

## 股权转让协议之补充协议二

### SUPPLEMENTAL AGREEMENT II TO THE SHARE PURCHASE AGREEMENT

本《股权转让协议之补充协议二》（以下简称“本协议”）由以下各方于  
2020年3月6日签署：

This Supplemental Agreement II to the Share Purchase Agreement (the  
“Agreement”) is signed by the following parties on 6th March 2020.

甲方：上海宏投网络科技有限公司

**Party A: Shanghai Hongtou Network Technology Co., Ltd.**

地址：上海市静安区江场西路1577弄1-2号301-7室

Address: Room 301-7, Building No.1-2, No.1577 West Jiangchang Road,  
Jing'an District, Shanghai, China

法定代表人：叶建华

Legal Representative: YE Jianhua

乙方/Party B:

**乙方1/Party B-1: PLATINUM FORTUNE, LP**

地址/Address: 18400 Von Karman, 10th floor, Irvine, CA 92612, USA

授权代表/Authorized Signatory: DUKE LI ZHU (CEO)

**乙方2/Party B-2: PSI Platinum Fortune, LLC**

地址/Address: 18400 Von Karman, 10th floor, Irvine, CA 92612, USA

授权代表/Authorized Signatory: DUKE LI ZHU (CEO)

**乙方3/Party B-3: Platinum Alpha Enterprise Limited.**

地址/Address: OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands

授权代表/Authorized Signatory: DUKE LI ZHU

(乙方1、乙方2和乙方3以下合称“乙方”，甲方和乙方以下单称“一方”，合称“各方”。)

(Party B-1, Party B-2 and Party B-3 are hereinafter collectively referred to as "Party B", Party A and Party B are individually referred to as "one Party" and collectively as "all Parties".)

**鉴于:**

**WHEREAS:**

1. 各方已于2019年6月27日就JAGEX LIMITED 100%股权和宏投网络（香港）有限公司100%股权（以下合称“标的资产”）转让事宜签署了《股权转让协议》，协议约定甲方将其所持标的资产以53,000万美元的交易对价转让给乙方；各方于2019年10月9日签署了《股权转让协议之补充协议》（以下简称“《补充协议》”），进一步明确了交易对价支付和标的资产交割相关事宜。各方已于2020年1月3日以邮件方式就《股权转让协议》第10.2、13.2条约定的协议自签署之日的有效期“180个自然日”变更为“300个自然日”达成一致。

1. The Parties have signed the Share Purchase Agreement on the transfer of 100% shares of JAGEX LIMITED and 100% shares of Hongtou Network (Hong Kong) Company Limited (collectively "Target Assets") on June 27, 2019. The Share Purchase Agreement stipulates that Party A shall transfer the Target Assets to Party B at the consideration of USD \$530 million; on October 9, 2019, the Parties signed the

Supplemental Agreement to the Share Purchase Agreement ("Supplemental Agreement"), which further clarifies the payment of consideration and delivery of the Target Assets. All Parties have agreed on amending the effective term of the agreement since execution from "180 calendar days" to "300 calendar days" of Article 10.2 and 13.2 of the Share Purchase Agreement on January 3, 2020 via Email.

2. 除本协议另有约定外，各方分别于2019年6月27日、2019年10月9日签署的《股权转让协议》《补充协议》（以下合称“原协议”）项下的释义或定义同样适用于本协议。

2. Except as otherwise agreed upon in this Agreement, the definitions and interpretations in the Share Purchase Agreement signed by the Parties on June 27, 2019 and the Supplemental Agreement signed by the Parties on Oct. 9, 2019 (collectively "Original Agreements") shall also apply to this Agreement.

3. 本着平等互利的原则，通过友好协商，各方就原协议期限事宜签署本协议如下：

3. In accordance with the principle of equality and mutual benefit, through friendly negotiations, the Parties have signed this Agreement on matters about the term of the Transaction agreements in the Original Agreements as follows:

### 一、关于协议期限的补充约定

#### I. Supplementary Agreement on Terms of the Transaction Agreements

1.1 经各方一致确认并同意，就《股权转让协议》第10.2条约定的协议有效期进行修改，修改后的条款为：在本协议（指《股权转让协议之补充协议二》）签署之日起365个自然日内，乙方不得因任何原因撤回、撤销、解除或终止本协议或作出放弃购买标的资产的意思表示或行为或要求延期支付交易对价，否则乙方应当向甲方支付人民币5,000万元或等值美元或英镑的违约金。

1.1 All Parties have confirmed and agreed that the term of validity of the agreement as stipulated in Article 10.2 of the Share Purchase Agreement shall be modified, and the modified Article is as follows: within 365 calendar days from the



date of signing this Agreement (means this Supplemental Agreement II to the Share Purchase Agreement), Party B shall not withdraw, revoke, rescind, or terminate this Agreement, or attempt to terminate or act to terminate the purchase of the Target Assets for any reason, or delay the agreed payment schedule, otherwise Party B shall pay to Party A 50 million CNY as liquidated damages, or its equivalent in USD or GBP.

1.2 经各方一致确认并同意，就《股权转让协议》第13.2（3）条约定的协议有效期进行修改，修改后的条款为：自本协议（指《股权转让协议之补充协议二》）签署之日起365个自然日内，富控互动未能召开股东大会审议本次交易，或富控互动股东大会未能审议通过本次交易的，本协议及原协议终止，但经各方协商并书面同意延长该期限的除外。

1.2 All Parties have confirmed and agreed that the term of validity of the agreement as stipulated in Article 13.2(3) of the Share Purchase Agreement shall be modified, and the modified Article is as follows: within 365 calendar days from the signing of this Agreement (means this Supplemental Agreement II to the Share Purchase Agreement), if Fukong Interactive's shareholders fails to arrange a meeting or grant a resolution to approve this Transaction, this Agreement and the Original Agreements shall be terminated, except the situations when the Parties negotiate and all agree to extend such period in writing.

## 二、其他

### II. Other Matters

2.1 本协议为原协议的补充协议。原协议与本协议约定不一致的事项，以本协议约定为准。本协议未约定的事项，以原协议之约定为准。

2.1 This Agreement is supplementary to the Original Agreements. The provisions of this Agreement shall prevail over matters inconsistent with the Original Agreements. The Original Agreements shall apply to matters not mentioned in this Agreement.

2.2本协议经甲方法定代表人签字并加盖企业公章，乙方授权代表签字并加盖企业公章（如有）、并经各方签署日期后成立，并自原协议生效之日起同时生效。

2.2 This Agreement shall be signed by the legal representative of Party A, affixed with Party A's official seal, signed by the authorized representatives of Party B, affixed with Party B's official seals (if any), and shall be executed after the execution date of all Parties, and shall be legally enforceable at the same time as the Original Agreements become enforceable.

2.3本协议以中文和英文语言书写，如中英文的文意表述不一致，以中文为准；本协议一式肆份，甲方执贰份，乙方执贰份，每份具有同等法律效力。

2.3 This Agreement shall be written in both Chinese and English. If the English and Chinese versions are inconsistent in meanings, the Chinese version shall prevail. This Agreement shall be made in FOUR (4) counterparts, with Party A holding TWO (2) counterparts and Party B holding TWO (2) counterparts, each of which shall have the same legal effect.

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甲方: 上海宏投网络科技有限公司 (盖章)

Party A: Shanghai Hongtou Network Technology Co., Ltd. (Official Seal)

法定代表人或授权代表:

Signature of legal representative or authorized signatory:



(本页无正文，为《股权转让协议之补充协议二》之签署页)

(No legal provisions on this page, it is the signing page of **Supplemental Agreement II to the Share Purchase Agreement**)

**乙方1 /Party B-1: PLATINUM FORTUNE, LP**

授权代表: DUKE LI ZHU

Signature of authorized signatory:

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(No legal provisions on this page, it is the signing page of **Supplemental Agreement II to the Share Purchase Agreement**)

**乙方2/ Party B-2: PSI Platinum Fortune, LLC**

授权代表: DUKE LI ZHU

Signature of authorized signatory:

A handwritten signature in black ink, appearing to be 'DLZ', written over a horizontal line.




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(No legal provisions on this page, it is the signing page of **Supplemental Agreement II to the Share Purchase Agreement**)

**乙方3/Party B-3: Platinum Alpha Enterprise Limited.**

授权代表: DUKE LI ZHU

Authorized Signatory:

A handwritten signature in black ink, consisting of several fluid, overlapping strokes that form a stylized representation of the name 'Duke Li Zhu'.