Dated the 15th day of June 2026

SINOFORTUNE FINANCIAL HOLDINGS LIMITED
(as "**Company**")

and

WANG JIAWEI
(as "**Subscriber**")

SUBSCRIPTION AGREEMENT
relating to new shares in the capital of
SINOFORTUNE FINANCIAL HOLDINGS LIMITED

Messrs. Tso Au Yim & Yeung
Solicitors
Room 2102, 21st Floor, Hong Kong Trade Centre,
161-167 Des Voeux Road Central,
Hong Kong.
Tel. No. : 2527 3780
Fax. No. : 2537 3477
Ref. No. : CP/2612583/COM

THIS AGREEMENT is dated the 15th day of June 2026

PARTIES:

1. **SINOFORTUNE FINANCIAL HOLDINGS LIMITED**, a company incorporated in the Cayman Islands and having its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and its principal place of business in Hong Kong at 16th Floor, CMA Building, 64-66 Connaught Road Central, Hong Kong (the "**Company**"); and

2. **WANG JIAWEI**, holder of Hong Kong Identity Card Number M000605(5) of House No.21 of Locarno Avenue, Valais II, Valais, No.33 Kwu Tung Road, Sheung Shui, New Territories, Hong Kong(the "**Subscriber**").

WHEREAS:

1. As at the date of this Agreement, the Company has an authorised share capital of HK$100,000,000 made up of 10,000,000,000 Shares, of which a total of 129,149,302 Shares are issued and listed and traded on GEM under stock code 8123.

2. The Subscriber is the chairman, an executive director and the chief executive officer of the Company and as at the date of this Agreement, the Subscriber holds 35,389,932 Shares representing approximately 27.40% of the entire issued share capital of the Company.

3. As at the date of this Agreement, a party acting in concert with the Subscriber (namely the Subscriber's parent) holds 2,418,610 Shares representing approximately 1.87% of the entire issued share capital of the Company.

4. As at the date of this Agreement, the Group is justly indebted to the Subscriber in the aggregate amount of HK$21,549,900 (made up of the sum of HK$4,500,000 and RMB14,826,000 and at the agreed exchange rate of RMB1 to HK$1.15) of unsecured interest free loans (collectively, the "**Outstanding Sums**") as more particularly set out in the Schedule.

5. The Company has conditionally agreed to issue, and the Subscriber has conditionally agreed to subscribe for, the Subscription Shares under the Specific Mandate, pursuant to the terms and conditions as more particularly set out in this Agreement.

6. This Agreement and the transactions contemplated herein will constitute a connected transaction under the GEM Listing Rules and the Company will convene and hold the EGM to consider and, if thought fit, approve by the Independent Shareholders of this Agreement and the transactions contemplated hereunder, including the granting of the Specific Mandate for the allotment and issue of the Subscription Shares to the Subscriber.

7. Subject to the approval by the Independent Shareholders of this Agreement and the transactions contemplated hereunder, including the granting of the Specific Mandate for

the allotment and issue of the Subscription Shares to the Subscriber in the EGM, application shall be made to the Stock Exchange by the Company for listing of, and permission to deal in, the Subscription Shares.

THE PARTIES AGREE THAT:

1. INTERPRETATION

1.1 **Definitions:** In this Agreement (including the Recitals above), the following expressions shall, unless the context requires otherwise, have the following meanings:-

"Agreement"	this subscription agreement as amended or varied from time to time by an agreement in writing duly executed by the Parties;
"acting in concert"	has the meaning ascribed to it in the Takeovers Code;
"Business Day"	has the meaning ascribed to it in GEM Listing Rules;
"Completion Date"	the three (3) Business Days after the date upon which all the conditions set out in Clause 3.1 have been satisfied or such other date as the Company and the Subscriber may agree in writing;
"Completion"	completion of the Subscription in accordance with Clause 4;
"EGM"	the extraordinary general meeting of the Company to be convened and held to consider and, if thought fit, approve this Agreement and the transactions contemplated hereunder, including the granting of the Specific Mandate for the allotment and issue of the Subscription Shares to the Subscriber;
"GEM"	the GEM operated by the Stock Exchange;
"GEM Listing Rules"	the rules governing the listing of securities on GEM made by the Stock Exchange from time to time;
"Group"	the Company and its subsidiaries;
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China;
"HK$"	Hong Kong dollar, the lawful currency of Hong Kong;

"Independent Shareholders"	Shareholders other than those who are required under the GEM Listing Rules to abstain from voting at the EGM for the resolution(s) approving this Agreement and the transactions contemplated hereunder, including the granting of the Specific Mandate for the allotment and issue of the Subscription Shares to the Subscriber;
"Long Stop Date"	30 September 2026 or such other date as may be agreed between the Company and the Subscriber;
"Outstanding Sums"	has the meaning ascribed to it in Recital 4, particulars of which are set out in the Schedule;
"Parties"	the Company and the Subscriber and each a "**Party**";
"PRC"	the People's Republic of China;
"RMB"	Renminbi, the lawful currency of PRC;
"SFC"	the Securities and Futures Commission of Hong Kong;
"SFO"	the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong;
"Shares"	ordinary shares with a par value of HK$0.01 each in the capital of the Company;
"Shareholders"	holders of Shares;
"Specific Mandate"	the specific mandate to be obtained from the Independent Shareholders at the EGM to allot and issue the Subscription Shares to the Subscriber pursuant to this Agreement;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"Subscription"	the subscription by the Subscriber for the Subscription Shares on the terms and subject to the conditions set out in this Agreement;
"Subscription Price"	HK$0.10 per Subscription Share (subject to automatic adjustment as a result of any corporate action taken by the Company including but not limited to any sub-division or consolidation, etc. of the Shares);

"Subscription Shares"	215,499,000 new Shares (subject to automatic adjustment as a result of any corporate action taken by the Company including but not limited to any sub-division or consolidation, etc. of the Shares); and
"Takeovers Codes"	the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC from time to time.

1.2 **Construction: In this Agreement:**

(a) references in this Agreement to persons include references to bodies corporate and references to the singular include references to the plural and vice versa;

(b) references to Recitals, Clauses and Schedules are to the recitals, clauses and schedules of this Agreement; and

(c) in this Agreement, (save as otherwise expressly stated herein) references to any statute, statutory provision or GEM Listing Rules includes a reference to that statute, statutory provision or GEM Listing Rules as from time to time amended, extended or re-enacted.

1.3 **Headings:** Headings are for convenience only and shall not affect the interpretation of this Agreement.

2. <u>SUBSCRIPTION</u>

2.1 Subject to fulfillment of the conditions, the Subscriber agrees to subscribe as principal for the Subscription Shares and the Company agrees to issue the Subscription Shares at the Subscription Price under the Specific Mandate on the Completion Date on the terms and subject to the conditions set out in this Agreement.

2.2 The Parties hereby agree that in the event the Company shall take any corporate action including but not limited to any sub-division or consolidation, etc. of the Shares prior to Completion, the Subscription Price and the number of Subscription Shares to be subscribed by the Subscriber shall be automatically adjusted on a pro-rata basis to reflect on the changes in the number of issued shares of the Company resulted in the corporate action taken by the Company.

2.3 The Parties agree that the aggregate Subscription Price of the Subscription Shares payable by the Subscriber to the Company at Completion shall be fully settled by the Subscriber with the Company by setting off the full amount of the Outstanding Sums owing by the Group to the Subscriber absolutely at Completion.

2.4 For the purpose of settlement of the Subscription Price, the Parties agree that the exchange rate for RMB1 shall equivalent to HK$1.15.

3. CONDITIONS

3.1 **Conditions:** Completion is conditional upon fulfillment of the following conditions precedent:-

(a) the approval of this Agreement and the transactions contemplated hereunder by the board of directors of the Company;

(b) the approval of this Agreement and the transactions contemplated hereunder, including the granting of the Specific Mandate for the allotment and issue of the Subscription Shares to the Subscriber, by the Independent Shareholders at the EGM;

(c) all other necessary consents and approvals required to be obtained from the relevant governmental authorities and regulatory bodies on the part of the Company and/or the Subscriber, if any, for this Agreement and the transactions contemplated hereunder, having been obtained and remain in full force and effect;

(d) the Listing Committee of the Stock Exchange granting listing of and permission to deal in the Subscription Shares; and

(e) there has been no material breach of any warranties or agreements by any Party prior to Completion.

3.2 **Fulfilment:** The Company and the Subscriber shall each use their respective best endeavours to procure the fulfilment of the conditions set out in Clause 3.1 and in particular shall furnish such information, supply such documents, pay such fee, give such undertakings and do all such acts and things as may reasonably be required by each other, the Stock Exchange and/or SFC in connection with the fulfilment of such conditions.

3.3 **Non-Fulfilment:** The Company shall use its reasonable efforts to keep the Subscriber informed of the expected Completion Date. If the conditions set out in Clause 3.1 are not fulfilled by 4:00 p.m. (Hong Kong time) on or prior to the Long Stop Date, this Agreement shall terminate and neither Party shall have any claim against the other for costs, damages, compensation or otherwise save in respect of any antecedent breach of this Agreement which shall remain in full force and effect.

4. COMPLETION OF THE SUBSCRIPTION

4.1 **Company's Obligations:** Subject to the fulfilment of the conditions set out in Clause 3.1 and subject to the performance by the Subscriber of its obligations under Clause 4.2, completion of the Subscription shall take place at the office of the Company at or before 3:00 p.m. (Hong Kong time) on the Completion Date or such other time as the Parties may agree, at which time the Company shall:

(a) deliver to the Subscriber a copy of the resolution of the Company authorizing the entering and performance of this Agreement and the allotment and issuance of the Subscription Shares to the Subscriber certified as true by a director of the Company; and

(b) allot and issue to the Subscriber the Subscription Shares and shall promptly thereafter register the Subscriber as the holder of the Subscription Shares and shall cause to be delivered to the Subscriber definitive certificates of title in respect of the Subscription Shares in the name of the Subscriber.

4.2 **Subscriber's Obligations:** At or before 3:00 p.m. (Hong Kong time) on the Completion Date, the Subscriber shall settle the aggregate Subscription Price of the Subscription Shares with the Company fully in accordance with Clause 2.3 above.

5. WARRANTIES AND ACKNWOLEDGEMENT OF THE COMPANY

5.1 **Warranties:** In consideration of the Subscriber entering into this Agreement and agreeing to perform his obligations hereunder, the Company hereby warrants to the Subscriber as follows:

(a) the Company is duly incorporated and validly exists under the laws of the place of its incorporation with power to conduct its business in the manner presently conducted and the information contained in Recital 1 is true and accurate;

(b) subject to the fulfilment of the condition set out in Clauses 3.1(a) to (d), all necessary consents and authorisations have been obtained to enable the Company to issue and allot the Subscription Shares, the Company has power under its constitutional documents to enter into this Agreement and this Agreement is duly authorised and when duly executed shall constitute valid and legally binding and enforceable obligations of the Company; and

(c) the Subscription Shares shall, when issued to the Subscriber, be fully paid and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the Shares then in issue and listed on the Stock Exchange;

each of the above warranties shall be deemed to be repeated on the Completion Date.

5.2 **Indemnity:** The Company agrees to indemnify and hold harmless the Subscriber from and against all claims, losses, expenses and other liabilities incurred by the Subscriber in connection with any breach of this Agreement by the Company, including without limitation, any breach of the warranties under Clause 5.1.

5.3 **Acknowledgement:** The Company acknowledges that upon Completion, the Subscriber and parties acting in concert with him will hold 30% or more of the voting rights of the

Company resulting in the Subscriber and parties acting in concert with him the obligation to extend a mandatory offer for all the equity share capital of the Company other than those already owned by the Subscriber and parties acting in concert with him pursuant to and in accordance with the requirements and provisions of the Takeovers Codes.

5.4 **Full Force and Effect:** Clauses 5.1 and 5.2 shall remain in full force and effect notwithstanding Completion.

6. WARRANTIES, ACKNOWLEDGEMENT AND UNDERTAKING OF THE SUBSCRIBER

6.1 **Warranties:** In consideration of the Company entering into this Agreement and agreeing to perform its obligations hereunder, the Subscriber hereby warrants to the Company that save as disclosed in Recitals 2 and 3, the Subscriber and the party acting in concert with him do not have any other direct or indirect interest in any Shares or other convertible securities in the Company, whether directly or indirectly and the warranty under this Clause 6.1 shall be deemed to be repeated on the Completion Date.

6.2 **Acknowledgement:** The Subscriber acknowledges that upon Completion, he and parties acting in concert with him will hold 30% or more of the voting rights of the Company resulting in the Subscriber and parties acting in concert with him the obligation to extend a mandatory offer for all the equity share capital of the Company pursuant to and in accordance with the provisions of the Takeovers Codes.

6.3 **Undertaking by the Subscriber:** The Subscriber undertakes with the Company:

(a) to accept the Subscription Shares subject to the constitutional documents of the Company; and

(b) that following Completion, he shall by himself and procuring the parties acting in concert with him extend a mandatory offer for all the equity share capital of the Company other than those already owned by the Subscriber and parties acting in concert with him pursuant to and in accordance with the requirements and provisions of the Takeovers Codes.

6.4 **Indemnity:** The Subscriber agrees to indemnify and hold harmless the Company from and against all claims, losses, expenses and other liabilities incurred by the Company in connection with any breach of this Agreement by the Subscriber, including without limitation, any breach of the warranties and undertakings under Clauses 6.1 and 6.3.

6.5 **Full Force and Effect:** Clauses 6.1, 6.3 and 6.4 shall remain in full force and effect notwithstanding Completion.

7. ANNOUNCEMENTS AND CIRCULAR

The Subscriber hereby authorises the release for publication of any announcement and the issue of a circular following the signing of this Agreement in compliance with the GEM Listing Rules and to convene the EGM. Save as otherwise required by the Stock Exchange, the SFC or required under the SFO, neither Party shall make any public announcement or communication other than the Announcement in relation to the Subscription without the prior approval of the other Party.

8. TIME OF THE ESSENCE

Any date or period mentioned in any Clause may be extended by mutual agreement between the Parties, but, as regards any date or period originally fixed or any date or period so extended as aforesaid, time shall be of the essence.

9. NOTICES

9.1 **Addresses:** All notices delivered hereunder shall be in writing and shall be communicated to the following addresses:

If to the Company, to:

Address	:	16th Floor, CMA Building, 64-66 Connaught Road Central, Hong Kong
Facsimile	:	+ (852) 2865-3888
Attention	:	Board of directors

If to the Subscriber, to:

Address	:	House No.21 of Locarno Avenue, Valais II, Valais, No.33 Kwu Tung Road, Sheung Shui, New Territories, Hong Kong

9.2 **Service:** Any such notice shall be served either by hand or by facsimile. Any notice shall be deemed to have been served, if served by hand, when delivered, and if sent by facsimile on receipt of confirmation of transmission. Any notice received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

10. EXPENSES

Each Party shall pay any SFC transaction levy, Stock Exchange trading fee and any other levy or fee payable by it under the GEM Listing Rules, and each Party shall be solely responsible for its other costs (including legal fees) and expenses in connection with this Agreement.

11. FURTHER ASSURANCE

Each Party undertakes to execute and perform and procure the execution and performance of such further documents and acts as the other Party may reasonably require to give effect to the provisions of this Agreement.

12. <u>COUNTERPARTS</u>

This Agreement may be executed by the Parties in counterparts.

13. <u>NO THIRD-PARTY RIGHT</u>

Unless expressly provided to the contrary in this Agreement, a third party who is not a Party 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 Agreement. Notwithstanding any term of this Agreement, the consent of any third party who is not a Party is not required to rescind or vary this Agreement at any time.

14. <u>GOVERNING LAW</u>

This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in connection herewith.

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THE SCHEDULE

Details of the Outstanding Sums

Lender	Borrower	Date of the Loan	Amount of the Loan
The Subscriber	The Company	31 October 2025	HK$2,000,000
The Subscriber	The Company	30 December 2025	HK$1,000,000
The Subscriber	深圳華億生物科技集團有限公司	16 January 2026	RMB10,000,000
The Subscriber	The Company	30 January 2026	HK$1,000,000
The Subscriber	The Company	2 March 2026	HK$500,000
The Subscriber	深圳華億生物科技集團有限公司	16 March 2026	RMB500,000
The Subscriber	深圳華億生物科技集團有限公司	1 June 2026	RMB4,326,000

EXECUTION PAGE

AS WITNESS the hands of the duly authorised representatives of the Parties on the day and the year first before written.

SIGNED by **LAI YUK MUI**,)
)
executive director, for and on behalf of)
)
SINOFORTUNE FINANCIAL)
)
HOLDINGS LIMITED in the presence of:)

TSO HON SAI BOSCO
Solicitor, Hong Kong SAR
of Messrs. Tso Au Yim & Yeung, Solicitors.

SIGNED by **WANG JIAWEI**)
)
in the presence of:)

TSO HON SAI BOSCO
Solicitor, Hong Kong SAR
of Messrs. Tso Au Yim & Yeung, Solicitors.