

THIS SUPPLEMENTAL AGREEMENT (the “**Agreement**”) is made on the 25th day of July 2023

BETWEEN:

- (1) **CLASSIFIED GROUP (HOLDINGS) LIMITED**, a company incorporated in Cayman Islands with limited liability and having its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and having its principal place of business in Hong Kong at 2/F, Cheung Tak Industrial Building, 30 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong (the “**Company**”); and
- (2) **ARISTO SECURITIES LIMITED**, a company incorporated in Hong Kong with limited liability with Company No. 2029685 and having its registered office situate at Room 101, 1st Floor, On Hong Commercial Building, 145 Hennessy Road, Wanchai, Hong Kong (the “**Placing Agent**”).

The Company and the Placing Agent shall hereinafter be collectively referred to as the “**Parties**” and each individually as a “**Party**”.

WHEREAS:

- (A) The Parties entered into a placing agreement dated 6 July 2023 (the “**Placing Agreement**”).
- (B) The Parties have agreed to amend and vary certain terms of the Placing Agreement by way of this Agreement.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Agreement, all words and expressions defined in the Placing Agreement shall have the same meanings in this Agreement except to the extent that they are expressly amended by this Agreement.

2. AMENDMENTS TO THE PLACING AGREEMENT

2.1. The Placing Agreement shall be amended with effect on and from the date of this Agreement as set out in this Clause 2.

2.2. The definition of “Latest Time for Termination” under Clause 1.1 of the Placing Agreement shall be amended as follows:

“4:00 p.m. on Thursday, 12 October 2023 or such other date as may be agreed in writing between the Placing Agent and the Company”.

2.3. The definition of “Placing Period” under Clause 1.1 of the Placing Agreement shall be amended as follows:

“the period from Tuesday, 10 October 2023 up to 4:00 p.m. on Thursday, 12 October 2023, or such other dates as the Company may announce, being the period during which the Placing Agent will seek to effect the Compensatory Arrangements”.

2.4. The definition of “Record Date” under Clause 1.1 of the Placing Agreement shall be amended as follows:

“18 September 2023, or on such other date as the Company may determine, being the date of reference to which the Shareholders’ entitlements to the Rights Issue are to be determined”.

3. CONTINUITY

3.1. The Parties agree that save and except expressly amended and varied by the provisions of this Agreement, all of the terms and conditions of the Placing Agreement shall remain in full force and effect in all respects to the extent that they are not inconsistent with the provisions herein contained.

3.2. The Parties further agreed that, without limiting the generality of the provisions of Clause 2 of this Agreement, with effect from the date of this Agreement, this Agreement shall be construed as forming part of the Placing Agreement and this Agreement when read with the Placing Agreement shall be construed as one and the same instrument, with full effect given to the amendments contemplated under this Agreement.

4. COUNTERPARTS

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

5. GOVERNING LAW

5.1. This Agreement shall be governed by and construed in accordance with Hong Kong law.

5.2. The courts of Hong Kong shall have jurisdiction to resolve any disputes which may arise out of or in connection with this Agreement and accordingly any legal action or proceedings arising out of or in connection with this Agreement shall be brought in the courts of Hong Kong.

6. RIGHTS OF THIRD PARTIES

A person who is not a Party has no right under the 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. Notwithstanding any term of this Agreement, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

IN WITNESS HEREOF this Agreement has been entered into the day and year first before written.

EXECUTION PAGE

THE COMPANY

SIGNED by)
Wong Arnold Chi Chiu)
For and on behalf of)
CLASSIFIED GROUP (HOLDINGS))
LIMITED)
In the presence of:)



THE PLACING AGENT

SIGNED by)
)
For and on behalf of)
ARISTO SECURITIES LIMITED)
In the presence of:)

IN WITNESS HEREOF this Agreement has been entered into the day and year first before written.

EXECUTION PAGE

THE COMPANY

SIGNED by)
)
For and on behalf of)
CLASSIFIED GROUP (HOLDINGS))
LIMITED)
In the presence of:)

THE PLACING AGENT

SIGNED by NG TZE CHUNG)
)
For and on behalf of)
ARISTO SECURITIES LIMITED)
In the presence of: YUEN HANG KA)

For and on behalf of
ARISTO SECURITIES LIMITED
雅利多證券有限公司

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Authorized Signature(s)