

DEED OF SET-OFF

THIS DEED OF SET-OFF is made on this 16th day of April, 2025 (this “**Deed**”) is made by:-

- (1) **Chen Jianwen**, holder of Hong Kong Identity Card No. K953592(6) with residential address at A25 Regalia Bay, 88 Wong Ma Kok Road, Stanley, Hong Kong (the “**Controlling Shareholder**”); and
- (2) **Bonjour Holdings Limited**, a company incorporated in the Cayman Islands with limited liability whose registered office is at Windward 3, Regatta Office Park, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands and principal place of business in Hong Kong is at 12/F., Bonjour Tower, No. 36-50 Wang Wo Tsai Street, Tsuen Wan, Hong Kong (the “**Company**”).

(The Controlling Shareholder and the Company are collectively hereinafter referred to as the “**Parties**”, and each a “**Party**”).

RECITALS:-

- (A) The Company and the Controlling Shareholder entered into a master loan agreement on 1 September 2023 which was supplemented on 31 March 2025 (the “**Loan Agreement**”).
- (B) Pursuant to the Loan Agreement, the Controlling Shareholder provided an unsecured loan up to HK\$100,000,000 bearing interest at 2.75% per annum with the maturity date of 31 March 2026 to the Company and its subsidiary.
- (C) The board of directors of the Company proposes to issue 1,343,147,397 Rights Shares on insert date (the “**Rights Issue**”) and use part of the proceeds from the Rights Issue to set-off the Shareholder’s Loans to the extent of the subscription monies payable by the Controlling Shareholder for the Rights Shares he is entitled under the Rights Issue.
- (D) Both Parties agree that the total amount of subscription monies payable by the Controlling Shareholder for the Rights Shares to which he is entitled to subscribe for under the Rights Issue, would be set-off on a dollar-to-dollar basis against the equivalent amount of the Shareholder’s Loans and accrued interest thereon on the completion date of the Rights Issue.
- (E) As at the date of this Deed, the outstanding principal amount (together with accrued interest thereon) under the Shareholder’s Loans owed by the Company to the Controlling Shareholder was in the principal of approximately HK\$56.39 million (the “**Shareholder’s Loans**”).

NOW, THEREFORE, the Parties hereby agree as follows:

1. Words and expressions used herein shall have the meanings as set out in the terms and conditions of the Loan Agreement unless the context requires otherwise.
2. In this Deed:-

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

“Outstanding Obligations” means the principal amount, accrued interest, other moneys, obligations and liabilities due and owing to the Controlling Shareholder by the Company under the Loan Agreement;

“Record Date” means Monday, 9 June 2025, or on such other date as the Company may determine;

“Rights Issue” the proposed issue of 1,343,147,397 Rights Shares at the Subscription Price on the basis of three (3) Rights Share for every one (1) Share held on the Record Date payable in full on acceptance;

“Rights Share(s)” means up to 1,343,147,397 new Share(s) to be allotted and issued in respect of the Rights Issue;

“Set-Off” means the set-off of the amount of subscription monies payable by the Controlling Shareholder for the Rights Shares to which he is entitled to subscribe for under the Rights Issue, against the equivalent amount of the Shareholder’s Loans thereon on a dollar-to-dollar basis on the completion date of the Rights Issue;

“Share(s)” means ordinary share(s) of HK\$0.01 each in the issued share capital of the Company;

“Subscription Price” means the subscription price of HK\$0.080 per Rights Share;

3. The Controlling Shareholder hereby agrees that, as consideration for the Set-Off of obligations under the Loan Agreement, the outstanding principal amount of the Shareholder’s Loans and accrued interest (the **“Outstanding Obligations”**) shall be Set-Off by the total amount of subscription monies payable by the Controlling Shareholder for the Rights Shares to which he is entitled to subscribe for under the Rights Issue on a dollar-to-dollar basis on the completion date of the Rights Issue.
4. The Company hereby agrees that, as consideration for the Company’s restructuring of the Outstanding Obligations payable by the Company to the Controlling Shareholder, the outstanding principal amount of the Shareholder’s Loans and accrued interest shall be Set-Off by the total amount of subscription monies payable by the Controlling Shareholder for the Rights Shares to which he is entitled to subscribe for under the Rights Issue on a dollar-to-dollar basis on the completion date of the Rights Issue.
5. If there remains any balance of the Shareholder’s Loans after the Set-Off, the Company shall continue to assume its repayment obligations and settle the balance of the Shareholder’s Loans.
6. If there remains any outstanding subscription monies payable after the Set-Off, the Controlling Shareholder shall settle the payments in accordance with the terms of the Rights Issue.
7. The completion of the Set-Off shall be subject to the same conditions as the Rights Issue and shall take place simultaneously with the issue of the Rights Shares by the Company pursuant to the terms of the Rights Issue.

8. The approval of the independent shareholders of the Company at the extraordinary general meeting is needed to be held by the Company in accordance with the requirements of the Listing Rules.
9. Save as expressly amended or supplemented by this Deed, all the terms, covenants and conditions of the Loan Agreement shall remain in full force and effect and the Loan Agreement and this Deed shall be read, construed and interpreted as one document.
10. This Deed may be executed in one or more counterparts and by the Parties on different counterparts. Each counterpart shall constitute an original but all the counterparts shall together constitute one and the same agreement.
11. Each Party shall bear its own costs and expenses in connection with the preparation, negotiation and execution of this Deed.
12. A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Deed and consent of any person who is not a party to this Deed shall not be required to rescind or vary any provisions of this Deed.
13. This Deed is governed by and shall be construed in accordance with Hong Kong law. The Parties hereby agree to submit to the non-exclusive jurisdiction of the Hong Kong courts and waive any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.

Deed of set off

In witness whereof the Parties have caused this Deed to be duly executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED BY
CHEN JIANWEN

in the presence of: WAI YIN HONG EUGENE

WYH

陳健文

SEALED WITH THE COMMON SEAL OF
BONJOUR HOLDINGS LIMITED

and signed by
on its behalf

in the presence of: WAI YIN HONG EUGENE

WYH

For and on behalf of
卓悅控股有限公司
BONJOUR HOLDINGS LIMITED

Authorized Signature(s)

SUPPLEMENTAL DEED OF SET-OFF

THIS SUPPLEMENTAL DEED OF SET-OFF is made on this 13th day of May, 2025 (this “**Deed**”) is made by:-

- (1) **Chen Jianwen**, holder of Hong Kong Identity Card No. K953592(6) with residential address at A25 Regalia Bay, 88 Wong Ma Kok Road, Stanley, Hong Kong (the “**Controlling Shareholder**”); and
- (2) **Bonjour Holdings Limited**, a company incorporated in the Cayman Islands with limited liability whose registered office is at Windward 3, Regatta Office Park, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands and principal place of business in Hong Kong is at 12/F., Bonjour Tower, No. 36-50 Wang Wo Tsai Street, Tsuen Wan, Hong Kong (the “**Company**”).

(The Controlling Shareholder and the Company are collectively hereinafter referred to as the “**Parties**”, and each a “**Party**”).

RECITALS:-

- (A) By a deed of set-off dated 16 April 2025 (the “**Deed of Set-Off**”), the Parties agreed that the total amount of subscription monies payable by the Controlling Shareholder for the Rights Shares to which he is entitled to subscribe for under the Rights Issue, would be set-off on a dollar-to-dollar basis against the equivalent amount of the Shareholder’s Loans and accrued interest thereon on the completion date of the Rights Issue.
- (B) Terms defined in the Deed of Set-Off shall, unless the context otherwise requires, bear the same meanings in this Supplemental Deed of Set-Off.
- (C) The Parties to the Deed of Set-Off and hereto agree to enter into this Supplemental Deed of Set-Off to amend the terms of the Deed of Set-Off.

NOW IT IS HEREBY AGREED as follows:

1. AMENDMENTS TO THE DEED OF SET-OFF

It is agreed that the Deed of Set-Off Agreement is hereby amended in the following manners:

- 1.1 The following definitions set out in clause 2 of the Deed of Set-Off be amended and

replaced as follows:

“**Record Date**” means Wednesday, 2 July 2025, or on such other date as the Company may determine;

2. MISCELLANEOUS

- 2.1 The Deed of Set-Off and this Supplemental Deed of Set-Off shall be read together and be deemed to constitute one single instrument and all references to the Deed of Set-Off in whatever terms in the Deed of Set-Off and any other document shall be read and construed as references to the Deed of Set-Off as amended, varied and supplemented by this Supplemental Deed of Set-Off and as may from time to time, be further amended, varied, supplemented or novated.
- 2.2 Save as expressly amended or modified by this Supplemental Deed of Set-Off, all the terms and conditions of the Deed of Set-Off shall continue to be binding on the parties thereto and remain in full force and effect.
- 2.3 None of the Parties may assign or transfer any of their rights or obligations under this Supplemental Deed of Set-Off without the prior written consent of all other parties.
- 2.4 This Supplemental Deed of Set-Off may be executed in one or more counterparts and by the Parties on different counterparts. Each counterpart shall constitute an original but all the counterparts shall together constitute one and the same agreement.
- 2.5 If at any time any provision of this Supplemental Deed of Set-Off is becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 2.6 The Company and the Placing Agent hereto acknowledge that they have obtained independent legal advice in connection with the negotiation and execution of this Supplemental Deed of Set-Off, and further acknowledge and agree that they have read, understand, and agree to be bound by all of the terms and conditions contained herein.
- 2.7. Each party shall bear its own cost and expenses in connection with the preparation, negotiation and execution of this Supplemental Deed of Set-Off.
- 2.8 This Supplemental Deed of Set-Off is governed by and shall be construed in accordance with Hong Kong law. The Parties hereby agree to submit to the non-exclusive

jurisdiction of the Hong Kong courts and waive any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.

In witness whereof the Parties have caused this Supplemental Deed of Set-Off to be duly executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED BY
CHEN JIANWEN

in the presence of:

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SEALED WITH THE COMMON SEAL OF
BONJOUR HOLDINGS LIMITED

and signed by
on its behalf

in the presence of:

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2ND SUPPLEMENTAL DEED OF SET-OFF

THIS 2ND SUPPLEMENTAL DEED OF SET-OFF is made on this 3rd day of June, 2025 is made by:-

- (1) **Chen Jianwen**, holder of Hong Kong Identity Card No. K953592(6) with residential address at A25 Regalia Bay, 88 Wong Ma Kok Road, Stanley, Hong Kong (the **“Controlling Shareholder”**); and
- (2) **Bonjour Holdings Limited**, a company incorporated in the Cayman Islands with limited liability whose registered office is at Windward 3, Regatta Office Park, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands and principal place of business in Hong Kong is at 12/F., Bonjour Tower, No. 36-50 Wang Wo Tsai Street, Tsuen Wan, Hong Kong (the **“Company”**).

(The Controlling Shareholder and the Company are collectively hereinafter referred to as the **“Parties”**, and each a **“Party”**).

RECITALS:-

- (A) By a deed of set-off dated 16 April 2025 (the **“Deed of Set-Off”**) as supplemented by the Supplemental Deed of Set-Off dated 13 May 2025 (the **“Supplemental Deed of Set-Off”**), the Parties agreed that the total amount of subscription monies payable by the Controlling Shareholder for the Rights Shares to which he is entitled to subscribe for under the Rights Issue, would be set-off on a dollar-to-dollar basis against the equivalent amount of the Shareholder’s Loans and accrued interest thereon on the completion date of the Rights Issue.
- (B) Terms defined in the Deed of Set-Off and the Supplemental Deed of Set-Off shall, unless the context otherwise requires, bear the same meanings in this 2nd Supplemental Deed of Set-Off.
- (C) The Parties to the Deed of Set-Off and hereto agree to enter into this 2nd Supplemental Deed of Set-Off to amend the terms of the Deed of Set-Off (as supplemented by the Supplemental Deed of Set-Off).

NOW IT IS HEREBY AGREED as follows:

1. **AMENDMENTS TO THE DEED OF SET-OFF AND THE SUPPLEMENTAL DEED OF SET-OFF**

It is agreed that the Deed of Set-Off Agreement (as supplemented by the Supplemental Deed of Set-Off) is hereby amended in the following manners:

- 1.1 The following definitions set out in clause 2 of the Deed of Set-Off (as supplemented by the Supplemental Deed of Set-Off) be amended and replaced as follows:

“**Record Date**” means Tuesday, 15 July 2025, or on such other date as the Company may determine;

2. MISCELLANEOUS

- 2.1 The Deed of Set-Off, the Supplemental Deed of Set-Off and this 2nd Supplemental Deed of Set-Off shall be read together and be deemed to constitute one single instrument and all references to the Deed of Set-Off (as supplemented by the Supplemental Deed of Set-Off) in whatever terms in the Deed of Set-Off (as supplemented by the Supplemental Deed of Set-Off) and any other document shall be read and construed as references to the Deed of Set-Off (as supplemented by the Supplemental Deed of Set-Off) as amended, varied and supplemented by this 2nd Supplemental Deed of Set-Off and as may from time to time, be further amended, varied, supplemented or novated.
- 2.2 Save as expressly amended or modified by this 2nd Supplemental Deed of Set-Off, all the terms and conditions of the Deed of Set-Off (as supplemented by the Supplemental Deed of Set-Off) shall continue to be binding on the parties thereto and remain in full force and effect.
- 2.3 None of the Parties may assign or transfer any of their rights or obligations under this 2nd Supplemental Deed of Set-Off without the prior written consent of all other parties.
- 2.4 This 2nd Supplemental Deed of Set-Off may be executed in one or more counterparts and by the Parties on different counterparts. Each counterpart shall constitute an original but all the counterparts shall together constitute one and the same agreement.
- 2.5 If at any time any provision of this 2nd Supplemental Deed of Set-Off is becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 2.6 The Company and the Controlling Shareholder hereto acknowledge that they have obtained independent legal advice in connection with the negotiation and execution of this 2nd Supplemental Deed of Set-Off, and further acknowledge and agree that they

have read, understand, and agree to be bound by all of the terms and conditions contained herein.

2.7. Each party shall bear its own cost and expenses in connection with the preparation, negotiation and execution of this 2nd Supplemental Deed of Set-Off.

2.8 This 2nd Supplemental Deed of Set-Off is governed by and shall be construed in accordance with Hong Kong law. The Parties hereby agree to submit to the non-exclusive jurisdiction of the Hong Kong courts and waive any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.

In witness whereof the Parties have caused this 2nd Supplemental Deed of Set-Off to be duly executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED BY)
CHEN JIANWEN)

in the presence of:)

陳健文

SEALED WITH THE COMMON SEAL OF)
BONJOUR HOLDINGS LIMITED)

and signed by)
on its behalf)

in the presence of:)





3RD SUPPLEMENTAL DEED OF SET-OFF

THIS 3RD SUPPLEMENTAL DEED OF SET-OFF is made on this 17th day of June, 2025 is made by:-

- (1) **Chen Jianwen**, holder of Hong Kong Identity Card No. K953592(6) with residential address at A25 Regalia Bay, 88 Wong Ma Kok Road, Stanley, Hong Kong (the “**Controlling Shareholder**”); and
- (2) **Bonjour Holdings Limited**, a company incorporated in the Cayman Islands with limited liability whose registered office is at Windward 3, Regatta Office Park, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands and principal place of business in Hong Kong is at 12/F., Bonjour Tower, No. 36-50 Wang Wo Tsai Street, Tsuen Wan, Hong Kong (the “**Company**”).

(The Controlling Shareholder and the Company are collectively hereinafter referred to as the “**Parties**”, and each a “**Party**”).

RECITALS:-

- (A) By a deed of set-off dated 16 April 2025 (the “**Deed of Set-Off**”) as supplemented by the Supplemental Deed of Set-Off dated 13 May 2025 (the “**Supplemental Deed of Set-Off**”) and the 2nd Supplemental Deed of Set-Off dated 3 June 2025 (the “**2nd Supplemental Deed of Set-Off**”, together with the Supplemental Deed of Set-Off, collectively, the “**Supplemental Deeds**”) the Parties agreed that the total amount of subscription monies payable by the Controlling Shareholder for the Rights Shares to which he is entitled to subscribe for under the Rights Issue, would be set-off on a dollar-to-dollar basis against the equivalent amount of the Shareholder’s Loans and accrued interest thereon on the completion date of the Rights Issue.
- (B) Terms defined in the Deed of Set-Off and the Supplemental Deeds shall, unless the context otherwise requires, bear the same meanings in this 3rd Supplemental Deed of Set-Off.
- (C) The Parties to the Deed of Set-Off and hereto agree to enter into this 3rd Supplemental Deed of Set-Off to amend the terms of the Deed of Set-Off (as supplemented by the Supplemental Deeds).

NOW IT IS HEREBY AGREED as follows:

1. **AMENDMENTS TO THE DEED OF SET-OFF AND THE SUPPLEMENTAL DEEDS**

It is agreed that the Deed of Set-Off Agreement (as supplemented by the Supplemental Deeds) is hereby amended in the following manners:

- 1.1 The following definitions set out in clause 2 of the Deed of Set-Off (as supplemented by the Supplemental Deeds) be amended and replaced as follows:

“Record Date” means Monday, 28 July 2025, or on such other date as the Company may determine;

2. **MISCELLANEOUS**

- 2.1 The Deed of Set-Off, the Supplemental Deeds and this 3rd Supplemental Deed of Set-Off shall be read together and be deemed to constitute one single instrument and all references to the Deed of Set-Off (as supplemented by the Supplemental Deeds) in whatever terms in the Deed of Set-Off (as supplemented by the Supplemental Deeds) and any other document shall be read and construed as references to the Deed of Set-Off (as supplemented by the Supplemental Deeds) as amended, varied and supplemented by this 3rd Supplemental Deed of Set-Off and as may from time to time, be further amended, varied, supplemented or novated.
- 2.2 Save as expressly amended or modified by this 3rd Supplemental Deed of Set-Off, all the terms and conditions of the Deed of Set-Off (as supplemented by the Supplemental Deeds) shall continue to be binding on the parties thereto and remain in full force and effect.
- 2.3 None of the Parties may assign or transfer any of their rights or obligations under this 3rd Supplemental Deed of Set-Off without the prior written consent of all other parties.
- 2.4 This 3rd Supplemental Deed of Set-Off may be executed in one or more counterparts and by the Parties on different counterparts. Each counterpart shall constitute an original but all the counterparts shall together constitute one and the same agreement.
- 2.5 If at any time any provision of this 2nd Supplemental Deed of Set-Off is becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

- 2.6 The Company and the Controlling Shareholder hereto acknowledge that they have obtained independent legal advice in connection with the negotiation and execution of this 3rd Supplemental Deed of Set-Off, and further acknowledge and agree that they have read, understand, and agree to be bound by all of the terms and conditions contained herein.
- 2.7. Each party shall bear its own cost and expenses in connection with the preparation, negotiation and execution of this 3rd Supplemental Deed of Set-Off.
- 2.8 This 3rd Supplemental Deed of Set-Off is governed by and shall be construed in accordance with Hong Kong law. The Parties hereby agree to submit to the non-exclusive jurisdiction of the Hong Kong courts and waive any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.

In witness whereof the Parties have caused this 3rd Supplemental Deed of Set-Off to be duly executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED BY
CHEN JIANWEN

in the presence of:


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SEALED WITH THE COMMON SEAL OF
BONJOUR HOLDINGS LIMITED
and signed by
on its behalf

in the presence of:

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4TH SUPPLEMENTAL DEED OF SET-OFF

THIS 4th SUPPLEMENTAL DEED OF SET-OFF is made on this 25th day of June, 2025 is made by:-

- (1) **Chen Jianwen**, holder of Hong Kong Identity Card No. K953592(6) with residential address at A25 Regalia Bay, 88 Wong Ma Kok Road, Stanley, Hong Kong (the “**Controlling Shareholder**”); and
- (2) **Bonjour Holdings Limited**, a company incorporated in the Cayman Islands with limited liability whose registered office is at Windward 3, Regatta Office Park, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands and principal place of business in Hong Kong is at 12/F., Bonjour Tower, No. 36-50 Wang Wo Tsai Street, Tsuen Wan, Hong Kong (the “**Company**”).

(The Controlling Shareholder and the Company are collectively hereinafter referred to as the “**Parties**”, and each a “**Party**”).

RECITALS:-

- (A) By a deed of set-off dated 16 April 2025 (the “**Deed of Set-Off**”) as supplemented by the Supplemental Deed of Set-Off dated 13 May 2025 (the “**Supplemental Deed of Set-Off**”), the 2nd Supplemental Deed of Set-Off dated 3 June 2025 (the “**2nd Supplemental Deed of Set-Off**”), the 3rd Supplemental Deed of Set-Off dated 17 June 2025 (the “**3rd Supplemental Deed of Set-Off**”, together with the Supplemental Deed of Set-Off and the 2nd Supplemental Deed of Set-Off, collectively, the “**Supplemental Deeds**”) the Parties agreed that the total amount of subscription monies payable by the Controlling Shareholder for the Rights Shares to which he is entitled to subscribe for under the Rights Issue, would be set-off on a dollar-to-dollar basis against the equivalent amount of the Shareholder’s Loans and accrued interest thereon on the completion date of the Rights Issue.
- (B) Terms defined in the Deed of Set-Off and the Supplemental Deeds shall, unless the context otherwise requires, bear the same meanings in this 4th Supplemental Deed of Set-Off.
- (C) The Parties to the Deed of Set-Off and hereto agree to enter into this 4th Supplemental Deed of Set-Off to amend the terms of the Deed of Set-Off (as supplemented by the Supplemental Deeds).

NOW IT IS HEREBY AGREED as follows:

1. **AMENDMENTS TO THE DEED OF SET-OFF AND THE SUPPLEMENTAL DEEDS**

It is agreed that the Deed of Set-Off Agreement (as supplemented by the Supplemental Deeds) is hereby amended in the following manners:

- 1.1 The following definitions set out in clause 2 of the Deed of Set-Off (as supplemented by the Supplemental Deeds) be amended and replaced as follows:

“Record Date” means Monday, 28 July 2025, or on such other date as the Company may determine;

2. **MISCELLANEOUS**

- 2.1 The Deed of Set-Off, the Supplemental Deeds and this 4th Supplemental Deed of Set-Off shall be read together and be deemed to constitute one single instrument and all references to the Deed of Set-Off (as supplemented by the Supplemental Deeds) in whatever terms in the Deed of Set-Off (as supplemented by the Supplemental Deeds) and any other document shall be read and construed as references to the Deed of Set-Off (as supplemented by the Supplemental Deeds) as amended, varied and supplemented by this 4th Supplemental Deed of Set-Off and as may from time to time, be further amended, varied, supplemented or novated.
- 2.2 Save as expressly amended or modified by this 4th Supplemental Deed of Set-Off, all the terms and conditions of the Deed of Set-Off (as supplemented by the Supplemental Deeds) shall continue to be binding on the parties thereto and remain in full force and effect.
- 2.3 None of the Parties may assign or transfer any of their rights or obligations under this 4th Supplemental Deed of Set-Off without the prior written consent of all other parties.
- 2.4 This 4th Supplemental Deed of Set-Off may be executed in one or more counterparts and by the Parties on different counterparts. Each counterpart shall constitute an original but all the counterparts shall together constitute one and the same agreement.
- 2.5 If at any time any provision of this 2nd Supplemental Deed of Set-Off is becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

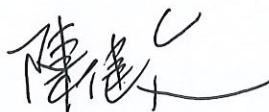
- 2.6 The Company and the Controlling Shareholder hereto acknowledge that they have obtained independent legal advice in connection with the negotiation and execution of this 4th Supplemental Deed of Set-Off, and further acknowledge and agree that they have read, understand, and agree to be bound by all of the terms and conditions contained herein.
- 2.7 Each party shall bear its own cost and expenses in connection with the preparation, negotiation and execution of this 4th Supplemental Deed of Set-Off.
- 2.8 This 4th Supplemental Deed of Set-Off is governed by and shall be construed in accordance with Hong Kong law. The Parties hereby agree to submit to the non-exclusive jurisdiction of the Hong Kong courts and waive any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.

In witness whereof the Parties have caused this 4th Supplemental Deed of Set-Off to be duly executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED BY
CHEN JIANWEN

in the presence of:

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SEALED WITH THE COMMON SEAL OF
BONJOUR HOLDINGS LIMITED
and signed by
on its behalf

in the presence of:

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5TH SUPPLEMENTAL DEED OF SET-OFF

THIS 5TH SUPPLEMENTAL DEED OF SET-OFF is made on this 4th day of July, 2025 is made by:-

- (1) **Chen Jianwen**, holder of Hong Kong Identity Card No. K953592(6) with residential address at A25 Regalia Bay, 88 Wong Ma Kok Road, Stanley, Hong Kong (the “**Controlling Shareholder**”); and
- (2) **Bonjour Holdings Limited**, a company incorporated in the Cayman Islands with limited liability whose registered office is at Windward 3, Regatta Office Park, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands and principal place of business in Hong Kong is at 12/F., Bonjour Tower, No. 36-50 Wang Wo Tsai Street, Tsuen Wan, Hong Kong (the “**Company**”).

(The Controlling Shareholder and the Company are collectively hereinafter referred to as the “**Parties**”, and each a “**Party**”).

RECITALS:-

- (A) By a deed of set-off dated 16 April 2025 (the “**Deed of Set-Off**”) as supplemented by the Supplemental Deed of Set-Off dated 13 May 2025 (the “**Supplemental Deed of Set-Off**”), the 2nd Supplemental Deed of Set-Off dated 3 June 2025 (the “**2nd Supplemental Deed of Set-Off**”), the 3rd Supplemental Deed of Set-Off dated 17 June 2025 (the “**3rd Supplemental Deed of Set-Off**”), the 4th Supplemental Deed of Set-Off dated 25 June 2025 (the “**4th Supplemental Deed of Set-Off**”), together with the Supplemental Deed of Set-Off, the 2nd Supplemental Deed of Set-Off and the 3rd Supplemental Deed of Set-Off, collectively, the “**Supplemental Deeds**”) the Parties agreed that the total amount of subscription monies payable by the Controlling Shareholder for the Rights Shares to which he is entitled to subscribe for under the Rights Issue, would be set-off on a dollar-to-dollar basis against the equivalent amount of the Shareholder’s Loans and accrued interest thereon on the completion date of the Rights Issue.
- (B) Terms defined in the Deed of Set-Off and the Supplemental Deeds shall, unless the context otherwise requires, bear the same meanings in this 5th Supplemental Deed of Set-Off.

- (C) The Parties to the Deed of Set-Off and hereto agree to enter into this 5th Supplemental Deed of Set-Off to amend the terms of the Deed of Set-Off (as supplemented by the Supplemental Deeds).

NOW IT IS HEREBY AGREED as follows:

1. **AMENDMENTS TO THE DEED OF SET-OFF AND THE SUPPLEMENTAL DEEDS**

It is agreed that the Deed of Set-Off Agreement (as supplemented by the Supplemental Deeds) is hereby amended in the following manners:

- 1.1 The following definitions set out in clause 2 of the Deed of Set-Off (as supplemented by the Supplemental Deeds) be amended and replaced as follows:

“**Record Date**” means Friday, 22 August 2025, or on such other date as the Company may determine;

2. **MISCELLANEOUS**

- 2.1 The Deed of Set-Off, the Supplemental Deeds and this 5th Supplemental Deed of Set-Off shall be read together and be deemed to constitute one single instrument and all references to the Deed of Set-Off (as supplemented by the Supplemental Deeds) in whatever terms in the Deed of Set-Off (as supplemented by the Supplemental Deeds) and any other document shall be read and construed as references to the Deed of Set-Off (as supplemented by the Supplemental Deeds) as amended, varied and supplemented by this 5th Supplemental Deed of Set-Off and as may from time to time, be further amended, varied, supplemented or novated.
- 2.2 Save as expressly amended or modified by this 5th Supplemental Deed of Set-Off, all the terms and conditions of the Deed of Set-Off (as supplemented by the Supplemental Deeds) shall continue to be binding on the parties thereto and remain in full force and effect.
- 2.3 None of the Parties may assign or transfer any of their rights or obligations under this 5th Supplemental Deed of Set-Off without the prior written consent of all other parties.
- 2.4 This 5th Supplemental Deed of Set-Off may be executed in one or more counterparts and by the Parties on different counterparts. Each counterpart shall constitute an original but all the counterparts shall together constitute one and the same agreement.

- 2.5 If at any time any provision of this 5th Supplemental Deed of Set-Off becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 2.6 The Company and the Controlling Shareholder hereto acknowledge that they have obtained independent legal advice in connection with the negotiation and execution of this 5th Supplemental Deed of Set-Off, and further acknowledge and agree that they have read, understand, and agree to be bound by all of the terms and conditions contained herein.
- 2.7. Each party shall bear its own cost and expenses in connection with the preparation, negotiation and execution of this 5th Supplemental Deed of Set-Off.
- 2.8 This 5th Supplemental Deed of Set-Off is governed by and shall be construed in accordance with Hong Kong law. The Parties hereby agree to submit to the non-exclusive jurisdiction of the Hong Kong courts and waive any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.

In witness whereof the Parties have caused this 5th Supplemental Deed of Set-Off to be duly executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED BY)
CHEN JIANWEN)

in the presence of:)



SEALED WITH THE COMMON SEAL OF)
BONJOUR HOLDINGS LIMITED)
and signed by)
on its behalf)

in the presence of:)



