

DATED: 28 February 2020

SUNWAY INTERNATIONAL HOLDINGS LIMITED (1)
(新威國際控股有限公司)

(the “Company”)

- and -

WEALTHY PORT HOLDINGS LIMITED (2)

(the “Subscriber”)

SUPPLEMENTAL AGREEMENT

in relation to the subscription of ordinary shares of HK\$0.1 each in the capital of
SUNWAY INTERNATIONAL HOLDINGS LIMITED
(新威國際控股有限公司)

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is made on the 28th day of February 2020

BETWEEN:

- (1) **SUNWAY INTERNATIONAL HOLDINGS LIMITED** (新威國際控股有限公司), a company incorporated in Bermuda with limited liability and having its principal place of business in Hong Kong at 3/F, Mandarin Commercial House, 38 Morrison Hill Road, Wanchai, Hong Kong (“**Company**”); and
- (2) **WEALTHY PORT HOLDINGS LIMITED**, a company incorporated in Hong Kong and having its registered office at Room 1705, 17/F, Tower II, Admiralty Centre, 18 Harcourt Road, Hong Kong (“**Subscriber**”).

(the Company and the Subscriber are referred to hereinafter as the “**Parties**” and each a “**Party**”)

RECITALS:

- (A) The Parties hereto entered into a subscription agreement dated 29 November 2019 (the “**Subscription Agreement**”) in relation to the subscription of ordinary shares of HK\$0.10 each in the capital of the Company on the terms and conditions set out in the Subscription Agreement.
- (B) According to the Subscription Agreement, the Long Stop Date is 28 February 2020 (or such other date as the Company and the Subscriber may agree in writing). The Parties hereto have agreed to vary the terms of the Subscription Agreement in the manner contained herein.

IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

Unless the context requires otherwise, terms and expressions defined and construed in the Subscription Agreement shall have the same meanings and construction when used in this Supplemental Agreement.

2. EFFECT

- 2.1 This Supplemental Agreement shall be construed as forming part of the Subscription Agreement and this Supplemental Agreement when read with the Subscription Agreement shall be construed as one and the same instrument.
- 2.2 Save as otherwise expressly provided in this Supplemental Agreement, the Subscription Agreement shall continue in full force and effect with its terms.
- 2.3 Each of the Parties hereto hereby agrees and consents to the making of the amendment described in Clause 3 hereinbelow.

3. VARIATION

- 3.1 Pursuant to the terms and conditions of the Subscription Agreement, the Parties hereto agree to extend the “Long Stop Date” as stated in the Subscription Agreement. Accordingly, the Parties hereto agree to amend the following definition of the Subscription Agreement to the effect that the following definition shall be construed as forming part of the Subscription Agreement in lieu of the respective recitals, definitions, clauses and schedules originally set out in the Subscription Agreement:

Definition of “Long Stop Date”

By deleting in its entirety, the definition of “Long Stop Date” of the Subscription Agreement and substituting thereof the following new definition of “Long Stop Date”:

“Long Stop Date” “means 31 March 2020 (or any other date as the Company and the Subscriber may agree in writing)”

4. GENERAL PROVISIONS

- 4.1 Entire Agreement: This Supplemental Agreement (together with any document described in or expressed to be entered into in connection with this Supplemental Agreement) constitutes the entire agreement between the Parties hereto in relation to the transaction(s) referred to it or in them and supersedes any previous

agreement between the Parties hereto in relation to such transaction(s).

- 4.2 Counterparts: This Supplemental Agreement may be executed in any number of counterparts all of which, taken together, shall constitute one and the same agreement. Any Party hereto may enter into this Supplemental Agreement by executing any such counterpart.
- 4.3 Governing Law and Jurisdiction: This Supplemental Agreement (together with all documents referred to in it) shall be governed by and construed and take effect in accordance with the laws of Hong Kong. With respect to any question, dispute, suit, action or proceedings arising out of or in connection with this Supplemental Agreement, each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.
- 4.4 Third Party Rights: Unless otherwise provided herein, a person or company who is not a party to this Supplemental Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) to enforce any terms of this Supplemental Agreement.

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EXECUTION PAGE

IN WITNESS whereof the Parties have executed this Supplemental Agreement the day and year first above written.

THE COMPANY

SIGNED by)
LAW Chun Choi)
for and on behalf of)
SUNWAY INTERNATIONAL)
HOLDINGS LIMITED)
(新威國際控股有限公司))

For and on behalf of
SUNWAY INTERNATIONAL HOLDINGS LIMITED

.....
Authorized Signature(s)

THE SUBSCRIBER

SIGNED by)
CHIM Sai Yau, Oscar)
for and on behalf of)
WEALTHY PORT HOLDINGS LIMITED)

For and on behalf of
WEALTHY PORT HOLDINGS LIMITED
富亨集團有限公司



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Authorized Signature(s)