

Dated the 21<sup>st</sup> 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.**

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**SUPPLEMENTAL AGREEMENT TO  
THE SUBSCRIPTION AGREEMENT**

relating to  
HK\$160,942,240 zero coupon  
Convertible Bonds due 2026 issued by  
CA Cultural Technology Group Limited

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THIS SUPPLEMENTAL AGREEMENT is made on the 21<sup>st</sup> 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 (**CB Subscription Agreement**) dated 26 January 2023 and entered into between the Company and the Subscriber, the Company shall, on the Closing Date, issue the HK\$ convertible bonds due 2026 in the aggregate principal amount of HK\$160,942,240 zero coupon (**Bonds**) to the Subscriber at the issue price equal to 100% of the principal amount of the Bonds in accordance with the terms of the CB Subscription Agreement.
- (B) The Company and the Subscriber have agreed to vary and supplement certain terms of the CB 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 CB 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 CB Subscription Agreement.

## **2. AMENDMENTS TO THE CB SUBSCRIPTION AGREEMENT**

- 2.1 The meaning of the expression “Long Stop Date” in the existing Clause 1.1 of the CB Subscription Agreement shall be deleted in its entirety and be substituted by the following meaning:

“**Long Stop Date** means 30 November 2024 (or such later date as the Company and the Subscriber may agree in writing);”

### 3. GENERAL

- 3.1 Subject only to the variation herein contained and such other alterations (if any) as may be necessary to make the CB Subscription Agreement consistent with this Supplemental Agreement, the CB 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.

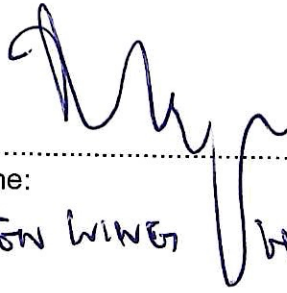
IN WITNESS WHEREOF the Parties have executed this Supplemental Agreement on the date first above written.

**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

  
.....  
Name:  
YUFAN WANG Yufan Wang

**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