



## THIS SUPPLEMENTAL ADVISORY AGREEMENT

This Supplemental Advisory Agreement (this “**Supplemental Agreement**”) is entered into as of the day of 17 July 2024, by and between **CHEN Ningdi**, with address at 29/F Vertical Square, 28 Heung Yip Road, Wong Chuk Hang, Hong Kong (hereinafter: the “**Principal**”), and **DL FAMILY OFFICE (HK) LIMITED**, a corporation organized under the laws of Hong Kong, with its registered address at Unit 2802, 28/F, Vertical Square, 28 Heung Yip Road, Wong Chuk Hang, HK (hereinafter: the “**Company**”). The Company is licensed by Hong Kong Securities and Futures Commission to engage in Type 4 (Advising on Securities) and Type 9 (Asset Management) regulated activities, with CE number: BFJ987 (each of the Principal and the Company hereinafter a “**Party**” and collectively, the “**Parties**”).

1. Reference is made to the Agreement dated 29 December 2023 entered into between the Principal and the Company, pursuant to which, the Principal agrees to appoint the Company as an advisor of the Principal for the provision of advisory services (the “**Agreement**”). Terms and expressions defined in the Agreement shall, save where the context otherwise requires, bear the same meanings when used herein.
2. The Parties hereby agree that with the effect from the Effective Date (as defined below), the Agreement shall be amended and supplemented as follows:

- (i) Clause 2.1.2 of the Agreement shall be deleted in its entirety and replaced with the following clause:

*The annual caps for the services hereunder for each of the three financial years ending 31 March 2027 are set out as follows:*

- (a) *During the period from 1 April 2024 to 31 March 2025, the transaction amount payable by the Principal to the Company shall not exceed HK\$25,000,000;*
  - (b) *During the period from 1 April 2025 to 31 March 2026, the transaction amount payable by the Principal to the Company shall not exceed HK\$35,000,000; and*
  - (c) *During the period from 1 April 2026 to 31 March 2027, the transaction amount payable by the Principal to the Company shall not exceed HK\$45,000,000.*
- (ii) Clause 3.1 of the Agreement shall be deleted in its entirety and replaced with the following clause:





*Subject to Clause 3.2, Clause 3.3 and Clause 3.5, this Agreement shall become effective from 1 April 2024 (the “Effective Date”) and shall expire on 31 March 2027, unless terminated earlier in accordance with the terms of this Agreement. Subject to Clause 3.2 and Clause 3.3, this Agreement shall be in effect until terminated by either Party giving a 30-day prior written notice to the other Party.*

- (iii) New Clause 3.5 shall be inserted to the Agreement after Clause 3.4 of the Agreement as follows:

*This Agreement shall be subject to the condition precedent that approval by the shareholders of DL Holdings Group Limited (being the holding company of the Principal) (save for those who have a material interest in this Agreement and are required to abstain from voting at a general meeting) of this Agreement and the transactions contemplated hereunder has been obtained at a general meeting of DL Holdings Group Limited.*

- (iv) Clause 9.1 of the Agreement shall be deleted in its entirety and replaced with the following clause:

*Any notice, instruction or other instrument required to be given hereunder may be delivered in person to the offices of the Parties as set forth herein during normal business hours, or delivered by pre-paid registered mail or by facsimile to the Parties at the following addresses or such other address as may be notified by either Party in writing from time to time:*

*To the **Principal**:*

*CHEN Ningdi  
29/F Vertical Square, 28 Heung Yip Road,  
Wong Chuk Hang, Hong Kong*

*To the **Company**:*

*DL Family Office (HK) Limited  
Unit 2802, 28/F, Vertical Square,  
28 Heung Yip Road, Wong Chuk Hang, HK  
Attn: Donny Lam*

3. The Parties confirm that the terms of the Agreement shall remain in full force and effect following the execution of this Supplemental Agreement in accordance with the terms and conditions contained therein and subject to such supplements and amendments to the Agreement as set out in Clause 2 of this Supplemental Agreement and effective on the





Effective Date, and any reference in the Agreement to “this Agreement”, “herein”, “hereafter” or similar expressions shall, unless the context otherwise requires, be read and construed as a reference to the Agreement as amended and supplemented by this Supplemental Agreement with effect from the Effective Date.

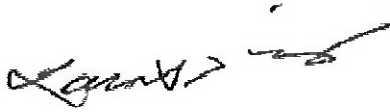
4. This Supplemental Agreement shall be construed as supplementing and forming part of the Agreement and shall be read accordingly.
5. This Supplemental Agreement may be executed in any number of counterparts and by the Parties on separate counterparts and each such counterpart shall constitute an original of this Supplemental Agreement but all of which shall together constitute one and the same instrument. This Supplemental Agreement shall not be effective until each Party has executed at least one counterpart.
6. This Supplemental Agreement shall be governed by and construed in accordance with the laws of Hong Kong, and the Principal agrees that any dispute, litigation, breach of contract or disagreement related to this Supplemental Agreement or its liability should be settled through The Financial Dispute Resolution Centre in Hong Kong.



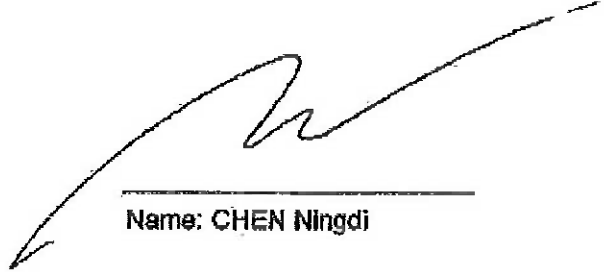


For and behalf of  
DL Family Office (HK) Limited

Signed by:



\_\_\_\_\_  
Name: LAM Siu Hong, Donny  
Position: Director



\_\_\_\_\_  
Name: CHEN Ningdi

