

19 December 2025

CHINA CASTSON 81 FINANCE COMPANY LIMITED
(as Company)

and

KINGSTON SECURITIES LIMITED
(as Placing Agent)

PLACING AGREEMENT

relating to the placing of up to
420,843,542 Rights Shares in the share capital of
China Castson 81 Finance Company Limited
to be issued under the Rights Issue on the basis of
five (5) Rights Share for every two (2) Shares held on the Record Date

THIS AGREEMENT is dated 19 December 2025

BETWEEN:

- (1) **CHINA CASTSON 81 FINANCE COMPANY LIMITED**, an exempted company continued into Bermuda with limited liability under the laws of Bermuda and whose registered office at Victoria Place, 5th Floor, 31 Victoria Street, Hamilton HM 10, Bermuda and having its principal place of business in Hong Kong at Flat 18, 9/F., Focal Industrial Centre, Block B, 21 Man Lok street, Hung Hom, Kowloon, Hong Kong, whose shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) (stock code 810) (the “**Company**”); and
- (2) **KINGSTON SECURITIES LIMITED**, a company incorporated in Hong Kong with limited liability and whose registered office is at 72/F., Floor, The Center, 99 Queen’s Road Central, Central, Hong Kong (the “**Placing Agent**”), a licensed corporation for Type 1 (dealing in securities) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) .

WHEREAS:

- (A) The Company is an investment company listed on the Main Board of the Stock Exchange under Chapter 21 of the Rules Governing the Listing of Securities of the Stock Exchange (the “**Listing Rules**”). As at the date hereof, the authorised share capital of the Company is HK\$200,000,000 divided into 20,000,000,000 shares (the “**Share(s)**”) of par value of HK\$0.01 each, of which 203,643,187 Shares have been issued and are fully paid or credited as fully paid.
- (B) As at the date of this Agreement, the Company has no outstanding share options, warrants, convertible bonds or other securities in issue which confer any right to subscribe for, convert or exchange into Shares.
- (C) The Company has determined by resolution of its board of Directors to offer, subject to, among others, the fulfilment of the conditions of the Rights Issue (as defined below) and the Underwriting Agreement (as defined below) (including the granting of the Whitewash Waiver (as defined below) to the Underwriter (as defined below) by the SFC (as defined below)), up to 509,107,967 Rights Shares (as defined below) (assuming no change in the number of the Shares in issued on or before the Record Date) for subscription by the Qualifying Shareholders (as defined below) by way of the Rights Issue on the basis of five (5) Rights Share for every two (2) Shares held on the Record Date at the Subscription Price of HK\$0.102 per Rights Share payable in full on application and otherwise on the terms and subject to the conditions set out in this Agreement and the Prospectus Documents (as defined below).
- (D) Goodchamp Holdings Limited (“**Goodchamp**”), the substantial shareholder of the Company, is interested in 35,305,770 Shares (representing approximately 17.34% of the issued shares of the Company), and its ultimate beneficial owner, Dr. Lam Man Chan, has given an irrevocable undertaking in favour of the Company, that, Goodchamp will, and Dr. Lam Man Chan will procure Goodchamp to, subscribe for 88,264,425 Rights Shares which comprise the full acceptance of Goodchamp’s provisional entitlement in respect of the 35,305,770 Shares held by it.

- (E) Goodchamp, a substantial shareholder of the Company as at the time of conducting the Rights Issue, will act as the Underwriter. Pursuant to Rule 7.21(2) of the Listing Rules, the Company will make the arrangements described in Rule 7.21(1)(b) of the Listing Rules to dispose of the Unsubscribed Rights Shares (as defined below) and ES Unsold Rights Shares (as defined below) (if any) to the Independent Placees for by the Shareholders for the benefit of those Shareholders to whom they were offered by way of the Rights Issue.
- (F) Subject to the terms and conditions set out in this Agreement, the Company agrees to appoint the Placing Agent, and the Placing Agent agrees to act, as the placing agent of the Company to procure, on a best efforts basis, placees to subscribe for the Unsubscribed Rights Shares (as defined below) and ES Unsold Rights Shares (as defined below) (if any) (the “**Placing Shares**”) at the Placing Price.
- (G) Any Unsubscribed Rights Shares (as defined below) and the ES Unsold Rights Shares (as defined below) (if any) which are not placed by the Placing Agent under the compensatory arrangements will be underwritten by Goodchamp up to 381,000,000 Rights Shares.
- (H) The offer of the Rights Shares for subscription as abovementioned will be made by the issue of the Prospectus Documents to the Qualifying Shareholders.
- (I) Application will be made to the Stock Exchange to for the listing of, and permission to deal in, the Rights Shares to be issued under the Rights Issue.

IT IS HEREBY AGREED:

1. INTERPRETATION

- 1.1 In this Agreement, including the recitals and schedule hereto, unless the context otherwise requires:

“**acting in concert**” has the meaning ascribed thereto under the Takeovers Code;

“**Agreement**” this placing agreement as amended and supplemented from time to time;

“**Announcement**” announcement to be made by the Company (including any amendments or supplements thereto) concerning, *inter alia*, the Rights Issue in such form as may be agreed by the Company and the Placing Agent (acting reasonably);

“**associate(s)**” has the meaning ascribed to it under the Listing Rules;

“**Business Day**” a day on which licensed banks in Hong Kong are

	generally open for business, other than a Saturday, a Sunday or a public holiday;
“CCASS”	the Central Clearing and Settlement System established and operated by HKSCC;
“connected person(s)”	has the meaning ascribed to it in the Listing Rules;
“Company’s Warranties”	the representations and warranties given by the Company as set out in Clause 4.1;
“Director(s)”	director(s) of the Company;
“Encumbrance”	any interest or equity of any person (including any right to acquire, option or right of pre-emption), voting arrangement, mortgage, charge, pledge, bill of sale, lien, claims, deposit, hypothecation, assignment or any other encumbrance, priority or security interest or arrangement or interest under any contract or trust or any other third party interest of whatsoever nature over or in the relevant shares, assets or property;
“ES Unsold Rights Share(s)”	the Rights Shares which would otherwise have been provisionally allotted to the Excluded Shareholders in nil-paid form that have not been sold by the Company;
“Excluded Shareholder(s)”	those Shareholder(s) whose name(s) appear(s) on the register of members of the Company on the Record Date and whose registered address(es) on that date is/are in (a) place(s) outside Hong Kong whom the Directors, after making relevant enquiry as required under the Listing Rules, consider their exclusion from the Rights Issue to be necessary or expedient on account of either the legal restrictions under the law of the relevant place or the requirements of the relevant regulatory body or stock exchange in that place;
“General Rules”	the General Rules of CCASS issued by HKSCC from time to time;
“Group”	the Company and its subsidiaries;
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong;
“HKSCC”	Hong Kong Securities Clearing Company Limited;

“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China;
“Independent Shareholder(s)”	any Shareholder(s) other than (i) the Underwriter, Dr. Lam Man Chan and parties acting in concert with either of them; and (ii) those Shareholders who are interested in (other than by being Shareholders) or involved in the Rights Issue and/or the Whitewash Waiver
“Independent Third Party(ies)”	third party(ies) independent of the Company and connected persons of the Company;
“Latest Time for Acceptance”	4:00 p.m. on Wednesday, 4 March 2026 or such later date and/or time as may be determined by the Company, being the latest time for acceptance of, and payment for, the Rights Shares under the Rights Issue as described in the Prospectus;
“Latest Time for Termination”	4:00 p.m. on Tuesday, 17 March 2026 or such later date/time as may be agreed between the Company and the Placing Agent in writing;
“Listing Committee”	has the meaning ascribed to it in the Listing Rules;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Net Gain”	the aggregate of any premiums (being the aggregate amount paid by the Placees after deducting the aggregate amount of the Subscription Price of the Placing Shares placed by the Placing Agent under this Agreement) after deduction of all reasonable expenses incurred by the Company and the Placing Agent;
“No Action Shareholders”	Qualifying Shareholders who do not subscribe for the Rights Shares (whether partially or fully) under the PAL(s) or their renouncees, or such persons who hold any nil-paid rights at the time such nil-paid rights are lapsed;
“PAL(s)”	the renounceable provisional allotment letter(s) to be issued to the Qualifying Shareholders in connection with the Rights Issue;
“Party(ies)”	a named party to this Agreement and its respective successors and permitted assigns;

“Placed Shares”	the number of Placing Shares as notified by the Placing Agent pursuant to Clause 2.6(a);
“Placee(s)”	any person or entity who and whose ultimate beneficial owner(s) shall be Independent Third Party(ies) and be the professional investor with subscription size of at least HK\$500,000, and none of the places shall be party acting in concert with Goodchamp Holdings Limited (being the underwriter of the Rights Issue) and/or Dr. Lam Manchan or other places, and whom the Placing Agent or its agent(s) has procured to subscribe for any of the Placing Shares;
“Placing”	the placing of the Placing Shares by the Placing Agent pursuant to this Agreement;
“Placing Agent Delegates”	has the meaning given to it in Clause 2.3;
“Placing Agent’s Warranties”	the representations and warranties as set out in Clauses 5.1 and 5.2 given by the Placing Agent;
“Placing Completion”	completion of the Placing;
“Placing Completion Date”	has the meaning given it to in Clause 6.1;
“Placing Period”	the period commencing from Tuesday, 10 March 2026 and ending at 4:00 p.m. on Monday, 16 March 2026;
“Placing Price”	not less than HK\$0.102 per Placing Share (being the Subscription Price for the Rights Shares pursuant to the Rights Issue) and the final price shall be determined by the Placing Agent with the agreement of the Company based on the demand for and the market conditions of the Unsubscribed Rights Shares and the ES Unsold Rights Shares during the process of placement;
“Placing Shares”	has the meaning defined in Recital (G);
“Prospectus”	the prospectus to be despatched to the Shareholders containing details of the Rights Issue;
“Prospectus Documents”	the Prospectus and the PAL;
“Public Float Requirement”	the public float requirement under Rules 8.08(1)(a) and 13.32(1) of the Listing Rules;

“Qualifying Shareholders”	the persons whose name appear on the register of members of the Company at the close of business on the Record Date, other than the Excluded Shareholders;
“Record Date”	the date by reference to which entitlements to the Rights Issue are to be determined, details of which will be set out in the Prospectus;
“Registrar”	Union Registrars Limited, being the branch share registrar and transfer office of the Company in Hong Kong;
“Rights Issue”	the proposed offer for subscription by the Qualifying Shareholders for of the Rights Shares on the basis of five (5) Rights Share for every two (2) Shares held on the Record Date at the Subscription Price on the terms and subject to the conditions set out in this Agreement and the Prospectus Documents;
“Rights Share(s)”	up to 509,107,967 Shares (assuming no change in the number of Shares in issued on or before the Record Date) proposed to be allotted and issued under the Rights Issue;
“SFC”	the Securities and Futures Commission of Hong Kong;
“SGM”	the special general meeting of the Company to be convened and held at which resolution will be proposed to consider, and, if thought fit, to approve, among other things, the Rights Issue, the Underwriting Agreement and the transactions contemplated thereunder as well as the Whitewash Waiver
“Share(s)”	ordinary share(s) with a par value of HK\$0.01 each in the share capital of the Company;
“Shareholder(s)”	holder(s) of issued Shares;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subscription Price”	HK\$0.102 per Rights Share;
“subsidiary”	has the meaning ascribed to it under section 15 of the Companies Ordinance (Cap. 622, Laws of Hong Kong);

“Takeovers Code”	the Codes on Takeovers and Mergers and Share buy-backs of the SFC;
“Underwriter”	Goodchamp Holdings Limited, the substantial shareholder of the Company holding approximately 17.34% of the issued shares of the Company, being an underwriter in respect of the Rights Issue
“Underwriting Agreement”	the conditional underwriting agreement dated 19 December 2025 entered into between the Company and the Underwriter of the Rights Issue in relation to the subscription for the Underwritten Shares
“Underwritten Shares”	Up to 381,000,000 Rights Shares to be underwritten by the Underwriter pursuant to the Underwriting Agreement
“Unsubscribed Rights Shares”	such number of Rights Shares not taken up by Qualifying Shareholders in the Rights Issue; and
“Whitewash Wavier”	a waiver to be granted by the Executive pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code to waive the obligation of the Underwriter to make a mandatory general offer to the Shareholders in respect of the Shares not already owned or agreed to be acquired by the Underwriter, Dr. Lam Man Chan and parties acting in concert with either of them as a result of the taking up of the Underwritten Shares by the Underwriter pursuant to the Underwriting Agreement
“%”	per cent.
1.2	In this Agreement, references to “Clauses”, “sub-Clauses” and the “Schedule” are to clauses and sub-clauses of and the schedule to this Agreement.
1.3	In this Agreement, the singular includes the plural, words importing one gender include the other gender and the neuter and references to persons include bodies corporate or unincorporate, in each case vice versa.
1.4	Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
1.5	Any reference to a document being “in the agreed form” means in the form of the document or the draft thereof signed for identification on behalf of each of the Parties with (in the case of a draft) such alterations (if any) as may be agreed between the Parties.

2. **PLACING**

2.1 Subject to the terms and conditions of this Agreement, the Company appoints the Placing Agent, and the Placing Agent agrees to act, as placing agent of the Company to procure, on a best-efforts basis, Placees to subscribe for the Placing Shares during the Placing Period at the Placing Price (together with any brokerage commission, SFC transaction levy, AFRC transaction levy, Stock Exchange trading fee, stamp duty (if any) and any other applicable fees and charges as may be payable by the Placees). If all or any of the Placing Shares are successfully placed, any Net Gain will be distributed to the relevant No Action Shareholders and Excluded Shareholders on a pro-rata basis.

2.2 Any transaction legally and properly carried out by the Placing Agent and/or its Placing Agent Delegates (as defined in Clause 2.3 below) 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. Subject to the terms of this Agreement, the Placing Agent and/or its Placing Agent Delegates shall not be responsible for any loss or damage (except for any loss or damage arising out of any fraud, default or negligence on the part of the Placing Agent and/or its Placing Agent Delegates, or as a result, directly or indirectly, from material and irremediable breach by the Placing Agent or any of the Placing Agent Delegates of its obligations under this Agreement) to the Company arising from any such transaction.

2.3 The Placing Agent may, in its absolute discretion and at its own costs, appoint its delegate(s), affiliate(s) (“**affiliates**” means any of the holding companies of the Placing Agent and the subsidiaries of any of such holding companies) or sub-placing agent(s) (collectively referred to as the “**Placing Agent Delegates**”) to procure subscribers for the Placing Shares with such authorities and rights as the Placing Agent has pursuant to its own appointment under Clause 2.2, provided that the Placing Agent shall remain liable for all acts and omissions of any of such Placing Agent Delegates and shall procure the compliance by all Placing Agent Delegates with all relevant obligations and provisions to which the Placing Agent is subject or by which the Placing Agent is bound pursuant to this Agreement.

2.4 The Company hereby confirms that the foregoing appointment confers on the Placing Agent and/or its Placing Agent Delegates in accordance with the provisions hereof all powers, authorities and discretions on its behalf which are necessary for, or reasonably incidental to, the Placing and hereby agrees to ratify and confirm everything which the Placing Agent and/or its Placing Agent Delegates shall lawfully and reasonably do or have done pursuant to or in anticipation of the terms of this Agreement.

2.5 (a) The Placing Shares shall be offered by the Placing Agent and/or its Placing Agent Delegates as agent for the Company during the Placing Period at the Placing Price in board lots of 6,000 Shares.

(b) The choice of Placees for the Placing Shares shall be determined solely by the Placing Agent and/or its Placing Agent Delegates 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. The Placing Agent and/or its Placing Agent Delegates shall, based on the representations by the Placees, confirm that none of the Placees shall be a party acting in concert (as defined in the Takeovers Code) with any of them or other Placees. The Placing Agent will ensure that each of the Placees and their respective ultimate beneficial owners are Independent Third Parties.

- (c) the Placing Agent undertakes to use its best endeavours to procure that (i) the Placing will not have any implications under the Takeovers Code and no Shareholders will be under any obligation to make a general offer under the Takeovers Code as a result of the Placing; and (ii) the Company will continue to comply with the Public Float Requirement upon completion of the Placing and the Rights Issue.

2.6 The Placing Agent shall, as soon as practicable and in any event before the end of the Placing Period:

- (a) notify the Company of the number of Placing Shares (i.e. the “**Placed Shares**”) required to be issued by the Company and the denomination of each such certificate and in the case of CCASS settlement, details of the Stock Accounts (as defined in the General Rules) for the deposit of the Placed Shares; and
- (b) provide the Stock Exchange and/or the relevant regulatory authorities written confirmations (in such form as the Stock Exchange may require) of the independence of the Placees and particulars of the Placees. The particulars of the Placees to be so provided shall include without limitation the names, addresses, number of Placed Shares and such other information as required by the Stock Exchange and/or the relevant regulatory authority or governmental agency in Hong Kong for delivery to the Stock Exchange and/or the relevant authority or governmental agency in Hong Kong.

2.7 The Placed Shares, when allotted and issued by the Company hereunder, shall be free and clear from all Encumbrances and with all rights attaching thereto as at the Placing Completion Date, including the right to receive all dividends and other distributions which may be declared, made or paid in respect of the Placed Shares, the record date of which shall fall on or after the Placing Completion Date.

2.8 The Company agrees that the Placing Agent shall not be responsible for any losses or damages (except for losses or damages resulted from the negligence, default or fraud of the Placing Agent or any of its Placing Agent Delegates involved in the Placing or as a result, directly or indirectly, from non-compliance by the Placing Agent or any of its Placing Agent Delegates with its obligations under this Agreement as finally adjudged by a competent court of Hong Kong) suffered by or caused to the Company or any of its subsidiaries directly or indirectly arising from or in connection with any transaction or matter pursuant to or relating to this Agreement or the performing of the terms or its obligations hereunder.

3. CONDITIONS PRECEDENT

3.1 Placing Completion is conditional upon:

- (a) the passing of the Independent Shareholders at the SGM of (a) ordinary resolutions to approve the Underwriting Agreement, the Rights Issue and the respective transactions contemplated thereunder (more than 50% of the Independent Shareholders either in person or by proxy at the SGM by way of poll); and (b) special resolutions to approve the Whitewash Waiver (at least 75% of the Independent Shareholders either in person or by proxy at the SGM by way of poll) in accordance with the Listing Rules and the Takeovers Code by no later than the prospectus posting date;
- (b) the Executive granting the Whitewash Waiver to the Underwriter and the satisfaction of any condition attached to the Whitewash Waiver granted;
- (c) the Underwriting Agreement having been entered into by the parties thereto and having become unconditional and not terminated pursuant to the terms of the Underwriting Agreement;
- (d) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the Rights Shares in their nil-paid and fully paid forms (subject to customary conditions) and such approval not having been withdrawn or revoked;
- (e) all necessary consents and approvals to be obtained on the part of the Placing Agent and the Company in respect of this Agreement and the transactions contemplated hereunder having been obtained;
- (f) none of the representations, warranties or undertakings contained in this Agreement being or having become untrue, inaccurate or misleading in any material respect at any time before the Placing Completion, and no fact or circumstance having arisen and nothing having been done or omitted to be done which would render any of such undertakings, representations or warranties untrue or inaccurate in any material respect as if it were repeated as at the time of the Placing Completion; and
- (g) this Agreement not having been terminated in accordance with the provisions thereof.

3.2 None of the above conditions is capable of being waived. The Company shall use its reasonable endeavours to procure fulfilment of the conditions as set out in Clause 3.1(a) above and for such purpose, the Company shall furnish such information, supply such documents, pay such fee, give such undertakings, and do all such acts and things as may reasonably be required in connection with the fulfilment of such conditions.

3.3 If the conditions set out in Clause 3.1 above have not been fulfilled on or before the Latest Time for Termination, all rights, obligations and liabilities of the Parties hereunder in relation to the Placing shall cease and determine and neither of the Parties shall have any claim against the other in respect of the Placing save for any antecedent breach and/or any rights or obligations which may accrue under this

Agreement prior to such termination.

- 3.4 The Placing Agent undertakes to use its best endeavours to assist the Company in procuring that the conditions of the Placing are fulfilled on or before the Latest Time For Termination, including but not limited to the delivery by the Placing Agent of the documents set out under Clause 2.6.
- 3.5 For the avoidance of doubt, if all the Rights Shares are already fully taken up in the Rights Issue, the Placing will not proceed.

4. COMPANY'S WARRANTIES

- 4.1 The Company hereby unconditionally and irrevocably represents and warrants to the Placing Agent that:
 - (a) the Company is validly existing under the laws of Bermuda with power to conduct its business in the manner presently conducted and the information contained in the recitals to this Agreement is true and accurate;
 - (b) the Placed Shares shall be allotted and issued in accordance with the constitutional documents of the Company and shall rank *pari passu* in all respects inter se and with all other Shares then in issue;
 - (c) subject to fulfilment of the conditions as set out in Clause 3.1, the Company has all powers and authorities to enter into this Agreement and this Agreement has been duly authorised and executed by, and constitutes legally binding obligations of the Company;
 - (d) the Placed Shares shall, on allotment and issue, be free from all Encumbrances together with all rights attaching thereto as at the date of this Agreement including the right to receive all dividends and other distributions which may be declared, made or paid in respect of the Shares, the record date for which shall fall on or after the Placing Completion Date; and
 - (e) the information in the Announcement is true and accurate in all material respect, and the Company (i) accepts full responsibilities for the accuracy of all information and facts provided to the Placing Agent in relation to the Placing; (ii) warrants that no other information or facts will be withheld, the omission of which will make the information or facts provided to the Placing Agent incorrect or misleading in a material respect; and (iii) will notify the Placing Agent as soon as practicable should such omission or inaccuracy come to the attention of the directors of the Company.
- 4.2 The Company agrees and acknowledges that the Placing Agent is entering into this Agreement in reliance on the Company's Warranties.
- 4.3 All Company's Warranties are deemed to be made by the Company on the date of this Agreement and on the Placing Completion Date.
- 4.4 None of the Company's Warranties shall be limited or restricted by reference to or

inference from the terms of any other Company's Warranties or any other term of this Agreement.

5. PLACING AGENT'S WARRANTIES

5.1 The Placing Agent undertakes to the Company that:

- (a) the Placing will be a private placement of securities and not an offer to the public within the meaning of the laws of Hong Kong and will be effected by telephone conversations leading to concluded contracts without the despatch of documents until after legally binding commitments to subscribe for Placing Shares have been obtained from each Placee;
- (b) the Placing Agent will ensure that the terms and conditions on which each Placee will subscribe for the Placing Shares, and the number of such Placing Shares to be subscribed, are covered in precise terms and agreed with each Placee as set out in the placing letter and will not make any representation in connection with the Placing Shares other than contained in this Agreement, the Prospectus or previously approved by the Company;
- (c) the Placing Agent has not offered or sold and it shall not, directly or indirectly, offer or sell any Placing Shares or distribute or publish any documents in relation to the Placing in any country or in any jurisdiction other than Hong Kong except under circumstances that shall result in compliance with any applicable laws and all offers and sales of Placing Shares shall be made on such terms; and
- (d) it shall at all times comply with all rules, regulations and guidelines applicable to the Placing of the Stock Exchange and codes of the SFC in relation to its role as placing agent for the Placing, and, if required, will issue appropriate written confirmation of such fulfillment and compliance.

5.2 The Placing Agent represents and warrants to the Company that:

- (a) it has full power to enter into this Agreement and to perform its obligations under this Agreement;
- (b) all corporate and other actions required to authorise its execution of this Agreement and performance of its obligation under this Agreement have been duly taken; and
- (c) this Agreement is a legal, valid and binding agreement on the Placing Agent and enforceable in accordance with the terms hereof.

5.3 The Placing Agent agrees and acknowledges that the Company is entering into this Agreement in reliance on the Placing Agent's Warranties.

5.4 The Placing Agent's Warranties are deemed to be made by the Placing Agent on the date of this Agreement and on the Placing Completion Date.

5.5 None of the Placing Agent's Warranties shall be limited or restricted by reference to or inference from the terms of any other Placing Agent's Warranties or any other term of this Agreement.

6. PLACING COMPLETION

6.1 Subject to the fulfilment of the conditions of the Placing set out in Clause 3.1 above, Placing Completion shall take place on the fourth Business Day immediately after the fulfilment or waiver (as the case may be) of all the conditions set out in Clause 3.1 (the "**Placing Completion Date**") upon which:

- (a) the Placing Agent shall pay to the Company the aggregate Placing Price of the Placed Shares in respect of which the Placing Agent has successfully procured Placees (less the amounts referred to in Clause 7 which the Placing Agent shall be entitled to deduct and pay), the payment of which shall constitute a complete discharge of the obligations of the Placing Agent hereunder and such payment shall be made by way of cashier order or by telegraphic transfer to a bank account designated by the Company in Hong Kong or other settlement method allowed by the Company;
- (b) the Company shall allot and issue the Placed Shares in accordance with the details delivered by the Placing Agent under Clause 2.6(a) and shall register without registration fee all such allottees as members and deliver or cause to be delivered to the Placing Agent the following documents:
 - (i) definitive documents of title in respect of the Placed Shares in favour of the persons so registered and in accordance with their respective entitlements hereto in board lots or as they may request or deposit the same in CCASS in accordance with the instructions of the Placing Agent under Clause 2.6(a); and
 - (ii) a copy of the resolution by the board of directors of the Company (the "**Board**") or the committee or person authorised by the Board authorising the allotment and issue of the Placed Shares, and a copy of each of the irrevocable instruction letters, placing forms and other documents issued by the Company to the Registrar required for the deposit by the Placing Agent of the Placed Shares in CCASS; and deliver to the Placing Agent a copy of its written instruction to the Registrar to update the register of members of the Company to reflect the issue of the Placed Shares.

7. COMMISSIONS AND EXPENSES

7.1 Subject to the Placing Completion taking place, the Company shall also pay a placing commission in Hong Kong dollars, of 2.5% of the amount (the "**Placing Commission**") which is equal to the placing price multiplied by the number of the Unsubscribed Rights Shares and the ES Unsold Rights Shares that have been successfully placed by the Placing Agent pursuant to the terms of this Agreement. The Placing Agent is hereby authorised to deduct the Placing Commission from the

payment to be made by it to the Company at Placing Completion pursuant to Clause 6.1(a).

- 7.2 The Company shall be liable for the costs and expenses of the Placing Agent (including without limitation, legal and other professional advisers' fees and disbursements, and out-of-pocket expenses reasonably incurred in connection with the Placing and their associated transactions) which shall be subject to the prior written approval from the Company. The Placing Agent is hereby authorized to deduct such costs and expenses of the Placing Agent from the payment to be made by it to the Company at Placing Completion pursuant to Clause 6.1(a).
- 7.3 The Company will be responsible for all costs and expenses in connection with the allotment and issue of all the Placing Shares to be allotted and issued under this Agreement and registration of the Placees (including capital duty (if any), SFC transaction levy, Stock Exchange trading fees and the fee of the Company's registrars).
- 7.4 The Company shall pay the financial advisory fees of HK\$400,000 in respect of the Rights Issue (the “**FA Fee**”) pursuant to the terms and conditions of the financial advisory mandate entered into between the Company and Kingston Corporate Finance Limited dated 26 November 2025 (the “**FA Mandate**”), which the Placing Agent is hereby authorised to deduct the FA Fee from the payment to be made by it to the Company at Placing Completion pursuant to Clause 6.1(a) if any FA Fee has become payable under the FA Mandate but remains unpaid at Placing Completion, provided that such unpaid FA Fee (to the extent of deduction made per this Clause 7.4) shall be deemed fully settled and that the Placing Agent shall deliver to the Company a receipt of such FA Fee issued by Kingston Corporate Finance Limited upon such deduction at Placing Completion. For the avoidance of doubt, the amount deducted per this Clause 7.4 shall be transferred by the Placing Agent on behalf of the Company to Kingston Corporate Finance Limited.

8. TERMINATION

- 8.1 Notwithstanding anything contained in this Agreement, the Placing Agent may terminate this Agreement without any liability to the Company, by notice in writing given to the Company at any time prior to the Latest Time for Termination upon the occurrence of the following events which, in the reasonable opinion of the Placing Agent, has or may have a material adverse effect on the business or financial conditions or prospects of the Company or the Group taken as a whole or would materially prejudice the success of the Placing or full placement of all of the Placing Shares or 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:
 - (a) 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 hereof) 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 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 affect the success of the Placing; or

- (b) the imposition of any moratorium, suspension (for more than 7 trading days) or restriction on trading in securities generally on the Stock Exchange occurring due to exceptional financial circumstances or otherwise and which in the Placing Agent's reasonable opinion, would affect the success of the Placing; or
- (c) 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 affect the business or financial prospects of the Group and/or the success of the Placing; or
- (d) any litigation or claim being instigated against any member of the Group or its senior management, which has or may affect the business or financial position of the Group and which in the Placing Agent's reasonable opinion would affect the success of the Placing; or
- (e) any breach of any of the representations and warranties set out in Clause 4.1 comes to the knowledge of the Placing Agent or any event occurs or any matter arises on or after the date hereof and prior to the Placing Completion Date which if it had occurred or arisen before the date hereof would have rendered any of such representations and warranties untrue or incorrect in a material respect or there has been a material breach by the Company of any other provision of this Agreement; or
- (f) there is any material change (whether or not forming part of a series of changes) in market conditions which in the absolute opinion of the Placing Agent would materially and prejudicially affect the Placing or makes it inadvisable or inexpedient for the Placing to proceed.

8.2 Upon the giving of notice pursuant to Clause 8.1, all respective obligations of either party under this Agreement shall cease and determine and neither party shall have any claim against the other party in respect of any matter arising out of or in connection with this Agreement except for:

- (a) any antecedent breach of any obligation under this Agreement; and
- (b) liabilities under Clauses 4 and 7.

9. INDEMNIFICATION AND NO CLAIM

9.1 The Company undertakes to indemnify the Placing Agent and the Placing Agent Delegates and each of their respective directors and employees who shall have been involved in the Placing (the "**Indemnified Parties**") against all or any claims, actions, liabilities, demands, proceedings or judgments (the "**Proceedings**") brought or established against any of the Indemnified Parties by any subscriber or purchaser of

any of the Placed Shares or by the Stock Exchange, any governmental agency, regulatory body or other person, directly or indirectly arising out of the lawful performance of any of the provisions of this Agreement and against all losses and all reasonable costs, charges and expenses (including legal fees as they are reasonably incurred) which any of the Indemnified Parties may suffer or incur as a result therefrom (except for any loss, costs, charge or expense suffered or incurred directly or indirectly as a result of or in connection with any fraud, wilful default or negligence on the part of the Indemnified Parties), including, but not limited to, all such losses, reasonable costs charge or expenses suffered or incurred in disputing or defending any proceedings and/or in establishing its right to be indemnified pursuant to this Clause and/or in seeking advice in relation to any Proceedings, provided that the aforesaid indemnity shall not be provided to the Indemnified Parties against any loss, damages, cost, charge or expense arising directly or indirectly out of any fraud, wilful default or gross negligence on the part of the Indemnified Parties or directly or indirectly as a result of any non-compliance by the Indemnified Parties with their obligations under this Agreement.

- 9.2 No claim shall be made against the Placing Agent or any other Indemnified Parties to recover any damage, cost, charge or expense which the Company or any of its subsidiaries may suffer or incur by reason of or arising from the carrying out by any of the Indemnified Parties of any act or omission in connection with the Placing except for any loss or damage arising directly or indirectly out of any fraud, wilful default or gross negligence on the part of the Placing Agent or any of the Placing Agent Delegates, or any non-compliance by the Placing Agent or any of the Placing Agent Delegates with its obligations under this Agreement.
- 9.3 Without prejudice to Clause 9.1, the Company shall indemnify and keep effectively indemnified the Placing Agent from and against all losses and damages which it may suffer, sustain or reasonably incur in connection with any of the Company's Warranties not being correct, complied with, fulfilled or performed in accordance with their terms.

10. ANNOUNCEMENT AND PROSPECTUS

- 10.1 Subject to the approval by the Stock Exchange, the Company shall arrange for the Announcement to be published on the websites of the Company and the Stock Exchange, respectively, as soon as reasonably practicable following the signing of this Agreement.
- 10.2 The Company shall use its reasonable endeavours to procure the despatch of the Prospectus Documents to the Qualifying Shareholders and for information only, the Prospectus to the Excluded Shareholders at such time as stipulated in the Announcement. The Company shall deliver to the Placing Agent a certified copy of the resolutions of the board of Directors approving the Prospectus Documents and authorising the despatch thereof as soon as reasonably practicable and in any event within two (2) Business Days from the relevant date of despatch of such documents.
- 10.3 Other than the Announcement and the Prospectus Documents and save as expressly required hereunder or as otherwise required by the Stock Exchange or the SFC or agreed between the Parties, no public announcement or communication to

Shareholders or to the Stock Exchange or to the SFC concerning the Company and/or its subsidiaries in relation to the Rights Issue shall be made or despatched by the Company or the Placing Agent between the date hereof and the Placing Completion Date.

11. MISCELLANEOUS

- 11.1 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the subject-matter of this Agreement and supersedes all previous proposals, representations, warranties, agreements or undertakings relating thereto whether oral, written or otherwise and neither Party has relied on any such proposals, representations, warranties, agreements or undertakings.
- 11.2 This Agreement may be executed in any number of counterparts and on separate counterparts, each of which shall be binding on the Parties who shall have executed it but which shall together constitute but one agreement.
- 11.3 Any date or period mentioned in any Clause may be extended by mutual agreement between the Parties, but, as regards any date or period originally fixed or any date or period so extended as aforesaid, time shall be of the essence.
- 11.4 No time or indulgence given by any Party to the other shall be deemed or in any way be construed as a waiver of any of its rights and remedies hereunder.
- 11.5 If at any time any one or more of the provisions hereof is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions hereof shall not thereby in any way be affected or impaired.
- 11.6 The Parties hereto shall execute all such documents and do all such acts and things as shall be required by the Stock Exchange or are reasonably necessary or desirable to effect or give all Parties the full benefit of this Agreement.
- 11.7 Any variation to this Agreement shall be binding only if it is recorded in a document signed by all Parties.
- 11.8 Any right or remedy conferred by this Agreement on any Party for breach of this Agreement by the other Party (including but without limitation the breach of any representations and warranties) shall be in addition and without prejudice to all other rights and remedies available to it in respect of that breach.
- 11.9 This Agreement shall be binding on and ensure to the benefit of each Party's respective successors and permitted assigns. The Placing Agent may assign to any person or persons the benefit of the representations, warranties and undertakings contained herein (in whole or in part). The Company shall not assign any of its rights under this Agreement (all of which shall be incapable of assignment) or purport to do so.

12. NOTICES

12.1 Any notice, claim, demand, court process, document or other communication to be given under this Agreement (collectively "**communication**" in this Clause 12) shall be in writing in the English language and may be served or given personally or sent to the address or facsimile numbers (if any) stated after the relevant Party's name at the beginning of this Agreement or, where relevant, to the registered office for the time being of the Party to be served, or to such other address (which must be in Hong Kong) as may have been last notified in writing by such Party to the Party serving the communication specifically referring to this Agreement. All communications shall be served by the following means and the addressee of a communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch.

12.2 Any notice delivered personally shall be deemed to be received when delivered and any notice sent by pre-paid registered post shall be deemed (in the absence of evidence of earlier receipt) to be received 2 days after posting and in proving the time of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice sent by facsimile shall be deemed to have been received upon 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 and provided that a hard copy of the notice so served by facsimile was posted or delivered by hand on the same day as the notice was served by facsimile or on the immediately subsequent day. Any notice received or deemed to be received on a Saturday, Sunday or public holiday in Hong Kong shall be deemed to have been received on the next Business Day.

12.3 The respective addresses and fax nos. of the Company and the Placing Agent are as follows:-

The Company

Address : Flat 18, 9/F., Focal Industrial Centre, Block B, 21 Man Lok street, Hung Hom, Kowloon, Hong Kong
Facsimile no. : (852) 3102 2970
Attention : The Board of Directors

Placing Agent

Address : 72/F., Floor, The Center, 99 Queen's Road Central, Central, Hong Kong
Facsimile no. : (852) 2850 8511
Attention : Mr. James Lee

12.4 Nothing in this Clause 12 shall preclude the service of communication or the proof of such service by any mode permitted by law.

13. GOVERNING LAW AND JURISDICTION

- 13.1 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the Parties irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in connection herewith.
- 13.2 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) by a person who is not a party to this Agreement.

IN WITNESS whereof the Parties or their duly authorised representatives have executed this Agreement on the date first before appearing.

THE COMPANY

SIGNED by *LEE KWOK WEUNG*
for and on behalf of
**CHINA CASTSON 81 FINANCE
COMPANY LIMITED**
in the presence of: *CHENG SIK FUU*



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*For and on behalf of
China Castson 81 Finance Company Limited
中國鑄星 81 金融有限公司*
.....
Authorized Signature(s)

THE PLACING AGENT

SIGNED by
for and on behalf of
KINGSTON SECURITIES LIMITED
in the presence of:



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