

PROMISSORY NOTE
(the "Note")

Dated: 18 July 2022

China Brilliant Global Limited, a company incorporated in the Cayman Islands having its registered office at Century Yard Cricket Square Hutchins Drive P.O. Box 2681 Grand Cayman KY1-1111 Cayman Islands (the "**Issuer**") for value received **HEREBY AGREES AND PROMISES** to pay to [Zhang Chunhua, Zhang Chunhua, holder of People's Republic of China Identity Card number 441602197207220415 of Rm 1401, Blk 9, Jin Se Jia Yuan, Wanke, 2018 Lian Hua Rd., Futian, Shenzhen, Guangdong, People's Republic of China (the "**Payee**", which term shall include its successors and assigns) or to such person as the Payee may direct in writing, the principal sum of US\$10,000,000 (the "**Principal Sum**") on the terms contained herein.

Subject as hereinafter provided, the Issuer shall repay interest accrued on the outstanding Principal Sum on the Maturity Date (as defined below) in arrears and any unpaid interest, together with the outstanding Principal Sum, shall be repayable on the date falling six months after the date of this Note (the "**Initial Maturity Date**"). Subject to other terms of this Note, the Initial Maturity Date may be extended for four successive periods of six months subject to the Issuer giving not less than five (5) Business Day prior written notice to the Payee of its intention to extend the Initial Maturity Date or if that is not a Business Day, the first Business Day thereafter (the "**Maturity Date**"). 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 US\$100,000) (together with the interest accrued thereon) save that if at that time, the outstanding principal amount of this Note is less than US\$100,000, 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.

The interest shall be calculated at the rate of two point five per cent. (2.5%) per annum on the outstanding Principal Sum. Interest shall accrue on the actual number of days elapsed and on a 365-day year basis and is payable on the Maturity Date in arrears (the "**Interest Payment Date**"). If an Interest Payment Date is not a Business Day it shall be postponed to the next day which is a Business Day. In the event that this Note is redeemed or repaid (in whole or in part) prior to the Maturity Date, the holder of this Note shall be entitled to interest in respect of such part or whole of the Principal Sum redeemed or repaid for the period from (and including) the date of issue of this Note to (but excluding) the date of redemption or repayment. After such early redemption or repayment, interest shall continue to accrue on the Principal Sum outstanding (if any) until the Maturity Date.

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 11:00 a.m. on the due dates for payment of the outstanding Principal

Sum and/or the interest accrued under this Note (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.

This Note may, with five (5) Business Days' prior notice in writing to the Issuer of the Payee's intention to transfer or assign this Note, be freely transferable and assignable by the Payee to any other person and any subsequent holder of this Note will (except as otherwise required by law) be treated as the absolute owner of this Note for all purposes.

Time is of the essence. 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.

"**Business Day**" in this Note shall mean a day (excluding Saturday, Sunday or public holiday or a day on which a typhoon signal number 8 or above or a "black" rainstorm signal is hoisted in Hong Kong between 9:00 a.m. to 5:00 p.m.) on which licensed banks in Hong Kong are generally open for business throughout their normal working hours.

This Note shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of People's Republic of China ("**Hong Kong**"). The parties hereby irrevocably submit to the non-executive jurisdiction of the Hong Kong courts.

SEALED with the COMMON SEAL OF
China Brilliant Global Limited

and SIGNED by
in the presence of: Chung Elizabeth Ching Yee

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