

---

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

---

FORM 6-K

---

REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16  
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of June 2025

---

**MICROALGO INC.**  
(Registrant's Name)

---

Unit 507, Building C, Taoyuan Street,  
Long Jing High and New Technology Jingu Pioneer Park,  
Nanshan District, Shenzhen, People's Republic of China  
(Address of principal executive office)

---

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

---

---

EXPLANATORY NOTE

**Convertible Note Transaction with WiMi Hologram Cloud Inc.**

On June 20, 2025, MicroAlgo Inc. (the "Company") entered into a Convertible Note Purchase Agreement (the "Purchase Agreement") with its parent company, WiMi Hologram Cloud Inc. (the "Purchaser"). Pursuant to the Purchase Agreement, the Company issued an Unsecured Convertible Promissory Note (the "Note") to the Purchaser in the principal amount of \$35,000,000 for a purchase price of \$32,200,000.

**Principal and Purchase Price:** The Note has a principal amount of \$35,000,000 and was issued with an 8% original issue discount for a purchase price of \$32,200,000. The Note has a maturity date of 360 days from the date of issuance and bears no interest.

**Conversion Feature:** The Note is convertible at any time at the option of the Purchaser into Class A ordinary shares of the Company. The conversion price is set at a 60% discount to the lowest closing market price of the Company's ordinary shares during the 60 trading days preceding the notice of conversion.

**Lock-Up Agreement:** Concurrently with the issuance of the Note, the Purchaser entered into a Lock-Up Agreement (the "Lock-Up Agreement") restricting the sale or transfer of any Class A ordinary shares received upon conversion of the Note for a period of ten (10) years, subject to certain exceptions.

The foregoing descriptions of the Note Purchase Agreement, the Convertible Note and the Lock Up Agreement are summaries of the material terms of such agreements, do not purport to be complete and are qualified in their entirety by reference to the Note Purchase Agreement, and the Convertible Note, which are attached hereto as Exhibits 99.1, 99.2, and 99.3.

***The conversion feature of the Note may result in substantial and unpredictable dilution to our existing shareholders.***

The Note contains a floating conversion price feature that is highly favorable to the Purchaser. The conversion price is calculated at a 60% discount to the lowest closing price of our ordinary shares over the 60 trading days prior to conversion. This type of financing means that if the market price of our stock declines, the number of shares issuable upon conversion increases.

This creates a significant risk of substantial dilution to our existing shareholders, which may be difficult to predict. The downward pressure on our stock price resulting from the potential issuance of a large number of shares upon conversion could, in turn, lower the conversion price further, creating a cycle of continued dilution. The interests of the Purchaser as the holder of the Note may not be aligned with the interests of our public minority shareholders.

***The transaction's related-party nature and terms highly favorable to our parent company create significant conflicts of interest and risks for our public minority shareholders.***

The financing has been provided by our parent company, WiMi Hologram Cloud Inc. Transactions with related parties inherently present potential conflicts of interest, such as dilution to existing shareholders. The terms of the Note, particularly the aggressive floating conversion price and the one-sided prepayment terms, are very favorable to the Purchaser.

Despite these risks, the financing structure allows the Company to secure capital during its growth phase while maintaining its status as a subsidiary of WiMi Hologram Cloud Inc. The conversion feature of the Note provides a mechanism for our parent company to maintain its controlling interest, which could be diluted if the Company were to raise capital through equity offerings to unaffiliated third-party investors.

## EXHIBIT INDEX

Exhibit No.	Description
99.1	<a href="#">Form of Convertible Note Purchase Agreement</a>
99.2	<a href="#">Form of Convertible Note</a>
99.3	<a href="#">Lock Up Agreement</a>

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: June 20, 2025

**MicroAlgo Inc.**

*/s/ Min Shu*

Min Shu  
Chief Executive Officer

## Convertible Note Purchase Agreement

This Convertible Note Purchase Agreement (this "Agreement"), dated as of June 20, 2025, is entered into by and between MicroAlgo Inc., a Cayman Islands exempted company (the "Company"), and WiMi Hologram Cloud Inc., a Cayman Islands company and the parent entity of the Company (the "Purchaser").

WHEREAS, the Purchaser desires to subscribe for and purchase, and the Company desires to issue and sell, the Convertible Notes pursuant to the terms and conditions set forth in this Agreement

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties hereto, intending to be legally bound, agrees as follows:

### 1. Purchase and Sale of Notes

1.1. Purchase and Sale. Subject to the satisfaction (or waiver) of the conditions set forth in Sections 4 and 5 below, the Company shall issue and sell to the Purchaser, and the Purchaser shall purchase from the Company on the Closing Date (as defined below), a convertible note in the original principal amount of \$35,000,000 (the "Note"). The shares issuable upon conversion of the Note shall be Class A ordinary shares of the Company (the "Conversion Shares").

1.2. Closing. Subject to the satisfaction (or written waiver) of the conditions set forth in Section 4 and Section 5 below, the issuance and sale of the Note (the "Closing") shall take place on June 20, 2025 (the "Closing Date"). The Closing shall occur by means of the exchange by email of signed .pdf documents but shall be deemed for all purposes to have occurred at the Company's principal executive offices.

1.3 Purchase Price. The aggregate purchase price for the Note shall be \$32,200,000.

2. Purchaser's Representations and Warranties. The Purchaser represents and warrants to the Company that as of the date hereof and as of the Closing Date:

2.1 Organization; Authority. The Purchaser is an entity duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right to enter into and to consummate the transactions contemplated by Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and performance by the Purchaser of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of the Purchaser. Each Transaction Document to which it is a party has been duly executed by the Purchaser, and when delivered by the Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

---

2.2 Restricted Securities. The Purchaser is acquiring the Notes, and upon conversion of the Notes, the Conversion Shares for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof in violation of applicable securities laws, except pursuant to sales registered or exempted under the 1933 Act. The Purchaser does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the securities in violation of applicable securities laws. The Purchaser acknowledges that absent an effective registration under the 1933 Act, the securities may only be offered, sold or otherwise transferred (i) to the Company, or (ii) pursuant to an exemption from registration under the 1933 Act.

2.3 Reliance on Exemptions. The Purchaser understands that the securities are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and such Purchaser's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of such Purchaser to acquire the securities.

2.4 Transfer or Resale. The Purchaser understands the securities have not been and are not being registered under the 1933 Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (A) subsequently registered thereunder, (B) such Purchaser shall have delivered to the Company (if requested by the Company) an opinion of counsel, in a form reasonably acceptable to the Company, to the effect that such securities to be sold, assigned or transferred may be sold, assigned or transferred pursuant to an exemption from such registration, or (C) such Purchaser provides the Company with reasonable assurance satisfactory to the Company that such securities can be sold, assigned or transferred pursuant to Rule 144 or Rule 144A promulgated under the 1933 Act (or a successor rule thereto) (collectively, "Rule 144"); (ii) any sale of the securities made in reliance on Rule 144 may be made only in accordance with the terms of Rule 144, and further, if Rule 144 is not applicable, any resale of the securities under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC promulgated thereunder; and (iii) neither the Company nor any other Person is under any obligation to register the securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder.

3. Company's Representations and Warranties. The Company represents and warrants to the Purchaser that as of the Closing Date:

3.1 Organization and Qualification. The Company is an exempted company with limited liability duly incorporated, validly existing and in good standing under the laws of the Cayman Islands, and each subsidiary of the Company is duly incorporated or organized, validly existing and in good standing (with respect to jurisdictions that recognize the concept of good standing) under the laws of its jurisdiction of organization. Each of the Company and its subsidiaries has the requisite power and authority to own, lease and operate its properties and to carry on its business as currently being conducted, and is duly qualified or licensed to do business in all material respects in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary.

3.2 Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to execute and deliver the Transaction Documents and to perform its obligations thereunder. The execution, delivery and performance by the Company of the Transaction Documents, including the issuance of the Note and the Conversion Shares, have been duly authorized by all necessary corporate action on the part of the Company. Each Transaction Document to which the Company is a party has been or will be duly executed and delivered by the Company, and, assuming the due

authorization, execution and delivery by the Purchaser and the other parties thereto, constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, except as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally.

**3.3 Issuance of the Conversion Shares.** The Conversion Shares are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all liens imposed by the Company.

**3.4 Capitalization.** All issued and outstanding ordinary shares have been duly authorized and validly issued and are fully paid and non-assessable, were issued in compliance with applicable U.S. and other applicable securities laws and were not issued in violation of any preemptive right, resale right or right of first refusal.

**3.5 No Conflicts.** The execution, delivery and performance by the Company of the Transaction Documents, including the issuance of the Note and the Conversion Shares, will not (i) result in a violation of the Memorandum and Articles, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement to which the Company is a party, or (iii) result in a violation of any law applicable to the Company or by which any property or asset thereof is bound, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Company to perform its obligations under the Transaction Documents to which it is a party.

**3.6 Filings, Consents and Approvals.** The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than such filings as are required to be made under applicable federal securities laws and the laws of the PRC.

**3.7 No Additional Representations.** The Company makes no representations or warranties as to any matter whatsoever except as expressly set forth in the Transaction Documents or in any certificate delivered by the Company to the Purchaser in accordance with the terms thereof.

**4. Conditions to Company's Obligation to Sell.** The obligation of the Company hereunder to issue and sell the Securities to the Purchaser at each Closing is subject to the satisfaction, on or before the relevant Closing Date, of each of the following conditions:

4.1. The Purchaser shall have executed the Transaction Documents and delivered the same to the Company.

4.2. The Purchaser shall have delivered the relevant Purchase Price to the Company in accordance with Section 1.5 above.

**5. Miscellaneous.**

5.1. **Termination.** This Agreement will terminate automatically without action by the parties on the date that is 24 months from the date of this Agreement.

5.2. **Governing Law; Dispute Resolution.** This Agreement shall be governed by and construed exclusively in accordance with the laws of New York, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction to the rights and duties of the parties hereunder. The Company and the Purchaser agree to negotiate in good faith to resolve any dispute, controversy, difference or claim arising out of or relating to or regarding this Agreement including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it (each, a "Dispute").

5.3. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.4. **Headings.** The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

5.5. **Severability.** In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

5.6. **Entire Agreement.** This Agreement, together with the other Transaction Documents, contains the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither Company nor the Purchaser makes any representation, warranty, covenant or undertaking with respect to such matters. For the avoidance of doubt, all prior term sheets or other documents between Company and the Purchaser, or any affiliate thereof, related to the transactions contemplated by the Transaction Documents (collectively, "Prior Agreements"), that may have been entered into between Company and the Purchaser, or any affiliate thereof, are hereby null and void and deemed to be replaced in their entirety by the Transaction Documents. To the extent there is a conflict between any term set forth in any Prior Agreement and the term(s) of the Transaction Documents, the Transaction Documents shall govern.

5.7. **Amendments.** No provision of this Agreement may be waived or amended other than by an instrument in writing signed by both parties hereto.

5.8. **Notices.** Any notice required or permitted hereunder shall be given in writing (unless otherwise specified herein) and shall be deemed effectively given on the earliest of: (i) the date delivered, if delivered by personal delivery as against written receipt therefor or by email to an executive officer named below or such officer's successor, or by facsimile (with successful transmission confirmation which is kept by sending party), (ii) the earlier of the date delivered or the third Business Day after deposit, postage prepaid, in the United States Postal Service by certified mail, or (iii) the earlier of the date delivered or the third Business Day after mailing by express courier, with delivery costs and fees prepaid, in each case, addressed to each of the other parties thereunto (or at such other addresses as such party may designate by five (5) calendar days' advance written notice similarly given to each of the other parties hereto). The address for such notices and communications shall be as set forth on the signature pages attached hereto. "Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by applicable laws to be closed in Beijing, Cayman Islands, Hong Kong or New York.

5.9. **Successors and Assigns.** This Agreement or any of the severable rights and obligations inuring to the benefit of or to be performed by the Purchaser

hereunder may not be assigned by the Purchaser to a third party, including its affiliates, in whole or in part, without the Company's consent thereto. Company may not assign its rights or obligations under this Agreement or delegate its duties hereunder without the prior written consent of the Purchaser.

---

4

5.10. Survival. The representations and warranties of Company and the agreements and covenants set forth in this Agreement shall survive the Closing hereunder notwithstanding any due diligence investigation conducted by or on behalf of the Purchaser. Company agrees to indemnify and hold harmless the Purchaser and all its officers, directors, employees, attorneys, and agents for loss or damage arising as a result of or related to any breach or alleged breach by Company of any of its representations, warranties and covenants set forth in this Agreement or any of its covenants and obligations under this Agreement, including advancement of expenses as they are incurred.

5.11. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

5.12. Purchaser's Rights and Remedies Cumulative. All rights, remedies, and powers conferred in this Agreement and the Transaction Documents are cumulative and not exclusive of any other rights or remedies, and shall be in addition to every other right, power, and remedy that the Purchaser may have, whether specifically granted in this Agreement or any other Transaction Document, or existing at law, in equity, or by statute, and any and all such rights and remedies may be exercised from time to time and as often and in such order as the Purchaser may deem expedient.

5.13. Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement.

5.14. No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

5.15. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in the form of a writing signed by the party granting the waiver. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver or consent in the future except to the extent specifically set forth in writing.

*[Remainder of page intentionally left blank; signature page follows ]*

---

5

IN WITNESS WHEREOF, the undersigned the Purchaser and the Company have caused this Agreement to be duly executed as of the date first above written.

PURCHASER:

WIMI HOLOGRAM CLOUD INC.

By: \_\_\_\_\_  
Printed Name: Shuo Shi  
Title: Chief Executive Officer

COMPANY:

MicroAlgo Inc.

By: \_\_\_\_\_  
Printed Name: Min Shu  
Title: Chief Executive Officer

---

6

## UNSECURED CONVERTIBLE PROMISSORY NOTE

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES. ANY TRANSFEREE OF THIS NOTE SHOULD CAREFULLY REVIEW THE TERMS OF THIS NOTE, INCLUDING SECTIONS 3(c)(iii) AND 20(a) HEREOF. THE PRINCIPAL AMOUNT REPRESENTED BY THIS NOTE AND, ACCORDINGLY, THE SECURITIES ISSUABLE UPON CONVERSION HEREOF MAY BE LESS THAN THE AMOUNTS SET FORTH ON THE FACE HEREOF PURSUANT TO SECTION 3(c)(iii) OF THIS NOTE.

THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID"). PURSUANT TO TREASURY REGULATION §1.1275-3(b)(1). THE COMPANY WILL, BEGINNING TEN DAYS AFTER THE ISSUANCE DATE OF THIS NOTE, PROMPTLY MAKE AVAILABLE TO THE HOLDER UPON REQUEST THE INFORMATION DESCRIBED IN TREASURY REGULATION §1.1275-3(b)(1)(i).

FOR VALUE RECEIVED, MicroAlgo Inc., a Cayman Islands company ("Borrower"), promises to pay to WiMi Hologram Cloud Inc., a Cayman Islands company, or its successors or assigns ("Holder"), \$35,000,000 and any interest, fees, charges, and late fees accrued hereunder on the date (the "Maturity Date") that is 360 days after the date the Purchase Price for this Note is delivered by Holder to Borrower (the "Purchase Price Date") in accordance with the terms set forth herein and to pay interest on the Outstanding Balance (as defined below) at the simple rate of 0% per annum from the Purchase Price Date until the same is paid in full. All interests hereunder shall be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months, and shall be payable on the Maturity Date.

This Convertible Promissory Note (this "Note") is issued and made effective as of June 20, 2025 (the "Effective Date"). This Note is issued pursuant to that certain Convertible Note Purchase Agreement dated June 20, 2025, as the same may be amended from time to time, by and between Borrower and Holder (the "Purchase Agreement"). For all purposes of this Note, (a) the "Outstanding Balance" means, as of any date of determination, the Purchase Price, as reduced or increased, as the case may be, pursuant to the terms hereof for payment, Conversion (as defined below), offset, or otherwise, plus accrued but unpaid interest, and (b) "Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by applicable laws to be closed in Beijing, Cayman Islands, Hong Kong or New York.

The purchase price for this Note shall be \$32,200,000 (the "Purchase Price"), determined pursuant to the Convertible Note Purchase Agreement dated June 20, 2025, as determined between the Borrower and the Holder. The Purchase Price shall be payable by Holder by wire transfer of immediately available funds.

## 1. Payment; Prepayment.

1.1. Payment. All payments owing hereunder shall be in lawful money of the United States of America or Conversion Shares (as defined below), as provided for herein, and delivered to Holder at the address or bank account furnished to Borrower for that purpose. All payments shall be applied first to (a) costs of collection, if any, then to (b) fees and charges, if any, then to (c) accrued and unpaid interest, and thereafter, to (d) principal.

1.2. Prepayment. Notwithstanding the foregoing and provided that an Event of Default (as defined below) has not occurred under this Note, at any time prior to the maturity of the Note (the "Prepayment Termination Date"), the Company shall have the right to prepay up to the outstanding balance on this Note (the "Optional Prepayment Amount"), in full, by delivering to the Holder a Optional Prepayment Notice (defined below) in accordance with this section. The Optional Prepayment Notice shall be delivered to the Holder at its registered addresses furnished to Company by written notice and shall state: (1) that the Company is exercising its right to prepay the Note, and (2) the date of prepayment (the "Optional Payment Date") which shall be at least three (3) Business Days but not more than five (5) Business Days from the date of the Optional Prepayment Notice; and (3) the Optional Prepayment Amount as calculated as below. Upon receipt of the Option Prepayment Notice, the Holder shall have three (3) Business Days to elect to convert the Optional Prepayment Amount into equity securities of the Company in accordance with Section 3.1 herein. If the Holder elects not to convert such Optional Prepayment Amount, then on the Optional Prepayment Date the Company shall pay the Optional Prepayment Amount to or upon the order of the Holder as specified by the Holder in writing to the Company prior to the Optional Prepayment Date.

The Optional Prepayment Amount is equal to the sum of 110% multiplied by the then outstanding principal amount of this Note as of the date of the Optional Prepayment Notice, provided that any portion of the then outstanding balance of Note for which the Company has received a Notice of Conversion (as defined below) from Holder prior to the Optional Prepayment Notice where the applicable Conversion Shares have not yet been delivered, shall not be included in the Optional Prepayment Amount.

2. Pari Passu Ranking. This Note constitutes direct, unsecured, unsubordinated, unconditional and senior obligations of the Company and the Company's payment obligations under this Note shall at times rank (i) at least *pari passu* and ratably and equally with all other existing and future claims of all its other unsecured and unsubordinated creditors, including notes issued by the Company as part of a series of transactions of which the issuance of this Note is a part and (ii) senior to all existing and future subordinated indebtedness owed by the Company.

3. Lender Optional Conversions. Subject to the terms of this Note, Holder has the right at any time after the Purchase Price Date until the Outstanding Balance has been paid in full, at its election, to convert ("Conversion") all, or a portion of the Outstanding Balance into Class A ordinary shares of Borrower ("Conversion Shares") as per the following conversion formula: the number of Conversion Shares equals the amount being converted (the "Conversion Amount") divided by the Conversion Price. Conversion notices shall be in the form attached hereto as Exhibit A (each, a "Conversion Notice") and may be effectively delivered to Borrower by any method set forth in the "Notices" section of the Purchase Agreement.

3.1. Conversion Price. Subject to adjustment as set forth in this Note, the price at which Holder has the right to convert all, and no less than all, of the Outstanding Balance into Conversion Shares is the Conversion Price, which shall be calculated as (A) the lowest market closing price of the Company's ordinary shares in the sixty (60) trading days preceding the date of the Conversion Notice (the "Reference Price"), (B) multiplied by 40%, and (C) rounded down to the nearest 2 decimal places, subject to adjustment in the event of a stock split, stock dividend, recapitalization, or similar transactions.

#### 4. Trigger Events; Defaults; and Remedies.

4.1. Trigger Events. The following are trigger events under this Note (each, a "Trigger Event"): (a) Borrower fails to pay any principal, interest, fees, charges, or any other amount when due and payable hereunder; (b) a receiver, trustee or other similar official shall be appointed over Borrower or a material part of its assets and such appointment shall remain uncontested for 60 days or shall not be dismissed or discharged within 60 days; (c) Borrower files a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); (d) an involuntary bankruptcy proceeding is commenced or filed against Borrower.

4.2. Defaults. At any time following the occurrence of a Trigger Event, Holder may, at its option, send written notice to Borrower demanding that Borrower cure the Trigger Event within 60 Business Days. If Borrower fails to cure the Trigger Event within the required 60 Business Day cure period, the Trigger Event will automatically become an event of default hereunder (each, an "Event of Default") and the date of the Event of Default shall be the 60<sup>th</sup> Business Day following the occurrence of the relevant Trigger Event.

4.3. Default Remedies. At any time and from time to time following the occurrence of any Event of Default, Holder may accelerate this Note by written notice to Borrower, with the Outstanding Balance becoming immediately due and payable in cash. At any time following the occurrence of any Event of Default, upon written notice given by Holder to Borrower to accelerate this Note, interest shall accrue on the Outstanding Balance beginning on the date the applicable Event of Default occurred at an interest rate equal to 10% per annum ("Default Interest") until the Outstanding Balance is paid in full. For the avoidance of doubt, the foregoing interest rate of 10% per annum shall be the only interest that may accrue on the Outstanding Balance beginning on the date of the applicable Event of Default, and the original interest rate of 0% per annum shall cease to have effect from the date of the applicable Event of Default. Holder may continue making Conversions at any time following a Trigger Event or an Event of Default until such time as the Outstanding Balance is paid in full. Such acceleration may be rescinded and annulled by Holder at any time prior to payment hereunder and Holder shall have all rights as a holder of the Note until such time, if any, as Holder receives full payment pursuant to this Section 4.3. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon. Nothing herein shall limit Holder's right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to Borrower's failure to timely deliver Conversion Shares upon Conversion of the Note as required pursuant to the terms hereof.

5. Waiver. No waiver of any provision of this Note shall be effective unless it is in the form of a writing signed by the party granting the waiver. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver or consent in the future except to the extent specifically set forth in writing.

6. Adjustment of Conversion Price upon Share Subdivision or Combination. Without limiting any provision hereof, if Borrower at any time on or after the Effective Date subdivides (by any stock split, stock dividend, recapitalization, ratio change or otherwise) its outstanding ordinary shares into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision will be proportionately reduced. Without limiting any provision hereof, if Borrower at any time on or after the Effective Date combines (by combination, reverse stock split, ratio change or otherwise) its outstanding Class ordinary shares into a smaller number of shares, the Conversion Price in effect immediately prior to such combination will be proportionately increased. Any adjustment pursuant to this Section 6 shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this Section 6 occurs during the period that a Conversion Price is calculated hereunder, then the calculation of such Conversion Price shall be adjusted appropriately to reflect such event.

---

3

---

7. Method of Conversion Share Delivery. Subject to Sections 3.3 and 3.4 above, on or before the close of business on the 10<sup>th</sup> Business Day following the date of delivery of a Conversion Notice (the "Delivery Date"), Borrower shall deliver or cause its share registrar or transfer agent to deliver the applicable Conversion Shares and a certificate representing the number of Conversion Shares to which Holder shall be entitled, registered in the name of Holder or its Permitted Designee. Moreover, and notwithstanding anything to the contrary herein or in any other Transaction Document, in the event Borrower or its share registrar or transfer agent refuses to deliver any Conversion Shares without a restrictive securities legend to Holder on grounds that such issuance is in violation of Rule 144 under the Securities Act of 1933, as amended ("Rule 144"), Borrower shall deliver or cause its share registrar or transfer agent to deliver the applicable Conversion Shares to Holder with a restricted securities legend, but otherwise in accordance with the provisions of this Section 7.

8. Issuance Fees. Holder will be solely liable for any fees that must be paid by Borrower in order to issue any Conversion Shares.

9. Opinion of Counsel. In the event that an opinion of counsel is needed for any matter related to this Note, Holder has the right to have any such opinion provided by its counsel at its own costs.

10. Governing Law; Dispute Resolution. This Agreement shall be governed by and construed exclusively in accordance with the laws of New York, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction to the rights and duties of the parties hereunder. The Company and the Purchaser agree to negotiate in good faith to resolve any dispute, controversy, difference or claim arising out of or relating to or regarding this Agreement including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it (each, a "Dispute").

11. Cancellation. After repayment or conversion of the entire Outstanding Balance, this Note shall be deemed paid in full, shall automatically be deemed canceled, and shall not be reissued.

12. Amendments. The prior written consent of both parties hereto shall be required for any change or amendment to this Note.

13. Assignments. Borrower may not assign this Note without the prior written consent of Holder. This Note may not be offered, sold, assigned or transferred by Holder without the consent of Borrower, and Borrower is not obligated to give such consent.

14. Notices. Whenever notice is required to be given under this Note, unless otherwise provided herein, such notice shall be given in accordance with the section of the Purchase Agreement titled "Notices."

15. Severability. If any part of this Note is construed to be in violation of any law, such part shall be modified to achieve the objective of Borrower and Holder to the fullest extent permitted by law and the balance of this Note shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows ]

IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed as of the Effective Date.

BORROWER:

MicroAlgo Inc.

By: \_\_\_\_\_  
Name: Min Shu  
Title: Chief Executive Officer and Director

ACKNOWLEDGED, ACCEPTED AND AGREED:

HOLDER:

WIMI HOLOGRAM CLOUD INC.

By: \_\_\_\_\_  
Name: Shuo Shi  
Title: Chief Executive Officer

*[Signature Page to Convertible Promissory Note]*



### Lock-Up Agreement

This Lock-Up Agreement (this "Agreement") is made and entered into as of June 20, 2025, by and between MicroAlgo Inc., a Cayman Islands exempted company (the "Company"), and WiMi Hologram Cloud Inc. (the "Securityholder").

### RECITALS

**WHEREAS**, the Company and the Securityholder are parties to that certain Convertible Note Purchase Agreement, dated June 20, 2025 (the "Purchase Agreement"), pursuant to which the Company has agreed to issue a convertible promissory note to the Securityholder (the "Note");

**WHEREAS**, upon conversion of the Note, the Securityholder will receive Class A ordinary shares of the Company (the "Conversion Shares"); and

**WHEREAS**, as a condition to the transactions contemplated by the Purchase Agreement, the Securityholder has agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lock-Up of Conversion Shares. The Securityholder agrees that, during the Lock-Up Period (as defined below), it will not, directly or indirectly, (a) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any Conversion Shares, or any options or warrants to purchase any Conversion Shares, or any securities convertible into, exchangeable for or that represent the right to receive Conversion Shares (collectively, the "Locked-Up Securities"), or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Locked-Up Securities, whether any such transaction is to be settled by delivery of shares or other securities, in cash or otherwise.

2. Lock-Up Period. The restrictions set forth in Section 1 shall commence on the date any Conversion Shares are issued to the Securityholder and end at 5:00 p.m. Eastern Time on June 19, 2035 (the "Lock-Up Period").

3. Permitted Transfers. Notwithstanding the provisions of Section 1, the Securityholder may transfer the Locked-Up Securities during the Lock-Up Period:

(a) to any affiliate (as defined in Rule 405 under the Securities Act of 1933, as amended) of the Securityholder;

(b) in connection with a bona fide third-party tender offer, merger, consolidation, or other similar transaction made to all holders of the Company's ordinary shares involving a change of control of the Company, provided that if such transaction is not completed, the Locked-Up Securities shall remain subject to the restrictions contained in this Agreement; or

(c) with the prior written consent of the Board of Directors of the Company.

(d) by operation of law, including pursuant to a court order

Provided, however, that in the case of any transfer or distribution pursuant to clauses (a) through (d), it shall be a condition to the transfer that the transferee executes an agreement, in a form reasonably satisfactory to the Company, stating that the transferee is receiving and holding such Locked-Up Securities subject to the provisions of this Agreement.

1

---

### 4. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, with respect thereto.

(c) Amendments. This Agreement may not be amended or otherwise modified except by an instrument in writing signed by both the Company and the Securityholder.

(d) Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by email to the addresses specified on the signature page hereof.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows]

2

---

**IN WITNESS WHEREOF**, the parties have executed this Lock-Up Agreement as of the date first written above.

SECURITYHOLDER:

WIMI HOLOGRAM CLOUD INC.

By: \_\_\_\_\_

Printed Name: Shuo Shi  
Title: Chief Executive Officer

COMPANY:

MicroAlgo Inc.

By:  
Printed Name: Min Shu  
Title: Chief Executive Officer