

**STRICTLY PRIVATE AND CONFIDENTIAL**

20 November 2023

**COOL LINK (HOLDINGS) LIMITED**  
Unit C, 18/F, Gaylord Commercial Building  
114-120 Lockhart Road, Wanchai  
Hong Kong

Attn.: The Board of Directors

Dear Sirs,

**Cool Link (Holdings) Limited (the “Company”, together with its subsidiaries, the “Group”)  
Placing (the “Placing”) of new shares of HK\$0.2 par value each (the “Shares”) in the Company untaken in the Rights Issue**

We refer to the draft announcement in relation to the proposed Rights Issue, a draft of which is attached hereto for reference. Capitalised terms used herein and not defined shall have the same meaning as in the abovementioned announcement unless the context otherwise requires.

**PART 1 – THE PLACING**

The Company has proposed, by way of a rights issue, to offer the Rights Shares to the Qualifying Shareholders on the basis of three (3) Rights Shares for every one (1) existing Shares held by the Qualifying Shareholders registered as such on the Record Date.

The Company intends to appoint us, Yuen Meta (International) Securities Limited (the “**Placing Agent**”), to place the number of Unsubscribed Rights Share(s) not taken up by the Qualifying Shareholder(s) as well as the NQS Unsold Rights Shares (collectively the “**Placing Shares**”) during the Placing Period, being the period commencing from the sixth Business Day after the Latest Time for Acceptance and ending on 4:00 p.m. on the eighth Business Day after the Latest Time for Acceptance.

On the terms set out in this agreement (the “**Placing Agreement**”), we agree, on a best effort basis, to place, or procure the placing of, the Placing Shares, with institutional, corporate, individual or other investors (the “**Placees**”), who and whose ultimate beneficial owner(s) shall be the Independent Third Parties (as we may select at the placing price (the “**Placing Price**”) of not less than the Subscription Price and the final price determination will depend on the demand for and the market conditions of the Unsubscribed Rights Shares and NQS Unsold Rights Shares during the process of our placement (together with the Stock Exchange trading fee, Securities and Futures Commission (the “**SFC**”) transaction levy and Central Clearing and Settlement System (“**CCASS**”) stock settlement fee and brokerage as may be payable by the Placees) in the capacity as the Company’s agent.

Hong Kong Securities Clearing Company Limited to which Placing Shares are to be credited.

For the avoidance of doubt, notwithstanding that if there remains any Placing Shares not being placed by the Placing Agent by 4:00 p.m. on Monday, 26 February 2024, paragraph D(ii) shall apply accordingly.

The Placing Agent and the Company agree that they will use their best endeavours to ensure the Company will continue to comply with the public float requirements under Rule 11.23(7) of the GEM Listing Rules after Completion.

**A. Placing Agent for the Placing**

As the Placing Agent, the major areas of our involvement would be as follows:-

- to place on a best effort basis all the Placing Shares (i) to institutional, corporate, individual or other investor(s) who and whose ultimate beneficial owner(s) shall be the Independent Third Parties; and (ii) such that the Placing will not have any implications under the Takeovers Code and no shareholder will be under any obligation to make a general offer under the Takeovers Code as a result of the Placing; and
- to assist the Company in coordinating and liaising with such investor(s) in relation to the Placing.

**B. Proposed Placing timetable**

The proposed period for the Placing shall commence on 21 February 2024 or such other dates as the Company may announce, and end on 23 February 2024 or such other dates as the Company may announce, being the period during which the Placing Agent will seek to effect the Placing.

**C. Proposed remuneration in relation to the Placing**

With respect to the services outlined above, we would propose the following fee structure:

(i) The Placing

Upon Completion, a placing commission of 1.5% of the aggregate amount equal to the Placing Price multiplied by the number of the Placing Shares successfully placed by the Placing Agent is payable to the Placing Agent. For this purpose, the Placing Agent may deduct the full amount of such placing commission and all reasonable costs and expenses (as set out under the clause “Expenses” below) from the amount of any placing moneys paid by such investor(s).

(ii) Expenses

- (iv) If the Placing does not become unconditional, the Company shall arrange for the repayment to all investor(s) of all application moneys paid by them without interest.

Upon Completion, the Placing Agent shall deliver to the Company the net proceeds from the Placing by way of a cheque or telegraphic transfer after deduction of the Stock Exchange trading fee, SFC transaction levy and CCASS stock settlement fee and brokerage (if any) and any other fees payable by the Company in respect of the Placing Shares placed by the Placing Agent as well as any outstanding fees and expenses payable by the Company as set out in paragraph C above from the proceeds of the Placing, and the Company shall deliver share certificates of the Placing Shares to the Placing Agent or arrange the Placing Shares to be issued in the name of HKSCC Nominees Limited and deposited into CCASS for the credit of the placees' designated investor participants' or CCASS participants' stock accounts (as the case may be).

#### **E. Termination of the Placing**

- (i) Unless otherwise agreed between the Company and the Placing Agent, the Placing Agent's appointment shall terminate upon the earlier of (a) Completion and (b) termination of the Placing by the mutual written confirmation of the parties hereunder.
- (ii) Upon the termination of this Placing Agreement pursuant to the paragraph above, all obligations of the Placing Agent hereunder shall cease and determine and no party shall have any claim against any other parties in respect of any matter or thing arising out of or in connection with this Placing Agreement, save for any antecedent breaches and accrued liabilities.

### **PART 2 - GENERAL**

#### **A. Confidentiality**

The Placing Agent confirms that all information and documents received from the Company in connection with this engagement will be regarded as strictly confidential to the Company and will be treated accordingly by the Placing Agent.

#### **B. Representations, Warranties and Indemnities**

- (i) In agreeing to the terms of this Placing Agreement, the Company hereby agree the followings:
  - (a) The Company shall be responsible for all other professional fees, printer's charges and all disbursements and out of pocket costs incurred by the Placing Agent in relation to the Placing which will include, but not limited to, the photocopying charges, telephone/facsimile charges, postage and delivery expenses provided that the appointment of such professional(s) has/have been previously approved by the Company in writing.

hand to the Placing Agent at Rooms 1101-4, 11/F Harcourt House, 39 Gloucester Road,  
Wan Chai, Hong Kong.

Yours faithfully,

For and on behalf of  
**Yuen Meta and (International) Securities  
Limited** **YUEN META (INTERNATIONAL) SECURITIES LIMITED**  
**元宇宙(國際)證券有限公司**

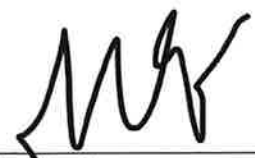
  
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Authorised Signature *Authorized Signature(s)*

To : Ken Lai and Yue Kwai Wa Ken  
**Yuen Meta (International) Securities Limited**

#### **Confirmation of Acceptance**

We confirm our acceptance of the terms and conditions of the placing agreement as set  
out in your letter dated 20 November 2023 of which this confirmation forms part.

For and on behalf of  
**Cool Link (Holdings) Limited**

  
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Authorised Signature / Director  
Name: Tan Seow Gee  
Date: 20 November 2023