

DATED the 18th day of July 2024

HANVEY GROUP HOLDINGS LIMITED
(as issuer)

AND

ASTRUM CAPITAL MANAGEMENT LIMITED
(as placing agent)

SUPPLEMENTAL PLACING AGREEMENT
in relation to the placing of
the Unsubscribed Rights Shares and
the ES Unsold Rights Shares

THIS SUPPLEMENTAL PLACING AGREEMENT (this “**Supplemental Placing Agreement**”) is made on the 18th day of July 2024.

BETWEEN:

- (1) **HANVEY GROUP HOLDINGS LIMITED**, an exempted company incorporated in the Cayman Islands, the issued shares of which are listed on GEM of the Stock Exchange (stock code: 8219) and its principal place of business in Hong Kong is situated at Units 3, 5 and 6, 15th Floor, Tower One, Ever Gain Plaza, No. 88 Container Port Road, Kwai Chung, New Territories, Hong Kong (the “**Company**”); and
- (2) **ASTRUM CAPITAL MANAGEMENT LIMITED**, a company incorporated in Hong Kong and having its registered office at Room 2704, Tower 1, Admiralty Centre, 18 Harcourt Road, Admiralty, Hong Kong (the “**Placing Agent**”).

WHEREAS:

- (A) The Company and the Placing Agent entered into a placing agreement (the “**Placing Agreement**”) dated 27 June 2024, pursuant to which the Placing Agent has agreed to procure, as agent of the Company, the Placee(s), as subscribers on a best efforts basis for the Placing Shares upon the terms and subject to the conditions set out in the Placing Agreement.
- (B) The parties hereto wish to enter into this Supplemental Placing Agreement to amend and vary certain terms of the Placing Agreement.
- (C) This Supplemental Placing Agreement is supplemental to and amends the Placing Agreement.

NOW, THEREFORE, the Parties hereby irrevocably and unconditionally agree as follows:

1. INTERPRETATION

- 1.1. Unless the context otherwise requires or otherwise stated, words and expressions defined in the Placing Agreement shall have the same meanings when used in this Supplemental Placing Agreement.

2. AMENDMENTS TO THE PLACING AGREEMENT

The Parties hereby irrevocably and unconditionally agree that:

- 2.1. The definitions of the following terms under Clause 1.1 of the Placing Agreement shall be superseded and replaced as follows:-

“Latest Time for Termination”	4:00 p.m. on 26 August 2024 or such later date as the Company and the Placing Agent may agree in writing, being the latest time to terminate this Agreement
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“Placing Period”

a period commencing from the first Business Day after the date of announcement of the number of Unsubscribed Rights Shares and the ES Unsold Rights Shares, which is expected to be 15 August 2024, and ending at 4:00 p.m. on 23 August 2024

3. MISCELLANEOUS

- 3.1. This Supplemental Placing Agreement only purports to amend the Placing Agreement in this manners provided under Clause 2 above, and shall be construed as a part of the Placing Agreement. In the event of any conflict between the terms of the Supplemental Placing Agreement and the terms of the Placing Agreement, the terms of this Supplemental Placing Agreement shall prevail and be binding upon the parties hereto. Save and except as amended by this Supplemental Placing Agreement, all provisions of the Placing Agreement shall remain unchanged and the Placing Agreement shall continue in full force and effect and shall be binding upon the parties hereto.
- 3.2. Unless otherwise stated in this Supplemental Placing Agreement, this Supplemental Placing Agreement shall not be construed in any way impair or affect the exercise or enforcement or operate as a waiver in whole or in part thereof in relation to the rights of the Parties under the Placing Agreement.
- 3.3. The Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) shall not apply to this Supplemental Placing Agreement and no person other than the Parties shall have any rights under it nor shall it be enforceable by any person other than the Parties.
- 3.4. This Supplemental Placing Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Parties hereby submit it to the non-exclusive jurisdiction of the Hong Kong courts in connection therewith.

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SIGNATURE PAGE

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

THE COMPANY

SIGNED by AU Corona Ching Mei)
duly authorized for and on behalf of)
HANVEY GROUP HOLDINGS LIMITED)
in the presence of : CHAN YUET YU)

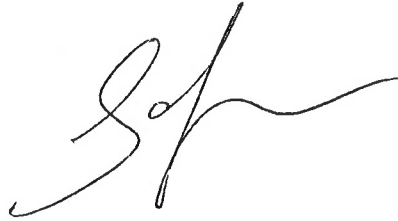
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THE PLACING AGENT

SIGNED by PAN Chik)
duly authorized for and on behalf of)
ASTRUM CAPITAL MANAGEMENT LIMITED)
in the presence of :

CHAN KAM HUNG
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A large, stylized handwritten signature in black ink, likely belonging to a representative of the placing agent.