

**DATE: 5/3/2025**

**HUGE ART LIMITED  
(as the service provider)**

**AND**

**JUMOON GROUP LIMITED  
(as the service receiver)**

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**SUPPLEMENTAL AGREEMENT**

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## Execution

**THIS SUPPLEMENTAL AGREEMENT** is made on 5/3/2025.

**BETWEEN:**

- (1) **HUGE ART LIMITED**, company incorporated in Hong Kong with limited liability and having its registered office at Unit 202, 2/F., Chinaweal Centre, 414-424 Jaffe Road, Hong Kong (the “**Service Provider**”); and
- (2) **JUMOON GROUP LIMITED**, a company incorporated in the British Virgin Islands with limited liability and having its registered office at Sea Meadow House (P.O. Box 16), Road Town, Tortola, British Virgin Islands (the “**Service Receiver**”).

each a “**Party**” and together the “**Parties**”.

**RECITALS:**

- (A) Pursuant to the agreement dated 4 October 2024 (the “**Original Project Management Services Agreement**”) entered between the Service Provider and the Service Receiver, the Parties have agreed for the Service Provider to provide project management services to the Service Receiver.
- (B) The Parties have agreed to amend certain terms of the Original Project Management Services Agreement in the manner as set out in this supplemental agreement (this “**Agreement**”).

**NOW IT IS HEREBY AGREED as follows:**

**1. DEFINITIONS**

- 1.1 In this Agreement and unless the context otherwise requires, definitions and interpretations used in the Original Project Management Services Agreement shall have the same meaning herein.
- 1.2 Reference to a Clause, unless the context otherwise requires, shall be construed as the respective clause of the Original Project Management Services Agreement.

**2. AMENDMENTS TO THE ORIGINAL AGREEMENT**

It is agreed among and confirmed by the Parties that the Clause 4.1 of the Original Project Management Services Agreement shall be deleted in its entirety and replaced by the following:

*The parties hereby agree that the maximum aggregate amount of Service Fee (the “**Cap**”) payable by the Service Receiver to the Service Provider under this Agreement for each of the financial year/period set out below is as follows:*

***Financial Year/Period***

***Cap***  
***HK\$***

<i>1 October 2024 to 31 March 2025</i>	<i>9,250,000</i>
<i>1 April 2025 to 31 March 2026</i>	<i>65,000,000</i>
<i>1 April 2026 to 31 March 2027</i>	<i>80,000,000</i>

### **3. GENERAL**

- 3.1 Subject only to the variation herein contained and such other alterations (if any) as may be necessary to make the Original Project Management Services Agreement consistent with this Agreement, the Original Project Management Services Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Agreement were inserted therein by way of addition or substitution, as the case may be.
- 3.2 This Agreement shall be deemed to be effective and incorporated as part of the Original Project Management Services Agreement on the date hereof.

### **4. EXPENSE**

Each party to this Agreement shall bear its own legal cost relating thereto.

### **5. COUNTERPART**

This Agreement may be signed in any number of copies or counterparts, each of which when so signed and delivered shall be deemed an original, but all the counterparts shall together constitute one and the same instrument.

### **6. GOVERNING LAW AND JURISDICTION**

- 6.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Hong Kong Special Administrative Region.
- 6.2 Each party hereto irrevocably agrees that the courts of the Hong Kong Special Administrative Region shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Agreement and for such purposes each party hereto irrevocably submits to the non-exclusive jurisdiction of such courts.

### **7. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE**

A person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.

IN WITNESS whereof this Agreement has been duly executed by all parties hereto the day and year first above written.

**SERVICE PROVIDER**

SIGNED by

for and on behalf of

**HUGE ART LIMITED**

in the presence of:

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周文强

**SERVICE RECEIVER**

**SIGNED** by

for and on behalf of

**JUMOON GROUP LIMITED**

in the presence of:

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A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a series of loops and a long, sweeping tail that extends downwards and to the right.