

DATE: 16 April 2026

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

AND

**QUAM SECURITIES LIMITED
(華富建業證券有限公司)
(as the Lender)**

**FACILITY AGREEMENT
for
loan facilities of up to HK\$70,000,000**

THIS FACILITY AGREEMENT is made on 16 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 “**Borrower**”); and
- (2) **QUAM SECURITIES LIMITED (華富建業證券有限公司)**, a company incorporated in Hong Kong with limited liability and a licensed corporation to conduct type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities), type 6 (advising on corporate finance) 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 5/F and 24/F (Rooms 2401 and 2412), Wing On Centre, 111 Connaught Road Central, Hong Kong (the “**Lender**”).

WHEREAS:

The Lender has at the request of the Borrower agreed to make available to the Borrower loan facility of up to HK\$70,000,000 subject to and upon the terms and conditions of this Facility Agreement.

1. INTERPRETATION

1.1 In this Facility Agreement (including the Schedules), the following expressions shall, except where the context otherwise requires, have the meanings attributed to them respectively below:

“ Availability Period ”	the period commencing from the date of this Facility Agreement and ending on a date falling on the eighth (8th) Business Day after the close of the Offer (or such other date as may be agreed between the Lender and the Borrower)
“ Business Day ”	a day on which the Stock Exchange is open for the transaction of business
“ Charge Over Account ”	the agreement of charge over account to be executed between the Borrower and the Lender on or around the date of this Facility Agreement in respect of the charging of a securities account maintained by the Borrower with the Lender as security for the Facility in substantially the form as attached in Schedule III hereto
“ Drawdown Date ”	the date on which the Borrower makes the Drawing
“ Drawing ”	the drawdown to be made by the Borrower on the Drawdown Date
“ Early Repayment Threshold ”	HK\$5,000,000, being the maximum Outstanding Principal of the Facility that may remain outstanding from time to time without triggering the repayment and/or interest mechanism(s) under Clause 4.2
“ Encumbrance ”	any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority of security interest, deferred

	purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same
“Events of Default”	any one or more of the events specified in Clause 11.1
“Facility”	the principal amount of up to HK\$70,000,000 to be advanced by the Lender to the Borrower subject to and upon the terms and conditions of this Facility Agreement
“Fortune Origin”	Fortune Origin Securities Limited, 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)
“Fortune Origin Facility Agreement”	the facility agreement dated 2 April 2026 (as supplemented by the supplemental facility agreement entered into by the same parties dated 16 April 2026) entered into between the Borrower (as borrower) and Fortune Origin (as lender) in respect of the loan facility of up to HK\$50,000,000
“Grace Period”	the period of two (2) Business Days immediately following the Business Day on which the Lender having notified the Borrower in writing that the Outstanding Principal under the Facility exceeded the Early Repayment Threshold
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange
“Notice of Drawing”	the notice of drawing under the Facility in the form set out in Schedule II
“Offer”	the mandatory conditional cash offer to be made by Lego Securities Limited and Fortune Origin Securities Limited for and on behalf of the Borrower to acquire the Offer Shares in accordance with the Takeovers Code
“Offer Shares”	all the issued shares in Rongzun International (other than those already owned or agreed to be acquired by the Borrower and parties acting in concert with him)
“Outstanding Principal”	the aggregate principal outstanding amount drawn down by the Borrower under the Facility from time to time
“Repayment Date”	a date which falls on the twentieth (20 th) Business Day after the date of the close of the Offer
“Rongzun International”	Rongzun International Holdings Group Limited (榮尊國際)

控股集團有限公司) (stock code: 1780), a company incorporated in the Cayman Islands with limited liability, the issued shares of which are currently listed on the Main Board of the Stock Exchange

“SFC”	the Securities and Futures Commission of Hong Kong
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers issued by the SFC
“HK\$”	Hong Kong dollars, the lawful currency for the time being of Hong Kong

1.2 Except to the extent that the context requires otherwise, any reference in this Facility Agreement 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 Lender, 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 Facility Agreement are inserted for convenience only and shall be ignored in construing this Facility Agreement. Unless the context otherwise requires, references in this Facility Agreement 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 Facility Agreement to clauses and schedules are references to clauses and

schedules to this Facility Agreement 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. THE FACILITY AND USE OF PROCEEDS

- 2.1 Subject to the terms and conditions of this Facility Agreement, the Lender hereby irrevocably agrees to make available to the Borrower the Facility up to a principal amount of HK\$70,000,000. The Lender hereby confirms that it has earmarked sufficient financial resources for the provision of the Facility to the Borrower (irrespective of the market value of the shares of Rongzun International) under this Facility Agreement.
- 2.2 Subject to Clause 2.3, the proceeds drawn under the Facility shall be applied solely for the purpose of financing the consideration payable in relation to the Offer (including the purchase price of the Offer Shares and any corresponding ad valorem stamp duty, levies and brokerage fees payable by the Borrower) (the “**Consideration**”) of all the Offer Shares under the Offer. Any breach by the Borrower of this Clause 2.2 shall constitute an Event of Default.
- 2.3 The Borrower agrees to finance the Consideration payable in relation to the Offer strictly in accordance with the following priority:
- (1) firstly by his internal resources of up to the sum of HK\$96,000,000;
 - (2) secondly by the drawing of up to the sum of HK\$50,000,000 under the Fortune Origin Facility Agreement; and
 - (3) thereafter, to the extent of any remaining balance of Consideration payable, by the Drawing as specified in the Notice of Drawing pursuant to Clause 3.1.
- 2.4 Notwithstanding any other provision of this Facility Agreement, the Lender shall not be entitled to (i) cancel, terminate, revoke or otherwise suspend its commitment to make the Facility available; (ii) reduce the amount of the Facility; nor (iii) withhold any amount of Drawing made by the Borrower, at any time during the Availability Period (regardless whether any Event(s) of Default has or is expected to occurred).
- 2.5 In the event the Offer is not completed in six (6) months from the date of this Facility Agreement, the parties agree to renegotiate in good faith on the financial terms of this Facility Agreement which shall include but not limited to Clause 4 (Interest and Arrangement Fee) and the charged assets in the Charge Over Account.

3. DRAWING

- 3.1 Subject to Clause 3.2 and other terms and conditions of this Facility Agreement, the Borrower may request Drawing by giving the Notice of Drawing specifying the amount to be drawn hereunder at any time during the Availability Period. The Borrower may request multiple Drawings during the Availability Period.
- 3.2 The Drawing by the Borrower is subject to the conditions that:
- (1) a duly executed Charge over Account (in substantially the form as attached in Schedule III hereto) duly signed by the Borrower;
 - (2) the Lender shall have received not later than 12:00 noon (Hong Kong time) on the date falling two (2) Business Days immediately before the date on which the Drawing is to be made a duly completed original Notice of Drawing signed by the Borrower;

(3) the Borrower covenants and undertakes with the Lender to deposit not less than 103,000,000 shares of Rongzun International, which represents approximately 16% of the issued capital of Rongzun International as at the date of this Facility Agreement to the securities account maintained by the Borrower with the Lender.

3.3 A Notice of Drawing once given under Clause 3.1 shall not be revocable and shall oblige the Borrower to make the Drawing stated in the Notice of Drawing.

4. INTEREST AND ARRANGEMENT FEE

4.1 The Borrower shall pay an arrangement fee of HK\$300,000 to the Lender on the final Business Day of the Availability Period.

4.2 The Borrower shall pay interest on the Outstanding Principal at the rate of twenty eight per cent (28%) per annum and interest shall be calculated on the basis of the actual number of days elapsed and a 365-day year commencing on the Drawdown Date until the Repayment Date and the interest shall be paid and accrued on a daily basis. Any accrued interest shall be payable on the Repayment Date together with the Outstanding Principal under this Facility Agreement.

4.3 Subject to Clause 4.4, if the Borrower defaults in repayment on the Repayment Date of any part of the Outstanding Principal, interest and other amounts payable hereunder, the Borrower shall pay interest on such Outstanding Principal, interest and other amounts hereunder from the Repayment Date until payment in full (before and after judgment) at the rate of thirty-six per cent (36%) per annum. Such interest shall be calculated on the basis of the actual number of days elapsed on a daily basis and a 365-day year.

4.4 If at any time the Lender notified the Borrower in writing that the Outstanding Principal exceeded the Early Repayment Threshold, the Borrower shall within the Grace Period repay to the Lender such part of the Outstanding Principal as is necessary to ensure that the Outstanding Principal does not exceed the Early Repayment Threshold, failing which an interest shall accrue on the Outstanding Principal at the annual interest rate equivalent to thirty-six per cent. (36%) accruing from the first Business Day immediately after expiry of the Grace Period until (and including) the date on which the Outstanding Principal falls below the Early Repayment Threshold, payable on the Repayment Date in accordance with Clause 5. Such interest shall be calculated on the basis of the actual number of days elapsed on daily basis and a 365-day year.

4.5 In addition to the interests as ascribed in Clauses 4.3 and Clause 4.4, where an event of default is triggered under Clause 11.1 of this Facility Agreement, the Borrower shall pay a default fee equal to one per cent (1%) of the Outstanding Principal.

5. REPAYMENT

Without prejudice to Clauses 6 and 11.2, the Borrower shall repay the Outstanding Principal (together with all interest accrued thereunder in accordance with Clause 5.2 above (if any)) in full in one lump sum on the Repayment Date.

6. PREPAYMENT

6.1 The Borrower may prepay to the Lender the whole or any part of the outstanding principal amount of the Facility before the Repayment Date provided that the Borrower shall have given to the Lender not less than two (2) Business Days' notice in writing of its intention to make such prepayment, specifying the amount to be prepaid and the date on which prepayment is to be made.

6.2 Any amounts prepaid under this Clause 6 shall not be available for re-borrowing and drawing.

7. PAYMENTS

7.1 All payments to be made by the Borrower to the Lender pursuant to this Facility Agreement shall be made in Hong Kong dollars in immediately available funds and, unless expressly provided in this Facility Agreement to the contrary, shall be made to the Lender not later than 11:00 a.m. (Hong Kong time) on the due day to such account as the Lender may from time to time stipulate in writing.

7.2 Whenever payment hereunder shall become due on a day which is not a Business Day at the place appointed for payment, the due date thereof shall either be extended to the next succeeding Business Day or, if such next succeeding Business Day falls in the following calendar month, be fixed on the preceding Business Day.

8. TAXES

8.1 All amounts payable by the Borrower hereunder shall be made without set-off, counterclaim or other deductions and free and clear of and without deduction for or on account of any taxes (other than tax on the overall net income of the Lender) now or hereafter imposed, levied, collected, withheld or assessed by any country, state or any political sub-division or taxing authority thereof or therein or any federation or organisation of which any such country, state or any political sub-division thereof may at the time of payment be a member.

8.2 If the Borrower is prohibited by law from making payments without deduction or withholding as provided in Clause 8.1 then:

- (1) the Borrower shall ensure that such deduction and/or withholding does not exceed the minimum legal requirement;
- (2) the Borrower shall pay to the Lender such additional amounts as necessary in order that the net amounts received by the Lender, after such deduction or withholding shall equal the amount which it would have received had no such deduction or withholding been required to be made;
- (3) the Borrower shall immediately and in any event no later than the date after which penalties would attach cause to be paid over to the relevant authority the full amount of the deduction or withholding which it is required to deduct or withhold including the whole amount of any deduction or withholding from any additional amount paid pursuant to paragraph (2) above; and
- (4) the Borrower shall deliver to the Lender within ten (10) days of payment or the due date or on demand satisfactory evidence of payment of such deduction or withholding to the relevant authority.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Borrower hereby represents and warrants to the Lender as follows:

- (1) the Borrower 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 Facility Agreement; and (d) enter into and perform his obligations under this Facility Agreement to which he is a party;
- (2) the execution, delivery and performance by the Borrower of this Facility Agreement

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 Facility Agreement constitutes or will, when executed, constitute the legal, valid and binding obligations of the Borrower, enforceable in accordance with its terms;
- (4) no action, suit or proceeding is pending or threatened against the Borrower before any court, board of arbitration or administrative agency or tribunal which the Lender may at its absolute discretion consider to be material on the business, assets or condition (financial or otherwise) of the Borrower on the ability of the Borrower to perform any of his obligations under this Facility Agreement or other documents to which he is a party;
- (5) the Borrower has not taken any action for bankruptcy and no steps have been taken or proceedings started or is threatened for the bankruptcy of the Borrower or for the appointment of a receiver, trustee or similar officer of the Borrower;
- (6) the Borrower 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 Facility Agreement, 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 Borrower under this Facility Agreement rank and will continue to rank at least pari passu with its existing and future unsecured and unsubordinated obligations;
- (8) the Borrower is not required to make any deduction or withholding from amounts payable under this Facility Agreement 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 Facility Agreement by the Borrower.

9.2 The Borrower hereby further represents, warrants and agrees that each of the representations and warranties contained in Clause 9.1 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.

9.3 The Borrower hereby acknowledges that the Lender has agreed to make available the Facility to the Borrower in reliance upon the representations and warranties contained in Clause 9.1.

10. COVENANTS

10.1 The Borrower hereby covenants and agrees with the Lender that so long as any part of the Facility or any other amounts payable hereunder remain outstanding, he shall (where applicable):

- (1) promptly advise the Lender in writing of details of any litigation, arbitration or administrative proceeding which would have rendered the undertakings,

representations and warranties contained in Clause 9.1 incorrect had the same been current or threatened as at the date hereof immediately upon occurrence of the same;

- (2) deliver to the Lender within the period specified in any notice from the Lender, all such other information relating to the condition (financial or otherwise) of the Borrower as the Lender may request;
- (3) in all respects observe and comply with the covenants and obligations under this Facility Agreement and other documents to which he is a party;
- (4) promptly advise the Lender upon becoming aware of (i) any Events of Default; (ii) any potential Events of Default; or (iii) any material adverse factor which may inhibit the Borrower in the performance of his obligations under this Facility Agreement; and
- (5) comply with the terms and conditions of all applicable laws, regulations, agreements, licences and concessions in all material aspects at all times.

10.2 The Borrower hereby covenants and agrees with the Lender that so long as any part of the Facility or any other amounts payable hereunder remain outstanding, he will not take any action to bankrupt himself.

11. EVENTS OF DEFAULT

11.1 There shall be an Event of Default if any one of the following events shall have occurred or is continuing:

- (1) the Borrower fails to pay and/or repay the Outstanding Principal (together with all interest accrued there under (if any)) and fee in accordance with Clauses 4 and 5;
- (2) any of the representations or warranties by the Borrower contained in this Facility Agreement or made pursuant hereto proves to have been untrue or incorrect when made or deemed to have been made;
- (3) any decree or order is made by any competent court adjudging the Borrower insolvent or bankrupt under the insolvency or bankruptcy laws of any jurisdiction to which he may be subject or any order or application is made for the appointment of any liquidator, receiver, trustee, curator or sequestrator or other similar official of the Borrower in respect of all or a substantial part of his assets;
- (4) any step is taken by any person for the bankruptcy of the Borrower;
- (5) the Borrower repudiates this Facility Agreement or does or causes to be done any act or thing evidencing an intention to repudiate this Facility Agreement or any action or proceeding of or before any court or authority shall be commenced (and not withdrawn or dismissed within a period of fourteen (14) days after its commencement) to enjoin or restrain the performance of and compliance with any obligations expressed to be assumed by the Borrower in this Facility Agreement or in any event to question the right and power of the Borrower to enter into, exercise his rights under and perform and comply with any obligations expressed to be assumed by any of it in this Facility Agreement or the legality, validity and enforceability of this Facility Agreement;
- (6) it is or will become unlawful for the Borrower to perform or comply with any obligations under this Facility Agreement;
- (7) there should occur in the opinion of the Lender a material adverse change in the

condition (financial or otherwise) of the Borrower;

- (8) anything is done or omitted by the Borrower which in the opinion of the Lender, materially affects the ability of the Borrower to perform his obligations under this Facility Agreement;
- (9) the Borrower defaults or receives notice of default under any agreement or obligation whether relating to borrowing or other matters or any indebtedness of the Borrower becomes payable, or capable of being, or is declared payable before its stated maturity or is not paid when due or any security interest, guarantee or other security now or hereafter created by the Borrower becomes enforceable;
- (10) any other event or circumstance arises which, in the absolute opinion of the Lender, is likely and adversely to affect the ability of the Borrower to perform all or any of his obligations under or otherwise to comply with the terms of this Facility Agreement;
- (11) the Borrower fails to comply in all material respects with all applicable laws, rules, codes, regulations, consents, licences, approvals and authorisations in Hong Kong;
- (12) an event of default under the Charge over Account or any other loans or debt owed by the Borrower in relation to the Offer shall have occurred or is continuing;
- (13) the shares of Rongzun International cease to be listed on the Stock Exchange or are suspended for trading on the Stock Exchange for a continuous period of more than seven (7) Business Days on the Stock Exchange except for the reason of clearing any announcement, circular or documents in relation to the Offer at any time prior to the completion of the Offer; or
- (14) the Borrower fails to maintain such number of shares of Rongzun International in the securities account maintained by the Borrower with the Lender as ascribed in Clause 3.2(3) from the Drawdown Date until the Repayment Date.

11.2 Upon the occurrence of an Event of Default and at any time thereafter, the Lender may, upon expiry of the Availability Period, by notice in writing to the Borrower declare the Facility and all other monies payable under this Facility Agreement to be forthwith due and payable whereupon the same shall be forthwith due and payable.

12. INDEMNITIES

Without prejudice to any other right or remedy of the Lender, upon:

- (1) the occurrence of an Event of Default;
- (2) the declaration of the Facility to be immediately due and payable pursuant to Clause 11.2 or otherwise in accordance with the terms of this Facility Agreement; and/or
- (3) any sums payable by the Borrower under this Facility Agreement not being paid when due, and at any time thereafter,

the Borrower shall pay to the Lender on demand such amount or amounts as shall fully indemnify the Lender against all losses, expenses and liabilities which the Lender may sustain or incur by reason of the occurrence of any of the foregoing including but not limited to any loss, expense, premium or penalties suffered or incurred by the Lender in liquidating or re-employing deposits from third parties acquired to effect or maintain the Facility or any part thereof.

13. FEES AND EXPENSES

The Borrower shall pay to the Lender 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 Lender in connection with the negotiation, preparation and execution of this Facility Agreement 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 Lender 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 Facility Agreement or otherwise in connection with the Facility or the admissibility in evidence of this Facility Agreement.

14. CONFIDENTIALITY

- 14.1 No public announcement or communication of any kind shall be made in respect of the subject matter of this Facility Agreement unless specifically agreed between the parties or unless an announcement or communication or disclosure of this Facility Agreement 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.
- 14.2 Each of the parties undertakes to the other of them that he/it will not, at any time after the date of this Facility Agreement, 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.

15. NOTICES

- 15.1 All notices or communications required to be served or given pursuant to this Facility Agreement:
 - (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 Borrower shall be irrevocable and shall not be effective until actually received by the Lender;
 - (4) if sent to the Borrower shall be deemed to have been given and received by the Borrower (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.

16. MISCELLANEOUS

- 16.1 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.
- 16.2 Save as may be expressly otherwise provided herein, time is of the essence of this Facility Agreement but no failure or delay on the part of the Lender to exercise any power, right or remedy hereunder shall operate as a waiver thereof nor shall a waiver by the Lender of any particular default by the Borrower affect or prejudice the right, power or remedy of the Lender 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 Lender of any power, right or remedy hereunder preclude any other or further exercise thereof or the exercise of any power, right or remedy.
- 16.3 No power, right or remedy conferred under this Facility Agreement upon the Lender 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.
- 16.4 No waiver of any Event of Default shall be effective unless in writing signed by the Lender.
- 16.5 This Facility Agreement may not be amended save in writing duly signed by all parties hereto and thereto.
- 16.6 The Lender 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 Borrower under or in connection with this Facility Agreement 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 Lender.
- 16.7 This Facility Agreement may be executed in any number of counterparts, and this Facility Agreement has the same effect as if the signatures on the counterparts were on a single copy of this Facility Agreement.
- 16.8 Except as expressly provided in this Facility Agreement, a person who is not a party to this Agreement 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 Facility Agreement, and the parties to this Facility Agreement may rescind or vary this Agreement (including any term affecting or relating to any third party rights) without the consent of any such third party.
- 16.9 The Lender hereby acknowledges that Messrs. P. C. Woo & Co. acts as the legal advisers as to Hong Kong laws to the Borrower only, and the Lender is being reminded to seek its independent legal advice.
- 16.10 The Borrower agrees to appoint the Lender as the placing agent to place down such number of accepted Offer Shares in order to maintain sufficient public float in the shares of Rongzun International in the market if necessary.

17. ASSIGNMENT

- 17.1 This Facility Agreement shall enure to the benefit of the parties hereto and their respective

successors, assignees and transferees.

- 17.2 Both the Lender and the Borrower may not assign any of its rights or obligations under this Facility Agreement without the consent of the other party.

18. LAW AND JURISDICTION

- 18.1 This Facility Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

- 18.2 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 Facility Agreement (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.

Schedule I

Address and Email for Notification

<u>Party</u>	<u>Address</u>
The Borrower	Room A, 26/F, The Gloucester, 212 Gloucester Road, Wanchai, Hong Kong Email: yangjingyao0826@gmail.com
The Lender	5/F and 24/F (Rooms 2401 and 2412), Wing On Centre, 111 Connaught Road Central, Hong Kong Email: qsec-ecm@quamgroup.com

Schedule II

Notice of Drawing

To: Quam Securities Limited
(華富建業證券有限公司)
5/F and 24/F (Rooms 2401 and 2412),
Wing On Centre,
111 Connaught Road Central,
Hong Kong

I refer to the facility agreement dated _____ (the “**Facility Agreement**”) pursuant to which you have agreed to advance a facility in the principal amount of up to HK\$70,000,000 to us.

I hereby:

- (1) give you notice that we intend to make a drawing of HK\$ _____ on _____;
- (2) certify that no Event of Default or condition, act or event which, with the giving of notice or lapse of time or both or the fulfillment of any other condition would constitute an Event of Default has occurred, is continuing or would result from the drawing requested hereunder; and
- (3) represent and warrant that the representations and warranties set out in Clause 9 of the Facility Agreement are true and correct on the date hereof with reference to the facts and circumstances now existing.

I hereby irrevocably authorise and direct you to pay the proceeds of the drawing under the Facility to _____ by way of bank transfer to the designated accounts or by way of cheque made payable to such party, or to any other third parties in accordance with the payment instructions given by me. Acknowledge receipt by the recipient shall be deemed as my recipient of the drawdown sum.

Expressions capitalised and not defined in this Notice of Drawing shall have the meanings attributed thereto in the Facility Agreement.

Yours faithfully,

Name: YANG JINGYAO(楊敬堯)

Schedule III

Charge over Account

DATE: 16 April 2026

YANG JINGYAO
(楊敬堯)
(as the Chargor)

AND

QUAM SECURITIES LIMITED
(華富建業證券有限公司)
(as the Chargee)

Charge over Account

THIS CHARGE OVER ACCOUNT DEED is made on 16 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) **QUAM SECURITIES LIMITED (華富建業證券有限公司)**, a company incorporated in Hong Kong with limited liability and a licensed corporation to conduct type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities), type 6 (advising on corporate finance) 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 5/F and 24/F (Rooms 2401 and 2412), Wing On Centre, 111 Connaught Road Central, Hong Kong (the “**Chargee**”).

WHEREAS:

- (A) Pursuant to the facility agreement dated 16 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\$70,000,000 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:

“**Chargor Account**” the margin securities account with account number 607471 (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;

“**Charged Assets**” collectively the Charged Shares and the Related Rights;

“**Charged Shares**” 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);

“**Collateral Rights**” all rights, powers and remedies of the Chargee provided by or pursuant to this Deed or by law;

“**Financial Adviser(s)**” 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;

“Offer Final Remittance Date” 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;

“Offer Period” 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;

“Property Ordinance” the Conveyancing and Property Ordinance (Chapter 219 of the Laws of Hong Kong), as amended and varied from time to time;

“Receiver” 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;

“Related Rights” in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale, lease or other disposal in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities and/or covenants for title in respect of that asset;
- (d) any moneys and proceeds paid or payable in respect of that asset;
- (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
- (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,

(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 As continuing security for the payment and discharge of the Secured Obligations, the Chargor, as sole legal and beneficial owner, hereby charges and assigns by way of first fixed charge and first legal assignment to the Chargee all his present and future right, title and interest in and to the Charged Assets (comprising (a) the Charged Shares and (b) the Related Rights) as security for the Facility.

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 credit of the Chargor Account to the Share Registrar or the shareholder(s) of Rongzun International or such other securities account(s) maintained by the Chargor with any other securities firm in Hong Kong designated by the Chargor and/or its Financial Adviser(s) 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) upon acquiring any Offer Shares utilising the funds made available by the Chargee to the Chargor under the Facility, promptly deposit such Offer Shares into the Chargor Account;
- (2) promptly upon receipt, deposit any dividends or other distributions received by the Chargor from the Charged Shares (if any) into the Chargor Account;
- (3) 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);

- (4) at all times remain the sole beneficial owner of the Charged Assets;
- (5) 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);
- (6) 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;
- (7) 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;
- (8) 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
- (9) 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 EVENT(S) OF DEFAULT

- 7.1 At all times prior to the occurrence of an Event of Default, 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 an Event of Default, 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 an Event of Default, 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 an Event of Default, 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 Facility Agreement 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	5/F and 24/F (Rooms 2401 and 2412), Wing On Centre, 111 Connaught Road Central, Hong Kong Email: qsec-ecm@quamgroup.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)
)
for and on behalf of)
QUAM SECURITIES LIMITED)
(華富建業證券有限公司))
)
)
in the presence of:)

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

THE BORROWER

SIGNED by YANG JINGYAO (楊敬堯))
)
)
)
)
)
)
in the presence of:)

THE LENDER

SIGNED by Calvin Chiu)
)
for and on behalf of)
QUAM SECURITIES LIMITED)
(華富建業證券有限公司))
)
in the presence of: Edward Chan)



DATE: 6 May 2026

YANG JINGYAO

(楊敬堯)

(as the Borrower)

AND

QUAM SECURITIES LIMITED

(華富建業證券有限公司)

(as the Lender)

SUPPLEMENTAL AGREEMENT to
the Facility Agreement dated 16 April 2026

THIS SUPPLEMENTAL AGREEMENT is made on 6 May 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 “**Borrower**”); and
- (2) **QUAM SECURITIES LIMITED** (華富建業證券有限公司), a company incorporated in Hong Kong with limited liability and a licensed corporation to conduct type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities), type 6 (advising on corporate finance) 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 5/F and 24/F (Rooms 2401 and 2412), Wing On Centre, 111 Connaught Road Central, Hong Kong (the “**Lender**”).

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

WHEREAS:

- (A) The Lender and the Borrower entered into the facility agreement on 16 April 2026 (the “**Facility Agreement**”) in respect of a facility up to HK\$70,000,000 (the “**Facility**”).
- (B) The Parties mutually agreed to vary the terms of the Facility Agreement 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 Facility Agreement. Except as expressly varied, supplemented or amended by this Supplemental Agreement, all terms and expressions defined and construed in the Facility Agreement shall have the same meanings and construction when used in this Supplemental Agreement. In particular, capitalised terms defined under clause 1 of the Facility Agreement 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 Facility Agreement 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 Facility Agreement 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 Facility Agreement 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 Facility Agreement shall be amended in the following manner:
- (a) The recital of the Facility Agreement shall be amended and read as follows:
“The Lender has at the request of the Borrower agreed to make available to the Borrower loan facility of up to HK\$40,000,000 subject to and upon the terms and conditions of this Facility Agreement.”
- (b) The definition of the “Facility” in Clause 1.1 of the Facility Agreement shall be amended and read as follows:
“the loan facility in the principal amount of up to HK\$40,000,000 to be advanced by the Lender to the Borrower subject to and upon the terms and conditions of this Facility Agreement”
- (c) The following definition of the “Cash Deposit” be added to Clause 1.1 of the Facility Agreement:
“a cash sum of not less than HK\$30,000,000”
- (d) Clause 2.1 of the Facility Agreement shall be amended and read as follows:
“Subject to the terms and conditions of this Facility Agreement, the Lender hereby irrevocably agrees to make available to the Borrower the Facility up to a principal amount of HK\$40,000,000. The Lender hereby confirms that

it has earmarked sufficient financial resources for the provision of the Facility to the Borrower (irrespective of the market value of the shares of Rongzun International) under this Facility Agreement.”

(e) Clause 3.2 of the Facility Agreement shall be amended and read as follows:

“The Drawing by the Borrower is subject to the conditions that:

- (1) a duly executed Charge over Account (in substantially the form as attached in Schedule III hereto) duly signed by the Borrower;
- (2) the Lender shall have received not later than 12:00 noon (Hong Kong time) on the date falling two (2) Business Days immediately before the date on which the Drawing is to be made a duly completed original Notice of Drawing signed by the Borrower;
- (3) not less than 103,000,000 shares in Rongzun International (representing approximately 16% of the issued capital of Rongzun International as at the date of this Facility Agreement) to the securities account maintained by the Borrower with the Lender (the “**Account**”);
- (4) the Cash Deposit having been deposited to the Account for the sole and exclusive purpose of settlement of payment for any part of the Consideration; and
- (5) the Cash Deposit having been utilised in full for the settlement of payment of the Consideration before utilisation of the Facility.”

(f) The first paragraph of Schedule II (Notice of Drawing) to the Facility Agreement shall be amended and read as follows:

“I refer to the facility agreement dated 16 April 2026 (as supplemented by the supplemental facility agreement entered into by the same parties dated 6 May 2026) (the “**Facility Agreement**”) pursuant to which you have agreed to advance a facility in the principal amount of up to HK\$40,000,000 to us.”

(g) The Borrower shall repeat to make the warranties and representations set out in Clause 9 of the Facility Agreement as at the date of this Supplemental Agreement.

3. LAW AND JURISDICTION

3.1 This Supplemental Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

3.2 The Parties hereby irrevocably submit to the jurisdiction of the courts of Hong Kong.

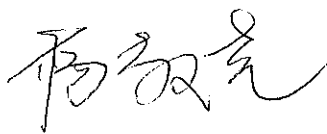
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Execution page

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

THE BORROWER

SIGNED by YANG JINGYAO (楊敬堯))

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in the presence of:)

THE LENDER

SIGNED by)

CALVIN CHIU)

for and on behalf of)

QUAM SECURITIES LIMITED)

(華富建業證券有限公司))

)

in the presence of:)

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in the presence of:)

THE LENDER

SIGNED by)
CALVIN CHIU)
for and on behalf of)
QUAM SECURITIES LIMITED)
(華富建業證券有限公司))
)
in the presence of: Edward Chan)

