

Dated the 21st day of February 2024

CA CULTURAL TECHNOLOGY GROUP LIMITED
(華夏文化科技集團有限公司)

AND

KYOSEI BANK CO., LTD.

**SUPPLEMENTAL AGREEMENT TO
SUBSCRIPTION AGREEMENT**

relating to 530,800,000 new ordinary shares of HK\$0.01 each in the share capital of
CA Cultural Technology Group Limited
(after completion of the Capital Reorganisation)

THIS SUPPLEMENTAL AGREEMENT is made on the 21st day of February 2024

BETWEEN:

- (1) **CA CULTURAL TECHNOLOGY GROUP LIMITED (華夏文化科技集團有限公司)**, an exempted company incorporated in the Cayman Islands with registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and a registered non-Hong Kong company having its principal place of business in Hong Kong at Suites 2905, 29/F China Resources Building, 26 Harbour Road, Wanchai, Hong Kong, whose shares are listed on The Stock Exchange of Hong Kong Limited with stock code 1566 (**Company**); and
- (2) **KYOSEI BANK CO., LTD.**, a company established under the laws of Japan and having its registered office at 5F, 7th Akiyama Building, 5-3 Kojimachi, Chiyoda Ku, Tokyo, Japan (**Subscriber**).

(Company and Subscriber are collectively referred to as **Parties**, or individually as a **Party**.)

WHEREAS:

- (A) By a subscription agreement (**Share Subscription Agreement**) dated 26 January 2023 and entered into between the Company and the Subscriber, the Subscriber agreed to subscribe for (or procure its nominee to subscribe for), and the Company agreed to allot and issue, 530,800,000 new shares at the subscription price of HK\$0.1772 per subscription share, or the aggregate subscription price of HK\$94,057,760 on the terms and subject to the conditions set out in the Share Subscription Agreement.
- (B) The Company and the Subscriber have agreed to vary and supplement certain terms of the Share Subscription Agreement as set out in this supplemental agreement (**Supplemental Agreement**) subject to the following terms and conditions.

NOW IT IS HEREBY AGREEED as follows:

1. INTERPRETATION

- 1.1 In this Supplemental Agreement and unless the context otherwise requires, terms used and defined in the Share Subscription Agreement shall have the same meanings when used herein.
- 1.2 Reference to a Clause, unless the context otherwise requires, shall be construed as the respective clause of the Share Subscription Agreement.

2. AMENDMENTS TO THE SHARE SUBSCRIPTION AGREEMENT

- 2.1 The existing Clause 3.2 of the Share Subscription Agreement shall be deleted in its entirety and be substituted by the following Clause 3.2:

“3.2 Neither the Company nor the Subscriber shall have the right to waive the conditions precedent set out in Clauses 3.1 of this Agreement. In the event that any of the conditions above are not fulfilled on or before 30 November 2024 or such later date as the Parties may from time to time agree in writing (the **Long Stop Date**), this Agreement and everything contained in it shall terminate and be null and void and of no further effect and neither of the Parties shall have any liability to any other Party, save for any antecedent breach(es) of any obligation under this Agreement.”

3. GENERAL

- 3.1 Subject only to the variation herein contained and such other alterations (if any) as may be necessary to make the Share Subscription Agreement consistent with this Supplemental Agreement, the Share Subscription Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Supplemental Agreement were inserted therein by way of addition or substitution, as the case may be.

4. COSTS

- 4.1 Each party shall bear its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Supplemental Agreement.

5. COUNTERPARTS

- 5.1 This Supplemental Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of parties hereto may execute this Supplemental Agreement by signing any such counterparts.

6. LAW AND JURISDICTION

- 6.1 This Supplemental Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"). The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong as regards any claim or matter arising under this Supplemental Agreement.
- 6.2 Nothing in this Supplemental Agreement shall limit the right of a Party to take proceedings against the other Party in any other court of competent jurisdiction, nor shall the taking of proceedings by any Party in one or more jurisdictions

preclude the taking of proceedings by the other in any other jurisdiction, whether concurrently or not.

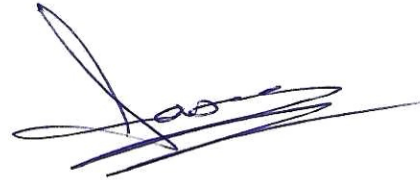
7. RIGHTS OF THIRD PARTIES

7.1 The Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) shall not apply to this Supplemental Agreement and no person other than the Parties hereto shall have any rights under it.

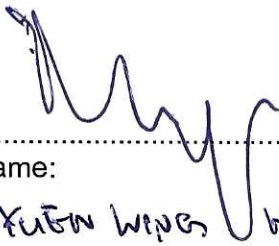
IN WITNESS WHEREOF the Parties have executed this Supplemental Agreement on the date first above written.

THE COMPANY

SIGNED by Chong Heung Chung Jason)
)
for and on behalf of)
CA CULTURAL TECHNOLOGY)
GROUP LIMITED)
(**華夏文化科技集團有限公司**))
in the presence of:)



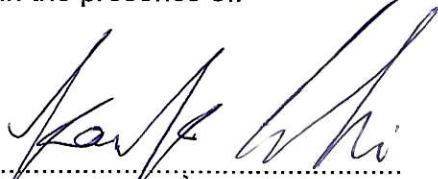
.....
Title: Director


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Name:
YUEN WING HUNG

THE SUBSCRIBER

SIGNED by Yanase Kenichi

for and on behalf of
KYOSEI BANK CO., LTD.
in the presence of:


Name: Hiroshi KANEKO

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Title: President