

**DATE: 2 April 2026**

**YANG JINGYAO**  
**(楊敬堯)**  
**(as the Chargor)**

**AND**

**FORTUNE ORIGIN SECURITIES LIMITED**  
**(富中證券有限公司)**  
**(as the Chargee)**

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**Charge over Account**

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**THIS CHARGE OVER ACCOUNT DEED** is made on 2 April 2026

**BETWEEN:**

- (1) **YANG JINGYAO (楊敬堯)**, a Hong Kong resident (HKID No. M960601(2)), whose residential address is situated at Room A, 26/F, The Gloucester, 212 Gloucester Road, Wanchai, Hong Kong (the “**Chargor**”); and
- (2) **FORTUNE ORIGIN SECURITIES LIMITED (富中證券有限公司)**, a company incorporated in Hong Kong with limited liability and a licensed corporation to conduct type 1 (dealing in securities), type 4 (advising on securities) and type 9 (asset management) regulated activities under the Securities and Futures Ordinance (Chapter 571 of Hong Kong laws) and having its registered office at 404-405, 4/F, Nan Fung Tower, 88 Connaught Road Central, Central, Hong Kong (the “**Chargee**”).

**WHEREAS:**

- (A) Pursuant to the facility agreement dated 2 April 2026 entered into between the Chargor and the Chargee (the “**Facility Agreement**”), the Chargee has agreed to make available to the Chargor the loan facility of up to HK\$120,000,000 subject to and upon the terms and conditions of the Facility Agreement.
- (B) It is a condition precedent to the Chargee making the Facility available to the Chargor that the Chargor shall enter into this Deed.

**1. INTERPRETATION**

- 1.1 Unless otherwise defined in this Deed, words and expressions defined in the Facility Agreement shall have the same meanings in this Deed. In this Deed (including the Schedules), the following expressions shall, except where the context otherwise requires, have the meanings attributed to them respectively below:

“ <b>Chargor Account</b> ”	the margin securities account with account number M001639 (including, without limitation, any securities and cash sub-accounts thereunder (if any), and any replacement, renewal or redesignation thereof) established and maintained in the name of the Chargor with the Chargee;
“ <b>Charged Assets</b> ”	collectively the Charged Shares, the Deposit and the Related Rights;
“ <b>Charged Shares</b> ”	84,000,000 shares in Rongzun International (representing approximately 13.55% of the total issued share capital of Rongzun International as at the date of hereof) legally and beneficially owned by the Chargor and deposited into and held in the Chargor Account;
“ <b>Collateral Rights</b> ”	all rights, powers and remedies of the Chargee provided by or pursuant to this Deed or by law;
“ <b>Crystallisation Event</b> ”	has the meaning ascribed to it under Clause 2.3 of this Deed;
“ <b>Deposit</b> ”	has the meaning ascribed to it under Clause 2.1;

<b>“Financial Adviser(s)”</b>	the financial adviser(s) (which shall be a corporation licensed to carry out type 6 (advising on corporate finance) regulated activity under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) appointed or to be appointed by the Chargor in respect of the Offer;
<b>“Offer Final Remittance Date”</b>	the Business Day immediately after the latest date for posting of remittances for the amounts due in respect of valid acceptances received under the Offer or as otherwise announced by the Chargor and Rongzun International in accordance with the Takeovers Code and the Listing Rules with respect to the Offer;
<b>“Offer Period”</b>	the period from the date of the composite document (or the offer circular, as the case may be) to be jointly issued by the Chargor and Rongzun International in respect of the Offer and up to (and including) the Offer Final Remittance Date;
<b>“Property Ordinance”</b>	the Conveyancing and Property Ordinance (Chapter 219 of the Laws of Hong Kong), as amended and varied from time to time;
<b>“Receiver”</b>	a receiver, manager, receiver and manager, an administrative receiver or other similar officer in respect of the whole or any part of the Charged Assets, and shall include any appointee under a joint and/or several appointment;
<b>“Related Rights”</b>	in relation to any asset: <ul style="list-style-type: none"> <li>(a) the proceeds of sale of any part of that asset;</li> <li>(b) all rights under any licence, agreement for sale, lease or other disposal in respect of that asset;</li> <li>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities and/or covenants for title in respect of that asset;</li> <li>(d) any moneys and proceeds paid or payable in respect of that asset;</li> <li>(e) (in the case where such asset comprises any share, equity interest or other security) all dividends, distributions, interest and monies payable in respect thereof and any rights, assets, shares and/or securities deriving therefrom or accruing thereto whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise; and/or</li> <li>(f) (in the case where such asset comprises any share, equity interest or other security) any rights against any clearing system in which such asset is held,</li> </ul>

(in each case) from time to time;

“**Secured Obligations**” all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to the Chargee under the Facility Agreement;

“**Security Interest**” a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest or other encumbrance or security interest of any kind securing any obligation of any person, or any other agreement or arrangement having a similar effect; and

“**Share Registrar**” the Hong Kong share registrar of Rongzun International.

1.2 Except to the extent that the context requires otherwise, any reference in this Deed to:

- (1) an “**agency**” of a state or government means any ministry, agency, board, bureau, commission, department, authority, statutory corporation (whether autonomous or not) or other instrumentality of or any corporation or other entity owned or controlled by such state or government;
- (2) any document shall include that document as in force for the time being and as amended in accordance with the terms thereof or with the agreement of the parties thereto and with the consent of the Chargee, if required hereunder;
- (3) any enactment shall include same as from time to time re-enacted, amended, extended, consolidated or replaced;
- (4) “**laws and regulations**” shall include all constitutional provisions, treaties, conventions, statutes, acts, laws, decrees, ordinances, subsidiary and subordinate legislation, orders, rules and regulations having the force of law, rules of civil and common law and equity, directives, instructions, notifications, circulars, policy statements and guidelines (whether or not having the force of laws) and other similar authorities;
- (5) a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, unit or trust (in each case, whether or not having separate legal personality);
- (6) “**subsidiary**” and “**holding company**” shall have the meaning attributed thereto by the Companies Ordinance (Chapter 622 of the Laws of Hong Kong); and
- (7) “**tax**” includes any present or future tax, levy, impost, duty, charge, fees, deduction or withholding of any nature and whatever called, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed.

1.3 The headings in this Deed are inserted for convenience only and shall be ignored in construing this Deed. Unless the context otherwise requires, references in this Deed to the singular shall be deemed to include references to the plural and vice versa and references to one gender shall include all genders.

1.4 References in this Deed to clauses and schedules are references to clauses and schedules to this Deed and references to sub-clauses and paragraphs are, unless otherwise stated, reference to sub-clauses and paragraphs of the clause, sub-clause or, as appropriate, the schedule to

which the reference appears.

## **2. CHARGE**

2.1 The Chargor shall, on or before the date of this Deed, deposit or caused to be deposited:

- (1) at least HK\$96,000,000 (the “**Deposit**”); and
- (2) the Charged Shares,

into the Chargor Account.

2.2 As continuing security for the payment and discharge of the Secured Obligations, the Chargor, as sole legal and beneficial owner, hereby charges and assigns to the Chargee by way of security, with full title guarantee, all its present and future right, title and interest in and to the following, at any time owned by it or in which it has an interest:

- (1) by way of first fixed charge and first legal assignment:
  - (a) the Charged Shares; and
  - (b) the Related Rights.
- (2) by way of first floating charge, the Deposit.

2.3 The Chargee may, at any time immediately after the Offer Final Remittance Date (but, for the avoidance of doubt, not at any time prior to the Offer Final Remittance Date), by written notice to the Chargor, convert the floating charge created under Clause 2.2(2) above into a fixed charge or legal assignment if any of the following events occur (the “**Crystallisation Event(s)**”):

- (1) an Event of Default; or
- (2) the Chargee in its reasonable opinion considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process.

2.4 Any notice given by, or on behalf of, the Chargee under Clause 2.3 above in relation to any property or assets shall not be construed as a waiver or abandonment of the Chargee’s right to give any other notice in respect of any other property or assets or of any other right of the Chargee under this Deed or the Facility Agreement.

## **3. PERMITTED FUND TRANSFERS**

3.1 Notwithstanding anything to the contrary in this Deed, to facilitate the implementation and settlement process of the Offer, the Chargee hereby irrevocably and unconditionally agree, acknowledge and confirm that the Chargor and/or its Financial Adviser(s) shall be entitled (and without the necessity of any prior approval by the Chargee) to effect (or procure the Chargee to effect) a transfer of such amount of cash standing to the creditor of the Chargor Account to the Share Registrar or the shareholder(s) of Rongzun International during the Offer Period only for the purposes of, and only as required for, settling the Consideration (including the purchase price of the Offer Shares and the related ad valorem stamp duty and brokerage commission) payable by the Chargor under the Offer (the “**Permitted Fund Transfer**”), PROVIDED THAT the Chargor and/or its Financial Adviser(s) shall deliver, or cause to be delivered, to the Chargee a report with respect to the acceptance of the Offer issued by the Share Registrar specifying the level of valid acceptances received and the

Consideration payable prior to the effecting of any Permitted Fund Transfer.

**4. CONTINUING SECURITY**

4.1 This Deed is a continuing security and shall remain in full force and effect until the Secured Obligations have been irrevocably and unconditionally paid and discharged in full, notwithstanding the insolvency or liquidation of the Chargor or any other person, or any disability or change in the constitution or status of the Chargor or any other person, or any other matter or thing whatsoever. The security constituted by this Deed is in addition to, and is not in any way prejudiced or affected by, and shall not merge with, any other security, guarantee or other assurance or right or remedy now or hereafter held by the Chargee in respect of the Secured Obligations.

**5. REPRESENTATIONS AND WARRANTIES**

5.1 The Chargor hereby represents and warrants to the Chargee as follows:

- (1) the Chargor has full power and authority to (a) own his assets, (b) carry on his business as it is now being conducted; (c) make borrowings hereunder upon the terms and conditions of this Deed; and (d) enter into and perform his obligations under this Deed to which he is a party;
- (2) the execution, delivery and performance by the Chargor of this Deed will not violate in any material respect any provision of (a) any law or regulation or any order or decree of any governmental agency or court to which he is subject; or (b) any mortgage, charge, deed, contract or other undertaking or instrument to which he is a party or which is binding upon him or his assets, and will not result in the creation or imposition of, or any obligation to create or impose, any Encumbrance on any of his assets;
- (3) this Deed constitutes or will, when executed, constitute the legal, valid and binding obligations of the Chargor, enforceable in accordance with its terms;
- (4) no action, suit or proceeding is pending or threatened against the Chargor before any court, board of arbitration or administrative agency or tribunal which the Chargee may at its absolute discretion consider to be material on the business, assets or condition (financial or otherwise) of the Chargor on the ability of the Chargor to perform any of his obligations under this Deed or other documents to which he is a party;
- (5) the Chargor has not taken any action for bankruptcy and no steps have been taken or proceedings started or is threatened for the bankruptcy of the Chargor or for the appointment of a receiver, trustee or similar officer of the Chargor;
- (6) the Chargor is not in default or has committed any breach of or under any agreement to which he is a party or by which he may be bound and as at the date of this Deed, no condition, event or act exists or has occurred, which, with the lapse of time or the giving of notice or both or the fulfillment of any other condition would constitute such a default or breach;
- (7) the obligations of the Chargor under this Deed rank and will continue to rank at least pari passu with its existing and future unsecured and unsubordinated obligations;
- (8) the Chargor is not required to make any deduction or withholding from amounts payable under this Deed for or on account of any taxes now or hereafter imposed by

any taxing authority; and

- (9) no Events of Default has occurred or will occur as a result of the entry into this Deed by the Chargor.

5.2 The Chargor hereby further represents, warrants and agrees that each of the representations and warranties contained in Clause 5.1 shall be correct and complied with in all respects for so long as any part of the Facility or any other amounts payable hereunder or any of them remain outstanding and shall without prejudice to the foregoing be deemed to be repeated on the date on which the Drawing is made.

5.3 The Chargor hereby acknowledges that the Chargee has agreed to make available the Facility to the Chargor in reliance upon the representations and warranties contained in Clause 5.1.

## **6. UNDERTAKINGS**

6.1 The Chargor covenants, agrees and undertakes to the Chargee that, during the subsistence of this Deed and so long as any of the Secured Obligations remains outstanding, unless the Chargee otherwise agrees in writing, he will:

- (1) promptly upon receipt, deposit any dividends or other distributions received by the Chargor from the Charged Shares (if any) into the Chargor Account;
- (2) not create or attempt to create or agree to create or permit to arise or exist any Encumbrance over, or otherwise assign, transfer, deal with or dispose of, all or any part of the Charged Assets or any interest therein (other than as permitted under the Facility Agreement or with the prior written consent of the Chargee);
- (3) at all times remain the sole beneficial owner of the Charged Assets;
- (4) not grant, attempt to grant or agree to grant to any other person any interest or any complete or partial right in respect of any Charged Asset (other than as granted under this Deed and the Facility Agreement);
- (5) not take any action or permit any person acting on its behalf to take any action which may result in any change in the rights attaching to the Charged Assets;
- (6) save and except in accordance with the permitted fund transfers as set out in Clause 3 above, not withdraw or attempt to obtain any right to withdraw (or direct any transfer of) all or any part of the balance of any Chargor Account, and the Chargee shall be entitled, in its absolute discretion, to refuse any such withdrawal or transfer;
- (7) not close the Chargor Account, amend or vary any mandate or operational terms relating thereto, or place funds in any fixed or notice deposit; and
- (8) furnish the Chargee with such information relating to the Charged Assets and his compliance with this Deed as the Chargee may reasonably require.

## **7. OPERATIONS BEFORE AND AFTER CRYSTALLISATION EVENT(S)**

7.1 At all times prior to the occurrence of a Crystallisation Event, the Chargor shall be entitled to exercise, at his sole and absolute discretion and in such manner as he thinks fit, all voting rights attached to the Charged Shares, PROVIDED THAT such exercise or permitting to the exercise of such rights shall not be in breach of any provision of this Deed nor otherwise prejudice the interests of the Chargee under this Deed.

7.2 The Chargee may (but not obliged to), upon and at any time after the occurrence of a Crystallisation Event, at its absolute discretion (in the name of the Chargor and without any further prior consent or authority from the Chargor):

- (1) exercise (or refrain from exercising) any voting rights and any powers or rights which may be exercised by the beneficial owner or holder of the Charged Shares;
- (2) apply all dividends, distributions, interest and/or other monies arising from all or any of the Charged Assets in accordance with Clause 11;
- (3) transfer all or any of the Charged Assets into the name of such nominee(s) of the Chargee as it shall think fit;
- (4) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Charged Assets, including without limitation the right, in relation to any company, corporation or entity whose shares, equity interests or other securities are included in the Charged Assets or any part thereof, to concur or participate in:
  - (a) the reconstruction, amalgamation, sale or other disposal of such company, corporation or entity or any of its assets or undertaking (including without limitation the exchange, conversion or reissue of any shares, equity interests or securities as a consequence thereof);
  - (b) the release, modification or variation of any rights or liabilities attaching to such shares, equity interests or securities; and/or
  - (c) the exercise, renunciation or assignment of any right to subscribe for any shares, equity interests or securities,

in each case in such manner and on such terms as the Chargee may think fit, and the proceeds of any such action shall form part of the Charged Assets and may be applied by the Chargee in accordance with Clause 11.

## **8. ENFORCEMENT**

8.1 Upon and at any time after the occurrence of a Crystallisation Event, the Security Interest created by this Deed is immediately enforceable and the Chargee may, without demand, notice, legal process or any other action with respect to any Chargor or any person or prior authorisation from any court, in its absolute discretion:

- (1) enforce all or any part of such security and take possession of and hold or dispose of all or any part of the Charged Assets; and
- (2) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by this Deed, the Property Ordinance (as varied or extended by the terms of this Deed) or otherwise conferred by law on mortgagees and/or Receivers,

at the times, in the manner and on the terms as the Chargee thinks fit, free from any restrictions and claims. Neither the Chargee nor any Receiver shall be liable for any loss arising out of any of the above actions.

8.2 Neither the Chargee nor any Receiver shall be liable to account as a mortgagee in possession

in respect of all or any part of the Charged Assets or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Assets to which a mortgagee or a mortgagee in possession might otherwise be liable.

## **9. POWER OF SALE**

9.1 The power of sale and other powers conferred on the Chargee and/or on any Receiver by this Deed, the Property Ordinance (as varied or extended by the terms of this Deed) or otherwise conferred by law on mortgagees and/or receivers shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) at any time after the Security Interest created by this Deed becomes enforceable pursuant to Clause 8 above. For the avoidance of doubt, such powers may be exercised by the Chargee and/or any Receiver without prior notice to the Chargor.

## **10. APPOINTMENT OF RECEIVER**

10.1 Upon and at any time after the occurrence of a Crystallisation Event, the Chargee may by deed, without prior notice to the Chargors:

- (1) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;
- (2) appoint two or more Receivers of separate parts of the Charged Assets;
- (3) remove (so far as it is lawfully able) any Receiver so appointed; and/or
- (4) appoint another person(s) as an additional or replacement Receiver(s).

10.2 Each person appointed to be a Receiver pursuant to Clause 10.1 shall be:

- (1) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (2) for all purposes deemed to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Chargee; and
- (3) entitled to remuneration for his services at a rate to be fixed by the Chargee from time to time.

10.3 The powers of appointment of a Receiver herein contained shall be in addition to all statutory and other powers of appointment of the Chargee under applicable laws and regulations and such powers shall remain exercisable from time to time by the Chargee in respect of all or any part of the Charged Assets.

10.4 Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any assets of any Chargor which, when got in, would be Charged Assets) or that part thereof in respect of which he was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor):

- (1) all the powers conferred by the Property Ordinance on mortgagors and on mortgagees in possession and on receivers appointed under the Property Ordinance (as if the Charged Assets constituted property that is subject to the Property Ordinance and as if

such Receiver were appointed under the Property Ordinance), free from any limitation under paragraph 11 of the Fourth Schedule to the Property Ordinance;

- (2) all the powers and rights of an absolute owner and power to do or omit to do anything which any Chargor itself could do or omit to do; and
- (3) the power to do all things (including without limitation bringing or defending proceedings in the name or on behalf of the Chargors) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in him or (b) the exercise of any Collateral Rights (including without limitation realisation of all or any part of the Charged Assets) or (c) bringing to his hands any assets of any Chargor forming, or which, when got in, would be part of the Charged Assets.

## **11. APPLICATION OF PROCEEDS**

11.1 Save as otherwise expressly provided in this Deed, all moneys and amounts received or recovered from time to time by the Chargee or any Receiver under this Deed or the powers conferred by it shall, subject to any claims ranking in priority to the Secured Obligations to the extent of such priority, be applied in or towards discharging, in the following order of priority:

- (1) first, the amount of all costs, charges, expenses and liabilities incurred, and payments made by, the Chargee and any Receiver (including the payment of his remuneration and the discharge of any liabilities incurred by such Receiver in, or incidental to, the exercise of any of his powers) under this Deed;
- (2) second, all other Secured Obligations; and
- (3) third, the claims of those entitled to any surplus.

## **12. POWER OF ATTORNEY**

12.1 Each Chargor, by way of security, irrevocably appoints the Chargee and any Receiver severally to be its attorney (with full power to appoint substitutes and to sub-delegate) on his behalf and in his name or otherwise, at such time and in such manner as the attorney thinks fit, to execute, deliver and perfect all documents and do all things which:

- (1) he could himself do in relation to the Charged Assets;
- (2) he is or may become obliged to do under this Deed; and/or
- (3) may be required or deemed proper (i) for or in connection with the full exercise of all or any of the rights conferred on the Chargee by this Deed or any applicable law; or (ii) to give full force and effect to the terms and conditions contained in this Deed.

This power of attorney is and shall remain irrevocable as long as this Deed remains outstanding.

## **13. RELEASE AND DISCHARGE OF SECURITY INTEREST**

Upon the time when all Secured Obligations having been irrevocably paid, performed and discharged in full, the Chargee shall automatically (i) release or discharge (as appropriate) the Chargor from all his obligations under this Deed; and (ii) reassign the assets assigned to the Chargee pursuant to this Deed (to the extent not otherwise sold, assigned or otherwise

disposed of or applied in accordance with this Deed) in favour of the Chargor.

#### **14. COSTS AND EXPENSES**

The Chargor shall pay to the Chargee on demand on a full indemnity basis:

- (1) all costs, charges and expenses (including legal fees on a full indemnity basis) reasonably incurred by the Chargee in connection with the negotiation, preparation and execution of this Deed and all other documents ancillary to or derived from any of them; and
- (2) all costs, charges and expenses (including legal fees on a full indemnity basis) reasonably and necessarily incurred by the Chargee in connection with the preservation, enforcement, exercise or intended or attempted exercise of any of the rights, powers or remedies of the Lender under this Deed or the admissibility in evidence of this Deed.

#### **15. CONFIDENTIALITY**

- 15.1 No public announcement or communication of any kind shall be made in respect of the subject matter of this Deed unless specifically agreed between the parties or unless an announcement or communication or disclosure of this Deed and/or the Charge Over Account is required pursuant to the applicable law and the regulations (including, without limitation, the Takeovers Code and/or the Listing Rules) or the requirements of the Stock Exchange or the SFC or any other regulatory body or authority.
- 15.2 Each of the parties undertakes to the other of them that he/it will not, at any time after the date of this Deed, divulge or communicate to any person other than to his/its professional advisers, or when required by law or regulations (including, without limitation, the Takeovers Code and/or the Listing Rules) , or to his/its respective officers or employees whose province he/it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the other party which may be within or may come to his/its knowledge and he/it shall use his/its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

#### **16. NOTICES**

- 16.1 All notices or communications required to be served or given pursuant to this Deed:
  - (1) shall be in writing and may be sent by prepaid postage, mail (by airmail if to another country) or facsimile or email or personal delivery;
  - (2) shall be sent to the parties at the email or address from time to time designated in writing by that party to the other; the initial email and address so designated by each party being set out in Schedule I;
  - (3) if sent by the Chargor shall be irrevocable and shall not be effective until actually received by the Chargee;
  - (4) if sent to the Chargor shall be deemed to have been given and received by the Chargor (a) within three (3) days after the date of posting, if sent by mail; (b) when delivered, if delivered by hand; and (c) on despatch, if sent by email; and
  - (5) shall be in the English language.

**17. MISCELLANEOUS**

- 17.1 If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 17.2 Save as may be expressly otherwise provided herein, time is of the essence of this Deed but no failure or delay on the part of the Chargee to exercise any power, right or remedy hereunder shall operate as a waiver thereof nor shall a waiver by the Chargee of any particular default by the Chargor affect or prejudice the right, power or remedy of the Chargee in respect of any other default or any subsequent default of the same or a different kind nor shall any single or partial exercise by the Chargee of any power, right or remedy hereunder preclude any other or further exercise thereof or the exercise of any power, right or remedy.
- 17.3 No power, right or remedy conferred under this Deed upon the Chargee is intended to be exclusive of any other power, right or remedy but shall be cumulative and shall be in addition to every other power and remedy now or hereafter existing at law, in equity, by statute or contract or otherwise.
- 17.4 No waiver of any Event of Default shall be effective unless in writing signed by the Chargee.
- 17.5 This Deed may not be amended save in writing duly signed by all parties hereto and thereto.
- 17.6 The Chargee may grant waivers, consents or indulgence in respect of any one or more obligations of or conditions or requirements imposed on or applied to the Chargor under or in connection with this Deed including without limitation any condition or requirement applicable to the making of a drawing under the Facility, or prepayment of the Facility and any such waiver, consents or indulgence may be given subject to such terms and conditions as may be imposed by the Chargee.
- 17.7 This Deed may be executed in any number of counterparts, and this Deed has the same effect as if the signatures on the counterparts were on a single copy of this Deed.
- 17.8 Except as expressly provided in this Deed, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Deed, and the parties to this Deed may rescind or vary this Deed (including any term affecting or relating to any third party rights) without the consent of any such third party.
- 17.9 The Chargee hereby acknowledges that Messrs. P. C. Woo & Co. acts as the legal advisers as to Hong Kong laws to the Chargor only, and the Chargee is being reminded to seek its independent legal advice.

**18. ASSIGNMENT**

- 18.1 This Deed shall enure to the benefit of the parties hereto and their respective successors, assignees and transferees.
- 18.2 Both the Chargee and the Chargor may not assign any of its rights or obligations under this Deed without the consent of the other party.

**19. LAW AND JURISDICTION**

- 19.1 This Deed shall be governed by and construed in accordance with the laws of Hong Kong.
- 19.2 The courts of Hong Kong shall have exclusive jurisdiction to hear and determine any dispute, claim or proceeding arising out of or in connection with this Deed (including any question regarding its existence, validity or termination), and each party irrevocably submits to the jurisdiction of the courts of Hong Kong for that purpose.

*[Remainder of this page is intentionally left blank]*

**Schedule I**

**Address and Email for Notification**

<u>Party</u>	<u>Address</u>
The Chargor	Room A, 26/F, The Gloucester, 212 Gloucester Road, Wanchai, Hong Kong  Email: yangjingyao0826@gmail.com
The Chargee	404-405, 4/F, Nan Fung Tower 88 Connaught Road Central Central, Hong Kong  Email: ecm_team@fortune-originsec.com



IN WITNESS hereof the parties hereto have duly executed this Deed the day and year first above written.

**THE CHARGOR**

**SIGNED, SEALED AND DELIVERED** )  
by **YANG JINGYAO (楊敬堯)** )  
)  
)  
)  
)  
)  
)  
in the presence of: )

**THE CHARGE**

**SIGNED** by *Meron David* )  
for and on behalf of )  
)  
**FORTUNE ORIGIN SECURITIES** )  
**LIMITED** )  
(富中證券有限公司) )  
)  
in the presence of: )

*David Hen*

**DATE: 16 April 2026**

**YANG JINGYAO**

(楊敬堯)

(as the Chargor)

**AND**

**FORTUNE ORIGIN SECURITIES LIMITED**

(富中證券有限公司)

(as the Chargee)

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SUPPLEMENTAL AGREEMENT to  
the Charge over Account Deed dated 2 April 2026

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**THIS SUPPLEMENTAL AGREEMENT** is made on 16 April 2026 (this “**Supplemental Agreement**”)

**BETWEEN:**

- (1) **YANG JINGYAO (楊敬堯)**, a Hong Kong resident (HKID No. M960601(2)), whose residential address is situated at Room A, 26/F, The Gloucester, 212 Gloucester Road, Wanchai, Hong Kong (the “**Chargor**”); and
- (2) **FORTUNE ORIGIN SECURITIES LIMITED (富中證券有限公司)**, a company incorporated in Hong Kong with limited liability and a licensed corporation to conduct type 1 (dealing in securities), type 4 (advising on securities) and type 9 (asset management) regulated activities under the Securities and Futures Ordinance (Chapter 571 of Hong Kong laws) and having its registered office at 404-405, 4/F, Nan Fung Tower, 88 Connaught Road Central, Central, Hong Kong (the “**Chargee**”).

(collectively referred to as “**Parties**”)

**WHEREAS:**

- (A) Pursuant to a condition precedent under the facility agreement dated 2 April 2026 entered into between the Chargor (as borrower) and the Chargee (as lender) (the “**Facility Agreement**”), the Chargor and the Chargee entered into the charge over account deed dated 2 April 2026 (the “**Deed**”).
- (B) Given that the facility made available from the Chargee to the Chargor under the Facility Agreement has been reduced from the sum of HK\$120,000,000 to HK\$50,000,000 as agreed by the parties under the supplemental agreement to the Facility Agreement dated 16, the Chargor has made a request to the Chargee for an adjustment to the Charged Assets (as defined in the Deed) and the Chargor has accepted such request. Accordingly, the Parties have agreed to vary the terms of the Deed in the manner set out herein.

**IT IS HEREBY AGREED:**

**1. STATUS OF THIS SUPPLEMENTAL AGREEMENT**

- 1.1 This Supplemental Agreement is supplemental to the Deed. Except as expressly varied, supplemented or amended by this Supplemental Agreement, all terms and expressions defined and construed in the Deed shall have the same meanings and

construction when used in this agreement. In particular, the provisions relating to definitions and interpretation under clause 1 of the Deed shall also apply to this Supplemental Agreement unless the context requires otherwise.

- 1.2 Except as expressly varied, supplemented or amended by this Supplemental Agreement, all the terms and conditions in the Deed shall remain unchanged and in full force and effect and binding on the parties thereto 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.
- 1.3 As from the date hereof, this Supplemental Agreement and the Deed shall be read together and be deemed to constitute one single instrument and, save as provided otherwise or as the context requires otherwise, all references to the agreement in whatever terms in the agreement and any other document shall be read and construed as references to the agreement as amended, varied and supplemented by this Supplemental Agreement.
- 1.4 The Parties agree that the Deed as amended, varied and supplemented by this Supplemental Agreement shall constitute their respective legal, valid and binding obligations and rights enforceable in accordance with its terms.

## 2. **VARIATION**

- 2.1 The Deed shall be amended in the following manner:
  - (a) The recital (A) of the Deed shall be amended and read as follows:

“Pursuant to the facility agreement dated 2 April 2026 (as supplemented by the supplemental facility agreement entered into by the same parties dated 16) entered into between the Chargor (as borrower) and the Chargee (as lender) (the “**Facility Agreement**”), the Chargee has agreed to make available to the Chargor the loan facility of up to HK\$50,000,000 subject to and upon the terms and conditions of the Facility Agreement.”
  - (b) The definitions of “Crystallisation Event” and “Deposit” in Clause 1.1 of the Deed shall be deleted.
  - (c) The definition of “Charged Assets” in Clause 1.1 of the Deed shall be amended and read as follows:

“collectively the Charged Shares and the Related Rights;”
  - (d) The definition of “Charged Shares” in Clause 1.1 of the Deed shall be amended and read as follows:

“all and any Offer Shares acquired by the Chargor under the Offer utilising the funds made available by the Chargee to the Chargor under the Facility (which, for the avoidance of doubt, exclude any Offer Shares acquired by the Chargor using his personal funds and/or other facility made available to the Chargor);”

- (e) Clauses 2.1, 2.3 and 2.4 of the Deed shall be deleted in its entirety. As such, the original Clause 2.2 shall be renumbered to Clause 2.1.
- (f) The new Clause 2.1(2) (i.e. the original Clause 2.2(2)) shall be deleted in its entirety.
- (g) The subheading of Clause 7 shall be amended and read as follows:  
**“OPERATIONS BEFORE AND AFTER EVENT(S) OF DEFAULT”**
- (h) The term “a Crystallisation Event” used in Clauses 7.1, 7.2, 8.1, and 10.1 shall be replaced with “an Event of Default”.
- (i) The Borrower shall repeat to make the warranties and representations set out in Clause 5 of the Deed as at the date of this Supplemental Agreement.

*[The remaining part of this page is intentionally left blank.]*



**Execution page**

The Parties agree to all of the terms of this Supplemental Agreement and execute this Supplemental Agreement on the date above written.

**THE CHARGOR**

**SIGNED by YANG JINGYAO (楊敬堯)** )

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in the presence of:

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**THE CHARGEE**

**SIGNED by** )

**HERON DAVID** )

for and on behalf of )

**FORTUNE ORIGIN SECURITIES** )

**LIMITED** )

**(富中證券有限公司)** )

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in the presence of:

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*David Heron*