

DATED 20 SEPTEMBER 2023

C CENTRUM HOLDINGS LIMITED

AND

CHAN YUK PAN

AND

IN FAVOUR OF

BEST LINKING GROUP HOLDINGS LIMITED

永聯豐集團控股有限公司

(for itself and as trustee for each of its subsidiaries)

SUPPLEMENTAL DEED OF INDEMNITY

**Robertsons
57th Floor
The Center
99 Queen's Road Central
Hong Kong**

THIS SUPPLEMENTAL DEED OF INDEMNITY (“SUPPLEMENTAL DEED”) is made on 20 September 2023.

PARTIES:

- (1) **C CENTRUM HOLDINGS LIMITED**, a company incorporated in the British Virgin Islands with registered address at 3rd Floor, J & C Building, Road Town, Tortola, British Virgin Islands VG1110 (“**C Centrum**”); and
- (2) **CHAN YUK PAN**, holder of Hong Kong Identity Card Number: P037662(4) of Unit No. 1119, 11th Floor, The Metropolis Tower, NO. 10 Metropolis Drive, Kowloon, Hong Kong (“**Mr. Chan**”)

The above parties are collectively referred to as the “**Indemnifiers**” and each an “**Indemnifier**”.

IN FAVOUR OF:

- (3) **BEST LINKING GROUP HOLDINGS LIMITED 永聯豐集團控股有限公司**, a company incorporated in the Cayman Islands with limited liability whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and whose principal place of business in Hong Kong is situated at Unit No. 1119, 11th Floor, The Metropolis Tower, NO. 10 Metropolis Drive, Kowloon, Hong Kong (the “**Company**”) (for itself and as trustee for each of its present subsidiaries (the “**Subsidiaries**”, together with the Company, the “**Group Members**”, and each or any of them is referred to as the “**Group Member**”).

(The Indemnifiers and the Company are collectively referred to as the “**Parties**” and each the “**Party**”)

And is **SUPPLEMENTAL** to a deed of indemnity dated 21st October 2019 (the “**Deed of Indemnity**”), the particulars of which are set out in Recital (A) below.

WHEREAS:

- (A) On 21st October 2019, the Indemnifiers entered into the Deed of Indemnity in favour of the Company for itself and as trustee for the Companies for the purpose of the listing of the shares (“**Shares**”) of the Company on GEM of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”).
- (B) The conditions referred to in the Deed of Indemnity have been fulfilled on 15 November 2019 on which dealing of the Shares on GEM commenced.
- (C) As at the date of this Supplemental Deed, the Shares are listed on GEM and the Company has made an application to the Stock Exchange for transfer of listing of its Shares from GEM to the Main Board of the Stock Exchange (the “**Transfer of Listing**”) subject to the terms and conditions set out or referred to in the Listing Document.

- (D) Pursuant to the Deed of Indemnity, the Indemnifiers have jointly and severally agreed to give certain indemnities in favour of the Group Members. Such indemnities shall continue to be effective upon the completion of the Transfer of Listing subject to the amendments set out in this Supplemental Deed.

NOW THIS SUPPLEMENTAL DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The provisions contained in this Supplemental Deed are effective on the Effective Transfer Date, failing which this Supplemental Deed shall become null and void and cease to have any effect whatsoever.
- 1.2 In this Supplemental Deed (including the Recitals hereto), save as otherwise defined herein or unless the context requires otherwise, terms and expressions defined or to which a meaning is ascribed in the Deed of Indemnity shall have the same meanings when used in this Supplemental Deed, and Clause 1.1 (Definitions and Interpretation) of the Deed of Indemnity shall apply to this Supplemental Deed *mutatis mutandis* unless a contrary intention is stated, and in particular:
- (a) all references in the Deed of Indemnity to the terms “this Deed” shall mean the Deed of Indemnity as revised and supplemented by this Supplemental Deed;
 - (b) in case of any conflicts or inconsistencies between the terms of the Deed of Indemnity and this Supplemental Deed, the terms of this Supplemental Deed shall prevail.
- 1.3 For the purpose of this Supplemental Deed following words and expressions shall have the following meanings:

“Effective Transfer Date” means the date on which the Transfer of Listing becomes unconditional and dealings in Shares first commence on the Main Board of the Stock Exchange;

“Listing Document” means the listing document (including supplemental listing document (if any)) in relation to the Transfer of Listing to be dated on or about 22 September 2023;

2. MODIFICATIONS

- 2.1 The following definitions in Clause 1.1 of the Deed of Indemnity shall be deleted in the entirety and be replaced as stated:

“Subsidiaries” means the subsidiaries of the Company and has the meaning as defined under the Rules Governing the Listing of Securities on the Stock Exchange;

2.2 Clause 5.1(i) of the Deed of Indemnity shall be deleted in the entirety and be replaced by the following:

- (i) to the extent that full provision or allowance has been made for such Taxation in the audited consolidated accounts of the Group Members as set out in the accountant’s report contained in (i) Appendix I to the Prospectus for the two financial years ended 31 December 2018 and four months ended 30 April 2019; and (ii) Appendix I to the Listing Document for the three financial years ended 31 December 2022 and six months ended 30 June 2023 (collectively, the “**Accounts**”)

3. GENERAL

3.1 Save and except as hereby varied or modified and the corresponding changes arising from the above amendments, all other terms and conditions contained in the Deed of Indemnity shall remain in full force and effect and binding on the parties hereto. The Deed of Indemnity and this Supplemental Deed shall be read and construed as one document.

3.2 This Supplemental Deed may be executed in any number of counterparts and by any party hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

3.3 This Supplemental Deed is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the non-exclusive jurisdiction of the Hong Kong courts in connection herewith.

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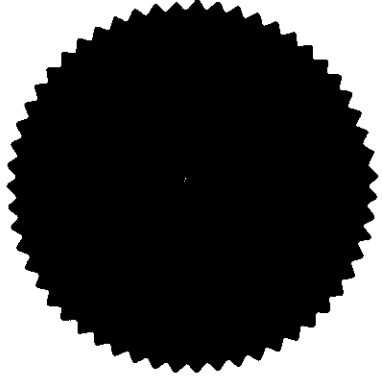
Execution Page(s)

IN WITNESS whereof the parties hereto have caused this Deed to be duly executed on the day and year first above written.

THE INDEMNIFIERS

SEALED with the **COMMON SEAL** of)
C CENTRUM HOLDINGS LIMITED)
and **SIGNED** by Chan Yuk Pan)

陳煜軒

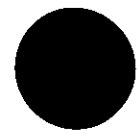


in the presence of:)

Chan Ho Chee Gilbert
CHAN HO CHEE GILBERT

SIGNED, SEALED and **DELIVERED** by)
CHAN YUK PAN)

陳煜軒



in the presence of:-)

Chan Ho Chee Gilbert
CHAN HO CHEE GILBERT

THE COMPANY

SEALED with the **COMMON SEAL** of
Best Linking Group Holdings Limited
(永聯豐集團控股有限公司)
and **SIGNED** by Chan Yuk Pan

in the presence of



Chan Ho Utro G210007

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