

DATE: 13 FEBRUARY 2023

WAI CHUN BIO-TECHNOLOGY LIMITED
(as the Company)

AND

CHINESE SUCCESS LIMITED
(as the Subscriber)

SECOND 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

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2. AMENDMENTS TO THE SUBSCRIPTION AGREEMENT

The Parties agree that the Long Stop Date as set out in Clause 1.1 of the Subscription Agreement be deleted in its entirety and replaced by:

“**Long Stop Date**” 31 March 2023 or such other date as may be agreed by the Company and the Subscriber;

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 2, 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 2 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 2 in consideration of the new rights and benefits to be provided to it by any other parties hereto.

4. COUNTERPARTS

This Supplemental Subscription Agreement 2 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 2 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 2, a person who is not a party to this Supplemental Subscription Agreement 2 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 2, and whether so provided in this Supplemental Subscription Agreement 2 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 2.

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
玮俊生物科技有限公司
.....
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)