

**THIS SUPPLEMENTAL SUBSCRIPTION AGREEMENT** is made this 23 day of October, 2024

**BETWEEN:-**

- (1) **VIRTUAL MIND HOLDING COMPANY LIMITED (天機控股有限公司)**, a company incorporated in the Cayman Islands as an exempted company with limited liability and having its registered office situate at Cricket Square, Hutchins Drive, P.O. Box No. 2681, Grand Cayman KY1-1111, Cayman Islands and been registered as a Non-Hong Kong Company with the Companies Registry with Business Registration No. 54724498 and having its head office and principal place of business in Hong Kong situate at Rooms 2511-25, 25<sup>th</sup> Floor, Peninsula Tower, 538 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong (the “**Company**”)

**AND**

- (2) **KING CASTLE ENTERPRISES LIMITED (帝堡企業有限公司)**, a company incorporated in the British Virgin Islands with limited liability with BVI Company No. 1448989 and having its registered office situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands (the “**Subscriber**”)

The Company and the Subscriber shall collectively be referred to as the “**Parties**” and each individually as a “**Party**” wherever hereunder.

**WHEREAS:-**

- (A) The Parties entered into a subscription agreement (the “**Subscription Agreement**”) on 10 October 2024. Capitalised terms used in this Agreement shall bear the same meanings as those defined in the Subscription Agreement unless otherwise stated.
- (B) The Company is proposing to implement a share consolidation on the basis of four (4) Shares of par value of HK\$0.01 each consolidated into one (1) consolidated share of par value of HK\$0.04 each (the “**Consolidated Share(s)**”) (the “**Share Consolidation**”).

In view of the proposed Share Consolidation, the Parties hereby agree, upon the Share Consolidation becoming effective, to amend the Subscription Shares from up to 100,000,000 Shares to 25,000,000 Consolidated Shares and the Subscription Price from HK\$0.10 to HK\$0.40 per Subscription Share as set out in the Subscription Agreement (the “**Amendments**”).

The Parties execute this Supplemental Subscription Agreement to revise and supplement the Subscription Agreement so as to implement and effectuate the Amendments with immediate effect.

The Subscription Agreement and this Supplemental Subscription Agreement shall henceforth

be read and construed as one instrument in regulating and supervising the Subscription. The provisions of this Supplemental Subscription Agreement shall prevail in the event of any conflict or inconsistency between this Supplemental Subscription Agreement and the Subscription Agreement. Save as and subject only to the variations herein contained and such other alterations (if any) as may be necessary to make the Subscription Agreement consistent with the Amendments, all other terms and conditions of the Subscription Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Supplemental Subscription Agreement were inserted therein by way of addition or substitution, as the case may be. The Subscription Agreement as revised and supplemented by this Supplemental Subscription Agreement and all documents referred to therein shall be construed and interpreted in light of the Amendments.

Any person who is not a Party shall have no right under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any provision of the Subscription Agreement as revised and supplemented by this Supplemental Subscription Agreement.

This Supplemental Subscription Agreement may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart shall constitute an original of this Supplemental Subscription Agreement but all the counterparts shall together constitute one and same instrument.

The Subscription Agreement as revised and supplemented by this Supplemental Subscription Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong, and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for resolution of any dispute on or arising out of the Subscription Agreement as revised and supplemented by this Supplemental Subscription Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties on the date first above written.

**The Company**

SIGNED by )  
LI Yang )  
director having been duly authorised )  
by the Board of Directors of )  
**VIRTUAL MIND HOLDING COMPANY** )  
**LIMITED (天機控股有限公司)** )  
in the presence of:- )

*For and on behalf of*  
**Virtual Mind Holding Company Limited**  
**天機控股有限公司**  
..........  
*Authorized Signature(s)*

**The Subscriber**

SIGNED by )  
WONG Kin Ting (王建廷) )  
director having been duly authorised )  
by the Board of Directors of )  
**KING CASTLE ENTERPRISES LIMITED** )  
(帝堡企業有限公司) )  
in the presence of:- )

For and on behalf of  
**KING CASTLE ENTERPRISES LIMITED**  
**帝堡企業有限公司**  
  
.....  
*Authorised Signature(s)*