

SUPPLEMENTAL FACILITY AGREEMENT

THIS SUPPLEMENTAL FACILITY AGREEMENT is made the 30th day of May 2024.

PARTIES

- (1) **POINTSEA COMPANY LIMITED**, a company incorporated in the Cayman Islands whose principal place of business in Hong Kong is at Room 1908-16, 19/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong (“**Borrower**”);
- (2) **CHANGYOU ALLIANCE GROUP LIMITED** (formerly known as FORTUNET E-COMMERCE GROUP LIMITED), a company incorporated in the Cayman Islands whose principal place of business in Hong Kong is at Room 1908-16, 19/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong (“**Lender**”).

BACKGROUND

- A. On 20 April 2021, the Borrower and the Lender entered into a facility agreement (the “**2021 Facility Agreement**”), pursuant to which the Lender agreed to grant to the Borrower an unsecured revolving loan facility of a total principal amount up to HK\$100 million at an interest rate of 6.5 per cent per annum during the three-year period from and including the date on which the Lender was satisfied that all the conditions described in clause 5 of the 2021 Facility Agreement had been fulfilled or specifically waived in writing by the Lender (the “**2021 Conditions Fulfilment Date**”).
- B. The definitions and rules of interpretation in clause 1 of the 2021 Facility Agreement shall apply in this Supplemental Facility Agreement unless stated otherwise.
- C. The Borrower and the Lender wish to enter into this Supplemental Facility Agreement to record their agreement to vary the terms of the 2021 Facility Agreement including the Facility Period, the Repayment Date and the Rate of Interest (as defined hereinafter) as set forth below.

IT IS AGREED as follows:

1. Subject to the fulfilment of clause 3 of this Supplemental Facility Agreement, the Facility Period shall be varied to four (4) years from and including the 2021 Conditions Fulfilment Date, and that the Repayment Date shall be varied to 30 May 2025.
2. Subject to the fulfilment of clause 3 of this Supplemental Facility Agreement, clause 6.1 of the 2021 Facility Agreement shall be deleted in its entirety and shall be substituted by the following:

The Borrower shall pay interest on the outstanding principal amount of each Loan at the following interest rate ("**Rate of Interest**"):

- (a) from and including the Drawdown Date to, but excluding, 31 May 2024, 6.5% per annum; and
- (b) from and including 31 May 2024, 8.0% per annum.

Interest on a Loan shall accrue daily, calculated on the basis of the actual number of days elapsed from (and including) the Drawdown Date on the basis of a 365-day year.

3. The obligations of the parties to this Supplemental Facility Agreement are conditional upon the Lender having complied with all applicable requirements of the Listing Rules and other regulatory provisions in connection with this Supplemental Facility Agreement and the transactions contemplated hereunder including the shareholders of the Lender having at an extraordinary general meeting (and with regard to all requirements under all applicable laws, rules and regulations, including The Codes on Takeovers and Mergers in Hong Kong and the Listing Rules, where applicable) approved the variations of the Facility Period, the Repayment Date and the Rate of Interest as set out in this Supplemental Facility Agreement.
4. If the conditions set out in clause 3 above have not been fulfilled on or before 31 October 2024 or such later date as may be agreed between the Borrower and the Lender in writing, then this Supplemental Facility Agreement shall automatically terminate. In such event, neither party shall have any claim under this Supplemental Facility Agreement of any nature whatsoever against the other party except in respect of any rights and liabilities which have accrued before termination or under any of the surviving provisions.
5. Subject only to the variations herein contained and such other alterations (if any) as may be necessary to render the 2021 Facility Agreement consistent with this Supplemental Facility Agreement, the 2021 Facility Agreement remains in full force and effect and shall hereafter be

read and construed in conjunction and as one document with this Supplemental Facility Agreement and references in the 2021 Facility Agreement to “this Agreement” shall be construed accordingly. In the event of a conflict between the provisions of the 2021 Facility Agreement and the provisions of this Supplemental Facility Agreement, the provisions of this Supplemental Facility Agreement shall prevail and the provisions of the 2021 Facility Agreement shall be deemed to be modified so far as it is necessary to give effect to the provisions of this Supplemental Facility Agreement.

6. Prior to and pending the extraordinary general meeting of the shareholders of the Lender being held to consider and approve, among other things, this Supplemental Facility Agreement and the transactions contemplated hereunder, the Lender shall not require the Borrower to repay the Loan in full on 30 May 2024, being the original Repayment Date under the 2021 Facility Agreement, and the Borrower shall not be regarded as in breach of any terms of the 2021 Facility Agreement as a result thereof. For the avoidance of doubt, interest of a Loan under the 2021 Facility Agreement shall continue to accrue until the repayment of the Loan in full.
7. Nothing herein shall prejudice any of the rights of the Lender under the 2021 Facility Agreement (as amended, supplemented, varied, novated, substituted or otherwise modified).
8. This Supplemental Facility Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the law of Hong Kong.
9. The parties to this Supplemental Facility Agreement irrevocably agree that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Supplemental Facility Agreement or its subject matter or formation (including non-contractual disputes or claims).
10. The Borrower irrevocably appoints Stephanie Tsang of Room 1908-16, 19/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong as its authorised agent for the service of any legal process in Hong Kong. If for any reason such agent shall cease to be such agent for service of process, the Borrower shall forthwith appoint a new agent for services of process in Hong Kong, and deliver to the Lender a copy of the new agent's acceptance of that appointment within two (2) Business Days of such appointment.

EXECUTED AND DELIVERED AS A)
DEED by)
CHANGYOU ALLIANCE GROUP)
LIMITED)

L.S.

a company incorporated in the Cayman)
Islands,)
by YUAN WEITAO)

being a person who, in accordance with the)
laws of that territory, is acting under the)
authority of the company)

in the presence of:)



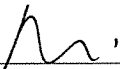
) Signature of authorised person

Director

Office held

Yuan Weitao

Name of authorised person

Signature of witness: 

Name of witness: Stephanie Tsang

Address: Room 1908 19/F Sun Hung Kai Ctr 30 Harbour Road Wanchai HK

Occupation: Finance Manager