

DATED THIS 17th DAY FEBRUARY 2025

BETWEEN

EVER GRAND HEALTHCARE COMPANY LIMITED

AND

TOP EMPIRE INTERNATIONAL LIMITED

SUPPLEMENTAL FRAMEWORK PURCHASE AGREEMENT

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THIS SUPPLEMENTAL AGREEMENT IS MADE ON 17 February 2025

BETWEEN:

- (1) **EVER GRAND HEALTHCARE COMPANY LIMITED (Company No.: 2844012)**, a company incorporated in Hong Kong with limited liability and having its registered office at Room 2203, 22/F., Kwan Chart Tower., No 6 Tonnochy Road, Wanchai, Hong Kong (the "**Company**"); and
- (2) **TOP EMPIRE INTERNATIONAL LIMITED (Company No.: 602311)**, a company incorporated in Hong Kong with limited liability and having its registered office at Room 1203-04, Kodak House II, 321 Java Road, Quarry Bay, Hong Kong ("**TEI**").

(The Company and TEI shall be collectively referred to as the "**Parties**" and individually the "**Party**".)

WHEREAS:

- (A) The Company is a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of China Ever Grand Financial Leasing Group Co., Ltd (the "**Listco**"), which is a company incorporated in the Cayman Islands with limited liability and the issue shares of which are listed on the main board of The Stock Exchange of Hong Kong Limited (Stock Code: 379). The Company is principally engaged in the trading of medical, health, hygiene products and daily necessities business.
- (B) TEI is a company incorporated in Hong Kong with limited liability and is principally engaged in distributorship business in medical and healthcare products in Hong Kong and the PRC. As at the date of this supplemental agreement ("**this Supplemental Agreement**"), (i) Mr. Ng Tin Shui ("**Mr. Ng**") and Ms. Chi Chin ("**Ms. Chi**") are each interested in 50% shares of TEI respectively; (ii) Mr. Ng and Ms. Chi are spouses of each other; and (iii) Mr. Ng is an executive director of the Listco. Accordingly, and pursuant to the Listing Rules, TEI is a connected person of Listco and hence the transactions contemplated [and to be ratified] under this Supplemental Agreement constitute continuing connected transactions.
- (C) On 15 November 2022, the Company as the purchaser and TEI as the supplier, has entered into an agreement in relation to the sale and purchase of medical and healthcare products (the "**2022 Framework Purchase Agreement**"), which has expired on 31 December 2023.
- (D) The Parties intend to enter into this Supplemental Agreement to renew the 2022 Framework Purchase Agreement for a term commencing from 1 January 2024 to 31 December 2024 (both days inclusive) at a reduced annual cap and other terms and conditions therein shall remain unchanged.

NOW IT IS HEREBY AGREED as follows: -

1. INTERPRETATION

In this Supplemental Agreement, and unless the context otherwise requires or permits, definitions and interpretations used in 2022 Framework Purchase Agreement shall have the same meaning herein.

2. **EXTENSION OF 2022 FRAMEWORK AGREEMENT**

Subject to and upon the terms and conditions of this Supplemental Agreement, the Parties agree to extend the Term in Clause 6.1 of the 2022 Framework Purchase Agreement to 31 December 2024.

3. **ANNUAL CAP**

The Parties agree that the Annual Cap shall be HK\$55,000,000 for the financial year ending 31 December 2024.

4. **CONDITION PRECEDENT**

4.1 The transactions (the “**Transactions**”) contemplated under this Supplemental Agreement constitute a continuing connected transaction of the Listco pursuant to the Listing Rules and the Transactions shall only be implemented upon obtaining independent shareholders' approval in accordance with the Listing Rules. For the avoidance of doubt, the independent shareholders' approval of the entering into of this Supplemental Agreement and the Annual Cap in relation thereto and/or the compliance with any other provisions related to the continuing connected transactions under the Listing Rules shall be a condition precedent to this Supplemental Agreement and such Transactions.

4.2 Each party to this Supplemental Agreement shall use its reasonable endeavours to procure the satisfaction of the conditions as set out in Clause 4.1 and in particular, shall procure that all information and documents required pursuant to the Listing Rules and other applicable rules, codes and regulations whether in connection with the preparation of all circulars, reports, documents, independent advice or otherwise are duly given to Listco, the Stock Exchange, the Securities and Futures Commission and/ or other relevant regulatory authorities.

5. **ASSIGNMENT**

Neither Party to this Supplemental Agreement shall assign, transfer, charge or otherwise deal with all or any of its rights under this Supplemental Agreement nor grant, declare, create or dispose of any right or interest in it without the prior written consent of the other Party.

6. **VARIATION**

No variation, amendment, supplement, deletion or replacement of or from this Supplemental Agreement (or of any of the documents referred to in this Supplemental Agreement) shall be valid unless it is in writing and signed by or on behalf of both Parties.

7. **SEVERABILITY**

7.1 Each of the provisions of this Supplemental Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable, in whole or in part, in any respect under the law of any jurisdiction relevant and applicable to the Parties it shall have no effect in that respect and the Parties shall use all reasonable efforts to replace it by a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

7.2 If at any time any provision of this Supplemental Agreement is or becomes illegal, invalid or unenforceable, in whole or in part, in any respect under the law of any jurisdiction relevant and applicable to the Parties, that shall not affect or impair:-

- (a) the legality, validity or enforceability in that jurisdiction of the remainder of and/or any other provision of this Supplemental Agreement; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of the remainder and/or any other provision of this Supplemental Agreement.

8. WAIVER

No failure of a party to exercise, and no delay or forbearance in exercising, any rights or remedy in respect of any provision of this Supplemental Agreement shall operate as a waiver of such right and remedy.

9. COUNTERPARTS

This Supplemental Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Supplemental Agreement by e-mail attachment or telecopy shall be an effective mode of delivery and shall be as valid and effectual as if executed as an original.

10. COST AND EXPENSES

Each Party shall bear its own costs and expenses in respect of the preparation, execution and performance of this Supplemental Agreement and undertaking all action contemplated by or resulting from this Supplemental Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1 This Supplemental Agreement shall be governed by, and construed in accordance with the laws of Hong Kong.

11.2 The Parties irrevocably agree that the courts of Hong Kong shall have nonexclusive jurisdiction to settle any proceedings, suits, disputes or actions which may arise out of or in connection with this Supplemental Agreement.

12. THIRD PARTY RIGHTS

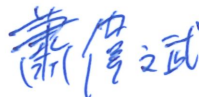
This Supplemental Agreement shall enure to the benefit of the parties hereto and their respective successors, assignees and transferees. None of the provisions of this Supplemental Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the laws of Hong Kong) on a person who is not named as a party to this Supplemental Agreement.

[LEFT BLANK INTENTIONALLY]

IN WITNESS whereof this Supplemental Agreement has been entered into the day and year first above written.

SIGNED by)
For and on behalf of)
EVER GRAND HEALTHCARE COMPANY)
LIMITED)

In the presence of:-)



Authorised Signatory

Name: Sze Waai Pun

Title: Director



Witness

Name: CHAN MAN SZE

SIGNED by)
For and on behalf of)
TOP EMPIRE INTERNATIONAL LIMITED)
)
)
)

In the presence of:-)



Authorised Signatory

Name: Ng Tin Shui

Title: Director



Witness

Name: Wong Yip Kai