

DATED 14 DECEMBER 2022

HAO BAI INTERNATIONAL (CAYMAN) LIMITED

AND

YUET SHEUNG INTERNATIONAL SECURITIES LIMITED

**SUPPLEMENTAL AGREEMENT
to the
PLACING AGREEMENT
DATED 6 DECEMBER 2022**

THIS SUPPLEMENTAL AGREEMENT is made on the 14th day of December 2022 (the “**Supplemental Agreement**”).

BETWEEN:

- (1) **HAO BAI INTERNATIONAL (CAYMAN) LIMITED**, a company incorporated in the Cayman Islands with limited liability whose registered office is situated at P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and its head office and principal place of business in Hong Kong at Unit 1B, 10/F, Elite Industrial Centre, No. 883 Cheung Sha Wan Road, Kowloon, Hong Kong (the “**Company**”); and
- (2) **YUET SHEUNG INTERNATIONAL SECURITIES LIMITED**, a company incorporated under the laws of Hong Kong and a licensed corporation with the SFC (as defined below) to carry out Type 1 (dealing in securities), and Type 4 (advising on securities) regulated activities under the SFO (as defined below) in Hong Kong (CE No. BEZ371) with the registered office of which is at 8/F, Central 88, No. 88-98 Des Voeux Road Central, Central, Hong Kong (the “**Placing Agent**”)

(together the “**Parties**”, and each a “**Party**”).

WHEREAS:

- (A) The Placing Agent and the Company entered into a placing agreement dated 6 December 2022, pursuant to which the Company conditionally agreed to place, through the Placing Agent on a best endeavour basis, up to 323,400,000 Placing Shares to not less than six Places at a price of HK\$0.023 per Share pursuant to the terms set out therein (the “**Placing Agreement**”); and
- (B) The Placing Agent and the Company have agreed to amend the terms of the Placing Agreement as set out below.

IT IS HEREBY AGREED THAT:-

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Supplemental Agreement, unless the context otherwise requires, terms defined in the Placing Agreement shall have the same meanings when used herein.

2 AMENDMENT TO THE PLACING AGREEMENT

- 2.1 The Parties agree that with effect from the date hereof, clause 3.1 of the Placing Agreement shall be deleted and replaced by the following new clause 3.1:

“3.1 The obligations of the Placing Agent under Clause 2 and the obligations of the Company under Clause 7 are conditional upon the Admission being obtained and not subsequently revoked on or before 23 December 2022 or such later date as the parties hereto may agree in writing.”

2.2 The Parties agree that, without limiting the generality of the provisions of Clause 2.1 of this Supplemental Agreement, with effect from the Effective Date, the Supplemental Agreement shall be construed as forming part of the Placing Agreement and this Supplemental Agreement when read with the Placing Agreement shall be construed as one and the same document, with full effect given to the amendments contemplated under this Supplemental Agreement.

2.3 The Parties further agree that save and except expressly amended pursuant to this Supplemental Agreement, all other 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.

2.4 This Supplemental Agreement does not release any Party from any breaches of the Placing Agreement existing at the date of this Supplemental Agreement or affect any existing rights that have accrued under the Placing Agreement prior to the date of this Supplemental Agreement.

3 GOVERNING LAW

3.1 This Supplemental Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong.

4 THIRD PARTY RIGHTS

4.1 No person (being a natural person or legal entity), other than the Parties has, or may or will have, any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce, make or pursue any claim, or enjoy any benefit under any provisions of this Supplemental Agreement. Application of the Contracts (Rights of Third Parties) Ordinance is hereby expressly excluded.

5 COUNTERPARTS

5.1 This Supplemental 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.

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IN WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

THE COMPANY

SIGNED by *WONG Wai Hung*)
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)
)
for and on behalf of)
)
HAO BAI INTERNATIONAL)
(CAYMAN) LIMITED)
in the presence of: *Ng Wan Lok*)
)
)
)

For and on behalf of
Hao Bai International (Cayman) Limited
浩柏國際(開曼)有限公司
.....
Authorized Signature(s)

THE PLACING AGENT

SIGNED by *Wong Wai Kong Man*)
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)
for and on behalf of)
)
YUET SHEUNG INTERNATIONAL)
SECURITIES LIMITED)
in the presence of: *Yuen Wai She* *Calby*)
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)
)

For and on behalf of
Yuet Sheung International Securities Limited
粵商國際證券有限公司
.....
Authorized Signature(s)