

DATE: 13 February 2026

IDT INTERNATIONAL LIMITED

(as Company)

AND

RUIBANG SECURITIES LIMITED

(as Placing Agent)

PLACING AGREEMENT
relating to the placing of up to
86,666,436 new ordinary shares of par value of HK\$0.60 of
IDT INTERNATIONAL LIMITED

Khoo & Co.
Suite 3902, Central Plaza
18 Harbour Road
Wanchai
Hong Kong

THIS AGREEMENT is made on the 13th day of February 2026

BETWEEN:

- (A) **IDT INTERNATIONAL LIMITED**, a company incorporated in Bermuda with limited liability having its registered office situated at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda and its principal place of business in Hong Kong at Unit 612, 6/F, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong (the “**Company**”); and
- (B) **RUIBANG SECURITIES LIMITED**, a company incorporated in Hong Kong with limited liability whose registered office is situated at 9/F, Sang Woo Building, 227-228 Gloucester Road, Wanchai, Hong Kong (the “**Placing Agent**”).

WHEREAS:

- (A) As at the date of this Agreement, the total number of issued shares of the Company is 433,332,181 Shares. All the issued Shares are currently listed on the Main Board of the Stock Exchange (as defined hereinafter).
- (B) At the annual general meeting of the Company held on 23 May 2025, an ordinary resolution of shareholders of the Company was passed pursuant to which a general mandate (the “**General Mandate**”) was unconditionally given to the directors of the Company to allot, issue and deal with new Shares not exceeding 20% of the aggregate number of issued Share as at the date of passing of the resolution, i.e. up to 86,666,436 new Shares. No new Shares have been issued under the General Mandate since its grant on 23 May 2025.
- (C) The Placing Agent, as agent of the Company, has agreed to procure on a best effort basis not less than six (6) Placees (as defined hereinafter) to subscribe for the Placing Shares (as defined hereinafter) on and subject to the terms and conditions set out in this Agreement. The Placing Shares are to be allotted and issued pursuant to the General Mandate.

IT IS HEREBY AGREED:

1. INTERPRETATION

- (A) In this Agreement, including the recitals and schedules hereto, unless the context otherwise requires:

“**acting in concert**” has the same meaning as ascribed to it under the Hong Kong Code on Takeovers and Mergers issued by the SFC (as amended and supplemented from time to time);

“**AFRC**” means the Accounting and Financial Reporting Council of Hong Kong;

“Agreement” means this placing agreement as amended or varied from time to time by an agreement in writing duly executed and delivered by the parties hereto;

“Announcement” means an announcement in respect of, inter alia, the transactions hereunder proposed and in the form to be agreed between the Parties to be issued by or on behalf of the Company as soon as possible following the execution of this Agreement, subject to such modifications as the Stock Exchange or SFC may require;

“Business Day” means a day (excluding Saturday, Sunday, public holiday and any day on which “extreme conditions” caused by super typhoons is announced by the Government of Hong Kong or a tropical cyclone warning signal no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for business throughout their normal business hours;

“Bye-law(s)” means the bye-law(s) of the Company;

“CCASS” means the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited;

“Completion” means completion of the Placing in accordance with the terms and conditions set out in this Agreement;

“Completion Date” means a date falling within four (4) Business Days after the day on which all the conditions set out in Clause 3(A) have been fulfilled (or such later date as may be agreed between the parties hereto in writing);

“Listing Rules” means the Rules Governing the Listing of Securities of the Stock Exchange;

“Long Stop Date” means 6 March 2026, or such later date as may be agreed in writing between the Company and the Placing Agent;

“General Mandate” has the meaning ascribed thereto in Recital (B);

“Group” means the Company and its subsidiaries and the expression **“member(s) of the Group”** shall be construed accordingly;

“HK\$” means Hong Kong dollars, the lawful currency of Hong Kong;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Placee(s)” means any person or entity procured by the Placing Agent or its agent(s) to subscribe for any Placing Share;

“**Placing**” means the placing of the Placing Shares on and subject to the terms and conditions set out in this Agreement;

“**Placing Price**” means HK\$1.88 per Placing Share (exclusive of any brokerage, SFC transaction levy, AFRC transaction levy and Stock Exchange trading fee as may be payable);

“**Placing Shares**” means a total of up to 86,666,436 new Shares to be placed pursuant to this Agreement;

“**SFC**” means the Securities and Futures Commission of Hong Kong;

“**Share(s)**” means the ordinary share(s) of par value of HK\$0.60 each in the issued share capital of the Company;

“**Shareholder(s)**” means holder(s) of the Shares;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**Subscription Monies**” means the aggregate consideration payable in respect of the Placing Shares actually placed pursuant to this Agreement less such amounts as are expressly permitted to be deducted under Clause 6 of this Agreement;

“**subsidiary(ies)**” has the meaning ascribed thereto in section 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong); and

“**%**” means per cent.

- (B) In this Agreement, references herein to ‘**Recitals**’, ‘**Clauses**’ and the ‘**Schedules**’ are to the recitals and clauses of and the schedules to this Agreement.
- (C) In this Agreement, the singular includes the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporate.
- (D) Headings inserted are for convenience only and shall not affect the interpretation of this Agreement.

2. PLACING

- (A) Upon and subject to the terms and conditions set out in this Agreement, the Placing Agent agrees, as agent of the Company, to procure on a best effort basis not less than six (6) Placees to subscribe for the Placing Shares at the Placing Price. The Placing Agent may carry out the Placing itself and/or through sub-placing agents. The Placing Agent shall procure that such sub-placing agents shall comply with all relevant obligations to which the Placing Agent is subject under the terms and conditions of this Agreement. Subject to the terms and conditions of this Agreement, the Placing Agent may enter into any agreements

with any of such sub-placing agents for such purpose in the form of the sub-placing letter set out in Schedule 2.

- (B) The Company hereby appoints the Placing Agent as its agent to procure on a best effort basis not less than six (6) Placees to subscribe for the Placing Shares on and subject to the terms and conditions set out in this Agreement. Any transaction properly carried out by the Placing Agent pursuant to this Agreement shall constitute a transaction carried out by the Placing Agent at the request of the Company and as its agent and not on account of or for the Placing Agent. The Placing Agent shall not be responsible for any loss or damage (except for any loss or damage which is caused, directly or indirectly, by fraud, wilful default or negligence on the part of the Placing Agent, or any sub-agent appointed by the Placing Agent pursuant to Clause 2(A)) to the Company arising directly or indirectly from any such transaction (other than as a result of non-compliance by the Placing Agent with its obligations under this Agreement).
- (C) The Company hereby confirms that the foregoing appointment confers on the Placing Agent all powers, authorities and discretion on its behalf which are necessary for, or incidental to, the Placing and hereby agrees to ratify and confirm any act which the Placing Agent shall or may lawfully and reasonably do or have done pursuant to or in anticipation of the terms and conditions of this Agreement subject to the provisions contained herein.
- (D) The Company shall allot and issue the Placing Shares in accordance with the Bye-laws, all applicable laws of Hong Kong and the rules and regulations of the Stock Exchange, and the Placing Shares shall rank *pari passu* in all respects among themselves and with the existing Shares in issue and be free from all liens, charges, encumbrances and third-party rights together with all rights attaching thereto as at the Completion Date, including but not limited to the rights to receive all future dividends and other distributions thereafter declared, made or paid.
- (E) By no later than 5:00 p.m. on two Business Days prior to the Completion Date (or such later date as may be agreed between the parties hereto in writing), the Placing Agent shall deliver to the Company the names, addresses and denominations (in board lots or otherwise) in which the Placing Shares are to be registered and, where relevant, the CCASS accounts to which the Placing Shares are to be credited. The choice of the Placees shall be determined by the Placing Agent at its sole discretion subject to the requirements of the Listing Rules and/or any objection the Stock Exchange may have to any particular person or company being a Placee PROVIDED that the Placing Agent undertakes to use its best endeavours to procure that the Placing Shares shall only be placed to such persons or companies whose themselves and their respective ultimate beneficial owners (if applicable) are third parties independent of, and not connected with or acting in concert with, the Company, its connected persons (as defined under the Listing Rules) and their respective associates (as defined under the Listing Rules) of the Company in which obligation of the Company hereby acknowledges is fulfilled upon receipt by the

Company of a written confirmation from each Placee substantially in the form set out in the Schedule 1 hereto signed by the relevant Placees.

3. CONDITIONS

- (A) The Placing is conditional upon the fulfillment of the following conditions:
- (i) the Listing Committee of the Stock Exchange granting the approval for the listing of, and the permission to deal in, the Placing Shares, and such approval not subsequently being revoked; and
 - (ii) all necessary consents and approvals to be obtained on the part of each of the Placing Agent and the Company in respect of this Agreement and the transactions contemplated hereunder having been obtained.
- (B) The Company shall use its reasonable endeavours to procure the fulfillment of the condition referred to in Clause 3(A)(i). The parties shall use their respective reasonable endeavours to procure the fulfillment of the condition referred to in Clause 3(A)(ii). In the event any of the conditions referred to in Clause 3(A) is not fulfilled on or before the Long Stop Date, all rights, obligations and liabilities of the parties hereto shall cease and terminate and neither of the parties shall have any claim against the other save for any antecedent breach under this Agreement prior to such termination.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- (A) The Company hereby represents, warrants and undertakes to the Placing Agent that:
- (i) the Placing Shares shall be allotted and issued in accordance with the Bye-laws, all applicable laws of Hong Kong and the rules and regulations of the Stock Exchange, and the Placing Shares shall rank *pari passu* in all respects among themselves and with the existing Shares in issue and be free from all liens, charges, encumbrances, claims, options and third-party rights together with all rights attaching thereto as at the Completion Date, including but not limited to the rights to receive all future dividends and other distributions thereafter declared, made or paid;
 - (ii) subject to the fulfillment of the conditions referred to in Clause 3(A), the Company has full power and authority to issue the Placing Shares and has obtained all the relevant approval(s), consent(s) and license(s) required (if any) for the allotment and issue of the Placing Shares;
 - (iii) the Company has the power to enter into this Agreement and this Agreement has been duly authorised and executed by, and constitutes legal, valid and binding obligations of the Company which shall be enforceable against the Company in accordance with its terms and conditions; and

- (iv) the Placing Shares will be allotted and issued pursuant to the General Mandate granted to the directors of the Company on 23 May 2025.
- (B) The Placing Agent hereby represents, warrants and undertakes to the Company that:
- (i) it has power to enter into this Agreement and this Agreement has been duly authorised and executed by, and constitutes legal, valid and binding obligations of the Placing Agent which shall be enforceable against the Placing Agent in accordance with its terms and conditions;
 - (ii) the Placing Agent will procure not less than six (6) Placees to subscribe for the Placing Shares at the Placing Price on and subject to the terms and conditions set out in this Agreement;
 - (iii) in each jurisdiction in which the Placing Agent solicits subscription for the Placing Shares the Placing Agent will do so in accordance with all applicable laws, rules and regulations in force in such jurisdiction. The Placing Shares shall not be offered to or placed in circumstances which would constitute an offer to the public in Hong Kong within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) or in any other place or in any manner in which the securities laws, rules or regulations of any place may be infringed or not complied with;
 - (iv) no action has been or will be taken directly or indirectly in any jurisdiction that would result in a public offering of the Placing Shares and neither it nor persons acting on its behalf will offer or sell any Placing Shares otherwise than in compliance with applicable laws and regulations in each jurisdiction in which any such offer or sale takes place, and without prejudice to the generality of the foregoing, as the Placing Shares have not been and will not be registered under the Securities Act of the United States (the “**Securities Act**”), they may not be offered, sold, transferred and delivered within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, and accordingly the Placing Shares have not been and will not be offered or sold to a buyer in the United States, except to those persons it reasonably believes to be qualified institutional buyers (as defined in Rule 144A under the Securities Act). Neither it nor any person acting on its behalf has engaged or will engage in any directed selling efforts in the United States (as defined in Regulation S under the Securities Act) or any form general solicitation or general advertising (each as used in Rule 5.02(c) of Regulation D under the Securities Act) with respect to the Placing Shares;
 - (v) the Placing Agent will use its best endeavours and make all reasonable enquiries to ensure that the Placees and their respective ultimate beneficial owners (if applicable) will be third parties independent of, and not connected with or acting in concert with, the Company, its connected

persons (as defined under the Listing Rules) and their respective associates (as defined under the Listing Rules);

- (vi) the Placing Agent will use its best endeavours and make all reasonable enquiries to ensure that none of the Placees will, immediately upon the Completion, become a substantial shareholder (as defined under the Listing Rules) of the Company;
- (vii) the Placing Agent shall, as soon as reasonably practicable upon request by the Company and in any event within such time as may be required by the Stock Exchange, the SFC or any other relevant regulatory authority, provide (and procure any sub-placing agent to provide) a list of the Placees and their particulars, and where required, written confirmations in agreed form as to the independence of the Placees, and the Placing Agent warrants that it has obtained all necessary authorisations (including under the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong)) in connection with the collection, use and disclosure of such information;
- (viii) the Placing Agent will ensure the fulfillment and compliance of all applicable rules and regulations of the Stock Exchange and if applicable, the rules and codes of the SFC in relation to its role as placing agent for the Placing, and will issue appropriate written confirmation of such fulfillment and compliance upon request by the Company and/or the relevant authority;
- (ix) if the Placing Agent appoints any sub-placing agent to assist in the placing of the Placing Shares, it shall ensure that such sub-placing agent is duly licensed or authorised under applicable laws and regulations to conduct such activities, and the Placing Agent shall remain fully responsible for the acts and omissions of such sub-placing agent as if they were its own acts and omissions under this Agreement;
- (x) the Placing Agent require and procure that any sub-placing agents or other person through whom it may effect the Placing or offer any Placing Shares shall observe the foregoing provision of this Clause 4(B) as if such sub-placing agent(s) or person is the person making such representation and warranty;
- (xi) no representations, statements or warranties have been or will be made by the Placing Agent, any sub-placing agent or any person acting on its or their behalf to any Placee or potential Placee in connection with the Placing Shares, the Company or any of its subsidiaries, other than those expressly contained in this Agreement or in the form of sub-placing letter set out in Schedule 2; and
- (xii) the Placing Agent represents and warrants that it and any sub-placing agent have conducted and will conduct appropriate customer due diligence on the Placees in accordance with applicable anti-money laundering and counter-terrorist financing laws and regulations, and

shall, upon request by the Company, provide confirmation of such compliance.

- (C) Each party to this Agreement undertakes that, save for the Announcement and any other disclosure as may be required to be made in compliance with the Listing Rules or any other applicable laws, rules and regulations and/or as may be required by the relevant authority, no announcements, press releases or other general public disclosure in relation to the Placing shall be made by any of them without the prior written consent of the other party (such consent shall not be unreasonably withheld or delayed).
- (D) The representations, warranties and undertakings contained in this Clause are deemed to be given as at the date of this Agreement and shall be deemed to be repeated on the Completion Date as if given on such date with reference in each case to the facts and circumstances then subsisting and shall remain in full force and effect notwithstanding Completion. Each party hereto hereby undertakes to notify the other party to this Agreement of any matter or event coming to its attention which may render any of the representations, warranties or undertakings untrue or inaccurate or misleading in any material respect at any time prior to the Completion Date.

5. **COMPLETION**

- (A) Completion of this Agreement shall take place at 2:00 p.m. on the Completion Date at the principal office of the Company in Hong Kong (or such other date, time and/or place as the parties hereto may agree in writing) when all (but, not part only) of the following businesses shall be transacted:

- (i) the Placing Agent shall deliver to the Company an application by each of the Placees in the form set out in the Schedule 1 for such number of Placing Shares to be subscribed by it, and effect payment by way of immediate available funds in Hong Kong dollars for value to the designated bank account(s) (the “**Designated Bank Account(s)**”) specified in writing by the Company of an amount equal to the Subscription Monies;

The Company shall, not later than two (2) Business Days after receipt of the approval for listing of, and permission to deal in, the Placing Shares referred to in Clause 3(A)(i), provide to the Placing Agent in writing the details of the Designated Bank Account(s).

- (ii) the Company shall allot and issue to the Placees such number of the Placing Shares subscribed by them and shall procure that the Placees or their nominees be registered on the branch register of members of the Company in Hong Kong in respect thereof;
- (iii) the Company shall arrange to deliver to the Placing Agent upon Completion the definitive share certificates in the form of jumbo certificate or in such denomination as the Placing Agent may instruct pursuant to Clause 2(E) issued in the names of the Placees or their

nominees in respect of such number of Placing Shares to be subscribed by each of them respectively and in accordance with such instructions referred to above or arrange for the Placing Shares to be deposited into CCASS in accordance with such instructions; and

- (iv) the Company shall, upon receipt of the Subscription Monies in the Designated Bank Account(s), deliver to the Placing Agent a written confirmation duly signed by any Director confirming receipt of such funds.
- (B) The Placing Agent shall not be responsible for the application or use of the Subscription Monies after such funds have been successfully credited to the Designated Bank Account(s) in accordance with the written instructions of the Company.

6. COMMISSIONS AND EXPENSES

- (A) In consideration of the services to be provided by the Placing Agent under this Agreement, subject to the Completion, the Company shall pay to the Placing Agent a fixed fee in Hong Kong dollars equal to one per cent (1%) of an amount calculated as the Placing Price multiplied by 86,666,436 (being the maximum number of Placing Shares contemplated under this Agreement), and the Placing Agent is hereby authorised to deduct such fee from the payment to be made by it to the Company at Completion pursuant to Clause 5(A)(i).
- (B) Subject to Clause 6(C), the Company shall pay all out-of-pocket expenses properly and reasonably incurred by the Placing Agent in connection with the Placing.
- (C) Each of the parties hereto shall be respectively liable for its own legal and other professional fees and expenses in connection with the preparation of this Agreement.

7. TERMINATION

- (A) Notwithstanding anything contained in this Agreement, the Placing Agent may terminate this Agreement without any liability to the Company save for antecedent breach under this Agreement prior to such termination, by notice in writing given to the Company at any time prior to 8:00 a.m. on the Completion Date upon the occurrence of the following events which, in the reasonable opinion of the Placing Agent, has or may have an adverse effect on the business or financial conditions or prospects of the Company or the Group taken as a whole or the success of the Placing or the full placement of all of the Placing Shares or has or may otherwise make it inappropriate, inadvisable or inexpedient to proceed with the Placing on the terms and in the manner contemplated in this Agreement if there develops, occurs or comes into force:
 - (i) the occurrence of any event, development or change (whether or not local, national or international or forming part of a series of events, developments or changes occurring or continuing before, on and/or after

the date of this Agreement) and including an event or change in relation to or a development of an existing state of affairs of a political, military, industrial, financial, economic, fiscal, regulatory or other nature, resulting in a change in, or which may result in a change in, political, economic, fiscal, financial, regulatory or stock market conditions and which in the Placing Agent's reasonable opinion would adversely affect the success of the Placing; or

- (ii) the imposition of any moratorium, suspension (for more than seven (7) trading days) or restriction on trading in the securities generally on the Stock Exchange occurring due to exceptional financial circumstances or otherwise and which in the Placing Agent's reasonable opinion, would adversely affect the success of the Placing; or
 - (iii) any new law or regulation or change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or any other jurisdiction relevant to the Group and if in the Placing Agent's reasonable opinion any such new law or change may adversely affect the business or financial prospects of the Group and/or the success of the Placing; or
 - (iv) any litigation or claim being instigated against any member of the Group, which has or may have an adverse effect on the business or financial position of the Group and which in the Placing Agent's reasonable opinion would adversely affect the success of the Placing; or
 - (v) any material adverse change in the business or in the financial or trading position or prospects of the Group as a whole; or
 - (vi) any breach of any of the representations and warranties set out in Clause 4(A) comes to the knowledge of the Placing Agent or any event occurs or any matter arises on or after the date of this Agreement and prior to the Completion Date which if had occurred or arisen before the date of this Agreement would have rendered any of such representations and warranties untrue or incorrect or there has been a breach by the Company of any other provision of this Agreement; or
 - (vii) there is any material change (whether or not forming part of a series of changes) in market conditions which in the reasonable opinion of the Placing Agent would materially and prejudicially affect the Placing or makes it inadvisable or inexpedient for the Placing to proceed.
- (B) If notice is given pursuant to Clause 7(A), this Agreement shall terminate and be of no further effect and neither party shall be under any liability to the other party in respect of this Agreement save for any antecedent breach under this Agreement prior to such termination.

8. MISCELLANEOUS

- (A) All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding Completion except in respect of those matters which have already been performed.
- (B) This Agreement may be executed in two or more counterparts each of which shall be binding on the parties hereto and shall together constitute one agreement.
- (C) This Agreement shall be binding on and endure for the benefit of the successors of the parties hereto but assignment may only be made after prior written consent of the other party has been given.

9. NOTICE

- (A) All notices delivered hereunder shall be in writing and shall be communicated to the following addresses:

If to the Company, to:

Address : Unit 612, 6/F, Bank of America Tower,
12 Harcourt Road, Central, Hong Kong
Facsimile : (852) 3563 8246
Attention : The Board of Directors / Company Secretary

If to the Placing Agent to:

Address : 9/F, Sang Woo Building, 227-228 Gloucester Road,
Wanchai, Hong Kong
Facsimile : (852) 2950 9999
Attention : Mr. Theo Li

- (B) Any such notice shall take effect in the case of delivery by hand upon delivery; in the case of despatch by local mail 24 hours after posting; and in the case of facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

10. TIME OF ESSENCE

Time shall be of the essence of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- (A) This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.
- (B) The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

- (C) Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right under Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement.

Schedule 1

day of

To: IDT International Limited (the “**Company**”)

We/I refer to the placing agreement dated [*] (the “**Agreement**”) and entered into between the Company and Ruibang Securities Limited. Expressions defined in the Agreement shall have the same meanings when used herein.

We/I hereby apply for [*] new Shares (the “**Placing Shares**”) at the Placing Price subject to the bye-laws of the Company.

We/I confirm that we/I am not connected with any of the directors, chief executives and substantial shareholders of the Company or any of its subsidiaries or any of their respective associates (as defined in the Listing Rules).

We/I confirm that we/I and/or our/my ultimate beneficial owner(s) are acquiring the Placing Shares as principal and beneficial owner for the purpose of investment, and not as an agent.

In addition, we/I undertake to respond promptly, in writing, to questions raised by you concerning ourselves/myself and which relate to the Placing.

We/I set out below our/my details for registration of the Placing Shares:

Name:	[*]
Place of Incorporation:	[*]
Company Number/ID Number:	[*]
Registered/Residential Address:	[*]
Correspondence Address:	[*]
CCASS participant I.D.:	[*]

Yours faithfully,

[*]

Schedule 2

Form of Sub-Placing Letter

STRICTLY PRIVATE & CONFIDENTIAL

[Date]

To : [name of Sub-placing agent]

Attn : [*]

Fax : [*]

Dear Sirs,

Re: IDT INTERNATIONAL LIMITED (the “Company”)

Placing of up to [*] shares of par value of HK\$0.60 each (the “Shares”) in the capital of the Company (the “Placing Shares”) at HK\$[*] per Placing Share (the “Placing”)

Pursuant to a placing agreement dated [*] (the “**Placing Agreement**”), the Company has appointed us (the “**Placing Agent**”) as placing agent to place, on a best effort basis, up to [*] Placing Shares of par value of HK\$0.60 each at the placing price of HK\$[*] per Placing Share (the “**Placing Price**”), payable in full on application together with the SFC transaction levy, Accounting and Financial Reporting Council transaction levy, the Stock Exchange trading fee, the CCASS stock settlement fee, and brokerage payable (if any) thereon, subject to the condition precedent (the “**Condition**”) referred to in the Placing Agreement. We are authorised under the Placing Agreement to appoint one or more sub-placing agents. We have pleasure in offering you a sub-placing participation of [•] Placing Shares (the “**Sub-placing Participation**”) subject to the terms set out below at the Placing Price, plus the other amounts payable thereon under the Placing, for a sub-placing commission of [•] per cent of the Placing Price.

Unless the context requires otherwise, terms defined in the Placing Agreement shall have the same meanings when used in this letter.

1. Conditions of the Placing and the Sub-placing Participation

The offer to you of the Sub-placing Participation is conditional upon the Placing Agreement becoming fully unconditional on or before [*].

The Placing Agreement will lapse if the Condition is not fulfilled (or waived, as applicable) on or before [*] or such later date as may be agreed, in which case our contract with you will also terminate. Subject to fulfillment (or waiver, as applicable) of the Condition and the Placing Agreement not being terminated in accordance with the terms of the Placing Agreement, completion of the Placing will take place on the closing date as stipulated in the Placing Agreement (the “**Closing Date**”).

Under the Placing Agreement, the Placing Agent’s obligations will be subject to the satisfaction (or waiver, as applicable) of the Condition, and the Placing Agent, will be entitled to terminate its obligations under the Placing Agreement in certain

circumstances occurring on the Closing Date. The detailed terms of the circumstances in which the Placing Agent may, so terminate its obligations are set out in Clause 7 (Termination) of the Placing Agreement. It is a term of this sub-placing letter that the question as to whether the right to terminate such obligations is exercised shall be determined at the reasonable discretion of the Placing Agent [or the Company]. If the Placing Agent exercises that right, or if any conditions of the Placing Agreement or this letter are not fulfilled (or waived, as applicable), all Sub-placing Participation, including the right to receive any sub-placing commission, will cease to be of effect and no party shall have any rights or liabilities in respect thereof.

By accepting the Sub-placing Participation, you acknowledge that your obligation to sub-place the Placing Shares hereunder is binding, irrevocable and unconditional except (i) in the event the Placing is terminated by the Placing Agent [or the Company]; or (ii) in the event that the Condition has not been fulfilled or waived in accordance with the terms of the Placing Agreement, whereupon your obligation to sub-place the Placing Shares will cease and any amount paid by you hereunder will be repaid to you without interest.

2. Obligations for placed and unplaced shares

The offer to you of the Sub-placing Participation is conditional upon the Placing Agreement becoming fully unconditional on or before [*].

If by 12:00 midnight on the date of [•], all the Placing Shares have been validly subscribed for in accordance with the terms of the Placing Agreement, your obligations hereunder will cease and we will, subject to your Sub-placing Participation becoming fully unconditional, pay to you the sub-placing commission to which you are entitled as mentioned above.

If, however, by 12:00 midnight on [•], all or any of the Placing Shares have not been validly applied for in accordance with the terms of the Placing Agreement, we may, at our absolute discretion, call upon you to subscribe for such number of Placing Shares as we may specify in writing as being the proportion of the shortfall attributable to your Sub-placing Participation, up to the amount of your Sub-placing Participation.

You agree that, forthwith upon being notified by us, of the number of Placing Shares which you are to take up hereunder, you will pay to us the amount due on application, including brokerage of [•] ([*]) per cent, the SFC transaction levy, Accounting and Financial Reporting Council transaction levy, the Stock Exchange trading fee and the CCASS stock settlement fee for the Placing Shares to be taken up by you less the amount of sub-placing commission payable by us to you as mentioned above. If we have not received payment from you on the business day next following the day we have notified you of the number of Placing Shares which you are to take up, we reserve the right to charge interest on the amount overdue calculated on the basis of two (2) per cent per annum above the best lending rate in Hong Kong dollars quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited, Hong Kong Head Office.

As with each other sub-placing agent, your Sub-placing Participation will be reduced to the extent that valid subscriptions for the Placing Shares are made or procured by you, together with payment in respect thereof to be made in accordance with paragraph 4 below.

Without prejudice to the foregoing provisions, if you default in making payment in respect of all or any part of the Placing Shares which you are called upon to subscribe as aforesaid, we additionally reserve the right to regard the agreement constituted by your acceptance of the offer hereunder as repudiated by your breach of such condition and accordingly we are discharged from all liabilities and obligations under or in respect of such agreement (without prejudice to our right to claim damages for any loss suffered by us). Following such repudiation and discharge we may (without prejudice to our right to claim damages as aforesaid) sell or dispose of or procure the sale or disposal of such Placing Shares on such terms (including price) and in such manner and at such time as we think fit.

3. Information on placees

You will provide to The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and other regulatory authorities with a list of placees for all of the Placing Shares placed by you no later than a date to be notified, together with information as required under, or as we or the Company may require in order to comply with, the Rules Governing the Listing of Securities on The Stock Exchange (the “**Listing Rules**”).

4. Payment and delivery

You will provide to The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and other regulatory authorities with a list of placees for all of the Placing Shares placed by you no later than a date to be notified, together with information as required under, or as we or the Company may require in order to comply with, the Rules Governing the Listing of Securities on The Stock Exchange (the “**Listing Rules**”).

The aggregate net consideration payable by you in respect of your Sub-placing Participation is HK\$[•] which represents the aggregate Placing Price for the Placing Shares taken up by you but net of the [•] % sub-placing commission.

Please arrange payment of the above-mentioned aggregate net consideration by telegraphic transfer in Hong Kong dollars in good funds for value at such time and on such date as we shall notify you one business day before to the following account:

Name of the bank	:	[•]
Account name	:	[•]
Account number	:	[•]
Reference	:	[•]

A copy of the remittance advice should be sent to [•] for the attention of [•](fax no: [*], by no later than such time and on such date as we shall notify you one business day before.

Delivery of the Placing Shares to you will take place on a date to be confirmed. Please therefore provide details of your placees before such time and on such date as we shall notify you one business day before.

5. Representations

By agreeing to accept the Sub-placing Participation, you have represented and acknowledged your agreement that:

- (a) you represent and agree that, you will not offer or sell any of the Placing Shares which allocated by you in any jurisdiction or in any circumstances in which such offer or sale is not authorised or to any person to whom it is unlawful to make such offer, sale or invitation except under circumstances that will result in compliance with any applicable laws and/or regulations.
- (b) you will at all times observe and strictly the selling restrictions as set out in the Placing Agreement;
- (c) you had at all material times and still have full power and authority to enter into this sub-placing agreement and your acceptance of the Sub-placing Participation will not (a) result in breach of any law, rule, regulation, order, judgment, decree, ruling, notice or circular of any court, government or regulatory body to which you are subject; or (b) require the sanction, consent, approval, permission or authorisation of any person (including any government or regulatory body);
- (d) you will comply with the laws, regulations and restrictions which may be applicable in your jurisdiction and you have obtained or will obtain any consent, approval or authorization required for you to perform the Sub-placing Participation and to ensure that no obligations are imposed on the Company or us in any jurisdiction as a result of such action;
- (e) you will acknowledge the confidential nature of the matters to which the Placing relates and, accordingly, you will not disclose the existence or the contents of this letter or any related matter to any third party without our prior written consent;
- (f) you will, and will procure that all the placings done in the Sub-placing Participation will, comply strictly with the terms of this letter and the Placing Agreement; and
- (g) you will supply us or to the Stock Exchange and/or the Securities and Futures Commission directly, immediately upon notification, with such information as may be requested by the Stock Exchange and the Securities and Futures Commission.

In accepting the Sub-placing Participation, we acknowledge and confirm that you have relied on the representations and warranties given by the Company as contained in the Placing Agreement.

6. Miscellaneous

The offer to you of the Sub-placing Participation is made on the further condition that no reallowance in respect of any part of such participation in the Placing may be granted by you to any person on the basis of a sub-placing commission in excess of [•] per cent of the aggregate Placing Price in respect of which the reallowance is made.

This letter of confirmation and all the attachments constitutes the whole agreement between the parties hereto and no variations hereof shall be effective unless made in writing.

Time shall be of the essence in this letter of confirmation.

This letter is governed by, and shall be construed in accordance with, the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

If you wish to accept this offer of the Sub-placing Participation on and subject to the terms and conditions set out above, please reply to this offer by telephone to [•] or [•] as soon as possible and in any event by not later than [•] p.m. on [•] and return to our office at [•] Hong Kong by no later than [12:00] noon on [•] the enclosed copy of this letter duly signed to your acceptance of the above mentioned terms and conditions.

No amendment to the terms and conditions of this letter will be acceptable to us.

Yours faithfully,
For and on behalf of
Ruibang Securities Limited

Title: [*]

Date: [*]

IN WITNESS whereof this Agreement has been executed on the day and year first above written.

THE COMPANY

SIGNED by

for and on behalf of

IDT INTERNATIONAL LIMITED

in the presence of:-

)
)
)
)
)
)
)
)
)

A handwritten signature in black ink, consisting of a large, stylized 'M' or 'W' shape with a small flourish at the end.

THE PLACING AGENT

SIGNED by LI YIM HUNG

for and on behalf of
RUIBANG SECURITIES LIMITED

in the presence of :-

)
)
)
)
)
)
)

For and on behalf of
Ruibang Securities Limited
瑞邦證券有限公司
Authorized Signature(s)

LI YIM HUNG

Ng Wai Ho