

SECOND SUPPLEMENTAL FACILITY AGREEMENT

THIS SECOND SUPPLEMENTAL FACILITY AGREEMENT is made the 30th day of May 2025.

PARTIES

- (1) **POINTSEA COMPANY LIMITED**, a company incorporated in the Cayman Islands whose whose principal place of business in Hong Kong is at Room 225-25, 2/F, Mega Cube, No 8 Wang Kwong Road, Kowloon Bay, Hong Kong ("**Borrower**");
- (2) **CHANGYOU INTERNATIONAL GROUP LIMITED** (formerly known as CHANGYOU ALLIANCE GROUP LIMITED and FORTUNET E-COMMERCE GROUP LIMITED), a company incorporated in the Cayman Islands whose principal place of business in Hong Kong is at Office Room 45, Unit 405-414, Level 4, Core E, Cyberport 3, 100 Cyberport Road, Pok Fu Lam, Hong Kong ("**Lender**").

BACKGROUND

- A. On 20 April 2021, the Borrower and the Lender entered into a facility agreement (the "**2021 Facility Agreement**") pursuant to which the Lender agreed to grant to the Borrower an unsecured revolving loan facility of a total principal amount up to HK\$100 million at an interest rate of 6.5 per cent per annum during the three-year period from and including the date on which the Lender was satisfied that all the conditions described in clause 5 of the 2021 Facility Agreement had been fulfilled or specifically waived in writing by the Lender (the "**2021 Conditions Fulfilment Date**"). Under the 2021 Facility Agreement, the Repayment Date would be 30 May 2024.
- B. On 30 May 2024, the Borrower and the Lender entered into a supplemental facility agreement (the "**First Supplemental 2021 Facility Agreement**") pursuant to which the Borrower and the Lender agreed to, among other things, vary the Facility Period, the Repayment Date and the Rate of Interest. Accordingly, the Facility Period had been varied to four years from and including the 2021 Conditions Fulfilment Date and the Repayment Date had been varied to 30 May 2025. Further, the Rate of Interest had been varied to 8% per annum from and including 31 May 2024.
- C. The definitions and rules of interpretation in clause 1 of the 2021 Facility Agreement (as amended by the First Supplemental 2021 Facility Agreement) and in the First Supplemental

2021 Facility Agreement shall apply in this Second Supplemental Facility Agreement (the “**Second Supplemental 2021 Facility Agreement**”) unless stated otherwise.

- D. The Borrower and the Lender wish to enter into this Second Supplemental 2021 Facility Agreement to record their agreement to vary the terms of the 2021 Facility Agreement (as amended by the First Supplemental 2021 Facility Agreement) including the Facility Period and the Repayment Date as set forth below.

IT IS AGREED as follows:

1. Subject to the fulfilment of clause 2 of this Second Supplemental 2021 Facility Agreement, the Facility Period shall be varied to six (6) years from and including the 2021 Conditions Fulfilment Date, and that the Repayment Date shall be varied to 30 May 2027.
2. The obligations of the parties to this Second Supplemental 2021 Facility Agreement are conditional upon the Lender having complied with all applicable requirements of the Listing Rules and other regulatory provisions in connection with this Second Supplemental 2021 Facility Agreement and the transactions contemplated hereunder including the shareholders of the Lender having at an extraordinary general meeting (and with regard to all requirements under all applicable laws, rules and regulations, including The Codes on Takeovers and Mergers in Hong Kong and the Listing Rules, where applicable) approved the variations of the Facility Period and the Repayment Date as set out in this Second Supplemental 2021 Facility Agreement.
3. If the conditions set out in clause 2 above have not been fulfilled on or before 31 October 2025 or such later date as may be agreed between the Borrower and the Lender in writing, then this Second Supplemental 2021 Facility Agreement shall automatically terminate. In such event, neither party shall have any claim under this Second Supplemental 2021 Facility Agreement of any nature whatsoever against the other party except in respect of any rights and liabilities which have accrued before termination or under any of the surviving provisions.
4. Subject only to the variations herein contained and such other alterations (if any) as may be necessary to render the 2021 Facility Agreement (as amended by the First Supplemental 2021 Facility Agreement) consistent with this Second Supplemental 2021 Facility Agreement, the 2021 Facility Agreement (as amended by the First Supplemental 2021 Facility Agreement) remains in full force and effect and shall hereafter be read and construed in conjunction and as one document with this Second Supplemental 2021 Facility Agreement and references in the 2021 Facility Agreement (as amended by the First Supplemental 2021 Facility Agreement) to “this

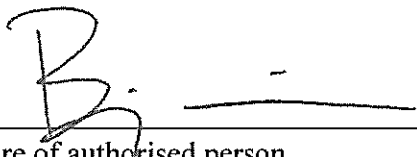
Agreement” shall be construed accordingly. In the event of a conflict between the provisions of the 2021 Facility Agreement (as amended by the First Supplemental 2021 Facility Agreement) and the provisions of this Second Supplemental 2021 Facility Agreement, the provisions of this Second Supplemental 2021 Facility Agreement shall prevail and the provisions of the 2021 Facility Agreement (as amended by the First Supplemental 2021 Facility Agreement) shall be deemed to be modified so far as it is necessary to give effect to the provisions of this Second Supplemental 2021 Facility Agreement.

5. Prior to and pending the extraordinary general meeting of the shareholders of the Lender being held to consider and approve, among other things, this Second Supplemental 2021 Facility Agreement and the transactions contemplated hereunder, the Lender shall not require the Borrower to repay the Loan in full on 30 May 2025, being the varied Repayment Date pursuant to the First Supplemental 2021 Facility Agreement, and the Borrower shall not be regarded as in breach of any terms of the 2021 Facility Agreement (as amended by the First Supplemental 2021 Facility Agreement) as a result thereof. For the avoidance of doubt, interest of a Loan under the 2021 Facility Agreement (as amended by the First Supplemental 2021 Facility Agreement) shall continue to accrue until the repayment of the Loan in full.
6. Nothing herein shall prejudice any of the rights of the Lender under the 2021 Facility Agreement (as amended, supplemented, varied, novated, substituted or otherwise modified).
7. This Second Supplemental 2021 Facility Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the law of Hong Kong.
8. The parties to this Second Supplemental 2021 Facility Agreement irrevocably agree that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Second Supplemental 2021 Facility Agreement or its subject matter or formation (including non-contractual disputes or claims).
9. The Borrower irrevocably appoints Stephanie Tsang of Office Room 45, Unit 405-414, Level 4, Core E, Cyberport 3, 100 Cyberport Road, Pok Fu Lam, Hong Kong as its authorised agent for the service of any legal process in Hong Kong. If for any reason such agent shall cease to be such agent for service of process, the Borrower shall forthwith appoint a new agent for services of process in Hong Kong, and deliver to the Lender a copy of the new agent's acceptance of that appointment within two (2) Business Days of such appointment.

IN WITNESS WHEREOF this Second Supplemental 2021 Facility Agreement has been executed as a deed by or on behalf of the parties and is intended to be and is hereby delivered as a deed on the date first written above.

EXECUTED AND DELIVERED AS A)
DEED by)
POINTSEA COMPANY LIMITED)
a company incorporated in the Cayman)
Islands,)
by YEUNG YAT CHUEN)
being a person who, in accordance with the)
laws of that territory, is acting under the)
authority of the company)
in the presence of:)

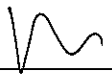
L.S.



Signature of authorised person

Director
Office held

Yeung Yat Chuen
Name of authorised person


Signature of witness: _____

Name of witness: Stephanie Tsang

Address: Office Room 45, Unit 405-414, Level 4, Core E, Cyberport 3, 100 Cyberport Road, Pok
Fu Lam, Hong Kong

Occupation: Finance Manager

L.S.


Signature of authorised person

Director

Office held

Sun Jun

Name of authorised person

Signature of witness: _____

Name of witness: Stephanie Tsang

Address: Office Room 45, Unit 405-414, Level 4, Core E, Cyberport 3, 100 Cyberport Road, Pok
Fu Lam, Hong Kong

Occupation: Finance Manager