司), a company duly incorporated under the laws of the Republic of China ("**ROC**" or "**Taiwan**") and having its registered address at 8F, No. 1234, Sec. 4, Zhongxiao E. Rd., Taipei 11072, Taiwan, R.O.C. (the "**Company**"); and
- (b) **Angelearthbaby Investment, Inc.** (天蒂寶投資公司), a company duly incorporated under the laws of Cayman Islands and having its registered address at PO Box 59487 KY1-1209, Seven Mile Beach, Grand Cayman, KY1-1209 Cayman Islands (the "**Buyer**").

The Buyer and the Company, each a "**Party**" and collectively, the "**Parties**".

RECITALS

WHEREAS, the Company is a company traded at the emerging market in Taiwan, and is engaged in the manufacturing and sales of sports goods and equipment and gear;

WHEREAS, the Buyer is a leading international investment firm focusing its investment in the environmental-friendly and sustainable businesses worldwide;

WHEREAS, the Buyer intends to subscribe and purchase 6,000,000 preferred shares to be issued by the Company and the Company intends to issue and sell such 6,000,000 preferred shares to the Buyer on the terms and conditions hereof; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties agree the following terms and conditions.

1. Definitions.

The following terms shall have the meanings ascribed to them below:

"**Business Day**" means any day (other than a Saturday or Sunday or statutory holidays in Taiwan) on which banks are generally open for business in Taiwan.

"**Closing**" means the consummation of the transfer of the Purchasing Shares.

"**Closing Date**" means the date of Closing.

"**FIA**" shall mean the foreign investment application to be submitted by the Buyer to the Investment Commission of the Ministry of Economic Affairs for the purchase of the Purchasing Shares from the Company as provided herein.

"**Law(s)**" means any constitutional provision, statute or other law, rule, regulation, official policy or interpretation of any governmental authority and any injunction, judgment, order, ruling, assessment or writ issued by any governmental authority.

"**Material Adverse Effect**" means any (a) event, occurrence, fact, condition, change or development that has had or reasonably would be expected to have a material adverse effect on the business, operations, value, financial, operating results, prospects, or other condition, assets or liabilities of the Company, either individually or taken as a whole; (b) material impairment of the ability of the Company to perform their respective obligations hereunder or under any other ancillary agreements, as applicable; or (c) change, event or effect that is or would reasonably be expected to have a material and adverse effect on the legality, validity or enforceability of this Agreement or any ancillary agreements.

"**Transaction**" means the transaction contemplated under this Agreement.

2. Share Purchase and Closing.

2.1 Sale and Purchase of the Purchasing Shares. Subject to the terms and conditions of this Agreement, at the Closing, the Buyer agrees to subscribe and purchase from the Company 6,000,000 preferred shares of par value NT\$10 (the "**Purchasing Shares**") each to be issued by the Company at NT\$30 per preferred share (the "**Purchase Price**") and the Company intends to issue and sell the Purchasing Shares to the Buyer. The total amount of the purchase price for the Purchasing Shares is NT\$180,000,000 (the "**Total Purchase Price**").

2.2 Closing. The purchase and sale of the Purchasing Shares shall take place remotely via the exchange of documents and signatures within two Business Days upon the satisfaction or waiver of all the closing conditions set forth herein, or at such other time and place as the Company and the Buyer mutually agree upon in writing.

2.3 Delivery.

- (a) At the Closing, the Buyer shall deliver to the Company the Total Purchase Price, which shall be paid in the form of wire transfer of immediately available funds to the bank account designated by the Company in writing.
- (b) At the Closing, the Company shall deliver to the Buyer:
 - (i) a share certificate representing the Purchasing Shares that is registered in the Buyer's name; and

- (ii) a copy of the shareholder roster of the Company, reflecting the Purchasing Shares being purchased by the Buyer.

3. The Buyer's Put Option.

3.1 Exercise of Put Option. Notwithstanding anything to the contrary contained herein, under either of the following circumstances, the Buyer has the right, but not the obligation, to require the Company to redeem the whole or part of the Purchasing Shares pursuant to the procedure specified in this Section 3 (the "**Put Option**"):

- (a) the Company is in breach of any of its representations and warranties made under Section 6.6 or Section 6.7 herein; or
- (b) the Company is in breach of any of its covenants or undertakings made under Section 8.2 herein.

The Parties hereby expressly acknowledge that the Buyer's exercise of its Put Option to sell back the Purchasing Shares shall not affect or compromise the Buyer's rights under any other provisions herein or its rights to claim damages.

3.2 Purchase Price of the Put Shares. The Company shall, within ten (10) business days or such other days as promptly as legally possible following its receipt of the Buyer's written notice requiring the Company to redeem the Purchasing Shares (the "**Put Notice**"), purchase such number of the Purchasing Shares identified in the Put Notice (the "**Put Shares**") at the same Original Purchase Price per Put Share (collectively, the "**Redemption Price**") (the "**Put Option Transaction**").

3.3 Put Option Transaction Closing. At the closing of the Put Option Transaction, the Company shall pay the Redemption Price, by wire transfer of the funds in NT\$ to the bank account as designated by the Buyer, and the Buyer shall deliver the share certificates representing the applicable Put Shares:

3.4 Put Option Transaction Closing Condition. The closing of the Put Option Transaction shall be conditioned upon the Buyer's obtaining the approval of the Investment Commission of the Ministry of Economic Affairs for the Buyer's transfer and delivery of the applicable Put Shares to the Company. The Company shall make best efforts to assist the Buyer with such application process as reasonably requested by the Buyer.

4. Conditions to the Buyer's Obligations at the Closing.

The obligation of the Buyer to purchase the Purchasing Shares at the Closing, unless otherwise waived by the Buyer, is subject to the fulfilment, to the satisfaction of the Buyer on or prior to the Closing Date, of the following conditions, except for those with a specified date, on or prior to such specified date:

4.1 Representations and Warranties. With respect to the Closing, the representations and warranties made by the Company in Section 6 shall be true

and correct when made, and shall be true and correct as of the Closing Date with the same force and effect as if they had been made on and as of the Closing Date or any such date specified in the representations and warranties, subject to changes contemplated by this Agreement.

- 4.2 **FIA.** Buyer shall have obtained the FIA approval and all other government approvals, if any, as may be required in connection with the Transaction.
- 4.3 **Due Diligence.** The Buyer shall have completed a due diligence review on the business, legal (including any compliance matters related to anti-corruption and anti-bribery), financial and tax aspects of the Company and the results are satisfactory to the Buyer as of the Closing Date.
- 4.4 **No Material Adverse Effect.** Since the date of this Agreement and until the Closing Date, there shall have been no event, change, development, condition or circumstance constituting or giving rise to a Material Adverse Effect.

5. **Conditions to the Company's Obligations at the Closing.**

The obligation of the Company to issue and sell the Purchasing Shares at the Closing, unless otherwise waived by the Company, is subject to the fulfilment, to the satisfaction of the Company on or prior to the Closing Date, of the following conditions, except for those with a specified date, on or prior to such specified date:

- 5.1 **Representations and Warranties.** With respect to the Closing, the representations and warranties made by the Buyer in Section 7 shall be true and correct when made, and shall be true and correct as of the Closing Date with the same force and effect as if they had been made on and as of the Closing Date or any such date specified in the representations and warranties, subject to changes contemplated by this Agreement.

6. **Representations and Warranties of the Company**

The Company hereby represents and warrants to the Buyer that the following statements are true, correct, complete and not misleading as of the date of this Agreement and will continue to be true, correct, complete and not misleading as of the Closing Date.

- 6.1 **Organization and Qualification.** The Company is a corporation duly organized, validly existing under the laws of Taiwan and has all requisite corporate power and authority to carry on its business as presently conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in applicable jurisdictions.
- 6.2 **Legal Capacity.** The Company is duly organized, validly existing and, if applicable, in good standing under the laws of Taiwan, and has the legal right and full power to conduct its business as such business is currently being conducted, and has full legal capacity and all requisite power and authority to execute and deliver this Agreement, and to carry out the provisions of this

Agreement and is not under any prohibition or restriction, contractual, statutory or otherwise against doing so.

- 6.3 Compliance with Laws.** (i) There are presently no existing circumstances that are likely to result in any violation of or liability under any applicable Laws or other requirements relating to the assets, liabilities, results of operation, condition, financial or otherwise, or prospects of the Company; and (ii) the Company has not received any written or oral notification of any asserted present or past failure by the Company to comply with such laws, rules or regulations, or contracts or agreements.
- 6.4 Litigation.** There is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body or, to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, director or employees of the Company arising out of his or her consulting, employment or board relationship with the Company, that could cause a Material Adverse Effect to the Company, or could otherwise materially impact the validity of this Agreement and the Transaction.
- 6.5 Financial Statements.**
- (a) The Company has delivered to the Buyer its latest audited financial statements (collectively, the "**Financial Statements**"). Such Financial Statements: (i) are in accordance with the books and records of the Company; and (ii) are true, correct and complete and present fairly the financial condition of the Company at the date or dates therein indicated and the results of operations for the period or periods therein specified.
- (b) Except as set forth in the Financial Statements, the Company has no material liabilities or obligations, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business, and (ii) obligations under contracts and commitments incurred in the ordinary course of business.
- 6.6 Environmental Matters.** The Company is, in all material respects, in compliance with all applicable Laws relating to the health, safety and environment (HSE) regulation, protection of the environment or protection of natural resources, including without limitation, the Air Pollution Control Act, the Water Pollution Control Act, Waste Disposal Act, Toxic and Chemical Substances Control Act ("**Environmental Laws**"), which compliance includes obtaining, maintaining and complying with all permits and approvals and monitoring process required under applicable Environmental Laws to operate its business. The Company has not received notice of any pending action or, to the knowledge of the Company, threatened action alleging noncompliance with or potential liability under Environmental Laws. Any and all the manufacturing plants owned or leased by the Company comply with all applicable Laws in respect of safety and quality.

6.7 Corporate Social Responsibility. During the production and manufacturing process, the Company has honored its corporate social responsibility, implemented the environmental, social and governance standards, adopted the eco-friendly production process and used eco-friendly materials, and complied with all the applicable major environmental laws and regulations.

6.8 No Other Representations or Warranties. Except as otherwise expressly set forth in this Section 6 of this Agreement, the Company expressly disclaims any representations or warranties of any kind or nature, statutory, express or implied, including any representation or warranty as to the accuracy or completeness of any information regarding the Company made available to the Buyer or its representatives, including its condition (financial or otherwise) or prospects, business, or operation, and any information, documents or material made available to the Buyer in the data room, management presentations or in any other form in expectation as the transaction contemplated hereby or as to the condition, value or quality of the business of the Company.

7. Representations and Warranties of the Buyer

The Buyer hereby represents and warrants to the Company that the following statements are true, correct, complete and not misleading as of the date of this Agreement and will continue to be true, correct, complete and not misleading as of the Closing Date.

7.1 Organization and Qualification. The Buyer is a company incorporated and validly existing under the laws of the Cayman Islands, and has all requisite corporate power and authority to carry on its business as now conducted and to invest in the Company by purchasing the Purchasing Shares contemplated hereunder.

7.2 Authorization. This Agreement will constitute a valid and legally binding obligation of the Buyer, subject to, as to enforcement of remedies, applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally.

8. Covenants, Undertakings and other Agreements

8.1 General. Subject to the terms of this Agreement, each Party shall use best endeavours to take, or cause to be taken, all actions and do all things necessary, proper or advisable in order to consummate and make effective the transaction contemplated by this Agreement.

8.2 Corporate Social Responsibility. During the production, manufacturing and sales process, the Company shall comply with all applicable laws, and shall strike a proper balance between or among the corporate governance, environmental protection, human rights, community engagement, employees' welfare, shareholders' rights, relationship with the upstream and downstream manufacturers, and relationship with the customers. The Company undertakes to, by taking the interest of all stakeholders into account, year by year promote

the efficacy of the corporate governance, sustainable development and environment protection.

8.3 Survival of Representations and Warranties. The representations and warranties contained in Section 6 hereof shall survive the Closing.

9. Miscellaneous

9.1 Governing Law. This Agreement will be governed by and construed under the laws of Taiwan without giving effect to any choice of law or conflict of law provision or rule thereof.

9.2 Dispute Resolution. Any dispute, controversy, difference or claim arising out of, relating to or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by the Taiwan Taipei District Court as the court of the first instance.

9.3 Amendment. Any term of this Agreement may be amended only with the written consent of the Parties.

9.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BUYER: **Angelearthbaby Investment, Inc. (天蒂寶投資公司)**

By: _____

Name: Angel Amelia Hudson

Title: Chairman

COMPANY: **Green Knight Co., Ltd. (綠騎士股份有限公司)**

By: _____

Name: Purata Green Giant

Title: Chairman