

DATE: 10 JANUARY 2023

WAI CHUN BIO-TECHNOLOGY LIMITED
(as the Company)

AND

CHINESE SUCCESS LIMITED
(as the Subscriber)

SUPPLEMENTAL SUBSCRIPTION AGREEMENT
relating to the subscription and issue of three-year zero coupon
convertible bonds in the principal amount of HK\$14,000,000
convertible into ordinary shares in
WAI CHUN BIO-TECHNOLOGY LIMITED

CONTENTS

<u>CLAUSE</u>	<u>PAGE</u>
1. DEFINITIONS	1
2. AMENDMENTS TO THE AGREEMENT	1
3. GENERAL	1
4. COUNTERPARTS	2
5. GOVERNING LAW AND JURISDICTION	2
EXECUTION	

THIS SUPPLEMENTAL SUBSCRIPTION AGREEMENT is dated 10 January 2023

BETWEEN:

1. **WAI CHUN BIO-TECGNOLOGY LIMITED**, a company incorporated in the Cayman Islands with limited liability and having its registered office at P.O Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman KY1-1205 Cayman Islands and its principal place of business address at 13/F., Admiralty Centre 2, 18 Harcourt Road, Admiralty, Hong Kong (the “**Company**”); and
2. **CHINESE SUCCESS LIMITED**, a company incorporated in the British Virgin Islands having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Subscriber**”)

(together, the “**Parties**”, and “**Party**” means either one of them as the context requires).

WHEREAS:

- (A) On 22 December 2022, the Parties have entered into a subscription agreement in relating to the subscription and issue of zero coupon convertible bonds in the principal amount of HK\$14,000,000 convertible into ordinary shares in the Company (the “**Subscription Agreement**”).
- (B) On 10 January 2023, the Parties have entered into a supplemental subscription agreement (this “**Supplemental Subscription Agreement**”) to vary certain terms of the Subscription Agreement on the date hereof.

NOW IT IS HEREBY AGREED:

1. **DEFINITIONS**

- 1.1 In this Supplemental Subscription Agreement and unless the context otherwise requires, definitions and interpretations used in the Subscription Agreement shall have the same meaning herein.
- 1.2 Reference to a Clause shall be a clause of the Subscription Agreement.

2. **AMENDMENTS TO THE SUBSCRIPTION AGREEMENT**

The Parties agree that Condition 5(A) (ii) set out in the Instrument be deleted in its entirety and replaced by “**Conversion Price**: The conversion price (the “**Conversion Price**”) per Share shall be HK\$0.025 per Conversion Share or HK\$0.25 per Conversion Share conditional upon the share consolidation of the Company becoming effective, subject to adjustments as hereafter described”.

3. **GENERAL**

3.1 Subject only to the variations herein contained and such other alterations (if any) as may be necessary to make the Subscription Agreement consistent with this Supplemental Subscription Agreement, the Subscription Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Supplemental Subscription Agreement were inserted therein by way of addition or substitution, as the case may be.

3.2 Each of the parties acknowledges that it enters into this Supplemental Subscription Agreement in consideration of the new rights and benefits to be provided to it by any other parties hereto.

4. COUNTERPARTS

This Supplemental Subscription Agreement may be executed by the parties hereto in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an original but all of which shall constitute one and the same instrument and be binding on all parties.

5. GOVERNING LAW AND JURISDICTION

5.1 This Supplemental Subscription Agreement is governed by and shall be construed in accordance with Hong Kong law and each party hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong as regards any claim or matter arising under this Supplemental Subscription Agreement.

5.2 Unless expressly provided to the contrary in this Supplemental Subscription Agreement, a person who is not a party to this Supplemental Subscription 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 Supplemental Subscription Agreement, and whether so provided in this Supplemental Subscription Agreement or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Supplemental Subscription Agreement.

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

THE COMPANY

SIGNED by)
for and on behalf of)
WAI CHUN BIO-TECHNOLOGY LIMITED)
in the presence of:)

For and on behalf of
Wai Chun Bio-Technology Limited
玮俊生物技术有限公司
.....
Authorized Signature(s)

THE SUBSCRIBER

SIGNED by)
for and on behalf of)
CHINESE SUCCESS LIMITED)
in the presence of:)

For and on behalf of
CHINESE SUCCESS LIMITED
.....
Authorized Signature(s)