

DATE: 15 MAY 2025

WAI CHUN BIO-TECHNOLOGY LIMITED
(as the Company)

AND

LAM CHING KUI
(as the Subscriber)

SUPPLEMENTAL AGREEMENT

relating to the subscription and issue of three-year 2% coupon
convertible bonds in the principal amount of HK\$15,000,000
convertible into ordinary shares in

WAI CHUN BIO-TECHNOLOGY LIMITED

CONTENTS

<u>CLAUSE</u>	<u>PAGE</u>
1. DEFINITIONS	1
2. AMENDMENTS TO THE AGREEMENT	1
3. GENERAL	2
4. COUNTERPARTS	2
5. GOVERNING LAW AND JURISDICTION	2
EXECUTION	

THIS SUPPLEMENTAL AGREEMENT is dated 15 May 2025

BETWEEN:

1. **WAI CHUN BIO-TECNOLOGY LIMITED**, a company incorporated in the Cayman Islands having its registered office at P. O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman KY1-1205 Cayman Islands and its principal place of business address at Rooms 4001-02, 40/F., China Resources Building, 26 Harbour Road, Wanchai, Hong Kong (the “**Company**”); and
2. **Mr. Lam Ching Kui**, holder of Hong Kong identity card number: P139793 (5) of Unit 2501, Convention Plaza Apartments, One Harbour Road, Wan Chai, Hong Kong (the “**Subscriber**”)

(together, the “**Parties**”, and “**Party**” means either one of them as the context requires).

WHEREAS:

- (A) On 14 April 2025, the Parties entered into a subscription agreement in relation to the subscription and issue of 2% coupon convertible bonds in the principal amount of HK\$15,000,000 convertible into ordinary shares in the Company (the “**Subscription Agreement**”).
- (B) On 15 May 2025, the Parties entered into a supplemental agreement (the “**Supplemental Agreement**”) to vary certain terms of the Subscription Agreement on the date hereof.

NOW IT IS HEREBY AGREED:

1. DEFINITIONS

- 1.1 In this Supplemental Agreement and unless the context otherwise requires, definitions and interpretations used in the Subscription Agreement shall have the same meaning herein.
- 1.2 Reference to a Clause shall be a clause of the Subscription Agreement.

2. AMENDMENTS TO THE SUBSCRIPTION AGREEMENT

The Parties agree that the Long Stop Date as set out in Clause 1.1 of the Subscription Agreement be deleted in its entirety and replaced by:

“**Long Stop Date**” 29 August 2025 or such other date as may be agreed by the Company and the Subscriber;

3. **GENERAL**

- 3.1 Subject only to the variations herein contained and such other alterations (if any) as may be necessary to make the Subscription Agreement consistent with this Supplemental Agreement, the Subscription Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Supplemental Agreement were inserted therein by way of addition or substitution, as the case may be.
- 3.2 Each of the parties acknowledges that it enters into this Supplemental Agreement in consideration of the new rights and benefits to be provided to it by any other parties hereto.

4. **COUNTERPARTS**

This Supplemental Agreement may be executed by the parties hereto in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an original but all of which shall constitute one and the same instrument and be binding on all parties.

5. **GOVERNING LAW AND JURISDICTION**

- 5.1 This Supplemental Agreement is governed by and shall be construed in accordance with Hong Kong law and each party hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong as regards any claim or matter arising under this Supplemental Agreement.
- 5.2 Unless expressly provided to the contrary in this Supplemental Agreement, a person who is not a party to this Supplemental Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this Supplemental Agreement, and whether so provided in this Supplemental Agreement or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Supplemental Agreement.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

THE COMPANY

SIGNED by)
for and on behalf of)
WAI CHUN BIO-TECHNOLOGY LIMITED)
in the presence of:)

For and on behalf of
Wai Chun Bio-Technology Limited
玮俊生物.科技有限公司

.....
Authorized Signature(s)

THE SUBSCRIBER

SIGNED by)
for and on behalf of)
Mr. Lam Ching Kui)
in the presence of:)

