

PROMISSORY NOTE 1

(the “Note”)

本票1

(「本票据」)

Date: 4 September 2025

日期：2025年9月4日

Zephyrus Capital Limited, a company incorporated in Hong Kong with limited liability having its registered office at Unit 60, 3/F., Yau Lee Center, No. 45 Hoi Yuen Road, Kwun Tong, Hong Kong (the “**Issuer**”) for value received **HEREBY AGREES AND PROMISES** to pay to **Tsang Chun Ho Anthony**, holder of Hong Kong Identity Card No. Z363443(5), having his address at Unit A, G/F. Count B, Tower 3, Dragons Range, 33 Lai Ping Road, Shatin, N.T., Hong Kong (the “**Payee**”, which term shall include his successors and assignees) or to such person as the Payee may direct in writing, the principal sum of HK\$20,000,000 (the “**Principal Sum**”) on the terms contained herein.

Zephyrus Capital Limited，一家在香港注册成立的有限公司，其注册办事处位于香港观塘开源道45号有利中心3楼60室（「**发行人**」），特此同意并承诺向香港身份证号码Z363443(5)持有人子辰付款，其地址为香港新界沙田丽坪路33号玫瑰山月珑阁第3座地下A室（「**收款人**」，包括其继承人和受让人）或收款人可能以书面形式指示的任何人，根据本文所载的条款，本金为港币20,000,000元（「**本金**」）。

This Note is made pursuant to a sale and purchase agreement (the “**Agreement**”) dated 4 September 2025 entered into between Ms. Ma Xiaoqiu as the vendor, the Payee as the guarantor, and the Issuer as the purchaser in relation to the sale and purchase of 100 issued shares (the “**Sale Shares**”) of Mars Worldwide Holdings Limited (the “**Company**”), representing the entire issued share capital of the Company, at a consideration of HK\$54,000,000 (the “**Consideration**”). Capitalised terms used herein shall have the same meaning as those defined in the Agreement, unless otherwise specified.

本票据是根据马小秋女士作为卖方，收款人作为担保人与发行人作为买方订立的日期为2025年9月4日的买卖协议（「**协议**」）订立的，该协议涉及买卖Mars Worldwide Holdings Limited（「**该公司**」）的100股已发行股份（「**出售股份**」），代表该公司全部已发行股本，代价为港币54,000,000元（「**代价**」）。

除非另有说明，否则此处使用的大写术语应与协议中定义的术语具有相同的含义。

Principal Sum 本金

Pursuant to the terms of the Agreement, part of the Consideration in the amount of HK\$20,000,000 (i.e., the Principal Sum) shall be satisfied by the Issuer by way of issue of this Note. As security for the performance of the Issuer's obligations under this Note, the Issuer has on the date of this Note entered into a deed of share charge over the Sale Shares in favour of the Payee subject to and upon conditions set out therein.

根据协议条款，发行人应通过发行本票清偿20,000,000港元（即本金）的部分代价。作为发行人履行本票据项下义务的担保，发行人于本票据签订之日已就出售股份订立股份押记契约，以收款人为受益人，但须遵守该契约所载的条件。

Repayment 偿还

Subject as hereinafter provided, the Issuer shall pay the outstanding Principal Sum on the date falling four (4) months after the date of this Note (the "Maturity Date").

在下文规定的情况下，发行人应在本票据日期后四（4）个月（「到期日」）支付未偿还本金。

Interest 利息

No interest shall be accrued on the outstanding Principal Sum.

未偿还的本金不计算利息。

Early Repayment 提前还款

Provided that the Issuer has given to the Payee not less than ten (10) Business Days' prior notice in writing of its intention to repay any part of the outstanding Principal Sum under this Note, the Issuer may at any time from the date of issue of this Note up to the date immediately prior to the Maturity Date, repay all the outstanding Principal Sum of this Note or any part of it (in amounts of not less than HK\$1,000,000 save that if at that time, the outstanding principal amount of this Note is less than HK\$1,000,000, the whole outstanding Principal Sum (but not part only) of this Note may be repaid). Notice of intention to repay the outstanding Principal Sum of this Note shall not be effective until actually received by the Payee but once having been given by the Issuer shall be irrevocable. No premium, fee or penalty shall be borne or payable by the Issuer in respect of any early repayment made in accordance with this Note.

如果发行人已至少提前十（10）个营业日以书面形式向收款人发出其打算偿还本票据项下未偿还本金的任何部分的意图，则发行人可于本票据发行之日起至到期日前的任何时间，偿还本票据的所有未偿还本金或其任何部分（金额不少于1,000,000港元，但如届时本票据的未偿还本金金额少于1,000,000港元，则可偿还本票据的全部未偿还本金（但不只部分））。本票据的未偿还本金的意向通知须在收款人实际

收到之前才生效，但发行人一经发出即不可撤销。发行人无须就根据本票据作出的任何提前还款承担或支付任何溢价、费用或罚款。

Method of Payment 付款方式

Payments hereunder shall be made by way of cheque(s) or cashier's order issued by a licensed bank in Hong Kong in favour of the Payee or to such person as the Payee may direct in writing delivered to the address set forth above or at such other address as the Payee may from time to time specify in writing or by remittance to such bank account as the Payee may notify the Issuer from time to time in writing and delivered or remitted to the Payee by 4 p.m. on the due dates for payment of the outstanding Principal Sum (or by other means to be mutually agreed between the Issuer and the Payee) and the receipt of the said cheque or cashier's order or the remittance advice shall be a sufficient discharge to the Issuer.

本票据项下的付款应以支票或银行本票的方式支付，该支票或银行本票由香港持牌银行签发，以收款人为受益人，或以收款人书面指示的人士，或以书面方式交付至上述地址或收款人不时以书面形式指定的其他地址，或汇款至收款人不时通知发卡人的银行账户以书面形式交付或汇款给收款人，并在支付未偿还本票据的到期日下午4时前交付或汇款给收款人（或通过发行人与收款人共同商定的其他方式），并收到上述支票或银行本票或汇款通知书，即为向发行充分解除债务。

Transfer or Assignment 转让

This Note may not be freely transferrable or assignable by the Payee save with the prior written consent of the Issuer, which may be given by the Issuer at its absolute discretion. 除非事先获得发行人的书面同意，否则收款人不得自由转让本票据，发行人可按其绝对酌情权给予该同意。

Time of the Essence and No Waiver 时间关键及没有豁免

Time is of the essence of this Note. No delay or omission on the part of the Payee in exercising any right hereunder shall operate as a waiver of any other remedy under this Note. A waiver on one occasion shall not be construed as a bar or waiver of any such right or remedy on a future occasion.

时间是本票的本质。收款人在行使本票据项下的任何权利时的任何延迟或遗漏均不得视为豁免本票据项下的任何其他补救措施。一次的豁免不应被解释为在未来的情况下禁止或放弃任何此类豁免或补救措施。

Governing Law and Jurisdiction 适用法律和管辖权

This Note shall be governed by and construed in accordance with the laws of Hong Kong. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong

courts.

本票据受香港法律管辖，并按香港法律诠释。双方特此不可撤销地服从香港法院的非专属管辖权。

SEALED with the COMMON SEAL OF)
ZEPHYRUS CAPITAL LIMITED)

盖上Zephyrus Capital Limited的法团印章)

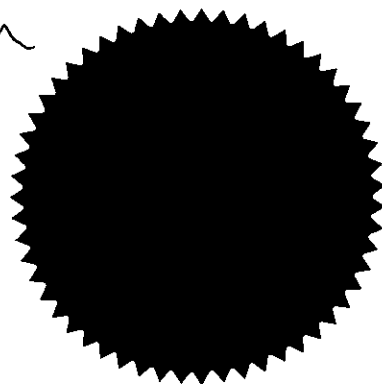
and SIGNED by Sun Bang Gui)

in the presence of:)

並由孙邦桂在下述人士面前签署)

)

SM



PROMISSORY NOTE 2

(the “Note”)

本票2

(「本票据」)

Date: 4 September 2025

日期：2025年9月4日

Zephyrus Capital Limited, a company incorporated in Hong Kong with limited liability having its registered office at Unit 60, 3/F., Yau Lee Center, No. 45 Hoi Yuen Road, Kwun Tong, Hong Kong (the “**Issuer**”) for value received **HEREBY AGREES AND PROMISES** to pay to **Tsang Chun Ho Anthony**, holder of Hong Kong Identity Card No. Z363443(5), having his address at Unit A, G/F. Count B, Tower 3, Dragons Range, 33 Lai Ping Road, Shatin, N.T., Hong Kong (the “**Payee**”, which term shall include his successors and assignees) or to such person as the Payee may direct in writing, the principal sum of HK\$29,000,000 (the “**Principal Sum**”) on the terms contained herein.

Zephyrus Capital Limited，一家在香港注册成立的有限公司，其注册办事处位于香港观塘开源道45号有利中心3楼60室（「**发行人**」），特此同意并承诺向香港身份证号码Z363443(5)持有人**子辰**付款，其地址为香港新界沙田丽坪路33号玫瑰山月珑阁第3座地下A室（「**收款人**」，包括其继承人和受让人）或收款人可能以书面形式指示的任何人，根据本文所载的条款，本金为港币29,000,000元（「**本金**」）。

This Note is made pursuant to a sale and purchase agreement (the “**Agreement**”) dated 9 September 2025 entered into between Ms. Ma Xiaoqiu as the vendor, the Payee as the guarantor, and the Issuer as the purchaser in relation to the sale and purchase of 100 issued shares (the “**Sale Shares**”) of Mars Worldwide Holdings Limited (the “**Company**”), representing the entire issued share capital of the Company, at a consideration of HK\$54,000,000 (the “**Consideration**”). Capitalised terms used herein shall have the same meaning as those defined in the Agreement, unless otherwise specified.

本票据是根据马小秋女士作为卖方，收款人作为担保人与发行人作为买方订立的日期为2025年9月4日的买卖协议（「**协议**」）订立的，该协议涉及买卖Mars Worldwide Holdings Limited（「**该公司**」）的100股已发行股份（「**出售股份**」），代表该公司全部已发行股本，代价为港币54,000,000元（「**代价**」）。除非另有说明，否则此处使用的大写术语应与协议中定义的术语具有相同的含义。

Principal Sum 本金

Pursuant to the terms of the Agreement, part of the Consideration in the amount of HK\$29,000,000 (i.e., the Principal Sum) shall be satisfied by the Issuer by way of issue of

this Note. As security for the performance of the Issuer's obligations under this Note, the Issuer has on the date of this Note entered into a deed of share charge over the Sale Shares in favour of the Payee subject to and upon conditions set out therein.

根据协议条款，发行人应通过发行本票清偿29,000,000港元（即本金）的部分代价。作为发行人履行本票据项下义务的担保，发行人于本票据签订之日已就出售股份订立股份押记契约，以收款人为受益人，但须遵守该契约所载的条件。

Repayment 偿还

Subject as hereinafter provided, the Issuer shall pay the outstanding Principal Sum on the date falling twelve (12) months after the date of this Note (the "Maturity Date").

在下文规定的情况下，发行人应在本票据日期后十二（12）个月（「到期日」）支付未偿还本金。

Interest 利息

No interest shall be accrued on the outstanding Principal Sum.

未偿还的本金不计算利息。

Early Repayment 提前还款

Provided that the Issuer has given to the Payee not less than ten (10) Business Days' prior notice in writing of its intention to repay any part of the outstanding Principal Sum under this Note, the Issuer may at any time from the date of issue of this Note up to the date immediately prior to the Maturity Date, repay all the outstanding Principal Sum of this Note or any part of it (in amounts of not less than HK\$1,000,000 save that if at that time, the outstanding principal amount of this Note is less than HK\$1,000,000, the whole outstanding Principal Sum (but not part only) of this Note may be repaid). Notice of intention to repay the outstanding Principal Sum of this Note shall not be effective until actually received by the Payee but once having been given by the Issuer shall be irrevocable. No premium, fee or penalty shall be borne or payable by the Issuer in respect of any early repayment made in accordance with this Note.

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Method of Payment 付款方式

Payments hereunder shall be made by way of cheque(s) or cashier's order issued by a

licensed bank in Hong Kong in favour of the Payee or to such person as the Payee may direct in writing delivered to the address set forth above or at such other address as the Payee may from time to time specify in writing or by remittance to such bank account as the Payee may notify the Issuer from time to time in writing and delivered or remitted to the Payee by 4 p.m. on the due dates for payment of the outstanding Principal Sum (or by other means to be mutually agreed between the Issuer and the Payee) and the receipt of the said cheque or cashier's order or the remittance advice shall be a sufficient discharge to the Issuer.

本票据项下的付款应以支票或银行本票的方式支付，该支票或银行本票由香港持牌银行签发，以收款人为受益人，或以收款人书面指示的人士，或以书面方式交付至上述地址或收款人不时以书面形式指定的其他地址，或汇款至收款人不时通知发卡人的银行账户以书面形式交付或汇款给收款人，并在支付未偿还本票据的到期日下午4时前交付或汇款给收款人（或通过发行人与收款人共同商定的其他方式），并收到上述支票或银行本票或汇款通知书，即为向发行充分解除债务。

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Governing Law and Jurisdiction 适用法律和管辖权

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SEALED with the COMMON SEAL OF)
ZEPHYRUS CAPITAL LIMITED)
盖上海Zephyrus Capital Limited的法团印章)
and SIGNED by Sun Bang Gui)
in the presence of:)
并由孙邦桂在下述人士面前签署)
)

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