

DATED 29 June 2023

NEW HUO TECHNOLOGY HOLDINGS LIMITED

(1)

新火科技控股有限公司

(the “Company”)

- and -

MR. DU JUN

(2)

(the “Subscriber”)

**SUPPLEMENTAL AGREEMENT
to the
SUBSCRIPTION AGREEMENT
DATED 26 April 2023**

THIS SUPPLEMENTAL SUBSCRIPTION AGREEMENT is made on the 29th day of June 2023 (the "**Supplemental Agreement**").

BETWEEN:

- (1) **NEW HUO TECHNOLOGY HOLDINGS LIMITED**, a company incorporated under the laws of the British Virgin Islands with limited liability (Stock Code: 1611), whose registered office is situated at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, BVI VG 1110 and principal place of business in Hong Kong at 6/F & Unit 702-3, 7/F, 100 Queen's Road Central, Central, Hong Kong (the "**Company**"); and
- (2) **MR. DU JUN**, holder of People's Republic of China passport No: EG9102813 whose correspondence address is House 21 Marina Way, #27-18, Singapore 018978 (the "**Subscriber**")

(the Company and the Subscriber are collectively referred as the "**parties**" and individually as a "**party**").

WHEREAS:

- (A) The Company and the Subscriber entered into a subscription agreement dated 26 April 2023 (the "**Subscription Agreement**"), pursuant to which the parties conditionally agreed that the Subscriber shall subscribe for, and the Company shall allot and issue, the Subscription Shares in an aggregate of 74,700,000 Shares at the Subscription Price of HK\$2.08 per Subscription Share (the "**Subscription**").
- (B) The Company and the Subscriber have agreed to amend and vary certain terms of the Subscription Agreement by way of this Supplemental Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

- (A) In this Supplemental Agreement, all words and expressions defined in the Subscription Agreement shall have the same meanings in this Supplemental Agreement except to the extent that they are expressly varied by this Supplemental Agreement.
- (B) Each of the parties hereto hereby agrees and consents to the making of the amendment described in Clause 2 hereinbelow.
- (C) Any reference in the Subscription Agreement or in any related agreement or document to any provision of the Subscription Agreement shall, unless the context otherwise requires, be construed as a reference to such provision as the same has been amended pursuant to the provisions of this Supplemental Agreement or may otherwise have been, or from time to time be, amended or supplemented.
- (D) "**Effective Date**" means the date of this Supplemental Agreement.

2. Amendment and Variation of Terms

- 2.1 With reference to Clause 1.1 of the Subscription Agreement, the Long Stop Date of the Subscription is 26 July 2023, being the expiry of 3 months from the date of the Subscription Agreement, or such other date as the parties may agree in writing. Pursuant to Clause 3.2 of the Subscription Agreement, if any of the conditions in

Clause 3.1 of the Subscription Agreement are not fulfilled on or before 4:00 p.m. on the Long Stop Date, any party may, at any time thereafter, terminate the Subscription Agreement by notice in writing to the other party, whereupon the obligations of the parties under the Subscription Agreement shall forthwith cease and terminate and neither the Company nor the Subscriber shall have any claim against the other party, save for any antecedent breach therein.

The Parties agree that with effect from and on the Effective Date, the Long Stop Date of the Subscription Agreement shall be amended from 26 July 2023 to 26 August 2023, being the expiry of 4 months from the date of the Subscription Agreement, or such other date as the parties may agree in writing.

- 2.2 The Parties agree that, without limiting the generality of the provisions of Clause 2.1 of this Supplemental Agreement, with effect from the Effective Date, the Supplemental Agreement shall be construed as forming part of the Subscription Agreement and this Supplemental Agreement when read with the Subscription Agreement shall be construed as one and the same instrument, with full effect given to the amendments contemplated under this Supplemental Agreement.
- 2.3 The Parties further agree that save and except expressly amended and varied by the provisions of this Supplemental Agreement, all of the terms and conditions of the Subscription Agreement will remain in full force and effect in all respects to the extent that they are not inconsistent with the provisions herein contained.
- 2.4 This Supplemental Agreement does not release any parties herein from any breaches of the Subscription Agreement existing at the date of this Supplemental Agreement or affect any existing rights that have accrued under the Subscription Agreement prior to the date of this Supplemental Agreement.

3. Governing law and interpretation

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

4. Third Party Rights

No person (being a natural person or legal entity), other than the Parties has, or may or will have, any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce, make or pursue any claim, or enjoy any benefit under any provisions of this Supplemental Agreement. Application of the Contracts (Rights of Third Parties) Ordinance is hereby expressly excluded.

5. Counterparts

This Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

EXECUTION PAGE

IN WITNESS whereof, the parties hereto have duly executed this Agreement the day and year first above written.

SIGNED by **Zhang Li (张丽)**)
)
its director)
for and on behalf of)
NEW HUO TECHNOLOGY)
HOLDINGS LIMITED)
in the presence of :- *Ng Kwun Ho*)

Zhang Li
Ng Kwun Ho

SIGNED by)
)
MR. DU JUN)
)
in the presence of :-)

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in the presence of :-)

SIGNED by)
)
MR. DU JUN)
)
in the presence of :- *Lin Ling*)

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