

Dated the 7th day of May 2025

SUPERROBOTICS HOLDINGS LIMITED

超人智能控股有限公司
(as “Company”)

and

TAI DONG HOLDING LIMITED

太東控股有限公司
(as “Subscriber”)

SUBSCRIPTION AGREEMENT

relating to the shares in
SUPERROBOTICS HOLDINGS LIMITED

THIS SUBSCRIPTION AGREEMENT dated 7 May 2025 is entered into

BETWEEN:

- (1) **SUPERROBOTICS HOLDINGS LIMITED** 超人智能控股有限公司, a company incorporated in the Cayman Islands and continued in Bermuda whose registered office is at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda and whose principal place of business and head office in Hong Kong is at Room 1405, 14/F. China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Sheung Wan, Hong Kong (the “**Company**”); and
- (2) **TAI HONG HOLDING LIMITED** (太東控股有限公司), a company incorporated in Hong Kong with limited liability with its registered office situated at Room 1405-6, 14/F., China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Sheung Wan, Hong Kong (the “**Subscriber**”),

(each a “**Party**” and together the “**Parties**”).

WHEREAS:

- (A) The Company is an exempted company incorporated in the Cayman Islands continued in Bermuda. As at the date of this Agreement, the Company has an authorised share capital of HK\$500,000,000 comprised of 4,950,000,000 ordinary shares and 50,000,000 preference shares of HK\$0.1 each, of which 653,000,728 Shares have been issued and are fully paid or credited as fully paid. The Shares are listed on the GEM of the Stock Exchange (Stock Code: 8176).
- (B) The Subscriber is a company incorporated in Hong Kong with limited liability and wholly owned by Mr. Su Zhituan (“**Mr. Su**”). As at the date of this Agreement, Mr. Su is the ultimate beneficial owner of Tai Dong New Energy Holding Limited, and is interested in 151,425,197 Shares (representing 23.19% of the issued Shares), and is a substantial shareholder of the Company. The Subscriber, being an associate of Mr. Su, is a connected person of the Company and the transaction contemplated under this Agreement shall constitute a connected transaction of the Company.
- (C) As at the date of this Agreement, the Group is indebted to the Subscriber in the total sum of HK\$9,226,000 (the “**Outstanding Debt**”), being comprised of (i) certain loans extended by the Subscriber to the Company and (ii) unpaid office rental payments due from China SuperRobotics Limited, a subsidiary of the Company, to the Subscriber.
- (D) The Parties intend to partially settle the Outstanding Debt through this Subscription, by the Subscriber subscribing to the Subscription Shares from Company and partially setting off the Outstanding Debt against the Subscription Price.
- (E) The Company has conditionally agreed to issue and the Subscriber has conditionally agreed to subscribe for the Subscription Shares, upon and subject to the terms and conditions set out herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

- (A) In this Agreement (including the recitals above) unless specifically provided otherwise or the context otherwise requires, the following expressions shall have the following meanings:

“Agreement”	means this agreement, as may be supplemented or amended from time to time;
“Announcement”	the announcement to be made by the Company in relation to, inter alia, this Agreement and the proposed issue of the Subscription Shares;
“Annual Report”	the Company’s published annual report containing the audited consolidated financial statements of the Group for the year ended 31 December 2024;
“Business Day”	any day (excluding Saturday and Sunday) on which banks in Hong Kong are open for business;
“connected person”	has the same meaning as ascribed to it under the GEM Listing Rules;
“Completion”	the completion of the subscription and issuance of the Subscription Shares in accordance with Clause 3;
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM of the Stock Exchange;
“Group”	the Company and its subsidiaries;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Independent Shareholders”	the Shareholders other than those who are required under the GEM Listing Rules to abstain from voting on the resolution(s) to be proposed at the SGM;
“Listing Committee”	the Listing Committee of the Stock Exchange;
“Listing Permission”	the approval by the Listing Committee of the listing of and permission to deal in the Subscription Shares;

“Long Stop Date”	30 June 2025 (or such later date as the Parties may agree in writing)
“Material Adverse Effect”	a material and adverse effect on the business, financial condition or prospects of the Group as a whole;
“PRC”	the People’s Republic of China;
“SFC”	the Securities and Futures Commission of Hong Kong;
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong);
“Share(s)”	ordinary share(s) of HK\$0.1 each in the share capital of the Company;
“Shareholder(s)”	holder(s) of the Share(s);
“SGM”	the special general meeting of the Company to be convened for considering and voting on, among others, the issuance and subscription of the Subscription Shares pursuant to this Agreement;
“Specific Mandate”	the mandate to be sought from the SGM Independent Shareholders at the SGM to allot and issue the Subscription Shares pursuant to the terms of the Subscription Agreement;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subscription”	the proposed subscription of the Subscription Shares by the Subscriber or its nominee as contemplated under this Agreement;
“Subscription Shares”	the 62,500,000 new Shares to be issued and allotted pursuant to this Agreement;
“Subscription Price”	HK\$0.120;
“substantial shareholder”	has the meaning ascribed to it under the GEM Listing Rules;
“Takeovers Code”	The Hong Kong Code on Takeovers and Mergers;
“%”	per cent.; and
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong

Kong.

- (B) In this Agreement, unless the context otherwise requires, any reference to a “Clause” or a “Schedule” is a reference to a clause or a schedule to this Agreement and, unless otherwise indicated, a reference to a Clause includes all the sub-Clauses of that Clause.
- (C) In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporate.
- (D) In this Agreement, references to any time and date(s) are to time and date(s) of Hong Kong.
- (E) In this Agreement, references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provision of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions, and references to time are to Hong Kong time.

2. **CONDITIONAL SUBSCRIPTION OF THE SUBSCRIPTION SHARES**

- (A) Subject to terms and conditions of this Agreement, the Subscriber agrees to subscribe for, and the Company agrees to issue the Subscription Shares to the Subscriber at the Subscription Price on Completion.
- (B) The Parties agree that the Subscription Price for the Subscription Shares in the sum of HK\$7,500,000 payable by the Subscriber to the Company at Completion shall be settled and satisfied by partially setting-off against the Outstanding Debt in the amount of HK\$7,500,000.
- (C) The obligations of the Parties to effect Completion are conditional upon the fulfilment of the following conditions precedent on or before the Long Stop Date:
 - (i) the passing by the Independent Shareholders of the Company of the necessary resolutions at the SGM to approve this Agreement and the transactions contemplated hereunder (including the Specific Mandate);
 - (ii) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the Subscription Shares and such approval and permission having not subsequently revoked or withdrawn prior to Completion;
 - (iii) all other necessary consents, approvals, reports and filings pursuant to the GEM Listing Rules and applicable laws for the consummation of the transactions contemplated in this Agreement having been obtained by the Company and the Subscribers;

- (iv) all Company's representations, warranties and undertakings remaining true and accurate in all material respects and not misleading in any material respect; and
 - (v) all Subscriber's representations, warranties and undertakings remaining true and accurate in all material respects and not misleading in any material respect.
- (D) The above condition precedent (iv) can be waived by the Subscriber by notice in writing to the Company.
- (E) If the above conditions precedent are not fulfilled (or waived as the case may be) on or before 4:00 p.m. on or prior to the Long Stop Date and the Parties fail to agree on an extension, this Agreement shall terminate and neither party hereunder shall be liable to the others or have any claim against the other party for damages, compensation or otherwise save and except any liability for antecedent breaches of either party which shall remain in full force and effect.

3. **COMPLETION**

- (A) Completion shall take place within seven (7) Business Days immediately following the fulfilment of all conditions precedent in Clause 2 (or such later date as the Parties may agree in writing) whereupon all, but not partly, of the transactions set out in Schedule 1 shall be effected.
- (B) Neither the Subscriber nor the Company shall be obliged to complete the Subscription unless each Party complies in full with all of the obligations provided in this Agreement to be performed and/or observed by each of them on or prior to Completion.
- (C) The Subscriber acknowledges that upon the allotment and issuance of the Subscription Shares by the Company to it or its nominee on Completion, the Outstanding Debt shall be partially set-off and reduced by the Subscription Price and all other obligations owing by the Group to the Subscriber, if any, including but not limited to any antecedent claims that the Subscriber may have against the Company in relation to the such Outstanding Debt shall be taken as fully satisfied and settled by the Company with the Subscriber or otherwise be fully and absolutely waived and forgone by the Subscriber. For the avoidance of doubt, upon Completion and set-off, the balance of the Outstanding Debt shall be HK\$1,726,000.

4. **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- (A) The Company hereby represents, warrants and undertakes to the Subscriber that as at the date hereof and as at Completion, subject to the matters disclosed in the Annual Report and/or in reports, announcements or circulars made or despatched by the Company:-

- (i) the Company is duly incorporated and validly existing under the laws of the place of its incorporation, is not in liquidation or receivership, and with power and authority to conduct its business in the manner presently conducted;
- (ii) the Company has the full power and authority to enter into and perform its obligations under this Agreement and, subject to the approval of shareholders of the Company and the granting by the Listing Committee (either unconditionally or subject only to conditions to which the Company does not reasonably object) of the Listing Permission, to allot and issue the Subscription Shares, and all necessary authorisations, approvals, and consents relating to the same (save for the Independent Shareholder's approval of the Company and the Listing Permission which will be obtained before Completion) have been, or will, prior to Completion, be unconditionally obtained and are, or will, prior to Completion, be in full force and effect, and this Agreement is duly executed and delivered by the Company, constitutes a legal, valid and binding agreement of the Company, enforceable in accordance with its terms;
- (iii) the execution, delivery and performance of this Agreement by the Company have not violated and will not violate in any respect any provision of:
 - (a) any law or regulation or any order or decree of any governmental authority, agency or court of Hong Kong or any other jurisdiction nor result in a breach of any order, judgement or decree of any court or governmental agency to which the Company is a party or by which the Company is bound;
 - (b) the laws and documents incorporating and constituting the Company; or
 - (c) any agreement or other undertaking to which the Company is a party or which is binding upon them or any of its respective assets that may have a material adverse effect to the business, financial condition or operations of the Group (taken as a whole).
- (iv) the Subscription Shares, when allotted and issued upon Completion, shall be validly issued and fully paid up and free from any encumbrance and together with all rights attaching thereto (including rights to vote in general meetings of the Company), the Company shall not have exercised any lien over any of the Subscription Shares and the Subscription Shares shall rank *pari passu* in all respects with the issued Shares on Completion;
- (v) save as previously disclosed to the public in writing, and so far as the Company is aware, there is no litigation, arbitration or other legal proceedings in progress or pending or (to the knowledge of the

Company) threatened against any member of the Group which if decided adversely to the relevant member of the Group would have or have had a material adverse effect on the financial position or the earnings, business affairs or business prospects of the Group (taken as a whole) or the Company or which is material in the context of the subscription of the Subscription Shares;

- (vi) there is no order, decree or judgement of any court or governmental agency or regulatory body outstanding against the Company, any member of the Group and/or any of their respective directors which may have or has had a material adverse effect upon the financial position or the earnings, business affairs or business prospects of the Company and/or any member of the Group or which is material in the context of the subscription of the Subscription Shares;
- (vii) no order has been made or petition presented or resolution passed for the winding-up or judicial management or administration of the Company or for the appointment of a provisional liquidator, nor (to the knowledge of the Company) are there any reasonable grounds on which any person would be entitled to have the Company wound-up or placed in judicial management or administration or to have a provisional liquidator appointed for the Company, nor (to the knowledge of the Company), has any person threatened to present such a petition or convened or threatened to convene a meeting of the Company to consider a resolution to wind it up, nor to the knowledge of the Company, has any step been taken in relation to the Company under the law relating to insolvency or the relief of debtors;

- (B) The representations and warranties set out in Clause 4 are given as at the date hereof and shall be deemed to be repeated by Company on Completion as if given or made at such time, with reference in each case to the facts and circumstances then subsisting. The Company undertakes up to and until completion of this Agreement or its earlier termination to notify the Subscriber of any matter or event coming to its attention prior to Completion which would or would reasonably be considered to render or have rendered any of the representations and warranties made by it set out in Clause 4(A) untrue, inaccurate or misleading in any material respect. The Company shall not, and shall use its best endeavours to procure that no member of the Group shall, at any time prior to or on Completion do or omit to do anything which may cause any of the representation and warranties made by it and set out in Clause 4(A) to be untrue.

5. **SUBSCRIBER'S REPRESENTATIONS, WARRANTIES AND CONFIRMATION**

The Subscriber represents, warrants and undertakes to the Company that:-

- (A) the Subscriber is duly incorporated and validly existing under the laws of the place of its incorporation, is not in liquidation or receivership, and with power and authority to conduct its business in the manner presently conducted;
- (B) subject to the fulfilment of the conditions, the execution, delivery and performance of this Agreement and/or the consummation by it of the transactions contemplated under this Agreement do not and will not, as applicable, (i) conflict with or violate any provision of its memorandum and articles of association, as amended to date, (ii) result in a breach or default under, create in any person the right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under, any agreement or instrument to which it is a party, in any case with or without due notice or lapse of time or both, or (iii) violate any law applicable to it;
- (C) save as disclosed in this Agreement, each of the Subscriber and its ultimate beneficial owner(s) is independent of, not connected with and not directly or indirectly funded or backed by the directors, chief executive and substantial shareholders of the Company and its subsidiaries and their respective associates (as defined in the GEM Listing Rules) and parties acting in concert with any of them (for the purpose of the Takeovers Code);
- (D) save as disclosed in Recital (B) to this Agreement, the Subscriber, its ultimate beneficial owner and their respective associates (i) do not have any other direct or indirect interest in any Shares or other convertible securities in the Company, whether directly or indirectly; and (ii) the execution or Completion of the transaction contemplated under this Agreement has not and will not trigger any obligation on the Subscriber, its ultimate beneficial owner and any parties acting in concert (as defined under the Takeover Code) with any of them to make a general offer to the Company pursuant to the Takeovers Code;
- (E) save as disclosed in this Agreement, each of the Subscriber and its ultimate beneficial owner(s) is not a person who is accustomed to take instructions from a connected person (as defined in the GEM Listing Rules) of the Company in relation to the acquisition, disposal, voting or any other disposition of securities in the Company;
- (F) save as disclosed in this Agreement, each of the Subscriber, its ultimate beneficial owner(s) and their respective associates, did not hold any interests in the Company prior to the Subscription;
- (G) the Subscriber acknowledges and understands that information and personal data provided by it is required by the Company to observe the applicable laws including the disclosure of such data to regulatory bodies including the Stock Exchange and the SFC. The Subscriber further authorises the Company to publish any of its and its ultimate beneficial owner(s) and respective associates' information on public announcement(s) and/or circular(s) in relation to the Subscription as may be required or appropriate in the circumstances for the purpose of discharging the Company's public disclosure obligations;

- (H) the Subscriber will on demand indemnify and keep the Company and its affiliates, officers, agents, consultants, advisers and employees indemnified for any losses or liabilities incurred by any of them arising out of or in connection with any breach of any of the Subscriber's warranties herein or any other breaches or non-performance of the Subscriber's obligations under this Agreement;
- (I) the Subscriber is aware of the requirements of the applicable anti-money laundering laws and regulations and certify that it is in compliance with all applicable anti-money laundering laws and regulations;
- (J) the Subscriber is purchasing the Subscription Shares on its own account and not for anyone else; and
- (K) each of the Subscriber and its ultimate beneficial owner(s) will comply with all the disclosure obligations in respect of the Subscription Shares under Part XV of the SFO.

6. **NOTICES**

Any notice required or permitted to be given by or under this Agreement shall be in writing and shall be given by delivering it to the relevant Party's address or facsimile number shown below:

If to the Company to:

Address : Room 1405, 14/F. China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Sheung Wan, Hong Kong

Attention : Board of Directors

If to the Subscriber to:

Address : Room 1405-6, 14/F., China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Sheung Wan, Hong Kong

Attention : Mr. Su Zhituan

or to such other address or facsimile number (or email if there is no facsimile number) as the Party concerned may have been notified to the other Party pursuant to this Clause and may be given by sending it by hand to such address or by facsimile/email transmission to such facsimile number/email address, or to such other address or facsimile number or email address as the Party concerned may have notified to the other Party in accordance with this Clause. Such notice shall be deemed to be served on the day of delivery or facsimile transmission (or,

if the day of delivery or transmission is not a Business Day or if the delivery or transmission is made after 5:00 p.m. Hong Kong time, deemed to be served on the immediately following Business Day) or, if sooner, upon acknowledgement of receipt by or on behalf of the Party to which it is addressed.

7. **COSTS AND EXPENSES**

Each Party shall bear its or his own costs and expenses incurred by it or him in connection with the preparation, negotiation and settlement of this Agreement.

8. **GENERAL**

- (A) Any time, date or period mentioned in this Agreement may be extended by agreement between the Company and the Subscriber but, as regards any time, date or period originally fixed or any date or period so extended as aforesaid, time shall be of the essence.
- (B) No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- (C) Neither Party hereto shall assign any of its or his rights under this Agreement (all of which shall be incapable of assignment without the prior written consent of the other) or purport to do so. This Agreement shall be binding on and enure for the benefit of each Party's successors and permitted assigns.
- (D) This Agreement may be executed in any number of counterparts by the Parties hereto on separate counterparts, each of which when executed shall constitute an original and all of which when taken together shall constitute one and the same document.
- (E) This Agreement constitute the entire agreement between the Parties with respect to its subject matter (neither Party having relied on any representation or warranty made by the other Party which is not contained in this Agreement) and no variation of this Agreement shall be effective unless made in writing and signed by all of the Parties.
- (F) This Agreement supersedes all and any previous agreements, arrangements or understandings between the Parties relating to the matters referred to in this Agreement and all such previous agreements, understanding or arrangements (if any) shall cease and terminate with effect from the date hereof.
- (G) If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

- (H) Each Party shall on demand of the other do or execute so procure to be done or executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement.
- (I) The terms of this Agreement are intended solely for the benefit of the Parties. Except for the rights of China SuperRobotics Limited as to the release of the debt owing to the Subscriber upon Completion and as otherwise expressly stated in this Agreement, no one other than the Parties may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong). Where any terms of this Agreement entitles any third party to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Ordinance, the terms of this Agreement may be varied in accordance with this Agreement, without the consent of that third party.

9. **GOVERNING LAW AND JURISDICTION**


This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. Each Party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong as regards any claim or matter arising under this Agreement.

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IN WITNESS whereof this Agreement has been duly executed on the date first above written

SIGNED by **Su Zhenhui**
duly authorised for and on behalf of
SUPERROBOTICS HOLDINGS LIMITED
超人智能控股有限公司
in the presence of:

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SIGNED by **Su Zhituan**
duly authorised for and on behalf of
TAI DONG HOLDING LIMITED
太東控股有限公司
in the presence of:

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SCHEDULE 1

COMPLETION REQUIREMENTS

1. Obligations of the Company

At Completion (and against performance by the Subscriber of his obligations in this Schedule), the Company shall:-

- (a) deliver to the Subscriber a copy of the resolution of the board of directors of the Company (or a duly authorised committee thereof) approving and authorising the issue and allotment of the Subscription Shares on the date of Completion; and
- (b) issue and allot the Subscription Shares as fully paid at the Subscription Price in the name of the Subscriber or its nominee and shall promptly thereafter register the Subscriber or its nominee 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 such name.

2. Obligations of the Subscriber

At Completion, the Subscriber shall provide a signed acknowledgement letter and undertaking letter in such form as required by the Company confirming upon receipt of the Subscription Shares on the date of Completion the release of the obligations owing by the Group to the Subscriber for the Outstanding Debt subject to the set-off arrangement, to the satisfaction of the Company.