

Dated 17 October 2025

CHINA KINGSTONE MINING HOLDINGS LIMITED
中國金石礦業控股有限公司
as the Issuer

and

Zhou Zicheng 周子程
as the Subscriber

**SUPPLEMENTAL DEED TO
THE SUBSCRIPTION AGREEMENT**



YTL LLP

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THIS SUPPLEMENTAL DEED is made on 17 October 2025

BETWEEN:

- (1) **CHINA KINGSTONE MINING HOLDINGS LIMITED** 中國金石礦業控股有限公司, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability whose registered office is situated at Victoria Place, 5th Floor, 31 Victoria Street, Hamilton HM10, Bermuda (the “**Issuer**”); and
- (2) **Mr. Zhou Zicheng** 周子程, holder of People's Republic of China identity card number: 110102198211221111, whose address is Room 101, Unit 1, 46th Floor, Tong Chang Zi Hu Tong, Dongcheng District, Beijing, China (the “**Subscriber**”),

each a “**Party**” and collectively, the “**Parties**”.

WHEREAS:

- (A) The Issuer is a company incorporated in the Cayman Islands and continued in Bermuda with limited liability and whose shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited (Stock Code: 1380). As at the date of this Supplemental Deed, the existing authorised share capital of the Issuer is HK\$1,500,000,000 divided into 150,000,000,000 shares of par value of HK\$0.01 each, of which 389,435,384 shares were in issue.
- (B) The Parties have agreed to vary, modify and supplement the terms of the subscription agreement dated 22 August 2025 entered into by the Parties (“**Subscription Agreement**”) in the manner set out hereinafter.
- (C) This Supplemental Deed is supplemental to the Subscription Agreement.

IT IS AGREED AS FOLLOWS:

1. Definitions and interpretation

- 1.1. Expressions defined in the Subscription Agreement shall, except as otherwise re-defined herein or unless there is something in the subject or context inconsistent therewith, have the same meanings when used in this Supplemental Deed.
- 1.2. The headings in this Supplemental Deed do not affect its interpretation.
- 1.3. Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender; words importing individuals shall be treated as importing corporations and vice versa; words importing the

singular shall be treated as importing the plural and vice versa; and words importing the whole shall be treated as including a reference to any part.

2. Purpose and effect

- 2.1. This Supplemental Deed is supplemental to the Subscription Agreement and is deemed to form part of the Subscription Agreement as if the provisions of this Supplemental Deed were separately set out in the Subscription Agreement. The provisions of this Supplemental Deed shall be read together as one document with, and where expressly stated, amend and modify the provisions of the Subscription Agreement. The Subscription Agreement shall henceforth be read and construed as supplemented, amended, and modified by this Supplemental Deed.
- 2.2. Save as expressly supplemented, amended, and modified by this Supplemental Deed, all clauses and provisions under the Subscription Agreement shall remain unchanged and in full force and effect and shall continue to be valid, effective and binding on the Parties.

3. Amendments

- 3.1. The definition of “Long Stop Date” in Clause 1.1 of the Subscription Agreement shall be deleted in its entirety and be substituted by the following:

“Long Stop Date” means 15 November 2025 (or such other date as may be agreed between the Parties in writing);

4. Miscellaneous

- 4.1 Each Party shall pay its own legal, accountancy, and other costs arising out of and in connection with this Supplemental Deed.
- 4.2 This Supplemental Deed may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall constitute one and the same binding agreement between the Parties.
- 4.3 Unless expressly provided to the contrary in this Supplemental Deed, a person who is not a Party hereto has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Supplemental Deed.
- 4.4 Should there be any discrepancy between this Supplemental Deed and the Subscription Agreement, this Supplemental Deed shall prevail.

- 4.5 This Supplemental Deed is governed by and shall be construed in accordance with the laws of Hong Kong.
- 4.6 Any dispute, controversy, difference or claim arising out of or relating to this Supplemental Deed, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules ("**Rules**") in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The arbitral tribunal ("**Tribunal**") shall be composed of one arbitrator. The claimant and the respondent shall designate the arbitrator, within 30 days of the receipt by the respondent of a copy of the Notice of Arbitration. If the claimant and the respondent fail to designate the arbitrator in accordance with the above, the appointment shall be made, upon request by a party, by the HKIAC Council in accordance with the Rules. The arbitration proceedings shall be conducted in English. The decisions and awards of the Tribunal shall be final and binding and shall be enforceable in any court of competent jurisdiction.
- 4.7 Each Party irrevocably agrees that the courts of Hong Kong shall have non-exclusive jurisdiction in relation to any claim, dispute or difference concerning this Supplemental Deed and any matter arising therefrom.

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The Subscriber

SIGNED, SEALED AND DELIVERED
as a **DEED** by Zhou Zicheng

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周子程

L.S.

in the presence of:

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Witness Signature

ZHAO DIAN

Witness Name

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Address

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