

MASTER MUTUAL SUBCONTRACTING AGREEMENT

This Agreement is made on the 29th of May 2026

BETWEEN:

- (1) Luen Thai Overseas Limited, a company incorporated in the Bahamas, with its registered office situated at Winterbotham Place, Marlborough & Queen Streets, Nassau, New Providence, Bahamas ("**LTO**"); and
- (1) Shangtex HK, a company incorporated in the Hong Kong Special Administrative Region of the People's Republic of China, with its registered office situated at Unit 1, 29/F., Oriental International Tower, 1018 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong ("**Shangtex HK**").

WHEREAS:

- A. LTO and its subsidiaries (collectively referred to as the "**LTO Group**") are engaged in the manufacturing and trading of apparel and accessories.
- B. Shangtex HK (together with its subsidiaries are collectively referred to as the "**Shangtex HK Group**") is principally engaged in the manufacturing and trading of apparel and accessories.
- C. The parties intends to enter into a mutual arrangement for the provision of subcontracting services for the manufacturing of apparel products ("**Services**") from time to time pursuant to the terms of this Agreement. Either party may act as the "**Principal**" (the party engaging the Services) or the "**Subcontractor**" (the party providing the Services).

IT IS HEREBY AGREED:

1. The term of this Agreement shall commence on 1 July 2026 or the date on which the Company obtains the independent shareholders' approval (whichever is the later), and shall end on 31 December 2028. Upon this Agreement becoming unconditional, the master subcontracting agreement entered into between LTO and Shangtex HK dated 30 June 2025 shall be superseded in its entirety.
2. During the term of this Agreement, each party shall provide the Services to the other party on a non-exclusive basis pursuant to separate and definitive subcontracting agreement(s) to be entered into between member(s) of the LTO Group (as Principal or Subcontractor, as the case may be) and member(s) of the Shangtex HK Group (as Principal or Subcontractor, as the case may be) from time to time during the term of this Agreement ("**Subcontracting Agreement(s)**").
3. Each Subcontracting Agreement shall provide, among others, the exact quantity, specifications and quality requirements of the finished or semi-finished apparel products ("**Products**"), the place and date of delivery, the price for each unit, the service fee payable by the Principal to the Subcontractor ("**Service Fee**"), the payment terms and other terms and conditions to be mutually agreed between the parties, provided always that:-
 - (a) the Service Fee shall be negotiated on an arm's length basis and charged on a similar basis as the Principal transacts business with other independent third party subcontractors for similar services in relation to similar products in terms of specifications, particulars and complexity, provided that (i) in case the LTO Group is

- the Subcontractor, the Service Fee payable by the Shangtex HK Group shall not in any event be lower than the prevailing market rate for providing such Services; (ii) in case the LTO Group is the Principal, the Service Fee payable to the Shangtex HK Group shall not in any event be higher than the prevailing market rate for providing such Services; and (iii) the LTO Group shall not be obliged to accept any fee quoted by the Shangtex HK Group;
- (b) the Principal shall settle all Service Fees payable to the Subcontractor within [30] days from the last day of each calendar month in respect of the finished or semi-finished apparel products delivered during that calendar month;
 - (c) all raw materials for the Products shall be provided by the Principal to the Subcontractor, and the Subcontractor shall further process the raw materials into semi-finished products or finished products in accordance with the design and specifications provided by the Principal under the Subcontracting Agreement;
 - (d) notwithstanding the aforesaid, each Subcontracting Agreement shall be on normal commercial terms, negotiated on an arm's length basis between the LTO Group and the Shangtex HK Group, and the terms and conditions shall be no less favourable to the LTO Group than (i) those provided to independent third party principals for similar products (in case the LTO Group is the Principal), or (ii) those provided by Shangtex HK Group to independent third party subcontractors for similar products (in case the LTO Group is the Subcontractor); and
 - (e) each Subcontracting Agreement shall be in compliance with the provisions of this Agreement.
4. Shangtex HK hereby represents and warrants to LTO that the Service Fee payable to/by (as the case may be) the LTO Group under each Subcontracting Agreement shall be no less favourable to the LTO Group than those offered by Shangtex HK Group to independent third party subcontractors/principals (as the case may be) for similar services in relation to similar products in terms of specifications, particulars and complexity. Upon request by LTO, Shangtex HK shall provide documentary evidence satisfactory to LTO to prove that the Service Fee under a proposed Subcontracting Agreement is no less favourable to LTO Group than those offered by the Shangtex HK Group to independent third party subcontractors/principals (as the case may be).
 5. For the avoidance of doubt, the LTO Group shall not be bound (a) to provide the Services to the Shangtex HK Group and is free to provide the Services to any other independent third-party customers during the term of this Agreement, or (b) to engage the Shangtex HK Group to provide the Services and is free to engage any other independent third-party subcontractors to provide the Services during the term of this Agreement.
 6. The parties acknowledge that the transactions contemplated under this Agreement constitute continuing connected transactions for Luen Thai Holdings Limited (Stock Code 311) ("**LTH**") under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited ("**Listing Rules**") and agree that (a) this Agreement shall be subject to and conditional upon LTH's compliance of the Listing Rules in respect of continuing connected transactions (including but not limited to obtaining the approval of independent shareholders), and (b) the LTO Group may at any time suspend its performance of any of its obligations hereunder until full compliance with the relevant Listing Rules.
 7. The parties hereby agree that, upon this Agreement becoming unconditional, the Master

Subcontracting Agreement made between the parties and dated 30 June 2025 shall be superseded in its entirety and shall be of no further force or effect with respect to any Subcontracting Agreements entered into after the commencement date of this Agreement, provided that nothing herein shall affect any subsisting Subcontracting Agreement previously entered into between members of the LTO Group and the Shangtex HK Group pursuant to the Master Subcontracting Agreement.

8. Every notice and communication between the parties shall be in writing and in English and shall be sent by facsimile or delivered by hand or sent by courier to the following addresses of the parties, unless otherwise notified by the receiving party to the other parties in writing at least seven (7) days in advance of the change of address:

To LTO:

Address: Rooms 1001-1005, 10/F, Nanyang Plaza, 57 Hung To Road, Kwun Tong, Kowloon, Hong Kong (for the attention of Mr. Roy Chiu)

Facsimile no.: (852) 2171 5188

To Shangtex HK:

Address: Unit 1, 29/F., Oriental International Tower, 1018 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong (for the attention of Mr. Jin Xin)

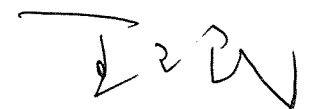
Facsimile no.: (852) 2516 5024

9. Any notice and communication between the parties shall be deemed to have been received:
- (a) in the case of a facsimile, when confirmation of its transmission has been recorded on the sender's fax machine;
 - (b) in the case of a notice or communication delivered by hand, when left at the relevant party's address set out above or such other address as notified by the receiving party to the other parties in writing by not less than seven (7) days before the notice or communication is despatched; and
 - (c) in the case of a notice or communication sent by courier, two (2) business days after posting it.
10. LTO confirms that it enters into this Agreement for itself and on behalf of the LTO Group. Shangtex HK confirms that it enters into this Agreement for itself and on behalf of the Shangtex HK Group.
11. This Agreement shall in all respects be interpreted and construed in accordance with and governed by Hong Kong law and each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.
12. No one, other than the parties to this Agreement, shall have any right to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) or otherwise.
13. This Agreement may be signed in two or more counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

For and on behalf of
Luen Thai Overseas Limited

By: 
In the presence of: 

For and on behalf of
Shangtex (Hong Kong) Limited

By: 
In the presence of: 