

**THIS SUPPLEMENTAL AGREEMENT** (the “**Agreement**”) is made on the 25<sup>th</sup> 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**”);
- (2) **WILTSHIRE GLOBAL LIMITED**, a company incorporated under the laws of the British Virgin Islands and having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (the “**Underwriter 1**”);
- (3) **PEYTON GLOBAL LIMITED**, a company incorporated under the laws of the British Virgin Islands and having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (the “**Underwriter 2**”);
- (4) **WONG ARNOLD CHI CHIU**, an individual holding Hong Kong Identity Card number K544308(3) (“**Mr. Wong**”); and
- (5) **PONG KIN YEE**, an individual holding Hong Kong Identity Card number K725585(3) (“**Mr. Pong**”).

The Company, the Underwriter 1, the Underwriter 2, Mr. Wong and Mr. Pong shall hereinafter be collectively referred to as the “**Parties**” and each individually as a “**Party**”.

**WHEREAS:**

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

**IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

In this Agreement, all words and expressions defined in the Underwriting 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 UNDERWRITING AGREEMENT**

- 2.1. The Underwriting 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 Placing Time” under Clause 1.1 of the Underwriting Agreement shall be amended as follows:

“4:00 p.m. on Thursday, 12 October 2023 or such later date and time as the Company may announce, being the latest date and time for the Placing Agent to effect the Compensatory Arrangements”.

- 2.3. The definition of “Latest Time for Acceptance” under Clause 1.1 of the Underwriting Agreement shall be amended as follows:

“4:00 p.m. on Wednesday, 4 October 2023 or such other time as may be agreed between the Company and the Underwriters”.

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

“4:00 p.m. on Friday, 13 October 2023, or such other time as may be agreed between the Company and the Underwriters in writing”.

- 2.5. The definition of “Placing Agreement” under Clause 1.1 of the Underwriting Agreement shall be amended as follows:

“the placing agreement dated 6 July 2023 and entered into between the Company and the Placing Agent in relation to the Placing on a best effort basis (as supplemented by the supplemental agreement dated 25 July 2023 and entered into between the Company and the Placing Agent)”.

- 2.6. The definition of “Prospectus Posting Date” under Clause 1.1 of the Underwriting Agreement shall be amended as follows:

“Tuesday, 19 September 2023 or such other date as the Underwriters may agree in writing with the Company”.

- 2.7. The definition of “Record Date” under Clause 1.1 of the Underwriting Agreement shall be amended as follows:

“Monday, 18 September 2023, or such other date as may be agreed between the Company and the Underwriters for determining entitlement to the Rights Issue”.

### **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 Underwriting 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 Underwriting Agreement and this Agreement when read with the Underwriting 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.

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

**EXECUTION PAGE**

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



**SIGNED** by )  
Wong Arnold Chi Chiu )  
For and on behalf of )  
**WILTSHIRE GLOBAL LIMITED** )  
In the presence of: )



**SIGNED** by )  
Pong Kin Yee )  
For and on behalf of )  
**PEYTON GLOBAL LIMITED** )  
In the presence of: )

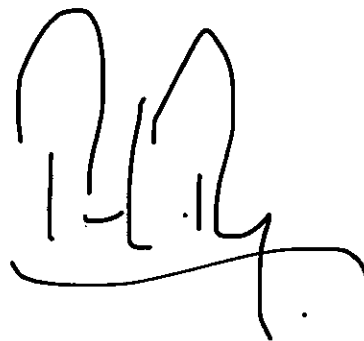
**IN WITNESS HEREOF** this Agreement has been entered into the day and year first before written.

**EXECUTION PAGE**

**SIGNED** by )  
Wong Arnold Chi Chiu )  
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**CLASSIFIED GROUP (HOLDINGS)** )  
**LIMITED** )  
In the presence of: )

**SIGNED** by )  
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For and on behalf of )  
**WILTSHIRE GLOBAL LIMITED** )  
In the presence of: )

**SIGNED** by )  
Pong Kin Yee )  
For and on behalf of )  
**PEYTON GLOBAL LIMITED** )  
In the presence of: )

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**SIGNED** by )

**WONG ARNOLD CHI CHIU** )

In the presence of: )



**SIGNED** by )

**PONG KIN YEE** )

In the presence of: )

**SIGNED** by )

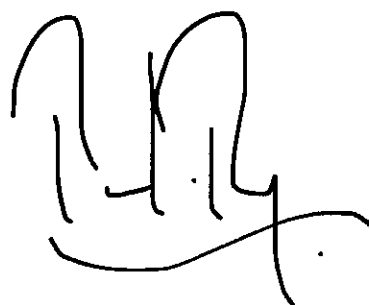
**WONG ARNOLD CHI CHIU** )

In the presence of: )

**SIGNED** by )

**PONG KIN YEE** )

In the presence of: )

A handwritten signature in black ink, appearing to read 'P. K. YEE', with a stylized flourish at the end.