

DATED 3 November 2023

Universe Printshop Holdings Limited
(as the “Company”)

AND

Sorrento Securities Limited
(as the “Placing Agent”)

SECOND SUPPLEMENTAL PLACING AGREEMENT
in relation to the placing of Untaken Shares and the NQS Unsold Rights Shares

THIS SECOND SUPPLEMENTAL PLACING AGREEMENT is made on 3 November 2023.

BETWEEN:

- (1) **Universe Printshop Holdings Limited**, a company incorporated in the Cayman Islands 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 Shop B3, G/F, Block 3, Kwun Tong Industrial Centre, 448-458 Kwun Tong Road, Kwun Tong, Hong Kong (the “**Company**”); and
- (2) **Sorrento Securities Limited**, a company incorporated in Hong Kong with limited liability and having its registered office and principal place of business at Room 1208, 12/F, Wing On Centre, 111 Connaught Road Central, Sheung Wan, Hong Kong and a licensed corporation for Type 1 (Dealing in Securities) and Type 4 (Advising on Securities) of the regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (“**Placing Agent**”).

The parties entered into the original placing agreement dated 5 October 2023 in relation to the placing of Untaken Shares and the NQS Unsold Rights Shares of Company (the “**Original Agreement**”). As at the date hereof, the Underwriter beneficially holds 354,659,000 Existing Shares (equivalent to 70,931,800 Consolidated Shares), representing approximately 35.54% of the total issued share capital of the Company. Immediately after the Share Consolidation (as defined below) and upon the completion of the Rights Issue assuming no subscription by the Shareholders (other than those subscriptions pursuant to the Irrevocable Undertakings), potential shareholding of the Underwriter may be up to 340,931,800 Consolidated Shares, representing approximately 68.32% of the issued share capital of the Company as enlarged by the issue of the Rights Shares. Accordingly, the Underwriter will be required to make a mandatory offer under Rule 26 of the Takeovers Code for all the Shares not already owned or agreed to be acquired by it and parties acting in concert with it, unless the Whitewash Waiver (as defined below) is granted. Accordingly, subsequent to the entering into of the First Supplemental Rights Agreement (as defined below), the Underwriter has made an application for the Whitewash Waiver in compliance with the Takeovers Code (as defined below) and to avoid any delay in the timetable of the Rights Issue.

On 19 October 2023 (after trading hours), parties entered into the First Supplemental Placing Agreement (as defined below) to amend and supplement the Original Agreement to reflect the application for the Whitewash Waiver and the corresponding updated timetable. Simultaneously upon the entering into of the First Supplemental Placing Agreement, the Company has entered into the Second Supplemental Rights Agreement (as defined below) with the Underwriter in light of the above updates. As additional time is required to prepare and finalise certain information to be contained in the circular to be

published by the Company in respect of the transactions contemplated hereunder (including but not limited to certain financial information of the Group), parties agree to enter into this Agreement to amend and supplement the Original Agreement (as amended and supplemented by the First Supplemental Placing Agreement) to reflect the corresponding updated timetable. Simultaneously upon the entering into of this Agreement, the Company has entered into the Third Supplemental Rights Agreement (as defined below) with the Underwriter in light of the above updates.

Unless otherwise defined herein, capitalised terms in this Agreement shall have the same meanings as those defined in the Original Agreement (as amended and supplemented by the First Supplemental Placing Agreement).

1. **DEFINITIONS**

1.1 In this Agreement including the Recitals, unless the context otherwise requires, the following expressions have the following meanings;

“EGM”	an extraordinary general meeting of the Company to be convened and held for the purposes of, among other matters, considering and, if thought fit, approving the Increase in Authorised Share Capital, the Share Consolidation, the Rights Issue, the Placing Agreement (as amended and supplemented by the Supplemental Placing Agreements), the Underwriting Agreement (as amended and supplemented by the Supplemental Rights Agreements) and the transactions contemplated thereunder, and the Whitewash Waiver
“Executive”	the Executive Director of the Corporate Finance Division of the SFC or any of its delegate(s)
“First Supplemental Placing Agreement”	a supplemental placing agreement dated 19 October 2023 entered into between the Company and the Placing Agent to amend and supplement certain terms and conditions of the Original Agreement
“First Supplemental Rights Agreement”	a supplemental underwriting agreement dated 5 October 2023 entered into between the Company and the Underwriter to amend and supplement certain terms and conditions of the Underwriting Agreement
“Independent Shareholder(s)”	any Shareholder(s) other than (i) the Underwriter, its associates, and any parties acting concert with it; (ii) all other Shareholders who are interested or involved in

	the Rights Issue and/or the Whitewash Waiver (if any); and (iii) any other Shareholders who are required under the GEM Listing Rules and/or the Takeovers Code (as the case may be) to abstain from voting at the EGM
“Latest Placing Date”	Tuesday, 16 January 2024 or such later date as the Company and the Placing Agent may agree in writing, being the latest date for the Placing Agent to place the Untaken Shares and/or the NQS Unsold Rights Shares
“Long Stop Day”	5:00 p.m. on Wednesday, 17 January 2024 or such later date as may be agreed between the Placing Agent and the Company in writing, being the latest date for the fulfilment of conditions of the Original Agreement (as amended and supplemented by the First Supplemental Placing Agreement and this Agreement) and the next Business Day after the Latest Placing Date
“Placing Period”	a period commencing from the next Business Day after the date of announcement of the number of Untaken Shares and the NQS Unsold Rights Shares, which is expected to be Friday, 12 January 2024, and ending at the Latest Placing Time
“Record Date”	Wednesday, 20 December 2023 or such other date as may be determined by the Company, being the date for determining entitlements of Shareholders to participate in the Rights Issue
“Second Supplemental Rights Agreement”	a supplemental underwriting agreement dated 19 October 2023 entered into between the Company and the Underwriter to amend and supplement certain terms and conditions of the Underwriting Agreement and the First Supplemental Rights Agreement
“SFC”	the Securities and Futures Commission of Hong Kong
“Supplemental Placing Agreements”	the First Supplemental Placing Agreement and this Agreement
“Supplemental Rights Agreements”	the First Supplemental Rights Agreement, the Second Supplemental Rights Agreement and the Third Supplemental Rights Agreement

“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers published by the SFC
“Third Supplemental Rights Agreement”	a supplemental underwriting agreement dated 3 November 2023 entered into between the Company and the Underwriter to amend and supplement certain terms and conditions of the Underwriting Agreement, the First Supplemental Rights Agreement and the Second Supplemental Rights Agreement
“Whitewash Waiver”	a waiver to be granted by the Executive pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code to waive the obligation of the Underwriter to make a mandatory general offer to the Shareholders in respect of the Shares not already owned or agreed to be acquired by the Underwriter and parties acting in concert with it as a result of the taking up of the Rights Shares by the Underwriter as the underwriter pursuant to the Underwriting Agreement (as amended and supplemented by the Supplemental Rights Agreements)

4. CONDITIONS PRECEDENT

- 4.1 The Placing is conditional upon the fulfillment of the following conditions (or being waived by the Placing Agent in writing, if applicable):
- (i) the GEM Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the Rights Shares, including the Placing Shares, in their nil-paid and fully paid forms (subject to customary conditions) and such approval not having been withdrawn or revoked;
 - (ii) the passing of the special resolution to be proposed at the EGM for the Whitewash Waiver by at least 75% of the votes cast by the Independent Shareholders;
 - (iii) the Executive granting the Whitewash Waiver to the Underwriter and the satisfaction of all conditions (if any) attached to the Whitewash Waiver granted;
 - (iv) approval of the Rights Issue by the Independent Shareholders at the EGM;
 - (v) none of the representations, warranties or undertakings contained in the Original Agreement (as amended and supplemented by the Supplemental Placing Agreements) being or having become untrue, inaccurate or misleading in any material respect at any time before the completion, and no fact or circumstance having arisen and nothing having been done or omitted to be done which would render any of such undertakings,

- representations or warranties untrue or inaccurate in any material respect if it was repeated as at the time of completion of the Original Agreement (as amended and supplemented by the Supplemental Placing Agreements); and
- (vi) the Original Agreement (as amended and supplemented by the Supplemental Placing Agreements) not having been terminated in accordance with the provisions thereof.

- 4.2 The Placing Agent may, in its absolute discretion, waive the fulfillment of all or any or any part of the Conditions (other than those set out in paragraphs (i) and (iv) above) by notice in writing to the Company.

6. PLACING TERMINATION

The Placing Arrangement shall end on Tuesday, 16 January 2024 or any other date by mutual written agreement between the Placing Agent and the Company. The engagement of the Placing Agent may also be terminated by Placing Agent in case of force majeure resulting in the Company and the Placing Agent being unable to fulfill its duties and responsibilities under the engagement. However, if during the course of the engagement it has come to the Placing Agent's knowledge that there is any material adverse change in the business and operational environment in the Company which, in the sole opinion of the Placing Agent, may make it inadvisable to continue the engagement, the Placing Agent shall have the right to terminate the engagement by written notice to the Company with immediate effect.

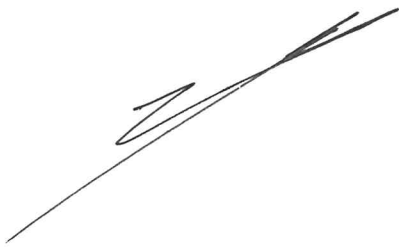
The Original Agreement, the First Supplementary Placing Agreement and this Agreement, shall with effect on and from the date hereof, be read and construed as one document and references in the Original Agreement and the First Supplementary Placing Agreement shall from the date hereof (but not for any purpose prior the date hereof) incorporate references to this Agreement.

IN WITNESS whereof this Agreement has been entered into the day and year first above written.

EXECUTION PAGE

SIGNED by YIP CHI MAN)
for and on behalf of)
Universe Printshop)
Holdings Limited)
in the presence of:- SO HANG FUNG)





EXECUTION PAGE

SIGNED by *Cheung Wai Yin*)
for and on behalf of)
Sorrento Securities Limited)

in the presence of:- *Law Tik On*)

For and on behalf of
SORRENTO SECURITIES LIMITED
擎天證券有限公司
[Signature]
.....
Authorized Signature(s)

Law Tik On