

Date: 3 October 2023

Universe Printshop Holdings Limited
Cricket Square, Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

Attn.: The Board of Directors

Irrevocable Undertaking (New Metro Inc.)

We refer to the following proposed corporate actions of Universe Printshop Holdings Limited (the "**Company**"):

- (i) the proposed increase in existing authorised share capital of the Company from HK\$20,000,000 divided into 2,000,000,000 existing ordinary share(s) of par value of HK\$0.01 each in the share capital of the Company (the "**Existing Shares**") to HK\$200,000,000 divided into 20,000,000,000 Existing Shares;
- (ii) the proposed share consolidation involving consolidation of every five (5) issued and unissued Existing Shares of par value of HK\$0.01 each into one (1) consolidated share of par value of HK\$0.05 in the share capital of the Company (the "**Consolidated Shares**"); and
- (iii) the proposed fund raising by the Company by way of rights issue (the "**Rights Issue**") on the basis of three (3) rights shares (the "**Rights Shares**") for every two (2) Consolidated Shares held by the qualifying shareholders of the Company at the close of business on the record date (i.e. the day by reference to which the Company will determine all entitlements under the Rights Issue) (the "**Record Date**") at the subscription price of HK\$[*] each.

We, New Metro Inc., hereby represent and warrant to you that as at the date hereof, we beneficially own 354,659,000 Existing Shares registered in our own name, representing approximately 35.54% of the issued share capital of the Company.

1. We hereby unconditionally and irrevocably undertake to you as follows:

- a) we will subscribe for 106,397,700 Rights Shares which comprise the full acceptance of our provisional entitlement in respect of the 354,659,000 Existing Shares (equivalent to 70,931,800 Consolidated Shares) wholly and beneficially owned by us;
- b) we will not dispose of any of the 354,659,000 Existing Shares (or 70,931,800 Consolidated Shares, as the case may be) comprising the current shareholding in the Company owned by us, and such shares will remain wholly and beneficially owned by us up to and including the Record Date;
- c) we will lodge or procure our acceptance of the 106,397,700 Rights Shares, which will be the number of Rights Shares provisionally allotted to us nil-paid under the Rights Issue, with the Company's Hong Kong branch share registrar and transfer office, with payment in full therefor, by no later than the latest time for acceptance under the Rights Issue or otherwise in accordance with the instructions set out in the prospectus documents of the Company in connection with the Rights Issue; and

- d) we will take appropriate steps, including, the disposal of such number of shares of the Company necessary to ensure that sufficient public float exists in the shares of the Company in compliance with the GEM Listing Rules upon completion of the Rights Issue.
2. In the event of non-compliance with the above undertakings by us, we irrevocably authorise the Company:
- a) to treat this irrevocable undertaking as an application by us, on and subject to the terms and conditions and on the basis of the information contained in the prospectus of the Company and the relevant provisional allotment letter (other than as to the time of application and payment, and method of acceptance which shall be dealt with in accordance with this irrevocable undertaking), for the Rights Shares to be provisionally allotted to us;
- b) to allot and issue such Rights Shares to us and/or our nominee(s) on the terms and conditions set out in the prospectus of the Company; and
- c) to procure the registration of such Rights Shares that will be allotted to us and/or our nominee(s) in our name and/or our nominee(s)' name (as the case maybe),
- and we hereby irrevocably undertake that we shall forthwith make payment for the same and/or on behalf of our nominee(s) (if applicable).
3. We hereby also unconditionally and irrevocably undertake to you that:
- a) we shall keep all information and matters stated in this irrevocable undertaking or otherwise related to the Rights Issue (including the existence of the Rights Issue and this irrevocable undertaking), under strict confidence, unless our disclosure of any such information and matters (if any) after the issue of the announcement by the Company in relation to the Rights Issue (the "Announcement") is required by, or is otherwise allowed under, the applicable laws, rules and regulations; and
- b) we shall not, and shall procure our associates (as defined under the Rules Governing the Listing of Securities on GEM of The Stock Exchange of Hong Kong Limited (the "GEM Listing Rules")) not to, deal in any securities of the Company for so long as the existence of and any information on the Rights Issue and this irrevocable undertaking constitute or may constitute "inside information" (as defined in the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the "SFO")). We understand that, details of the Rights Issue and this irrevocable undertaking will be disclosed in the Announcement. In the absence of any other "inside information" (as defined in the SFO) relating to the Company and its subsidiaries, and subject to other restrictions on dealing applicable to us and/or our associates (as defined under the GEM Listing Rules), the above-mentioned restriction on dealing in the securities of the Company in relation to the Rights Issue will cease to apply to us and our associates (as defined under the GEM Listing Rules) after the issue of the Announcement.
4. This irrevocable undertaking shall lapse upon the termination of the underwriting agreement in relation to the Rights Issue pursuant to the terms thereof.
5. This irrevocable undertaking shall be governed by and construed and take effect in accordance with the laws of Hong Kong.

IN WITNESS whereof this irrevocable undertaking has been duly executed and delivered as a deed on the date first above written.

EXECUTED and DELIVERED as a DEED)
by Lam Shing Tai,)
for and on behalf of **New Metro Inc.**)
whose signature is verified by/ in the presence of:)

For and on behalf of)
NEW METRO INC.)



Authorized Signature(s)

Signature of witness :

Name of witness :



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