

This **SUPPLEMENTAL AGREEMENT** is made on the 25th day of March, 2025.

**BETWEEN:**

- (1) **Wong Alexander Yiu Ming** (Holder of Hong Kong Identity Card No.: [REDACTED]) of [REDACTED] (the "**Appointee**"); and
- (2) **Legend Upstar Holdings Limited** whose principal place of business in Hong Kong is situate at Rooms 2505-8, 25th Floor, World-Wide House, 19 Des Voeux Road Central, Hong Kong (the "**Company**").

(The Appointee and the Company are referred to individually as a "**Party**" and collectively as "**Parties**")

**WHEREAS:**

- (A) The Parties entered into a Service Agreement dated 28 August 2024 (the "**Agreement**") in relation to the appointment of the Appointee as an executive director of the Company.
- (B) The Parties are desirous of amending the Agreement in accordance with the terms and conditions herein.

**IT IS AGREED** by the Parties as follows:

1. Expressions defined in the Agreement shall, except as otherwise re-defined herein, have the same meanings when used in this Supplemental Agreement.
2. Amendments to the Agreement
  - (i) With effect from 1 January 2025, Clause 5(a)(ii) shall be deleted in its entirety and replaced with the following:

"(ii) Extra Remuneration of HK\$116,667 per month"
  - (ii) With effect from 1 January 2025, Clause 5(b)(i) shall be deleted in its entirety and replaced with the following:

"(i) If the Appointee has served for an entire financial year in any company in the Group and no notice of termination has been served by the Appointee or the Company on or before the end of the financial year, the Profit Sharing shall be equivalent to (i) 6% of the profit before tax of the Money Lending Business (as shown in the report prepared by the Finance Department of the Group) ("FIN Report") for that financial year; and (ii) 2.5% of the Adjusted Profit. "Adjusted Profit" means the profit before tax of the Group (as shown in the audited financial statements of the Group) for that financial year but excluding the profit before tax of the Money Lending Business, any fair value gain or loss of the Group's

investment properties and any gain or loss from disposal of the Group's investment properties."

- (iii) With effect from 1 January 2025, the calculation formula of pro-rated Profit Sharing in Clause 5(b)(ii)(B) shall be deleted in its entirety and replaced with the following:

$$\begin{array}{rcl}
 \text{pro-rated Profit Sharing} & = & \frac{\text{Number of days in that financial year served by the Appointee}}{\text{Number of days in that relevant financial year}} \times 6\% \text{ of the profit before tax of the Money Lending Business (as shown in the FIN Report) for that financial year} \\
 & & \text{PLUS} \\
 & & \frac{\text{Number of days in that financial year served by the Appointee}}{\text{Number of days in that relevant financial year}} \times 2.5\% \text{ of the Adjusted Profit for that financial year}
 \end{array}$$

- (iv) With effect from 1 January 2025, Clause 5(b)(iv) shall be deleted in its entirety and replaced with the following:

"(iv) In addition, the Company shall pay to the Appointee, during the continuance of this Agreement, a special bonus (the "Special Bonus") for the Disposal during a financial year, in accordance with this Clause 5(b). The Special Bonus shall be equivalent to 2.5% of the gain on the Disposal, being the consideration of the Disposal less (a) the related costs incurred for the Disposal; and (b) the acquisition cost (including the related expenses) of the relevant investment property(ies).

For the avoidance of doubts, the Appointee is not entitled to any Special Bonus if notice of termination has been served by the Appointee or the Company on or before the date of completion of the Disposal."

### 3. Miscellaneous

- 3.1 For the avoidance of doubts, nothing stated in this Supplemental Agreement shall affect the Appointee's remuneration and benefits (including the Profit Sharing or pro-rated Profit Sharing and Special Bonus) for the financial year ended 31 December 2024, and such remuneration and benefits shall be calculated in accordance with the original clause 5 of the Agreement.
- 3.2 This Supplemental Agreement shall be a supplement to and form an integral part of the Agreement.
- 3.3 Save as supplemented and modified in this Supplemental Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

3.4 This Supplemental Agreement shall be governed by and construed in all respects in accordance with the laws of the HKSAR. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the HKSAR.

**IN WITNESS WHEREOF** the Parties have executed this Supplemental Agreement the day and year first above written.

SIGNED by the Appointee )  
in the presence of :- )  
)  
)



SIGNED by **SZE Ka Ming** )  
for and on behalf of )  
the Company )  
in the presence of :- )

*For and on behalf of*  
**Legend Upstar Holdings Limited**  
鉅聯控股有限公司  
  
.....  
*Authorized Signature(s)*