

Certain personal information contained in this document has been redacted. The remaining information is considered as adequate by the Company and its directors for the purpose of disclosing the nature and significance of this document, and for the Company to fulfil its relevant disclosure obligations under the Code on Takeovers and Mergers.

**DATED: 12<sup>th</sup> February 2026**

**BINGO GROUP HOLDINGS LIMITED**

**AND**

**CHIAU SING CHI**

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**DEED OF AMENDMENT  
RELATING TO  
zero coupon convertible bonds due 2025  
in the principal amount of HK\$19,000,000**

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*This Table of Contents does not form part of this Deed or affect its construction*

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**THIS DEED OF AMENDMENT (“this Deed”)** is executed on 12<sup>th</sup> February 2026

BETWEEN

- (1) **BINGO GROUP HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability and having its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and whose principal place of business in Hong Kong at Unit 202, 2/F, Chinaweal Centre, 414-424 Jaffe Road, Hong Kong (the “**Issuer**”); and
- (2) **CHIAU SING CHI**, holder of Hong Kong Identity Card Number [REDACTED] of [REDACTED] (the “**Subscriber**”).

**WHEREAS:**

- (A) On 7 December 2021, the Issuer and the Subscriber entered into a subscription and settlement agreement (the “**Subscription Agreement**”), pursuant to which the Issuer conditionally agreed to issue and the Subscriber conditionally agreed to subscribe for or procure the subscription by its nominee(s) of the zero coupon convertible bonds due 2025 in the principal amount of HK\$19,000,000 (the “**Convertible Bonds**”).
- (B) On 17 March 2022, the Issuer executed a deed poll in favour of the Subscriber in respect of the issue of the Convertible Bonds (the “**Bond Instrument**”).
- (C) Subject to the terms and conditions of this Deed, the Issuer and the Subscriber have agreed that the terms and conditions of the Bond Instrument shall be amended in the manner herein provided (the “**Amendment of Terms**”).

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions**

- 1.1 In this Deed (including the recitals above), unless the context otherwise requires, the terms and expressions used in this Deed shall have the same meanings as that defined in the Subscription Agreement and the Bond Instrument.
- 1.2 Unless the context otherwise requires, terms importing the singular number only shall include the plural and vice versa and terms importing persons shall include firms and corporations and terms importing one gender only shall include the other gender.
- 1.3 Reference in this Deed to a Clause, unless the context otherwise requires, shall be construed as the respective clause of the Instrument.
- 1.4 The headings to clauses and the table of contents inserted in this Deed are inserted for

convenience only and shall be ignored in construing this Deed.

## 2. Amendment of Terms

2.1 Condition 9.1(A) of the Bond Instrument shall be deleted in its entirety and be substituted by the following:

“(A) **Comply with conversion restriction:** provided that at the time a Conversion Notice is issued, the public float of the Shares shall not be less than 25% (or any given percentage as required by the GEM Listing Rules for the minimum percentage of Shares being held by the public as per Rule 17.37B of the GEM Listing Rules) of the issued Shares of the Company at the time in compliance with the GEM Listing Rules, the Bondholder(s) shall, subject to compliance with the procedures set out in the Conditions, have the right at any time during the Conversion Period to convert the whole or part (in authorised denominations) of the outstanding principal amount of Bonds registered in its name into Shares at the Conversion Price;”

## 3. Conditions to the Amendment of Terms

3.1 The Amendment of Terms provided in Clause 2 above shall be conditional upon and subject to:

- (a) the approval having been obtained from the Stock Exchange in respect of the Amendment of Terms;
- (b) the Listing Committee of the Stock Exchange having granted approval for the listing of, and permission to deal in the Conversion Shares to be allotted and issued by the Issuer upon exercising the conversion right pursuant to the terms and conditions of the Convertible Bonds (as amended by this Deed);
- (c) the passing of an ordinary resolution by the Shareholders (other than the Subscriber and, Golden Treasure Global Investment Limited and their associates (as defined under the GEM Listing Rules) and all other Shareholders (if any) who are involved or interested in the Subscription Agreement and the transactions contemplated thereunder) at a general meeting of the Company to be convened and held to approve this Deed and the transactions contemplated hereunder; and
- (d) all necessary consents and approvals required to be obtained on the part of the Company and the Bondholder in respect of the Amendment of Terms having been obtained and remained in full force and effect.

3.2 The Amendment of Terms shall take effect on the next Business Day when all the conditions above are fulfilled. If any the above conditions is not fulfilled on or before 31 May 2026 (the “**Long Stop Date**”), or such other date as the parties may agree in writing, then (i) this Deed will automatically lapse and become null and void and the parties shall

be released from all obligations hereunder, save for the liabilities for any antecedent breaches, and (ii) the Issuer shall on the next Business Day following the Long Stop Date, redeem all the outstanding Convertible Bonds by paying to the Subscriber all outstanding principal amount and accrued but unpaid interest and any other amounts up to and including such date of redemption (which is not the original Maturity Date) in accordance with the terms and conditions of the Convertible Bonds.

#### **4. General**

- 4.1 Subject only to the amendments, variations, additions or insertions herein contained and such other alterations (if any) as may be necessary to make the Bond Instrument consistent with this Deed, the Bond Instrument shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Deed were inserted therein by way of addition or substitution, as the case may be.
- 4.2 The Issuer and the Subscriber agree and undertake to do all such acts and things and execute all such deeds and documents as may be reasonably necessary to give effect to the provisions of this Deed and the transactions contemplated thereunder.
- 4.3 If at any time any one or more of the provisions of this Deed is/are or become(s) illegal, invalid or unenforceable in any respect under laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby.
- 4.4 This Deed may be executed in counterparts with the same force and effect as if executed on a single document each of which shall be an original and all such counterparts shall together constitute one and the same instrument.
- 4.5 The Issuer and the Subscriber shall bear its own legal and professional fees, costs and expenses incurred in the negotiation, preparation and execution of documents in connection with this Deed.

#### **5. Contracts (Rights of Third Parties) Ordinance**

Unless expressly provided to the contrary 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 (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this Deed, and whether so provided in this Deed or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Deed.

#### **6. Governing law**

This Deed is subject to and shall be construed in accordance with the laws of Hong Kong and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong courts.

IN WITNESS whereof the parties to this Deed have been duly executed hereto the date first above written.

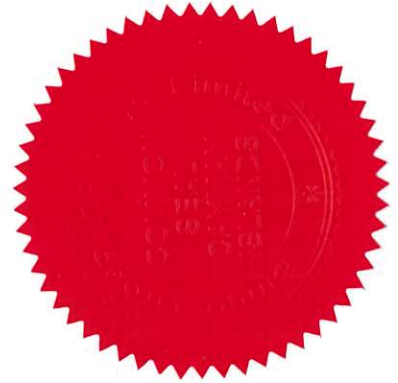
SEALED with the COMMON SEAL of  
BINGO GROUP HOLDINGS LIMITED  
and SIGNED by Tsang Fung Chu

and Lau Man kit

for and on behalf of  
BINGO GROUP HOLDINGS LIMITED

in the presence of: To Ho Lun So

Handwritten signature of Tsang Fung Chu and Lau Man Kit, with a vertical dashed line to the left.



SIGNED, SEALED AND DELIVERED AS A DEED

by CHIAU SING CHI

in the presence of:

陳俊興, [Handwritten signature]

Handwritten signature of Chiau Sing Chi, with a vertical dashed line to the left.