

THIS SUPPLEMENTAL SHARES TRANSFER 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, 25th 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 **“Purchaser”**)

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

WHEREAS:-

- (A) The Parties entered into a shares transfer agreement (the **“Shares Transfer Agreement”**) on 10 October 2024. Capitalised terms used in this Agreement shall bear the same meanings as those defined in the Shares Transfer 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, as the case may be, upon the Share Consolidation becoming effective, to amend the Sale Shares from 60,000,000 Shares to 15,000,000 Consolidated Shares and the Sale Price from HK\$0.088 to HK\$0.352 per Sale Share as set out in the Shares Transfer Agreement (the **“Amendments”**).

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

The Shares Transfer Agreement and this Supplemental Shares Transfer Agreement shall

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

This Supplemental Shares Transfer 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 Shares Transfer Agreement but all the counterparts shall together constitute one and same instrument.

The Shares Transfer Agreement as revised and supplemented by this Supplemental Shares Transfer 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 Shares Transfer Agreement as revised and supplemented by this Supplemental Shares Transfer 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

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Authorized Signature(s)

The Purchaser

SIGNED by)
WONG Kin Ting (王廷廷))
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


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Authorised Signature(s)