

**DATE: 16 December 2021**

**VERTICAL INTERNATIONAL HOLDINGS LIMITED**

**AND**

**KINGSWAY FINANCIAL SERVICES GROUP LIMITED**

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**SUPPLEMENTAL AGREEMENT TO THE  
UNDERWRITING AGREEMENT**

relating to  
a rights issue of 96,000,000 shares of HK\$0.05 each  
at HK\$0.21 per rights share

of

**VERTICAL INTERNATIONAL HOLDINGS LIMITED**

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**THIS SUPPLEMENTAL AGREEMENT** is made on 16 December 2021

**BETWEEN:**

- (1) **VERTICAL INTERNATIONAL HOLDINGS LIMITED**, a company incorporated in the 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 its principal place of business in Hong Kong at Unit 2212, 22/F, Global Gateway Tower, 63 Wing Hong Street, Cheung Sha Wan, Hong Kong (the "**Company**"); and
- (2) **KINGSWAY FINANCIAL SERVICES GROUP LIMITED** a company incorporated in Hong Kong with limited liability and having its registered office and principal place of business at 7/F, Tower 1, Lippo Centre, 89 Queensway, Hong Kong and a corporation licensed to carry on type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities) and type 9 (asset management) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the "**Underwriter**");

(each a **Party** and together the **Parties**).

**WHEREAS**

- (A) The Parties entered into an Underwriting Agreement relating to a rights issue of 96,000,000 shares of HK\$0.05 each at HK\$0.21 per rights share of the Company on 26 November 2021 (the "**Original Agreement**").
- (B) Under Clause 1 of the Original Agreement, the **Latest Time for Acceptance** (as defined in the Original Agreement) was agreed to be 4:00 p.m. on Friday, 28 January 2022; the **Latest Time for Termination** (as defined in the Original Agreement) was agreed to be 4:00 p.m. on Monday, 31 January 2022; the **Prospectus Posting Date** (as defined in the Original Agreement) was agreed to be Friday, 14 January 2022; and the **Record Date** (as defined in the Original Agreement) was agreed to be Thursday, 13 January 2022.
- (C) Under Clause 7.4 of the Original Agreement, the Underwriter shall not later than 4:00 p.m. on 11 February 2022, pay or procure payment to the Company (or as it may direct) by way of banker's draft or cashier's order drawn on a bank in Hong Kong of the aggregate Subscription Price in respect of the Underwritten Shares for which it is obliged to subscribe or procure subscription in accordance with this Clause, after deduction of the fees, costs, charges and expenses payable by the Company pursuant to Clause 9.5 of the Original Agreement.

- (D) As additional time is required for the Company to prepare and finalise the information to be contained in the circular, the Parties intend to amend the Original Agreement by entering into this Supplemental Agreement.

**NOW IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

1.1 **Terms Defined**

In this Supplemental Agreement, unless the context requires otherwise, terms defined in the Original Agreement and not otherwise defined herein, shall have the same meanings in this Supplemental Agreement. The principles of interpretation in Clause 1 of the Original Agreement shall also apply to this Supplemental Agreement.

1.2 **Immediate Effect**

The amendments provided for in this Supplemental Agreement shall, save where expressly provided to the contrary, take effect forthwith upon execution of this Supplemental Agreement by the Parties.

1.3 **Headings**

Headings in this Supplemental Agreement are for ease of reference only and shall not affect the interpretation or construction of this Supplemental Agreement.

2. **AMENDMENTS TO THE ORIGINAL AGREEMENT**

- 2.1 The definition of the following terms in Clause 1 of the Original Agreement shall be deleted in its entirety and replaced with the following wording:

“**Latest Time for Acceptance**” 4:00 p.m. on Thursday, 10 February 2022 or other time or date as may be agreed in writing between the Company and the Underwriter, being the latest time for acceptance of, and payment for, the Rights Shares and application and payment for excess Rights Shares

“**Latest Time for Termination**” 4:00 p.m. on Friday, 11 February 2022 or such other time or date as may be agreed between the Company and the Underwriter in writing, being the first business day after the Latest Time for Acceptance

**“Prospectus Posting Date”** Monday, 24 January 2022 or such other date as may be agreed in writing between the Underwriter and the Company, being the date of despatch of the Prospectus Documents to the Qualifying Shareholders and the Prospectus for information only to the Excluded Shareholders

**“Record Date”** Friday, 21 January 2022 or such other date as may be determined by the Company, being the date by reference to which the Shareholders’ entitlements to the Rights Issue are to be determined”

2.2 Clause 7.4 of the Original Agreement shall be deleted in its entirety and replaced with the following wording:

“The Underwriter shall, not later than 4:00 p.m. on 21 February 2022, pay or procure payment to the Company (or as it may direct) by way of banker’s draft or cashier’s order drawn on a bank in Hong Kong of the aggregate Subscription Price in respect of the Underwritten Shares for which it is obliged to subscribe or procure subscription in accordance with this Clause, after deduction of the fees, costs, charges and expenses payable by the Company pursuant to Clause 9.5. The Company shall arrange for delivery to the Underwriter or its nominee of share certificates in respect of the fully paid Underwritten Shares for which the Underwriter has subscribed or procured subscription in such names and in such denominations as the Underwriter may reasonably require at the same time as share certificates are despatched generally to persons who have taken up Rights Shares or, where the Underwriter has designated an investor participant or CCASS participant stock account for deposit of all or part of the Rights Shares, evidence to the satisfaction of the Underwriter that such documents and instructions required to effect the crediting of such Rights Shares have been signed or given, as the case may be.”

3. **ONE AGREEMENT**

The Original Agreement, together with this Supplemental Agreement, shall, with effect on and from the date hereof, be read and construed as one document and references in the Original Agreement to “this Agreement” shall from the date hereof (but not for any purposes prior to the date hereof) incorporate references to this Supplemental Agreement. In case of any inconsistencies with the Original Agreement and this Supplemental Agreement, this Supplemental Agreement shall prevail.

4. **GENERAL**

Subject only to the variations herein contained and such other alterations (if any) as may be necessary to make the Original Agreement consistent with this Supplemental Agreement, all other terms and conditions of the Original Agreement (including, but not limited to, all the rights, obligations and liabilities for and in respect of Completion) shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Supplemental Agreement were inserted therein by way of addition or substitution, as the case may be.

5. **NOTICES**

All notices, approvals, consents or other communications in connection with this Supplemental Agreement shall be given in accordance with the notice provision set out in Clause 15 of the Original Agreement.

6. **COUNTERPARTS**

This Supplemental Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Supplemental Agreement by executing any such counterpart.

7. **GOVERNING LAW**

7.1 This Supplemental Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

7.2 The Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong but this Supplemental Agreement may be enforced in any other court in competent jurisdiction.

7.3 Any liability of any Party hereunder to any other Party may in whole or in part be released, compounded or compromised and time or indulgence may be given by any Party hereunder as regards any other Party under such liability without prejudicing that Party's rights against any other person under the same or a similar liability.

**EXECUTION PAGE**

IN WITNESS WHEREOF this Supplemental Agreement has been executed as a deed by the Parties on the day and year first above written.

**THE COMPANY**

**SEALED** with the Common Seal of )  
**VERTICAL INTERNATIONAL** )  
**HOLDINGS LIMITED** )  
and **SIGNED** by **BOON HO YIN** )  
**HENRY**, its director )

in the presence of:- *Mak ching Yee* )



**THE UNDERWRITER**

**SEALED** with the **Common Seal** of )  
**KINGSWAY FINANCIAL** )  
**SERVICES GROUP LIMITED** )  
and **SIGNED** by **SO MAN HONG,** )  
its director )

*Wong So*

in the presence of:- )



Name of Witness: *Cheung Wing Sze*