

EXECUTION VERSION

DATE: 24 APRIL 2023

**FINET GROUP LIMITED
(as Company)**

AND

**MAXX CAPITAL INTERNATIONAL LIMITED
(as Underwriter)**

AND

LO YUK YEE

SUPPLEMENTAL UNDERWRITING AGREEMENT

**relating to a rights issue of up to 338,869,387 Rights Shares in
Finet Group Limited
at HK\$0.10 per Rights Share payable in full on application
in the proportion of one (1) Rights Share for every two (2) existing Shares
held on the Record Date**

THIS SUPPLEMENTAL AGREEMENT is dated 24 April 2023

BETWEEN:

- (1) **FINET GROUP LIMITED**, a company incorporated in the Cayman Islands and continued into Bermuda with limited liability and having its registered office at Clarendon House, 2 Church Street, Hamilton, HM11, Bermuda and its head office and principal place of business in Hong Kong at 30/F, Fortis Tower, 77–79 Gloucester Road, Wanchai, Hong Kong (the “**Company**”);
- (2) **MAXX CAPITAL INTERNATIONAL LIMITED**, a company incorporated in the British Virgin Islands with limited liability and having its registered office at Palm Gove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands (the “**Underwriter**” or “**Maxx Capital**”); and
- (3) **LO YUK YEE** (holder of Hong Kong identity card no. D474985(6)) of Flat M, 42/F., Tower 2, The Avenue, 200 Queen’s Road East, Wanchai, Hong Kong (“**Ms. Lo**”).

WHEREAS:

- (A) Pursuant to an underwriting agreement dated 13 April 2023 (the “**Underwriting Agreement**”) entered into among the Company, the Underwriter and Ms. Lo, the Underwriter agreed to fully underwrite 115,741,519 Underwritten Shares (assuming no change in the number of Shares in issue on or before the Record Date) or up to 121,341,519 Underwritten Shares (assuming new Shares are allotted and issued upon full exercise of the Outstanding Share Options on or before the Record Date) on the terms and conditions set out therein.
- (B) In consideration of the Underwriter agreeing to enter into this supplemental underwriting agreement (“**this Supplemental Agreement**”) on terms set out herein, the Company and Ms. Lo have agreed, among other matters, to amend certain terms of the Underwriting Agreement as provided under this Supplemental Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1 In this Supplemental Agreement (including the Recitals), unless the context requires otherwise, and interpretations used in the Underwriting Agreement shall have the same meaning herein.
- 1.2 References to a Clause or Clauses shall be a clause or clauses of the Underwriting Agreement.

2. AMENDMENTS TO THE UNDERWRITING AGREEMENT

2.1 The Company, the Underwriter and Ms. Lo hereby amend the Underwriting Agreement as follows:

(a) The existing definition of “Set-Off” in Clause 1.1 of the Underwriting Agreement is deleted in its entirety and substituted with the following new definition of “Set-Off”:

““Set-Off” the set-off of the Subscription Price against the Shareholder’s Loan for (i) 92,578,947 Rights Shares, representing the Rights Shares to which Maxx Capital is entitled under the Rights Issue in respect of the 185,157,894 Shares which are registered in the Company’s share registrar under Maxx Capital’s own name; and (ii) the Underwritten Shares”

(b) Clause 5.5 of the Underwriting Agreement is deleted in its entirety and substituted by the following:

“5.5 Each of the Underwriter and the Company agrees that the Subscription Price in respect of the 92,578,947 Rights Shares required to be paid by Maxx Capital under the Rights Issue and to be paid by Maxx Capital under its underwriting obligation of this Agreement will be settled by way of firstly the Set-Off against the Shareholder’s Loan and after the Set-Off of the Shareholder’s Loan in full, by cash.”

(c) The following be inserted immediately after Clause 5.5 of the Underwriting Agreement as Clause 5.5A of the Underwriting Agreement:

“5.5A Each of the Company, Maxx Capital and Ms. Lo further agrees that (a) the Subscription Price of approximately HK\$10.3 million in respect of (i) the 103,219,892 Rights Shares to which Maxx Capital is entitled under the Rights Shares in respect of the 206,439,784 Shares which are deposited in CCASS; and (ii) the Subscription Price of approximately HK\$2.2 million in respect of the 21,729,029 Rights Shares to which Ms. Lo is entitled under the Rights Shares in respect of the 43,458,058 Shares which are deposited in CCASS, will be settled in cash by Maxx Capital and Ms. Lo respectively; and (b) subsequently, a sum of approximately HK\$12.5 million would be paid out of the net proceeds of the Rights Issue to Ms. Lo for the repayment of the Shareholder’s Loan.”

3. GENERAL

3.1 Subject only to the variations herein contained and such other alterations (if any) as may be necessary to make the Underwriting Agreement consistent with this Supplemental Agreement, all other terms and conditions of the Underwriting

Agreement (including, but not limited to, all the rights, obligations and liabilities for and in respect of completion under the Underwriting Agreement) 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.

- 3.2 The variations effected hereby shall take effect from the date of this Supplemental Agreement. In case of any inconsistencies with the Underwriting Agreement and this Supplemental Agreement, this Supplemental shall prevail.

4. COUNTERPARTS

This Supplemental Agreement may be executed in any number of counterparts (whether original, facsimile or scanned counterparts), all of which taken together shall constitute one and the same instrument and any of parties hereto may execute this Supplemental Agreement by signing any such counterparts.


5. GOVERNING LAW AND JURISDICTION

- 5.1 This Supplemental Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 5.2 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

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

THE COMPANY

SIGNED by CHEN WEIJIE)
for and on behalf of)
FINET GROUP LIMITED)
in the presence of: WONG KIN FAN)


For and on behalf of
FINET GROUP LIMITED
財華社集團有限公司
.....
Authorized Signature(s)

THE UNDERWRITER

SIGNED by LO YUK YEE)
for and on behalf of)
MAXX CAPITAL)
INTERNATIONAL LIMITED)
in the presence of: WONG KIN FAN)


For and on behalf of
MAXX Capital International Limited
.....
Authorized Signature(s)

MS. LO

SIGNED by)
LO YUK YEE)
in the presence of: WONG KIN FAN)
