

DATED 29 AUGUST 2025

GOFINTECH QUANTUM INNOVATION LIMITED

AND

DR. LIU ZHIWEI

**SECOND SUPPLEMENTAL AGREEMENT
to the
LOAN CAPITALISATION AGREEMENT**

DATED 29 APRIL 2025

THIS SECOND SUPPLEMENTAL AGREEMENT is made on the 29th day of August 2025 (the "**Second Supplemental Agreement**").

BETWEEN:

- (1) **GOFINTECH QUANTUM INNOVATION LIMITED**, an exempted company incorporated with limited liability in the Cayman Islands (Company Number: 107017), with its registered address located at P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands and its principal place of business in Hong Kong located at Units No. 4102-06, 41/F COSCO Tower, 183 Queen's Road Central, Hong Kong (the "**Company**"); and
- (2) **DR. LIU ZHIWEI**, a permanent resident of Hong Kong with HKID Number: R803217(2), and resided at Flat B 17/F, Belgravia, 57 South Bay Road, Hong Kong (the "**Lender**").

(together the "**Parties**", and each a "**Party**").

WHEREAS:

- (A) The Company and the Lender entered into a loan capitalisation agreement dated 29 April 2025 (the "**Loan Capitalisation Agreement**"), pursuant to which, pursuant to which the Lender (as the subscriber) has conditionally agreed to subscribe (for himself or his nominee) for, and the Company has conditionally agreed to allot and issue, 458,769,789 Capitalisation Shares, at the issue price of HK\$1.28 per Capitalisation Share. The consideration of the allotment and issue of the Capitalisation Shares in the amount of approximately HK\$587.225 million shall be settled by means of offsetting against the outstanding loan amount owed to the Lender in the amount of approximately HK\$587.225 million.
- (B) On 7 July 2025, the parties hereto enter into a supplemental agreement to the Loan Capitalisation Agreement dated 7 July 2025 (the "**Supplemental Agreement**") to vary the terms of the Loan Capitalisation Agreement on the terms and conditions set out therein.
- (C) The Company and the Lender have agreed to amend and vary certain terms of the Loan Capitalisation Agreement by way of this Second Supplemental Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

- (A) In this Second Supplemental Agreement, all words and expressions defined in the Loan Capitalisation Agreement shall have the same meanings in this Second Supplemental Agreement except to the extent that they are expressly varied by this Second Supplemental Agreement.
- (B) Each of the parties hereto hereby agrees and consents to the making of the amendment described in Clause 2 hereinbelow.
- (C) Any reference in the Loan Capitalisation Agreement or in any related agreement or document to any provision of the Loan Capitalisation Agreement shall, unless

the context otherwise requires, be construed as a reference to such provision as the same has been amended pursuant to the provisions of this Second Supplemental Agreement or may otherwise have been, or from time to time be, amended or supplemented.

(D) **"Effective Date"** means 31 August 2025.

2. Amendment and Variation of Terms

2.1 The Parties agree that with effect from and on the Effective Date, the following amendment and variation to the terms and conditions of the Loan Capitalisation Agreement shall be made.

(a) Clause 3.2 of the Loan Capitalisation Agreement be deleted in its entirety and replaced by the following:

"In the event that any of the above conditions shall not have been fulfilled (or waived, if applicable) prior to 30 September 2025 or such later date which may be agreed by the Company and the Lender in writing, this Agreement shall terminate and cease to be of any effect. Neither of the parties shall have any claim against each other save for any liability arising out of any antecedent breach hereof."

2.2 The Parties agree that, without limiting the generality of the provisions of Clause 2.1 of this Supplemental Agreement, with effect from the Effective Date, this Second Supplemental Agreement shall be construed as forming part of the Loan Capitalisation Agreement and this Second Supplemental Agreement when read with the Loan Capitalisation Agreement shall be construed as one and the same instrument, with full effect given to the amendments contemplated under this Second Supplemental Agreement.

2.3 The Parties further agree that save and except expressly amended and varied by the provisions of this Second Supplemental Agreement, all of the terms and conditions of the Loan Capitalisation Agreement will remain in full force and effect in all respects to the extent that they are not inconsistent with the provisions herein contained.

2.4 This Second Supplemental Agreement does not release any Party from any breaches of the Loan Capitalisation Agreement existing at the date of this Second Supplemental Agreement or affect any existing rights that have accrued under the Loan Capitalisation Agreement prior to the date of this Second Supplemental Agreement.

2.5 Upon this Second Supplemental Agreement becoming effective, the Supplemental Agreement shall be terminated and ceased to be effective and this Second Supplemental Agreement shall be construed as forming part of the Loan Capitalisation Agreement and this Second Supplemental Agreement when read with the Loan Capitalisation Agreement shall be construed as one and the same instrument.

3. Governing law and interpretation

This Second Supplemental Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong.

4. Third Party Rights

No person (being a natural person or legal entity), other than the Parties has, or may or will have, any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce, make or pursue any claim, or enjoy any benefit under any provisions of this Second Supplemental Agreement. Application of the Contracts (Rights of Third Parties) Ordinance is hereby expressly excluded.

5. Counterparts

This Second Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

[the remaining part of this page is blank]

IN WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

SIGNED by)
)
duly authorised for and on behalf of)
)
GOFINTECH QUANTUM INNOVATION)
LIMITED)
)

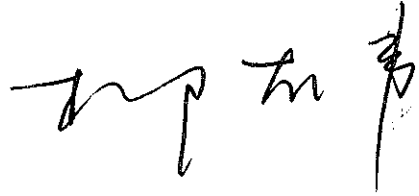
For and on behalf of
GoFintech Quantum Innovation Limited
國富量子創新有限公司

.....
Authorized Signature(s)

SIGNED by

DR. LIU ZHIWEI

)
)
)
)
)

A handwritten signature in black ink, appearing to be 'Liu Zhiwei' in a stylized cursive script.