

**DATE: [8] July 2025**

**CCIAM FUTURE ENERGY LIMITED**

**(as Company)**

**AND**

**USMART SECURITIES LIMITED**

**(as Placing Agent)**

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**SUPPLEMENTAL PLACING AGREEMENT**  
relating to the placing of up to  
40,689,308 new shares of  
**CCIAM FUTURE ENERGY LIMITED**

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**THIS AGREEMENT** is made on the [8]<sup>th</sup> day of July 2025

**BETWEEN:-**

- (A) **CCIAM FUTURE ENERGY LIMITED** 信能低碳有限公司, a company incorporated in Hong Kong with limited liability whose registered office is situated at Unit D, 7/F Seabright Plaza, 9-23 Shell Street, North Point, Hong Kong (the “Company”); and
- (B) **USMART SECURITIES LIMITED**, a company incorporated in Hong Kong with limited liability whose registered office is situated at Unit 2606, 26/F, 308 Des Voeux Road Central, Hong Kong (the “Placing Agent”).

(The Company and the Placing Agent are collectively referred to as the “Parties”, and each or any one of them is referred to as “Party”).

**WHEREAS:-**

- (A) By an agreement dated 17 June 2025 entered into between the Parties (the “Placing Agreement”), the Company has appointed the Placing Agent, and the Placing Agent has accepted the appointment, to procure the Placees (as defined in the Placing Agreement) to subscribe for the Placing Shares (as defined in the Placing Agreement) at the Placing Price (as defined in the Placing Agreement) on a best effort basis upon the terms and conditions of the Placing Agreement.
- (B) After arm’s length negotiation, the Parties have agreed to enter into this Agreement to extend the latest time of fulfillment of the conditions as referred to in Clause 3(B) of the Placing Agreement from 8 July 2025 to [29 July] 2025 (or such later date as may be agreed between the parties hereto in writing).
- (C) This Agreement is supplemental to the Placing Agreement.

**IT IS HEREBY AGREED** as follows:-

**1. INTERPRETATION**

- 1.1 Expressions defined in the Placing Agreement shall, except as otherwise defined herein, have the same meanings when used in this Agreement.
- 1.2 The headings and sub-headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

**2. PURPOSE AND EFFECT**

- 2.1 This Agreement is supplemental to the Placing Agreement. The provisions of this Agreement shall supplement, be read together with, and where expressly stated, amend and modify the provisions of the Placing Agreement. The Placing Agreement shall henceforth be read and construed as supplemented, amended, and modified by this Agreement.

2.2 The Placing Agreement and this Agreement shall be read and construed as one document and this Agreement shall be deemed to form part of the Placing Agreement as if the provisions of this Agreement were separately set out in the Placing Agreement. References in the Placing Agreement to “this Agreement” or otherwise to any provision thereof shall be construed as references to the Placing Agreement as amended by this Agreement unless the context otherwise requires.

2.3 Save only as supplemented, amended and modified by and subject to this Agreement, the Placing Agreement shall remain unchanged and in full force and effect and shall continue to be valid, effective and binding on the Parties.

### **3. AMENDMENTS**

3.1 Clause 3(B) of the Placing Agreement shall be deleted in its entirety and replaced with the following paragraph:

“(B) The Company shall use its reasonable endeavours to procure the fulfillment of the condition referred to in Clause 3(A)(i). The parties shall use their respective reasonable endeavours to procure the fulfillment of the condition referred to in Clause 3(A)(ii). In the event any of the conditions referred to in Clause 3(A) is not fulfilled on or before [29 July] 2025 (or such later date as may be agreed between the parties hereto in writing), all rights, obligations and liabilities of the parties hereto shall cease and terminate and neither of the parties shall have any claim against the other save for any antecedent breach under this Agreement prior to such termination.”

### **4. TIME**

Any time, date or period mentioned in this Agreement may be extended by agreement between the Company and the Placing Agent but, as regards any time, date or period originally fixed or any date or period so extended as aforesaid, time shall be of the essence of this Agreement.

### **5. GENERAL**

5.1 This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

5.2 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter (neither Party having relied on any representation or warranty made by the other Party which is not contained in this Agreement) and no variation of this Agreement shall be effective unless made in writing and signed by all of the Parties.

5.3 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

**6. GOVERNING LAW AND SUBMISSION TO THE JURISDICTION**

This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong, and each Party submits irrevocably to the non-exclusive jurisdiction of the courts of Hong Kong.

*[the remainder of this page is intentionally left blank]*

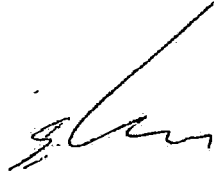
**THE PLACING AGENT**

**SIGNED by**

**for and on behalf of  
USMART SECURITIES LIMITED**

**in the presence of :-**

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A handwritten signature in black ink, appearing to be 'J. L. M.', is written over the closing parentheses of the signature line.

IN WITNESS whereof this Agreement has been executed on the day and year first above written.

**THE COMPANY**

**SIGNED by**

for and on behalf of

**CCIAM FUTURE ENERGY LIMITED**

in the presence of:-

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A handwritten signature in black ink, appearing to be 'K. D.' or similar, with a large 'X' mark over it.