

SUPPLEMENTAL SUBSCRIPTION AGREEMENT

THIS AGREEMENT is dated 31 May 2024 and made

BETWEEN:

- (1) **Sinolink Worldwide Holdings Limited**, a company incorporated under the laws of Bermuda whose registered office is located at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (the “**Issuer**” or the “**Company**”); and
- (2) **Ou Yaping**, holder of Hong Kong identity card number K586029(6) whose address is at 28/F., Infinitus Plaza, 199 Des Voeux Road Central, Hong Kong (the “**Subscriber**”).

RECITALS:

- (A) On 30 April 2024, the parties hereto have entered into a subscription agreement (the “**Principal Agreement**”) pursuant to which the Company has agreed to issue and the Subscriber has agreed to subscribe for or procure the subscription of the Convertible Bonds, on the terms and subject to the conditions sets out in the Principal Agreement.
- (B) The parties hereto agree to amend and supplement certain terms of the Principal Agreement subject to the terms and conditions set out herein.

NOW THIS SUPPLEMENTAL AGREEMENT WITNESSED AND THE PARTIES HEREBY DECLARE AND AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Supplemental Agreement, except where otherwise provided herein and except where the context otherwise requires, expressions defined in the Principal Agreement shall have the same meanings when used herein.
- 1.2 Clauses 1.2, 1.3, 8, 9, 10 and 11 of the Principal Agreement shall apply mutatis mutandis to this Supplemental Agreement.

2. AMENDMENTS AND SUPPLEMENTS

- 2.1 The Parties agree to amend the clauses of the Principal Agreement to the effect that, from and including the date of this Supplemental Agreement, the clauses set forth in Clause 2 herein shall be construed as forming part of the Principal Agreement in lieu of the respective clauses or in addition to the clauses originally set out therein.
- 2.2 The following terms shall be added immediately after the defined term “Business Day” in clause 1.1 of the Principal Agreement:-

“**Capital Diminution**” means, subject to and immediately upon the Capital Reduction taking effect, the proposed cancellation of all authorised but unissued share capital of the Company (which shall include, without limitation, the authorised but unissued share capital arising from the Capital Reduction) in its entirety resulting in the diminution of the authorised share capital of the Company by such amount representing the amount of Shares cancelled;

“**Capital Increase**” means, immediately upon the Capital Diminution, the increase in the authorised share capital of the Company to HK\$1,500,000,000 by the creation of such number of

additional New Shares as shall be sufficient to increase the authorised share capital of the Company to HK\$1,500,000,000 divided into 150,000,000,000 New Shares of par value of HK\$0.01 each;

“Capital Reduction” means a reduction of par value of all issued Existing Shares from HK\$0.1 each to HK\$0.01 each by cancelling the paid-up capital of the Company to the extent of HK\$0.09 on each issued Existing Share;

“Capital Reorganisation” collectively, the Capital Reduction, the Capital Diminution and the Capital Increase;

2.3 The following term shall be added immediately after the defined term “Encumbrance” in clause 1.1 of the Principal Agreement:-

“Existing Share(s)” ordinary share(s) of par value of HK\$0.10 each in the share capital of the Company prior to the Capital Reorganisation becoming effective;

2.4 The following term shall be added immediately after the defined term “Losses” in clause 1.1 of the Principal Agreement:-

“New Share(s)” ordinary share(s) with par value of HK\$0.01 each in the share capital of the Company immediately after the Capital Reorganisation becoming effective;

2.5 The defined term of “Shares” and its definition as set forth in clause 1.1 of the Principal Agreement shall be deleted in its entirety and be replaced by the following paragraph:-

“Share(s)” the Existing Share(s) or the New Share(s) (as the case may be);

2.6 The period “.” at the end of Clause 4.1(e) of the Principal Agreement shall be deleted and replaced by “; and”.

2.7 The following paragraph shall be added immediately after Clause 4.1(e) of the Principal Agreement as Clause 4.1(f):-

(f) the Capital Reorganisation having become effective.

2.8 Clause 4.2 of the Principal Agreement shall be deleted in its entirety and replaced by the following paragraph:-

“4.2 The Subscriber may, at his absolute discretion, waive the Subscription Condition set out in Clause 4.1(b), and no other Subscription Condition may be waived by the Subscriber. The Company may, at its absolute discretion, waive the Subscription Condition set out in Clause 4.1(e), and no other Subscription Condition may be waived by the Company.”

2.9 The defined term of “Shares” and its definition as set forth in the form of “Terms and Conditions of the Convertible Bond” in Schedule 2 of the Principal Agreement shall be deleted in its entirety and be replaced by the following paragraph:-

“Shares” the ordinary shares of HK\$0.01 each in the share capital

of the Issuer existing on the issue date of the Convertible Bond and all other (if any) stock or shares from time to time and for the time being ranking pari passu therewith and all other (if any) shares or stock resulting from any sub-division, consolidation or re-classification thereof.

- 2.10 Clause 1.2 of Part A of Schedule 3 of the Principal Agreement shall be deleted in its entirety and replaced by the following paragraph:

“1.2 All information set out in **Schedules 1** is true, complete and accurate in all material respects and there is no matter which renders any such information untrue, inaccurate, incomplete or misleading in any material respects (save (i) that the director(s) of the Company have been changed at the annual general meeting of the Company held on 30 May 2024; and (ii) the maximum number of authorised shares of the Company and the par value of the shares of the Company may be changed upon the Capital Reorganisation having become effective).”

3. CONFIRMATION OF THE PRINCIPAL AGREEMENT

This Supplemental Agreement is supplemental to the Principal Agreement. Save as amended or supplemented as aforesaid, the Parties confirm that all the provisions of the Principal Agreement shall continue to remain in full force and effect and be operative and binding on the Parties and that the Principal Agreement and this Supplemental Agreement shall hereafter be read and construed as one agreement. Accordingly, the Principal Agreement shall, where the context so requires, be read and construed throughout so as to incorporate the amendments and supplement hereinbefore made and any provision in the Principal Agreement which is inconsistent with the changes contemplated by or provided in this Supplemental Agreement shall cease to apply or, as the case may be, be modified accordingly.

4. COUNTERPARTS

This Supplemental Agreement may be executed in several counterparts (whether original or facsimile counterparts) and, upon due execution of all such counterparts by one or more Parties, each counterpart shall be deemed to be an original hereof, and all such counterparts shall together constitute one and the same agreement.

5. GOVERNING LAW

This Supplemental Agreement is governed by and shall be construed in accordance with Hong Kong law.

AS WITNESS whereof this Agreement has been duly executed on the date first above written.

SIGNED by TANG Yui Man Francis)

as authorised representative for)
SINOLINK WORLDWIDE)
HOLDINGS LIMITED)



in the presence of: Mon Cheung)



SIGNED by **OU YAPING**)

in the presence of: Mon Cheung)

