

**EXECUTION VERSION**

**DATE: 24 APRIL 2023**

**FINET GROUP LIMITED**  
**(as Company)**

**AND**

**ARISTO SECURITIES LIMITED**  
**(as Placing Agent)**

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**SUPPLEMENTAL PLACING AGREEMENT**

**relating to the placing of up to**  
**121,341,519 Rights Shares in the share capital of**  
**Finet Group Limited**  
**to be issued under the Rights Issue on the basis of**  
**one (1) Rights Share for every two (2) existing Shares**  
**held on the Record Date**

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**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**”); and
- (2) **ARISTO SECURITIES LIMITED**, a company incorporated in Hong Kong with limited liability and having its principal place of business in Hong Kong at Room 101, 1st Floor, On Hong Commercial Building, 145 Hennessy Road, Wanchai, Hong Kong, Hong Kong (the “**Placing Agent**”).

**WHEREAS:**

- (A) Pursuant to a placing agreement dated 13 April 2023 (the “**Placing Agreement**”) entered into between the Company and the Placing Agent, the Placing Agent agreed, as agent of the Company, during the Placing Period to procure on a best effort basis Placees to subscribe for the Unsubscribed Shares at the Placing Price upon and subject to the terms and conditions set out therein.
- (B) In consideration of the Placing Agent agreeing to enter into this supplemental placing agreement (“**this Supplemental Agreement**”) on terms set out herein, the Company has agreed, among other matters, to amend certain terms of the Placing 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 Placing Agreement shall have the same meaning herein.
- 1.2 References to a Clause or Clauses shall be a clause or clauses of the Placing Agreement.

2. **AMENDMENTS TO THE PLACING AGREEMENT**

2.1 The Company and the Placing Agent hereby amend the Placing Agreement as follows:

- (a) The existing definition of “Set-Off” in Clause 1.1 of the Placing 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 (as defined in the Underwriting Agreement) for (i) 92,578,947 Rights Shares, representing part of 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”

3. **GENERAL**

3.1 Subject only to the variations herein contained and such other alterations (if any) as may be necessary to make the Placing Agreement consistent with this Supplemental Agreement, all other terms and conditions of the Placing Agreement (including, but not limited to, all the rights, obligations and liabilities for and in respect of completion under the Placing 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 Placing 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.

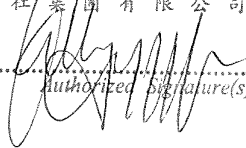
*[The remainder of this page is intentionally left blank]*

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

**THE COMPANY**

**SIGNED** by LO YUK YEE )  
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 PLACING AGENT**

**SIGNED** by )  
for and on behalf of )  
**ARISTO SECURITIES LIMITED** )  
in the presence of: )

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

**THE COMPANY**

SIGNED by )  
 )  
for and on behalf of )  
 )  
**FINET GROUP LIMITED** )  
 )  
in the presence of: )

**THE PLACING AGENT**

SIGNED by ANDREW NG )  
 )  
for and on behalf of )  
 )  
**ARISTO SECURITIES LIMITED** )  
 )  
in the presence of: HUNDA YUKEN HANGET KA )



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

.....  
*Authorized Signature(s)*