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## **HENGXIN TECHNOLOGY LTD.**

**亨 鑫 科 技 有 限 公 司 \***

*(carrying on business in Hong Kong as HX Singapore Ltd.)*

*(Incorporated in Republic of Singapore with limited liability)*

**(Hong Kong Stock Code: 1085)**

### **SUPPLEMENTAL AGREEMENT ON MAJOR AND CONNECTED TRANSACTION IN RELATION TO DISPOSAL OF 39% EQUITY INTEREST IN TARGET COMPANY**

Reference is made to the Company's announcement dated 8 December 2025 (the "**Announcement**") relating to the Disposal. Unless the context otherwise requires, capitalised terms used herein shall have the same meanings as those defined in the Announcement.

#### **SUPPLEMENTAL AGREEMENT**

On 30 December 2025, the Company, the Purchaser and Jiangsu Hengxin entered into the supplemental agreement to the Equity Transfer Agreement in relation to the amendment of the payment arrangement of the Consideration (the "**Supplemental Agreement**"). Pursuant to the Supplemental Agreement and based on friendly negotiation among all parties, the payment arrangement for the Consideration has been amended as follows:

1. The parties agree that, within 15 Business Days from the date of signing of the Supplemental Agreement, the Purchaser shall pay a refundable prepayment of RMB350,000,000 (the "**Prepayment**"), representing 70% of the Consideration, to the Company's designated account;

2. Upon the Company obtaining Independent Shareholders' approval of the Equity Transfer Agreement and the transactions contemplated thereunder at its general meeting, the Prepayment shall be applied towards the settlement of the first tranche of the Consideration;

3. If, within 30 days after the signing of the Supplemental Agreement, the Company fails to obtain the Independent Shareholders' approval of the Equity Transfer Agreement and the transactions contemplated thereunder at its general meeting, then the Equity Transfer Agreement and the Supplemental Agreement shall terminate. In such event, the Company shall, within 15 days after termination of the agreements, refund in full (without interest) the Prepayment already paid by the Purchaser (based on the amount actually paid by the Purchaser); and

4. The Company agrees and confirms that it waives any breach of contract liability of the Purchaser for late payment of the first tranche of the Consideration under the Equity Transfer Agreement. The payment arrangement for the first tranche of the Consideration under the Disposal shall be governed by the terms of the Supplemental Agreement.

Save as amended by the Supplemental Agreement, all other terms of Equity Transfer Agreement shall remain unchanged and in full force and effect. This announcement is supplemental to and shall be read in conjunction with the Announcement and the circular, which is expected to be despatched to the Shareholders on or before 31 December 2025.

**Completion may or may not proceed as it is subject to a number of conditions precedent which may or may not be fulfilled, Shareholders and potential investors of the Company are therefore advised to exercise caution when dealing in the Shares.**

By Order of the Board  
**Hengxin Technology Ltd.**  
**Peng Yinan**  
*Executive Director*

Hong Kong, 30 December 2025

*As at the date of this announcement, the executive directors of the Company are Mr. Peng Yinan and Lau Fai Lawrence; the non-executive directors of the Company are Mr. Cui Wei, Mr. Tao Shunxiao and Mr. Zeng Guowei; and the independent non-executive directors of the Company are Mr. Qian Ziyang, Ms. Lin Ting and Mr. Chan Hon Chung Johnny.*

\* *For identification purpose only*