

Termination Agreement

THIS AGREEMENT is dated the 4th day of January 2024 and is made

BETWEEN:

- (1) **Wisdom Education International Holdings Company Limited**, a company incorporated in the Cayman Islands with limited liability with registered number 243291, whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111 Cayman Islands (the "**Vendor**"); and
- (2) **MARVEL BONUS HOLDINGS LIMITED**, a company incorporated in British Virgin Island, with limited liability with registered number 1043086, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town Tortola, VG1110, British Virgin Island (the "**Purchaser**").

WHEREAS:

- (A) By a Sale and Purchase Agreement dated 29 November 2023 entered into between the Vendor and the Purchaser (the "**Sale and Purchase Agreement**"), the Purchaser has agreed to purchase, and the Vendor has agreed to sell 117,000 Class A Participating Share (the "**Sale Shares**") of the Target Company (as defined in the Sale and Purchase Agreement) subject to the terms and conditions of the Sale and Purchase Agreement.
- (B) The parties have agreed to terminate the Sale and Purchase Agreement pursuant to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

- 1.01 In this Agreement (including the Recitals hereto), terms and expressions defined or to which a meaning is ascribed in the Sale and Purchase Agreement shall have the same meanings when used in this Agreement.

2. Termination of the Sale and Purchase Agreement

- 2.01 Each of the parties to this Agreement hereby irrevocably and unconditionally agrees that, on and with effect from the date hereof, the Sale and Purchase Agreement shall terminate and cease to have effect.
- 2.02 Each of the parties to this Agreement hereby releases and discharges the other parties from all its obligations duties and liabilities (whether accrued before the date hereof or otherwise) whatsoever under the Sale and Purchase Agreement and from all actions, proceedings, claims, demands, damages, costs and expenses arising from such obligations duties and liabilities.

3. Miscellaneous

- 3.01 Each of the parties to this Agreement shall pay its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement.
- 3.02 This Agreement may be executed in any number of counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party hereto has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

4. Governing law and jurisdiction

4.01 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong courts.

IN WITNESS whereof this Agreement has been signed by the parties hereto on the day and year first above written.

The Vendor

SIGNED by

for and on behalf of
**Wisdom Education International
Holdings Company Limited**

in the presence of:

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CHAN CHIT MING


The Purchaser


SIGNED by Tse Sze Ming

for and on behalf of
MARVEL BONUS HOLDINGS LIMITED

in the presence of:

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Leung Tsz Kin

IN WITNESS whereof this Agreement has been signed by the parties hereto on the day and year first above written.

The Vendor

SIGNED by)

for and on behalf of)
Wisdom Education International)
Holdings Company Limited)

in the presence of:)

A handwritten signature in black ink, appearing to be 'S. H. H.', is written over the closing parenthesis of the signature line.