

Standstill Agreement

To: Ms. Fu Min

29 August 2024

Dear Ms. Fu Min,

We refer to our recent discussions with you regarding the proposed restructuring of IDT International Limited.

We hereby request the Creditor for a formal standstill upon the terms set out in this letter for the purpose of providing immediate stability for the proposed formulation and implementation of restructuring of the Group.

Definitions and Interpretations

In this letter, unless the context requires otherwise, words importing the plural include the singular and vice versa and words importing a gender include every gender. Also, any reference to a paragraph or schedule is a reference to the paragraph or schedule of this letter and any reference to a person includes an individual, a body corporate, a partnership, any other unincorporated body and also includes the successors of that person.

For the purpose of this letter, the following terms shall mean:-

"Company" means IDT International Limited, a company incorporated in Bermuda and the shares of which are listed on the Main Board of The Stock Exchange of Hong Kong Limited;

"Creditor" means Ms. Fu Min, an investor who has acquired from Mr. Zhu Yongning the entire amount of the shareholder's loan owed by the Company to Mr. Zhu Yongning;

"Deed of Settlement" means a deed of settlement to be entered into between the Creditor and the Company in relation to the restructuring of the Indebtedness;

"Exclusivity Period" means the date of the Creditor's countersignature on a counterpart of this letter to [the completion of the Proposed Restructuring];

"Group" means the Company and its subsidiaries and **"Group Company"** means any member of the Group;

"Indebtedness" means all indebtedness owing by the Company to the Creditor;

"Investor" means Tiger Energy Technology Company Limited, a company incorporated in Hong Kong with limited liability and which is directly legally and beneficially owned as to 50% by Mr. Tiger Charles Chen and 50% by Mr. Wong Tung Yuen;

"Proposed Restructuring" means the proposed subscription of shares in the Company by the Investor and the restructuring of the Indebtedness whether by way of the Deed of Settlement or the Scheme of Arrangement;

"Resumption Guidance" means the resumption guidance set out in the letters issued by the Stock Exchange on 15 May 2023 and 5 February 2024 (and any other additional resumption guidance(s) as the Stock Exchange may impose from time to time);

"Scheme of Arrangement" means a scheme of arrangement to be entered into by the Company with its creditors pursuant to section 166 of the Companies Ordinance (Cap.32) for the purpose of the Proposed Restructuring;

"Standstill" has the meaning given to this term in paragraph 1.1;

"Standstill Period" has the meaning given to this term in paragraph 1.2;

1. **Standstill**

1.1 The Creditor agrees that upon its countersignature on a counterpart of this letter, it will enter a formal standstill (the **"Standstill"**) upon the terms of this letter.

1.2 The Standstill shall commence on the date of the Creditor's countersignature on a counterpart of this letter and continue until the end of the Exclusivity Period unless the Standstill is terminated in accordance with paragraph 3.1. The period of time during which the Standstill is in place will be referred to as the **"Standstill Period"**.

1.3 During the Standstill Period, the Creditor will not, directly or indirectly:

- (a) petition for the winding-up or dissolution of any Group Company; or
- (b) demand, further demand, recover, exercise any rights available to it (including rights of lien, set-off, acceleration or counterclaim or under guarantees or indemnities executed by any Group Company), take any action (including initiating any legal or other proceedings or enforcing any judgment) in respect of any Indebtedness.

1.4 During the Standstill Period, the Creditor will act in good faith to comply with the terms of this letter. No action will be taken by the Creditor during the Standstill Period which will or may be contrary to, or inconsistent with, or which may lead to a breach of, any of the terms in this letter in any manner. Such action includes without limitation any variation of the terms and conditions of any agreement or document relating to any Indebtedness, taking any steps to obtain additional security or guarantee, seeking or recovering any preferential payment from or arrangement with any Group Company or any of its shareholders or directors or calling for cash collateralisation of any Indebtedness.

1.5 During the Standstill Period, the Creditor shall also use its reasonable endeavours to cooperate with the Company to facilitate the implementation of the Proposed Restructuring.

2. **Undertakings**

In consideration of the Creditor agreeing to the Standstill, the Company agrees that it will, and will procure that each other Group Company will, during the Standstill Period:

- (a) cooperate with the professional advisors and the Investor to facilitate the implementation of the Proposed Restructuring whether by way of the Deed of Settlement or the Scheme of Arrangement including without limitations preparing the Deed of Settlement transaction documents and the Scheme of Arrangement transaction documents;
- (b) not to take any action which may amount to a breach of, or may be inconsistent with, the terms of this letter;

3. **Termination**

3.1 The following events shall be a "**termination event**" for the purpose of this paragraph 3:

- (a) the Company has breached any of its undertakings and/or obligations under this letter;
- (b) the Company takes any action which is inconsistent with the terms of this letter;
- (c) an order is made to wind up the Company;
- (d) a provisional liquidator is appointed to the Company; or
- (e) if the Resumption Guidance is not fulfilled to the satisfaction of The Stock Exchange of Hong Kong Limited.

3.2 Upon the occurrence of any of the termination events (as defined in paragraph 3.1) (but not otherwise), the Creditor shall be entitled to issue a written notice to the Company to terminate the Standstill and upon the issuance of such written notice, the Standstill shall terminate and the Creditor shall be entitled to take any action she considers appropriate to recover the Indebtedness owing to the Creditor.

4. **Miscellaneous**

4.1 All parties of this letter are not entitled to assign, transfer or novate any of its rights or obligations under this letter.

4.2 This letter shall be governed by and will be construed in accordance Hong Kong law.

We request the Creditor to countersign and return to us a counterpart of this letter by hand and by email to confirm its agreement to the terms of this letter. This letter shall be legally binding on the Creditor and the Company only on the date of its countersignature on a counterpart of this letter.

Yours faithfully,

For and on behalf of
IDT International Limited



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Name:

Title:

I confirm my agreement to the terms of this letter.
For and on behalf of

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Name: Fu Min

Date: