

Dated 30 July 2025

**XJ INTERNATIONAL HOLDINGS CO., LTD.**

**and**

**HOPE EDUCATION INVESTMENT LIMITED**

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**DEED OF TERMINATION  
OF  
UNDERWRITING AGREEMENT DATED 30 JULY 2025**

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THIS DEED OF TERMINATION is made on 30 July 2025

**BETWEEN:-**

- (1) **XJ INTERNATIONAL HOLDINGS CO., LTD.**, a company incorporated in the Cayman Islands with limited liability and whose registered office is situated at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, and its principal place of business in Hong Kong at 40th Floor, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong (Stock Code: 1765) **(the "Company")**; and
- (2) **HOPE EDUCATION INVESTMENT LIMITED**, a company incorporated in British Virgin Islands with limited liability, whose registered office is situated at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, and its principal place of business in Hong Kong at 40th Floor, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong (the **"Underwriter"**).

**WHEREAS:**

The Company and the Underwriter entered into an underwriting agreement dated 10 July 2025 (the **"Agreement"**) pursuant to which the Underwriter has conditionally agreed to fully underwrite all the Rights Shares other than those agreed to be taken up by Mr. Wang, Hope Education Investment Limited, and Maysunshine Holdings Limited pursuant to the Irrevocable Undertakings.

Capitalised terms used herein and not defined shall have the same meaning as in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Effective as of the date of this Deed, the Agreement shall irrevocably and unconditionally be terminated in all respects by the mutual consent of the parties hereto and is of no further force and effect.
2. Each of the parties hereby, with immediate effect from the date hereof, fully and effectively irrevocably and unconditionally releases and discharges each of the other party from any and all duties, obligations, claims and liabilities past, present and/or future arising out of or in respect of the Agreement.
3. This Deed may be executed in any number of counterparts by the parties hereto on separate counterparts, each of which when executed shall constitute an original and all of which when taken together shall constitute one and the same document.
4. This Deed shall not be altered or amended unless it is in writing and signed by the parties hereto.
5. This Deed shall be governed by the laws of the Hong Kong Special Administrative Region of The People's Republic of China.

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed by their authorized representatives of the date first written above.

**SIGNATURE PAGE**

**EXECUTED AS A DEED and** )  
**SIGNED, SEALED and DELIVERED BY** )  
**a director of** )  
**XJ INTERNATIONAL HOLDINGS CO., LTD.** )  
 )  
**and AFFIXED with its Common Seal** )  
**in the presence of:-** )

汪 强 武

**EXECUTED AS A DEED and** )  
**SIGNED, SEALED and DELIVERED BY** )  
**a director of** )  
**HOPE EDUCATION INVESTMENT LIMITED** )  
 )  
**and AFFIXED with its Common Seal** )  
**in the presence of:-** )

汪 强 武