

**DATE: 24 OCTOBER 2025**

**MINDTELL TECHNOLOGY LIMITED  
(as “Company”)**

**and**

**ZHANG RONGXUAN  
(as “Subscriber”)**

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**SUBSCRIPTION AGREEMENT**

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**THIS AGREEMENT is dated 24 day of October 2025**

**BETWEEN:**

- (1) **MINDTELL TECHNOLOGY LIMITED**, a company incorporated in the Cayman Islands and having its principal place of business at Room 1910, 19/F, CC Wu Building, 302-308 Hennessy Road, Wan Chai, Hong Kong (the “**Company**”); and
- (2) **ZHANG RONGXUAN**, who is an Executive Director (the “**Subscriber**”).

**WHEREAS:**

- (A) As at the date hereof, the Company has an authorised share capital of HK\$20,000,000 divided into 2,000,000,000 Shares, of which 468,000,000 Shares have been issued and are fully paid up or credited as fully paid. The issued Shares are listed and traded on the Stock Exchange (stock code: 8611).
- (B) The Company has agreed to issue and the Subscriber has agreed to subscribe for the Convertible Bonds upon the terms and subject to the conditions set out in this Agreement.

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

**1. INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings ascribed to each of them below:

“ <b>acting in concert</b> ”	has the same meaning ascribed thereto under the Takeovers Code;
“ <b>associate(s)</b> ”	has the same meaning ascribed thereto under the GEM Listing Rules;
“ <b>Board</b> ”	the board of Directors;
“ <b>Business Day</b> ”	any day on which the Stock Exchange is open for business to deal in securities;
“ <b>Completion</b> ”	completion of the Subscription in accordance with Clause 5 of this Agreement;
“ <b>Completion Date</b> ”	the date within ten 10 Business Days after the date of fulfillment of the conditions in Clause 3.1;
“ <b>Conversion Price</b> ”	The conversion price per Conversion Share (subject to adjustments) of the Convertible

	Notes and being HK\$0.550 per Conversion Share initially;
<b>“Convertible Bonds”</b>	the convertible bonds due on the date falling on twenty four (24) months of the issue date of the Convertible Bonds in the principal amount of HK\$26,800,000 to be issued by the Company in accordance to the terms and conditions of this Agreement;
<b>“Directors”</b>	directors of the Company;
<b>“EGM”</b>	the extraordinary general meeting of the Company to be convened to consider and, if thought fit, approve, among other things, the CB Subscription and the Specific Mandate to allot and issue the Conversion Shares;
<b>“GEM”</b>	GEM operated by the Stock Exchange;
<b>“GEM Listing Rules”</b>	the Rules Governing the Listing of Securities on GEM;
<b>“Group”</b>	the Company and its subsidiaries;
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Parties”</b>	the parties to this Agreement and the term <b>“Party”</b> shall mean any of them;
<b>“SFC”</b>	Securities and Futures Commission of Hong Kong;
<b>“Specific Mandate”</b>	the specific mandate to the Board to allot, issue and deal with the Conversion Shares to be proposed for approval as an ordinary resolution of the Independent Shareholders at the EGM;
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited;
<b>“Subscription”</b>	the subscription for the Subscription Shares by the Subscriber upon the terms and subject to the conditions of this Agreement;
<b>“this Agreement”</b>	this agreement for the Subscription, as amended from time to time;
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency for the time being of Hong Kong; and
<b>“%”</b>	per cent.

## **2. SUBSCRIPTION**

- 2.1 Subject to the terms and conditions of this Agreement, the Subscriber shall subscribe for, and the Company shall issue, the Convertible Bonds at the principal amount of HK\$28,600,000 under the Specific Mandate.

## **3. CONDITION PRECEDENT**

- 3.1 Completion is conditional upon the fulfilment or waiver (as the case may be) of the following conditions:

- (i) the passing by the Independent Shareholders of relevant resolution(s) at the EGM in compliance with the requirements of the GEM Listing Rules approving:
  - (a) the Subscription Agreement and the transactions contemplated thereunder; and
  - (b) the issue of the Convertible Bonds and the allotment and issue of the Conversion Shares to holder(s) of the Convertible Bonds in accordance with the terms and conditions of the Convertible Bonds, including the grant of the Specific Mandate at the EGM;
- (ii) all necessary consents and approvals required to be obtained on the part of the Company in respect of the Subscription Agreement and the transactions contemplated thereunder having been obtained;
- (iii) all necessary consents and approvals required to be obtained on the part of the Subscriber in respect of the Subscription Agreement and the transactions contemplated thereunder having been obtained;
- (iv) the Listing Committee of the Stock Exchange granting the listing of and permission to deal in the Conversion Shares to be allotted and issued upon exercise of the conversion rights attached to the Convertible Bonds; and
- (v) the Subscriber and persons acting in concert with it not triggering any obligation to make a mandatory general offer for the relevant securities of the Company under Rule 26 of the Takeovers Code as a result of the conversion of the Convertible Bonds.

- 3.2 If the above conditions are not fulfilled or waived (as the case may be) by 5:00 p.m. on

31 March 2026 (or such other date as the Parties may agree in writing), the Subscription Agreement will be automatically terminated and lapsed and none of the parties to the Subscription Agreement shall have any claim against the other in respect of the Subscription, save for any antecedent breaches thereof.

#### **4. WARRANTIES**

4.1 The Company hereby warrants, represents and undertakes to the Subscriber that:

- (i) the statements of fact set out in the Recitals are true and correct in all material respects;
- (ii) the Conversion Shares shall be fully paid up and rank pari passu inter se and with all other existing issued Shares and the Company shall have the right power and authority to issue the full legal and beneficial ownership in the Convertible Bonds on the Completion Date, free from all liens, charges, encumbrances, claims, options or other third party rights together with all rights attaching thereto as at the date hereof including the right to receive all future dividends and other distributions declared, made or paid by the Company on or after the date hereof;
- (iii) the Company has power under its memorandum and articles of association, and all authorisations, approvals, consents and licences required by the Company have been obtained and are in full force and affect, to permit the entry into this Agreement in the manner set out herein, and this Agreement has been duly authorised and executed by, and constitutes legally binding obligations of, the Company and that entering into this Agreement, carrying out any of the obligations hereunder;
- (iv) other than as previously disclosed by the Company and/or the Company to the public by way of press announcement, circulars, annual and interim reports or otherwise during the preceding 12 months from the date of this Agreement and the downturn in the global economy including in Hong Kong, there has been no material adverse change in the financial or business position of the Company and its subsidiaries taken as a whole;
- (v) all statements of fact contained in the draft announcement in relation to (amongst other things) the Subscription to be published by the Company (a copy of which is attached hereto marked "A" and is herein called the "Announcement") are true and accurate in all material respects; and
- (vi) the Company has been duly incorporated and is validly existing under the laws of the jurisdiction of its incorporation and there has been no petition filed, order made or effective resolution passed for the liquidation or winding up of the Company and the information concerning the Company and the Company is aware and the Company contained in this Agreement is true and accurate in all material respects.

4.2 The Warranties contained in Clause 4.1 are true, complete and accurate in all respects as at the date of this Agreement and will continue to be so up to the time of Completion.

## **5. COMPLETION**

### **5.1 Subscriber's obligations**

Completion shall take place within 3 Business Days after the day on which the conditions set out above are fulfilled or, as the case may be, waived (or such later date as may be agreed between the Company and the Subscriber in writing).

### **5.2 Company's obligations:**

(a) Subject to the performance of the obligations under Clause 5.1, the Company shall allot to the Subscriber (and/or its nominee) the Convertible Bonds in the form specified in Schedule 1 of this Agreement.

## **6. FURTHER ASSURANCE**

Each of the Company and the Subscriber hereby undertakes to the other that it will do all such acts and things and execute all such deeds and documents as may be necessary or desirable to carry into effect or to give legal effect to the provisions of this Agreement and the transactions contemplated hereby.

## **7. NOTICES**

7.1 Each notice, demand or other communication given or made under this Agreement shall be in writing in the English language and delivered or sent to the parties hereto at the address set out below (or such other address as the addressee has by not less than five (5) days' prior written notice specified to the other party):-

### **To the Company**

Address: Room 1910, 19/F, CC Wu Building, 302-308 Hennessy Road, Wan Chai, Hong Kong

Attention: Board of Directors

### **To the Subscriber**

Address: Room 1910, 19/F, CC Wu Building, 302-308 Hennessy Road, Wan Chai, Hong Kong

Attention: Zhang Rongxuaan

- 7.2 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if sent by facsimile or electronic mail, on the date of transmission or (b) if delivered personally, when delivered or (c) if sent by post, 7 days if overseas and 48 hours if local after the date of posting.

## **8. CONFIDENTIALITY AND ANNOUNCEMENTS**

- 8.1 Each of the parties undertakes to the others that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or when required by law or any rule of any relevant stock exchange body, or to its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of any of the others which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.
- 8.2 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties or unless an announcement is required pursuant to the Listing Rules, the applicable laws and regulations or the requirements of the Stock Exchange, the SFC or any other regulatory body or authority. Any announcement by any party required to be made pursuant to the Listing Rules, any relevant laws or regulations or the requirements of the Stock Exchange, the SFC or any other regulatory body or authority shall be issued only after such prior consultation with the other party as is reasonably practicable in the circumstances.

## **9. MISCELLANEOUS**

- 9.1 Time shall be of the essence of this Agreement.
- 9.2 No provisions hereof may be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties hereto.
- 9.3 This Agreement sets out the entire agreement between the parties hereto and supersedes any other commitments, agreements, warranties or understandings, written or verbal, that the parties hereto may have had with respect to the subject matter of this Agreement.
- 9.4 If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 9.5 This Agreement shall be binding on and ensure for the benefit of the successors of each of the parties hereto and shall not be assignable.

**10. THIRD PARTY RIGHTS**

A person who is not a party to this Agreement shall no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any terms of this Agreement. Consent of any person who is not a party is not required to rescind or vary any provisions of this Agreement.

**11. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by and shall be construed in all respects in accordance with the laws of Hong Kong. The parties hereto irrevocably agree to submit to the non-exclusive jurisdiction of the Courts of Hong Kong.

**IN WITNESS** whereof the parties or their duly authorised representatives have executed this Agreement on the date first before appearing.

**THE COMPANY**

SIGNED by )  
for and on behalf of )  
**MINDTELL TECHNOLOGY LIMITED** )  
 )  
in the presence of: )



**THE SUBSCRIBER**

**SIGNED** by  
for and on behalf of  
**ZHANG RONGXUAN**

Handwritten signature in Chinese characters, appearing to read '张荣轩' (Zhang Rongxuan).

)  
)  
)  
)  
)  
)

in the presence of:

**SCHEDULE 1**

**TERMS AND CONDITIONS OF THE CONVERTIBLE BONDS**

The following sets out the terms and conditions of the Convertible Bonds in the principal amount of HK\$28,600,000 to be issued by the Company to the Subscriber:

Form of Convertible Bond

**Certificate**

Certificate No.

**MINDTELL TECHNOLOGY LIMITED**  
*(Incorporated in Cayman Islands with limited liability)*

**HK\$28,600,000 CONVERTIBLE BOND DUE One year from issuance?**

Issued pursuant to the Memorandum and Articles of Association of Mindtell Technology Limited (the “**Company**”) and a board resolution passed on \_\_\_\_\_ 2025.

THIS IS TO CERTIFY that for and on behalf of Zhang Rongxuan, an Executive Director of the Company, is the registered holder (the “**Bondholder**”) of the above-mentioned Convertible Bond (“**this Bond**”).

The Bondholder is entitled to require the Company to convert the whole or any part(s) of the principal amount outstanding under this Bond into ordinary shares in the capital of the Company subject to and in accordance with the terms and conditions attached hereto which shall form an integral part of this Certificate (the “**Conditions**”).

Subject to the foregoing, the Company, for value received, promises to redeem this Bond and pay the principal sum of HK\$28,600,000 to the Bondholder in accordance with the Conditions.

GIVEN under the Seal of MINDTELL TECHNOLOGY LIMITED  
on \_\_\_\_\_ 2025.

\_\_\_\_\_  
Director

\_\_\_\_\_  
Secretary/Director

Note:

*This Bond cannot be transferred to bearer on delivery and is transferable only to the extent permitted by Condition 2 of the Conditions. This Bond must be delivered to the Secretary of Mindtell Technology Limited for cancellation and reissue of an appropriate certificate in the event of any such transfer.*

For endorsement in the event of partial conversion)

Date

Amount Converted

Amount Outstanding

## **TERMS AND CONDITIONS**

This Bond is in the principal amount of HK\$28,600,000 and is issued by and convertible into shares of Mindtell Technology Limited (the “**Company**”). This Bond shall be held subject to and with the benefit of the terms and conditions set out below. Unless otherwise stated, terms defined in the agreement in respect of the issue of Convertible Bond dated \_\_\_\_\_ 2025 amongst the Company as issuer shall bear the same meanings in this Bond. In addition, the words and expressions set out below shall have the meanings attributed to them below unless the context otherwise require:

- “**Adjustment**” any adjustment which may be made to the Conversion Price pursuant to Condition VIII;
- “**Agreement**” the agreement amongst the Company as issuer and the Subscriber in respect of the issuance of this Bond;
- “**Business Day**” a day (other than a Saturday, Sunday and public holiday) on which licensed banks in Hong Kong are open for business throughout their normal business hours;
- “**CCASS**” the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited;
- “**closing price per Share**” the closing price per Share for one or more board lots of the Shares quoted on the daily quotation list of the Stock Exchange, or, if the Stock Exchange begins to operate on an extended hours basis and does not designate the closing price, then the last trade price of the Shares prior to 4:00 p.m. (Hong Kong time). If such closing price cannot be calculated for the Shares on a particular date on the foregoing bases, the closing price per Share on such date shall be the fair market value as mutually determined by the Company and the Bondholder. If the Company and the Bondholder are unable to agree upon the fair market value of the Shares, then it shall be as determined in good faith by an approved merchant bank;
- “**Conditions**” the terms and conditions attached to or endorsed on this Bond and “**Condition**” refers to the relative numbered paragraph of the Conditions;

<b>“Conversion Period”</b>	the period commencing from the date of the Completion, or subject to the mutual agreement between the Company and the Bondholder(s) from the date of the issue of this Bond, and ending on the Maturity Date (both dates inclusive), during which the Bondholder(s) can exercise its/his/her/their Conversion Rights to convert the outstanding principal of this Bond into the Conversion Shares
<b>“Conversion Price”</b>	the price of HK\$0.550 per Share, subject to Adjustment;
<b>“Conversion Rights”</b>	the rights attached to this Bond to convert the whole or any part(s) of the principal amount into Shares;
<b>“Conversion Shares”</b>	the Shares to be issued by the Company under this Bond (whether upon exercise by the Bondholder of the Conversion Rights, or otherwise pursuant to the Conditions);
<b>“Events of Default”</b>	shall have the meaning ascribed thereto in Condition XI;
<b>“Exercise Date”</b>	a date on which a notice is given pursuant to Condition VIII A in respect of the exercise of the Conversion Rights in accordance with the Conditions;
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities;
<b>“Maturity Date”</b>	the date falling twenty-four (24) months after the date of issue of this Bond;
<b>“month”</b>	is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next succeeding calendar month provided that if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that later month;

<b>“Bondholder”</b>	the person who is for the time being the registered holder of this Bond;
<b>“Share(s)”</b>	the share(s) of HK\$0.01 each in the share capital of the Company existing on the issue date of this Bond and all other shares from time to time and for the time being ranking pari passu therewith and all other shares in the share capital of the Company resulting from any sub-division, consolidation or re-classification thereof;
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited;
<b>“trading day”</b>	a day on which the Shares are traded on the Stock Exchange for a minimum of three (3) hours and an official closing price per Share is provided by the Stock Exchange; and
<b>“HK\$” and “cents”</b>	Hong Kong dollars and cents, respectively.

The expressions “**Company**” and “**Bondholder**” shall where the context permits include their respective successors and permitted assigns and any persons deriving title under them.

In this Bond, unless the context requires otherwise:

- references to statutory provisions shall be construed as references to those provisions as replaced, amended, modified or re-enacted from time to time;
- words importing the singular include the plural and vice versa;
- words importing any gender or the neuter include both genders and the neuter;
- references to this Bond or any issue document shall be construed as references to such document as the same may be amended or supplemented from time to time;
- Condition headings are inserted for reference only and shall be ignored in construing this Bond.

#### I. Maturity

Subject as provided herein, the Company shall repay the outstanding principal amount of this Bond to the Bondholder subject to and in accordance with the Conditions on the Maturity Date.

## II. Status and Transfer

- (A) The obligations of the Company arising under this Bond constitute general, unconditional, unsecured, unsubordinated obligations of the Company and rank, and shall rank equally among themselves and pari passu with all other present and future unsecured and unsubordinated obligations of the Company except for obligations accorded preference by mandatory provisions of applicable law. No application shall be made for a listing of this Bond on the Stock Exchange.
- (B) The Note shall not be assigned or transferred in whole or in part except with the prior written consent of the Company, which consent shall not be unreasonably withheld. The Bondholder shall give written notice to the Company about the intended transfer at least 7 Business Days prior to the intended date of transfer. Such transfer shall comply with the requirements under the Listing Rules and/or requirements imposed by the Stock Exchange (if any).
- (C) In relation to any assignment or transfer of this Bond permitted under or otherwise pursuant to this Condition II:
- (D) This Bond or any part(s) thereof may only be transferred by execution of a form of transfer (the "**Transfer Form**") in the form annexed to the Conditions by the transferor and the transferee (or their duly authorised representatives). In this Condition, "**transferor**" shall, where the context permits or requires, include joint transferors or can be construed accordingly;
- (E) This Bond must be delivered to the Company accompanied by:
  - (i) a duly executed Transfer Form;
  - (ii) in the case of the execution of the Transfer Form on behalf of a corporation by its officers, the authority of that person or those persons to do so;
  - (iii) the Company shall, within four (4) Business Days of receipt of such documents from the Bondholder, cancel the existing certificate for this Bond and issue a new certificate for this Bond or any part(s) thereof under seal of the Company in respect of the whole or such part(s) of the principal amount of this Bond so transferred, in favour of the transferee or assignee as applicable and (if appropriate) issue to the Bondholder a new certificate for such part of this Bond under seal of the Company in respect of any balance thereof retained by the Bondholder, and
  - (iv) the Company shall maintain outside Hong Kong and give a full and complete register of the Bondholders, the conversion, cancellation and destruction of this Bond, any replacement certificate issued in substitution for any defaced, lost, stolen or destroyed certificate and of details of all Bondholders from time to time.
- (F) All costs and expenses (including without limitation legal costs) which may be incurred by the Company in connection with any transfer or assignment of this Bond or any part(s) thereof or any request therefor shall be borne by the Bondholder solely.

III. Interest

- (A) This Bond shall bear no interest.

IV. Payments

- (A) All payments by the Company hereunder shall be made in immediately available funds free and clear of any withholdings or deductions for any present or future taxes, imposts, levies, duties or other charges payable by the Company.
- (B) All payments by the Company hereunder shall be made, not later than 5:00 p.m. (Hong Kong time) on the due date, by remittance to such bank account in Hong Kong as the Bondholder may notify the Company in writing from time to time.
- (C) If the due date for payment of any amount in respect of this Bond is not a Business Day, the Bondholder shall be entitled to payment on the next following Business Day in the same manner and shall not be entitled to any other payment in respect of such delay.
- (D) The Company shall not be obliged to make any payment on the redemption of the outstanding principal amount of this Bond until it has received the certificate for this Bond.

V. Redemption

- (A) This Bond shall not be redeemed (in whole or in part) at the option of the Company unless further agreed by the Bondholder. When the Company obtained written consent from the Bondholder to redeem all or any part of the principal amount of this Bond, the Company shall be entitled to redeem all or any part of the principal amount of this Bond within 7 days from the said written consent. The Bondholder shall have the right to exercise his Conversion Rights within 7 days by giving not less than 7 days' written notice to the Company.
- (B) Without prejudice to the above paragraph, upon the Bondholder's presentation on the Maturity Date of the original of the certificate for this Bond to the Company at its address specified in Condition XVI, this Bond will be redeemed by the Company at its principal amount outstanding in Hong Kong Dollars.

VI. Conversion

- (A) Subject to receipt by the Company of the conversion notice referred to in Condition IX (A), the Bondholder shall have the right to convert on any Business Day during the Conversion Period, the whole by trenches of at least one-tenth of the principal amount of this Bond into Shares at any time and from time to time at the Conversion Price, provided that unit of such trenches should be in one-tenth of the principal amount of this Bond, so that the number of Shares which fall to be issued (subject to Condition VI (B)) shall be calculated by applying the formula : -

$$n = \frac{x}{y}$$

where:

n = number of Conversion Shares to be issued

x = the whole or such part(s) of the principal amount of this Bond; and

y = the Conversion Price applicable on the Exercise Date.

The Conversion Shares shall be allotted and issued in the name of the Bondholder or if it so directs any of its subsidiaries or holding companies or the subsidiaries of such holding companies pursuant to such conversion and shall be delivered to the Bondholder within seven (7) Business Days after the date of presentation of the original certificate for this Bond.

- (B) No fraction of a Share shall be issued on conversion of this Bond but (except in cases where any such cash entitlement would amount to less than HK\$10) a cash payment will be made to the Bondholder in respect of such fraction. Shares issued upon conversion pursuant to Condition VI (A) shall rank pari passu in all respects with all other existing Shares outstanding at the Exercise Date and be entitled to all dividends and other distributions the record date of which falls on a date on or after the Exercise Date.
- (C) The principal amount of the Convertible Bonds shall automatically be converted into the Conversion Shares at the Conversion Price upon the successful investment.

## VII. Conversion Rights

- (A) The Conversion Rights of the Notes (or any part(s) thereof) shall not be exercisable to the extent that the public float of the Company will be less than 25% of the issued share capital of the Company following such exercise of the Conversion Rights, or such exercise of the Conversion Rights will result in the Company in breach of any provision of the Listing Rules. No Conversion Shares will be allotted and issued in breach of the provisions under this Condition VII (A).
- (B) The Conversion Rights of the Notes (or any part(s) thereof) shall not be exercisable to the extent that the aggregate shareholding of a shareholder of the Company (together with parties acting in concert (as defined in the Hong Kong Takeovers Code) with such shareholder) in the Company will (1) trigger an obligation to make a general offer under the Hong Kong Takeovers Code after such exercise of the Conversion Right; or (2) exceed 29.9% (or such lower amount as may from time to time be specified in the Hong Kong Takeovers Code as being the level for triggering a mandatory general offer) of the issued share capital or voting rights of the Company (as enlarged by the issue and allotment of the relevant Conversion Shares), following such exercise of the Conversion Right.

No Conversion Shares will be allotted and issued in breach of the provisions under this Condition VII (B).

## VIII. Adjustments

- A. Subject as hereinafter provided, the Conversion Price shall from time to time be adjusted in accordance with the following relevant provisions and so that if the event giving rise to any such adjustment shall be such as would be capable of falling within more than one of sub-paragraphs (1) to (7) inclusive of this Condition VIII A, it shall fall within the first of the applicable paragraphs to the exclusion of the remaining paragraphs:
  - i. If and whenever the Shares by reason of any consolidation or sub-division become of a different nominal amount, the Conversion Price in force immediately prior thereto shall be adjusted by multiplying it by the following fraction:

$$\frac{A}{B}$$

where:

A = the revised nominal amount; and

B = the former nominal amount.

Each such adjustment shall be effective from the close of business in Hong Kong on the same day as the date on which the consolidation or sub-division becomes effective.

- ii. If and whenever the Company shall issue (other than in lieu of a cash dividend) any Shares credited as fully paid by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve fund), the Conversion Price in force immediately prior to such issue shall be adjusted by multiplying it by the following fraction:

$$\frac{C}{C + D}$$

where:

C = the aggregate nominal amount of the issued Shares immediately before such issue; and

D = the aggregate nominal amount of the Shares issued in such capitalisation.

Each such adjustment shall be effective (if appropriate retroactively) from the commencement of the day next following the record date for such issue.

- iii. If and whenever the Company shall make any Capital Distribution (as defined in Condition VIII B) (except where, and to the extent that, the Conversion Price falls to be adjusted under sub-paragraph (2) above) to holders (in their capacity as such) of Shares (whether on a reduction of capital or otherwise) or shall grant to such holders rights to acquire for cash assets of the Company or any of its subsidiaries, the Conversion Price in force immediately prior to such distribution or grant shall be adjusted by multiplying it by the following fraction:

$$\frac{E - F}{E}$$

where:

E = the market price per share (as defined in Condition VIII B) on the date on which the Capital Distribution or, as the case may be, the grant is publicly announced or (failing any such announcement) next preceding the date of the Capital Distribution or, as the case may be, of the grant; and

F = the fair market value on the day of such announcement or (as the case may require) the next preceding day, as determined in good faith by an approved merchant bank of the portion of the Capital Distribution or of such rights which is attributable to one Share,

Provided that:

1. if in the opinion of the relevant approved merchant bank, the use of the fair market value as aforesaid produces a result which is significantly inequitable, it may instead determine, and in such event the above formula shall be construed as if F meant the amount of the said market price which should properly be attributed to the value of the Capital Distribution or rights; and
2. the provisions of this sub-paragraph (3) shall not apply in relation to the issue of Shares paid out of profits or reserves and issued in lieu of a cash dividend.

Each such adjustment shall be effective (if appropriate retroactively) from the commencement of the day next following the record date for the Capital Distribution or grant.

- iv. If and whenever the Company shall after the date hereof offer to holders of Shares new Shares for subscription by way of rights, or shall grant to holders of Shares any options, warrants or other rights to subscribe for or purchase any Shares, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before the date of the announcement of such offer by the following fraction:

$$\frac{G + \frac{H \times I}{J}}{G + H}$$

where:

G = the number of Shares in issue immediately before the date of such announcement;

H = the aggregate number of Shares so offered for subscription;

I = the amount (if any) payable for the rights, options or warrants or other rights to subscribe for each new Share, plus the subscription price payable for each new Share; and

J = the greater of either the closing price per Share on the trading day immediately prior to such announcement or the Conversion Price in effect immediately prior to the trading day immediately prior to such announcement.

Such adjustment shall become effective (if appropriate retroactively) from the commencement of the day next following the record date for the offer.

- v. (i) If and whenever the Company shall issue wholly for cash any securities which by their terms are convertible into or exchangeable for or carry rights of subscription for new Shares, and the Total Effective Consideration per Share (as defined below in this sub-paragraph 5) initially receivable for such securities is less than the greater of either the closing price per Share at the date of the announcement of the terms of issue of such securities or the Conversion Price in effect immediately prior to the date of the announcement of the terms of issue of such securities (for the purpose of this section (i), the "**Applicable Price**"), the Conversion Price shall be adjusted by

multiplying the Conversion Price in force immediately prior to the issue by a fraction of which the numerator is the number of Shares in issue immediately before the date of the issue plus the number of Shares which the Total Effective Consideration receivable for the securities issued would purchase at the Applicable Price and the denominator is the number of Shares in issue immediately before the date of the issue plus the number of Shares to be issued upon conversion or exchange of, or the exercise of the subscription rights conferred by, such securities, at the initial conversion or exchange rate or subscription price. Such adjustment shall become effective (if appropriate retrospectively) from the close of business in Hong Kong on the Business Day next preceding whichever is the earlier of the date on which the issue is announced and the date on which the Company determines the conversion or exchange rate or subscription price.

(ii) If and whenever the rights of conversion or exchange or subscription attached to any such securities as are mentioned in section (i) of this sub-paragraph (5) are modified so that the Total Effective Consideration (as defined below in this sub-paragraph (5)) per Share initially receivable for such securities shall be less than the greater of either the closing price per Share at the date of announcement of the proposal to modify such rights of conversion or exchange or subscription or the Conversion Price in effect immediately prior to the date of announcement of the proposal to modify such rights of conversion or exchange or subscription (for the purpose of this section (ii), the "**Applicable Price**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such modification by a fraction of which the numerator is the number of Shares in issue immediately before the date of such modification plus the number of Shares which the Total Effective Consideration receivable for the securities issued at the modified conversion price would purchase at the Applicable Price and of which the denominator is the number of Shares in issue immediately before such date of modification plus the number of Shares to be issued upon conversion of or the exercise of the subscription rights conferred by such securities at the modified conversion or exchange rate or subscription price, such adjustment shall take effect as at the date upon which such modification takes effect. A right of conversion or subscription shall not be treated as modified for the foregoing purposes where it is adjusted to take account of rights or capitalisation issues and other events normally giving rise to adjustment of conversion or exchange terms.

For the purposes of this sub-paragraph (5), the "**Total Effective Consideration**" receivable for the securities issued shall be deemed to be the consideration receivable by the Company for any such securities plus the additional minimum consideration (if any) to be received by the Company upon (and assuming) the conversion or exchange thereof or the exercise of such subscription rights, and the Total Effective Consideration per Share initially receivable for such securities shall be such aggregate consideration divided by the number of Shares to be issued upon (and assuming) such conversion or exchange at the initial conversion or exchange rate or the exercise of such subscription rights at the initial subscription price, in each case without any deduction for any commissions, discounts or expenses paid, allowed or incurred in connection with the issue.

- vi. If and whenever the Company shall issue wholly for cash any Shares at a price per Share which is less than the greater of either the closing price per Share at the date of the announcement of the terms of such issue or the Conversion Price in effect immediately prior to the date of the announcement of the terms of such issue (for the purpose of this sub-paragraph (6), the "**Applicable Price**"), the Conversion Price shall be adjusted by multiplying

the Conversion Price in force immediately before the date of such announcement by a fraction of which the numerator is the number of Shares in issue immediately before the date of such announcement plus the number of Shares which the aggregate amount payable for the issue would purchase at the Applicable Price and the denominator is the number of Shares in issue immediately before the date of such announcement plus the number of Shares so issued. Such adjustment shall become effective on the date of the issue.

- vii. If and whenever the Company shall issue Shares for the acquisition of assets at a Total Effective Consideration per Share (as defined below in this sub-paragraph (7)) which is less than the greater of either the closing price per Share at the date of the announcement of the terms of such issue or the Conversion Price in effect immediately prior to the date of the announcement of the terms of such issue, the Conversion Price shall be adjusted in such manner as may be determined by an approved merchant bank, such adjustment to become effective on the date of issue. For the purposes of this sub-paragraph (7), "**Total Effective Consideration**" shall be the aggregate consideration credited as being paid for such Shares by the Company on acquisition of the relevant asset without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the "**Total Effective Consideration per Share**" shall be the Total Effective Consideration divided by the number of Shares issued as aforesaid.
- viii. If the Company and the Bondholder determine that an adjustment should be made to the Conversion Price as a result of one or more events or circumstances (whether or not referred to in sub-paragraphs i to vii above) (even if the relevant event or circumstance is specifically excluded in the Conditions from the operation of sub-paragraphs i to vii above), or that an adjustment should not be made (even if the relevant or circumstance is specifically provided for in sub-paragraphs i to vii above), or that the effective date for the relevant adjustment should be a date other than that mentioned in sub-paragraphs i to vii above, the Company or the Bondholder may, at the expense of the Company and the Bondholder, request the approved merchant bank, acting as expert, to determine as soon as practicable (i) what adjustment (if any) to the Conversion Price is fair and reasonable to take account thereto and is appropriate to give the result which the approved merchant bank considers in good faith to reflect the intentions of the provisions of this Condition VIII; and (ii) the date on which such adjustment should take effect; and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination, provided that an adjustment shall only be made pursuant to this sub-paragraph viii if the approved merchant bank is so requested to make such a determination.

B. For the purposes of this Condition VIII:

"**announcement**" shall include the release of an announcement to the press or the delivery or transmission by telephone, telex or otherwise of an announcement to the Stock Exchange and "**date of announcement**" shall mean the date on which the announcement is first so released, delivered or transmitted;

"**approved merchant bank**" means a merchant bank of repute in Hong Kong selected by and approved by the Bondholder for the purpose of providing a specific opinion or calculation or determination hereunder;

"**Capital Distribution**" shall (without prejudice to the generality of that phrase) include distributions in cash or specie. Any dividend charged or provided for in the accounts for any financial period shall (whenever paid and however described) be deemed to be a

Capital Distribution;

"**issue**" shall include allot;

"**market price**" means the average of the closing price per Share for each of the last twenty (20) Stock Exchange trading days on which dealings in the Shares on the Stock Exchange took place ending on such trading day last preceding the day on or as of which the market price is to be ascertained;

"**reserves**" shall include unappropriated profits; and

"**rights**" shall include rights in whatsoever form issued.

- C. The provisions of sub-paragraphs ii to vi of Condition VIII A shall not apply to:
- a. an issue of fully paid Shares upon the exercise of any conversion rights attached to securities convertible into Shares or upon exercise of any rights (including any conversion of this Bond) to acquire Shares (except a rights issue) provided that an adjustment (if required) has been made under this Condition VII in respect of the issue of such securities or granting of such rights (as the case may be);
  - b. an issue of fully-paid Shares by way of capitalisation of all or part of any subscription right reserve, or any similar reserve which has been or may be established pursuant to the terms of any securities wholly or partly convertible into, or rights to acquire, Shares; or
  - c. an issue of Shares pursuant to a scrip dividend scheme where an amount not less than the nominal amount of the Shares so issued is capitalised and the market value of such Shares is not more than 110 per cent. of the amount of dividend which holders of the Shares could elect to or would otherwise receive in cash, for which purpose the "**market value**" of a Share shall mean the average of the closing prices such Stock Exchange dealing days on which dealings in the Shares took place (being not less than twenty (20) such days) as are selected by the directors of the Company in connection with determining the basis of allotment in respect of the relevant scrip dividend and which fall within the period of one month ending on the last day on which holders of Shares may elect to receive or (as the case may be) not to receive the relevant dividend in cash.
- D. Any adjustment to the Conversion Price shall be made to the nearest one-tenth of a cent so that any amount under 0.05 cent shall be rounded down and any amount of 0.05 cent or more shall be rounded up.
- E. Notwithstanding anything contained herein, no adjustment shall be made to the Conversion Price in any case in which the amount by which the same would be reduced in accordance with the foregoing provisions of this Condition would be less than one-tenth of a cent and any adjustment that would otherwise be required then to be made shall not be carried forward.
- F. If the Company or any subsidiary of the Company shall in any way modify the rights attached to any share or loan capital so as wholly or partly to convert or make convertible such share or loan capital into, or attach thereto any rights to acquire, Shares, the Company shall appoint an approved merchant bank to consider whether any adjustment to the Conversion Price is appropriate (and if such approved merchant bank shall certify that any such adjustment is appropriate, the Conversion Price shall be adjusted accordingly and the provisions of Conditions VIII D, VIII E, VIII G to VIII K shall apply).

- G. Whenever the Conversion Price is adjusted as herein provided the Company shall as soon as possible but not later than two (2) Business Days after the relevant adjustment has been determined give notice of the same to the Bondholder (setting forth the event giving rise to the adjustment, the Conversion Price in effect prior to such adjustment, the adjusted Conversion Price and the effective date thereof).
- H. Notwithstanding any other provision of this Condition VIII, no adjustment shall be made which would (but for this Condition VIII) result in the Conversion Price being reduced so that on conversion, Shares would fall to be issued at a discount to their nominal value, and in such case an adjustment shall be made to the effect that the Conversion Price will be reduced to the nominal value of the Shares.
- I. Any adjustment to the Conversion Price shall not involve an increase in the Conversion Price (except upon any consolidation of the Shares pursuant to Condition VIII A i).
- J. Every adjustment to the Conversion Price shall be certified in writing by an approved merchant bank.
- K. The Company shall make available for inspection at its principal place of business in Hong Kong at all times after the effective date of the adjustment in the Conversion Price and so long as this Bond remains outstanding, a signed copy of the certificate of the approved merchant bank and a certificate signed by a director of the Company setting forth brief particulars of the event giving rise to the adjustment, the Conversion Price in effect prior to the adjustment, the adjusted Conversion Price and the effective date thereof and shall, on request, send a copy thereof to the Bondholder.

IX. Procedure for Conversion and Share Issue

- A. The Conversion Rights may, subject as provided herein, be exercised on any Business Day within the Conversion Period by the Bondholder delivering written notice to the Company in accordance with Condition XVI stating the intention of the Bondholder to convert the whole or any part(s) of the principal amount of this Bond into Shares. Any such conversion notice shall be in the form annexed to the Conditions.
- B. The Company shall pay all taxes and stamp duty, issue and registration duties (if any) and levies and charges (if any) arising on any conversion.
- C. (a) The Conversion Shares shall be allotted and issued by the Company, credited as fully paid to the Bondholder or as it may direct, within two (2) Business Days after, and with effect from, the later of the Exercise Date and the date on which the certificate for this Bond is delivered to and received by the Company.  
  
(b) The certificate(s) for the Conversion Shares to which the Bondholder or such person as it may direct shall become entitled in consequence of any conversion shall, if the Bondholder so requests in the notice, be deposited in the CCASS participant's stock account set out in the notice or in the absence of such request by the Bondholder, shall be issued in board lots to the extent possible, with one certificate for any odd lot of Shares arising from conversion and made available for collection at the Company's address specified in Condition XVI, in each case, within the two (2) Business Day period provided for in sub-paragraph (a) above, and (if appropriate) the certificate for this Bond with an endorsement thereon by a director of the Company for any balance of this Bond not converted shall be made available

for collection at the Company's address specified in Condition XVI with the same period.

X. Protection of the Bondholder

- A. So long as this Bond is outstanding, unless with prior written approval of the Bondholder :
- B. the Company shall from time to time keep available for issue, free from preemptive rights, out of its authorised but unissued capital, sufficient Shares to satisfy in full the Conversion Rights at the Conversion Price and all other rights for the time being outstanding of subscription for and conversion into Shares;
- C. the Company shall not in any way modify the rights attached to the Shares as a class or attach any special restrictions thereto;
- D. the Company shall procure that at no time shall there be in issue Shares of different nominal values;
- E. other than as a result of, or in circumstances where, an offer made to holders of Shares to acquire all or any proportion of the Shares becoming unconditional the Company shall use its best endeavours to:
  - 1. maintain a listing for all the issued Shares on the Stock Exchange; and
  - 2. obtain and maintain a listing on the Stock Exchange for all the Conversion Shares issued on the exercise of the Conversion Rights.
  - 3. and will as soon as practicable give notice to the Bondholder in accordance with Condition XV of the listing or delisting of the Shares by any such stock exchange;
- F. the Company shall provide the Bondholder with a copy of its annual reports, annual financial statements and interim reports and all other statements and circulars sent by the Company to its shareholders within three (3) Business Days after the Company sends the same to its shareholders;
- G. the Company shall ensure that all Conversion Shares issued upon conversion of this Bond shall be duly and validly issued fully paid and registered;
- H. as soon as possible and in any event not later than two (2) Business Days after the announcement of the full terms of any event which give rise to adjustments pursuant to Condition VIII (or, if later, as soon as the relevant adjustment thereunder can reasonably be determined), give notice to the Bondholder advising it of the date on which the relevant adjustment of the Conversion Price is likely to become effective and of the effect of exercising the Conversion Rights pending such date; and
- I. the Company shall comply with and procure the compliance of all conditions imposed by the Stock Exchange or by any other competent authority (in Hong Kong or elsewhere) for approval of the issue of this Bond or for the listing of and permission to deal in the Shares issued or to be issued on the exercise of the Conversion Rights and ensure the continued compliance thereof (provided in each case that the Bondholder complies with and satisfies all such conditions).

- J. If an offer is made to all holders of Shares (or such holders other than the offeror and/or any company controlled by the offeror and/or persons associated or acting in concert with the offeror) to acquire all or a portion of the Shares and such offer comes to the knowledge of the Company, the Company shall forthwith give notice of such offer to the Bondholder and shall use all its best endeavours to procure that a similar offer is extended in respect of this Bond or in respect of any Shares issued on conversion of this Bond during the period of the offer.
- K. The Company shall procure that no security issued by the Company shall be converted into Shares or exchanged for Shares except in accordance with the terms of issue thereof and that no security issued by the Company without the right to convert into Shares or to be exchanged for shares shall subsequently be granted such rights.
- L. The Company shall not do any act or engage in any transaction the result of which, having regard to the provisions of Condition VIII, would be to reduce the Conversion Price to below the nominal amount of a Share.
- M. The Company shall not make any reduction or redemption of share capital, share premium account or capital redemption reserve involving the repayment of money to shareholders of the Company (other than to shareholders of the Company having the right on a winding-up to a return of capital in priority to the holders of Shares) or reduce any uncalled liability in respect thereof unless, in any such case, the same gives rise (or would, but for the provisions of Condition VIII A i give rise) to an adjustment of the Conversion Price in accordance with Condition VIII.
- N. The Company shall not close its register of shareholders for more than ten (10) Business Days each year (in addition to any period required by law or regulation including the Listing Rules) or take any other action which prevents the transfer of its Shares generally unless, under the laws of Hong Kong and Bermuda and the articles of association of the Company as then in effect, this Bond may be converted legally into Shares and the Shares so converted may be transferred at all times during the period of such closure. The Company shall not take any action which prevents the conversion of this Bond or delivery of Shares in respect thereof.
- O. The Company hereby covenants with and undertakes to the Bondholder that, so long as this Bond remains outstanding, copies of all press releases and information routinely provided or otherwise made available to shareholders of the Company and any public filings made to any Hong Kong regulatory organisation by the Company shall be sent to the Bondholder no later than one (1) Business Day after such information becomes publicly available.
- P. The Company shall not issue or pay up any securities by way of capitalisation of profits or reserves other than (i) by the issue of fully paid Shares to holders of its Shares; or (ii) as mentioned in Condition VIII B ii; or (iii) by the issue of Shares in lieu of a cash dividend in the manner referred to in Condition VIII C iii.
- Q. The Company shall not create or permit to be in issue any share capital other than the Shares, provided that nothing in this Condition X shall prevent any consolidation or sub-division of the Shares.
- R. The Company shall not make any distribution in specie to holders of Shares unless the Bondholder is entitled to the Specie Distribution Right (as defined in Condition XII) in accordance with Condition XI.

- S. The Company shall not enter into any deed, agreement, assignment, instrument or document whatsoever binding on it which may result in any breach of any of the terms and conditions of this Bond.
- T. The Company further undertakes and covenants that each member of the Group will not without the prior written consent of the Bondholder (which consent shall not be unreasonable withheld):
1. other than in the ordinary course of business of the Group create or permit to subsist over such member of the Group any encumbrance over all or any of its respective present or future material undertaking or property or its present or future revenues or assets;
  2. establish any credit facilities or make any borrowing of any description (including by way of letters of credit) in a cumulative amount more than the net asset value of the Group recorded in the latest audited consolidated accounts of the Group;
  3. make any loan or advance or deposit or the giving of any credit (other than normal trade credit) to any person, except for the purpose of making deposits with such member of the Group's bankers which shall be repayable upon the giving of no more than seven (7) days' notice;
  4. give any guarantee, indemnity or other security to secure the liabilities or obligations of any person other than to satisfy the terms of the guarantee or indemnity previously executed to re-issue or renew or enter into any agreement to continue such previously executed guarantee or indemnity;
  5. engage any new employee the total remuneration cost (including benefits) to such member of the Group of whom is likely to exceed the rate of HK\$1,000,000 per annum;
  6. increase the remuneration or other benefits of any employee to a level the total cost of which is likely to exceed the rate of HK\$1,000,000 per annum or increase the remuneration or other benefits of any employee whose existing remuneration and benefits exceed such level;
  7. (except for contracts or obligations on normal arm's length commercial terms entered into by such member of the Group in the ordinary and usual course of its day to day operations and involving the payment of money or money's worth of not more than HK\$1,000,000 in any one year) create any contract with or obligation to pay money or money's worth to or for the benefit of any director or any shareholder (including any renewal thereof or any variation in the terms of any such existing contract or obligation);
  8. enter into, settle and/or abandon any litigation, arbitration or other proceedings other than any in respect of the recovery of trade debts of less than HK\$1,000,000 or any which involve a director or a shareholder;

XI. Events of default

If any of the following events ("**Events of Default**") occurs, the Bondholder may give

notice to the Company that this Bond, on the giving of such notice, is immediately due and payable at its principal amount then outstanding together from the date of issue of this Bond up to and including the date of payment:

- i. the listing of the Shares (as a class) on the Stock Exchange:
  1. ceases; or
  2. is suspended for a continuous period of fourteen (14) Business Days on each of which the Stock Exchange is generally open for trading;
- ii. the Company breaches any of the Warranties (as defined in the Convertible Bond Agreement) or defaults in performance or compliance with any of its obligations contained in the Conditions, which breach or default is incapable of remedy or, if capable of remedy, is not remedied within fourteen (14) Business Days after notice of such breach or default is sent from the Bondholder to the Company;
- iii. an encumbrancer takes possession or a receiver, manager or other similar officer is appointed of the whole or any material part of the undertaking, property, assets or revenues of the Company or any of its subsidiaries;
- iv. the Company or any of its subsidiaries becomes insolvent or is unable to pay its debts as they mature or applies for or consents to the appointment of any administrator, liquidator or receiver of the Company or any of its subsidiaries or the whole or any material part of the undertaking, property, assets or revenues of the Company or any of its subsidiaries or takes any proceeding under any law for a readjustment or deferment of its obligations or any part of them or makes or enters into a general assignment or compromise with or for the benefit of its creditors;
- v. an order is made or an effective resolution passed for winding-up of the Company or any of its material subsidiaries except in the case of winding up of subsidiaries in the course of internal reorganisation;
- vi. the Company defaults in the payment of the principal or interest in respect of this Bond when and as the same ought to be paid and such default is not remedied by the Company within three (3) Business Days of the due date thereof;
- vii. any other debentures, bonds, notes or other instruments of indebtedness or any other loan indebtedness ("**Indebtedness**") of the Company and its subsidiaries or any securities convertible into or exchangeable for shares ("**Equity-Linked Securities**") of the Company and its subsidiaries become prematurely repayable following a default in respect of the terms thereof which shall not have been remedied, or the Company or any of its subsidiaries defaults in the repayment of the Indebtedness or Equity Linked Securities at the maturity thereof or at the expiration of any applicable grace period thereof, or any guarantee of or indemnity in respect of any Indebtedness or Equity Linked Securities of others given by the Company or any of its material subsidiaries shall not be honoured when due and called upon;
- viii. a moratorium is agreed or declared in respect of any indebtedness of the Company or any of its subsidiaries or any governmental authority or agency condemns, seizes, compulsorily purchases or expropriates all or any material part of the assets of the Company or any of its subsidiaries; or
- ix. the Company or any of its subsidiaries consolidates or amalgamates with or

merges into any other corporation (other than a consolidation, amalgamation or merger in which the Company or such subsidiary is the continuing corporation), or the Company or any of its subsidiaries sells or transfers all or substantially all of its assets,

provided that notwithstanding the foregoing, if the Company shall fail to issue the Conversion Shares in accordance with the Conditions, the Bondholder shall be entitled to bring an action against the Company for either specific performance or damages. The Company will forthwith on becoming aware of any such event as is mentioned in this Condition give notice in writing thereof to the Bondholder. At any time after the principal amount of the Note has become payable, the Bondholder may without further notice institute such proceedings as it may think fit to enforce payment of the monies due.

## XII. DISTRIBUTION IN SPECIE

IF THE COMPANY DECLARES A DISTRIBUTION IN SPECIE OTHER THAN AN ISSUE OF SHARES IN LIEU OF A CASH DIVIDEND (A “**SPECIE DISTRIBUTION**”) TO SHAREHOLDERS AT ANY TIME DURING THE PERIOD IN WHICH THE BONDHOLDER CAN EXERCISE ITS CONVERSION RIGHTS, BONDHOLDER WILL, UNLESS AN ADJUSTMENT TO THE CONVERSION PRICE HAS BEEN MADE UNDER CONDITION XII IN RESPECT OF THE SPECIE DISTRIBUTION IN FULL, BE ENTITLED TO AN AMOUNT (THE “**SPECIE DISTRIBUTION RIGHT**”) WHICH SHALL BE DETERMINED AS FOLLOWS:

- I. THE COMPANY AND THE BONDHOLDER WILL FORTHWITH ON THE DATE OF ANNOUNCEMENT OF THE SPECIE DISTRIBUTION INSTRUCT THE APPROVED MERCHANT BANK TO VALUE THE SPECIE DISTRIBUTION WHICH WOULD HAVE BEEN PAYABLE TO THE BONDHOLDER ON THE SHARES FALLING TO BE ISSUED IF THE BONDHOLDER HAD EXERCISED ITS CONVERSION RIGHTS IMMEDIATELY PRIOR TO THE RECORD DATE FOR THE SPECIE DISTRIBUTION IN RESPECT OF THE WHOLE OR ANY PART(S) OF THE PRINCIPAL AMOUNT OF THE NOTE THEN OUTSTANDING (THE “**NOTIONAL SPECIE DISTRIBUTION**”); AND
- II. UPON THE DETERMINATION OF THE APPROVED MERCHANT BANK’S VALUATION OF THE NOTIONAL SPECIE DISTRIBUTION (WHICH VALUATION SHALL BE FINAL AND BINDING ON BOTH THE COMPANY AND THE BONDHOLDER) THE COMPANY WILL PAY A CASH AMOUNT EQUAL TO THE VALUE OF THE NOTIONAL SPECIE DISTRIBUTION TO THE BONDHOLDER.

## XIII. VOTING

THE BONDHOLDER SHALL NOT BE ENTITLED TO RECEIVE NOTICES OF, ATTEND OR VOTE AT ANY MEETINGS OF THE COMPANY BY REASON ONLY OF IT BEING THE BONDHOLDER.

## XIV. EXPERTS

IN GIVING ANY CERTIFICATE OR MAKING THE ADJUSTMENT, ANY APPROVED MERCHANT BANK APPOINTED SHALL BE DEEMED TO BE ACTING AS EXPERTS AND NOT AS ARBITRATORS AND, IN THE ABSENCE OF MANIFEST ERROR, THEIR DECISION SHALL BE CONCLUSIVE AND BINDING ON THE COMPANY AND THE BONDHOLDER AND ALL PERSONS CLAIMING THROUGH OR UNDER THEM RESPECTIVELY.

## XV. REPLACEMENT NOTE

- A. IF THE CERTIFICATE FOR THIS BOND IS LOST OR MUTILATED, THE BONDHOLDER SHALL NOTIFY THE COMPANY IN WRITING AS SOON AS PRACTICABLE AND A REPLACEMENT CERTIFICATE SHALL BE ISSUED IF THE BONDHOLDER PROVIDES THE COMPANY WITH A DECLARATION BY THE

BONDHOLDER OR ITS OFFICER THAT THE CERTIFICATE FOR THIS BOND HAD BEEN LOST OR MUTILATED (AS THE CASE MAY BE) OR OTHER EVIDENCE THAT THE CERTIFICATE FOR THIS BOND HAD BEEN LOST OR MUTILATED, TOGETHER WITH THE MUTILATED THE CERTIFICATE FOR THIS BOND (IF APPLICABLE).

- B. The certificate for this Bond replaced in accordance with this Condition shall forthwith be cancelled.

## XVI. NOTICES

Any notice required or permitted to be given by delivering it to the party:

I. IN THE CASE OF THE BONDHOLDER, AT THE FOLLOWING ADDRESS :

ADDRESS:

FACSIMILE :

ATTENTION:

II. IN THE CASE OF THE COMPANY, AT THE FOLLOWING ADDRESS :

ADDRESS: ROOM 1910, 19/F, CC WU BUILDING, 302-308 HENNESSY ROOD, WAN CHAI, HONG KONG

FACSIMILE :

ATTENTION:

OR TO SUCH OTHER HONG KONG ADDRESS OR FACSIMILE AS THE COMPANY MAY HAVE NOTIFIED TO THE BONDHOLDER OR VICE VERSA PURSUANT TO THIS CONDITION XVI AND MAY BE GIVEN BY SENDING IT BY REGISTERED POST OR BY HAND TO SUCH ADDRESS OR TO SUCH OTHER ADDRESS AS THE PARTY CONCERNED MAY HAVE NOTIFIED TO THE OTHER PARTIES IN ACCORDANCE WITH THIS CONDITION AND SUCH NOTICE SHALL BE DEEMED TO BE SERVED ON THE DAY OF DELIVERY (OR ON THE IMMEDIATELY FOLLOWING BUSINESS DAY, IF THE DAY OF DELIVERY IS NOT A BUSINESS DAY OR IF THE DELIVERY OR TRANSMISSION IS MADE AFTER 5:00 P.M. HONG KONG TIME), OR IN THE CASE OF REGISTERED POST 48 HOURS AFTER POSTING, OR IF SOONER UPON ACKNOWLEDGEMENT OF RECEIPT BY OR ON BEHALF OF THE PARTY TO WHICH IT IS ADDRESSED, OR IF GIVEN OR MADE BY FACSIMILE, WHEN DESPATCHED WITH CONFIRMATION OF SUCCESSFUL TRANSMISSION (AND IF THE DEEMED DATE OF DELIVERY IS NOT A BUSINESS DAY, ON THE IMMEDIATELY FOLLOWING BUSINESS DAY). ACKNOWLEDGEMENT IN WRITING OF RECEIPT OF A NOTICE BY OR ON BEHALF OF A PARTY, SIGNED OR INITIALLED BY ANY EMPLOYEE OF SUCH PARTY, SHALL BE EVIDENCE THAT SUCH NOTICE HAS BEEN DULY SERVED IN ACCORDANCE WITH THIS CONDITION.

## XVII. AMENDMENT

THE TERMS AND CONDITIONS OF THIS BOND MAY BE VARIED, EXPANDED OR AMENDED BY AGREEMENT IN WRITING BETWEEN THE COMPANY AND THE BONDHOLDER.

## XVIII. GOVERNING LAW AND JURISDICTION

THIS BOND IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH HONG KONG LAW AND THE COMPANY AND THE BONDHOLDER AGREE TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF HONG KONG IN CONNECTION HEREWITH.

**1. CONVERSION NOTICE**  
[To BE ATTACHED TO THE CONDITIONS]

To: MINDTELL TECHNOLOGY LIMITED

TERMS DEFINED IN THE AGREEMENT IN RESPECT OF THE ISSUE OF HK\$28,600,000 CONVERTIBLE BOND DATED 24 OCTOBER 2025 AMONGST MINDTELL TECHNOLOGY LIMITED AS ISSUER AND IN THE CERTIFICATE FOR THE BOND (AS MAY BE AMENDED) SHALL BEAR THE SAME MEANINGS IN THIS CONVERSION NOTICE.

THE UNDERSIGNED HEREBY IRREVOCABLY ELECTS TO CONVERT THE FOLLOWING AMOUNT OF THE BOND INTO SHARES OF HK\$0.550 EACH IN MINDTELL TECHNOLOGY LIMITED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE NOTE AND THE TERMS BELOW.

AMOUNT TO BE CONVERTED: HK\$28,600,000  
(THE BOND MUST BE ATTACHED TO THIS CONVERSION NOTICE)

NAME OF BONDHOLDER: ZHANG RONGXUAN

EXERCISE \_\_\_\_\_

DATE: \_\_\_\_\_

(THE DATE THIS CONVERSION NOTICE IS GIVEN, OR DEEMED TO BE GIVEN, BY THE BONDHOLDER)

APPLICABLE CONVERSION PRICE: \$0.550

NAME IN WHICH SHARES TO BE

ISSUED: \_\_\_\_\_

ADDRESS OF

SHAREHOLDER: \_\_\_\_\_

—

SIGNATURE OF

BONDHOLDER: \_\_\_\_\_

—

**2. FORM OF TRANSFER**  
[TO BE ATTACHED TO THE CONDITIONS]

TO: MINDTELL TECHNOLOGY LIMITED (THE "COMPANY")

WE ARE THE HOLDER OF HK\$28,600,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE HK\$28,600,000 CONVERTIBLE BOND DUE [\*] (THE "BOND") ISSUED BY THE COMPANY ON [\*].

References in this Transfer Form to "**Conditions**" are to the terms and conditions on which the Bond was issued, as the same may have been amended from time to time pursuant to the terms thereof. Terms defined in the Conditions will have the same meaning herein, save where the context otherwise requires.

1. We hereby transfer [all/part] of the Note registered in our name in the Register to:

\_\_\_\_\_

of/whose registered office address is at\*

\_\_\_\_\_

\_\_\_\_\_

(the "**Transferee**")

2. Total principal amount and Certificate number of the transferred Bond:

Total principal amount to be transferred \_\_\_\_\_

Certificate number of Certificate for Bond being transferred \_\_\_\_\_

[3. <sup>+</sup> Total principal amount of Bond to be retained:

Total principal amount to be retained \_\_\_\_\_]

4. We hereby request that a Certificate in respect of the transferred Note (as referred to in paragraph 2 above) be issued to the person(s) whose name(s) and address(es) are set out in paragraph 1 above and that such Certificate:

\* (a) be despatched by registered mail to the person whose name and address are

given below and in the manner specified below:

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* (b) if no name and address are given in (a) above, be made available for collection at the office of the Company referred to for that purpose in the Conditions.

5. The Certificate in respect of the transferred Bond (as referred to in paragraph 2 above) is enclosed with this Transfer Form.

[6. <sup>+</sup> We hereby request that a Certificate in respect of the Bond to be retained by us as set out in paragraph 3 above be issued to the person(s) whose name(s) and address(es) is/are set out below:

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

and that such Certificate:

\* (a) be despatched by registered mail to the person whose name and address are given below and in the manner specified below:

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* (b) if no name and address are given above, then such Certificate will be made available for collection at the office of the Company specified or referred to for that purpose in the Conditions.]

[7. The registered account of the Transferee (being a HK\$ account) for the purposes of receipt of principal and interest on and any other amounts in respect of the Note is (unless otherwise instructed by the Transferee) as follows:

Name of Account : \_\_\_\_\_

Account No : \_\_\_\_\_

Sort Code : \_\_\_\_\_

Name of Bank : \_\_\_\_\_

Address of Bank : \_\_\_\_\_

\* *delete as appropriate*

+ *complete if only transferring part of the Note of which the transferring Bondholder is the holder, otherwise delete.*

Name of Transferor : \_\_\_\_\_

Signature of Transferor : \_\_\_\_\_

Date : \_\_\_\_\_

Name of Transferee : \_\_\_\_\_

Signature of Transferee : \_\_\_\_\_

Date : \_\_\_\_\_