

# Supplemental Agreement

between

**KNT Holdings Limited**  
as Company

and

**Grand China Securities Limited**  
as Placing Agent

relating to

the placing agreement dated 31 October 2025 between  
the Company and the Placing Agent

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**THIS AGREEMENT** is dated the 12<sup>th</sup> day of November 2025 and made

**BETWEEN:**

- (1) **KNT HOLDINGS LIMITED**, (the "Company"), a company incorporated in the Cayman Islands with limited liability and whose office in Hong Kong is situated at 30/F, EW International Tower, No. 120 Texaco Road, Tsuen Wan, New Territories, Hong Kong; and
- (2) **GRAND CHINA SECURITIES LIMITED**, (the "Placing Agent"), a company incorporated in Hong Kong with limited liability and having its registered office situated at Room 503, 5/F, Loke Yew Building, 50-52 Queen's Road Central, Central, Hong Kong.

(each a "Party", together the "Parties")

**BACKGROUND:**

- (A) The Company and the Placing Agent entered into a placing agreement dated 31 October 2025 ("Original Placing Agreement").
- (B) The parties have agreed to amend the Original Placing Agreement as set out in this agreement.
- (C) This agreement is supplemental to the Original Placing Agreement.

**IT IS HEREBY AGREED: -**

**1. Definitions and interpretation**

- 1.1 Terms defined in the Original Placing Agreement shall, unless otherwise defined in this agreement, have the same meaning in this agreement.
- 1.2 The rules of interpretation of the Original Placing Agreement shall apply to this agreement as if set out in this agreement save that references in the Original Placing Agreement to "this agreement" shall be construed as references to this agreement.
- 1.3 Unless the context otherwise requires, references in the Original Placing Agreement to "this agreement" shall be to the Original Placing Agreement as amended by this agreement.
- 1.4 In this agreement:
  - (A) unless stated otherwise or if the context otherwise requires, any reference to a "clause" is a reference to a clause of this agreement; and
  - (B) clause headings shall not affect the interpretation of this agreement.

**2. Amendments to the Original Placing Agreement**

- 2.1 The Original Placing Agreement shall be amended with effect on and from the date of this agreement. References to a "clause" in this clause 2 is a reference to a clause of the Original Placing Agreement.
- 2.2 In clause 1(A), the paragraph which reads

“(A) In this Agreement, including the recitals and schedule hereto, unless the context otherwise requires:”

shall be deleted in its entirety and replaced with the following:

“(A) In this Agreement, including the recitals hereto, unless the context otherwise requires:”

2.3 In clause 1(A):

(A) the definition of “**Agreement**” shall be deleted in its entirety and replaced with the following:

“**Agreement**” or “**Placing Agreement**” this placing agreement as amended or varied from time to time by an agreement in writing duly executed and delivered by the parties hereto

(B) the definition of “**Business Day**” shall be deleted in its entirety and replaced with the following:

“**Business Day(s)**” means a day (other than a Saturday and a day on which “extreme conditions” is announced by the Government of Hong Kong or a tropical cyclone warning no. 8 or above or a “black rainstorm warning signal” is hoisted in Hong Kong at any time between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for business throughout their normal business hours

(C) a new definition of “**Latest Placing Time**” shall be inserted between the definitions of “**Independent Shareholder(s)**” and “**Latest Time for Acceptance**”, as follows:

“**Latest Placing Time**” 4:00 p.m. on Wednesday, 11 February 2026

(D) the definition of “**Latest Time for Acceptance**” shall be deleted in its entirety and replaced with the following:

“**Latest Time for Acceptance**” 4:00 p.m. on Tuesday, 13 January 2026 or such later time or date as may be determined by the Company, being the latest time for acceptance of, and payment for, the Rights Shares as described in the Prospectus Documents

(E) a new definition of “**Overseas Shareholder(s)**” shall be inserted between the definitions for “**NQS Unsold Rights Shares**” and “**PAL(s)**”, as follows:

“**Overseas Shareholder(s)**” Shareholder(s) whose name(s) appear(s) on the register of members of the Company at the close of business on the Record Date and whose registered address(es) as shown on such register at that time is (are) in (a) place(s) outside Hong Kong

- (F) the definition of **"Record Date"** shall be deleted in its entirety and replaced with the following:

**"Record Date"** Tuesday, 23 December 2025 or such other date as may be determined by the Company for the determination of the entitlements under the Rights Issue

- (G) the definition of **"Rights Issue"** shall be deleted in its entirety and replaced with the following:

**"Rights Issue"** the proposed offer for subscription by the Qualifying Shareholders for the Rights Shares at the Subscription Price pursuant to the Prospectus Documents

- (H) the definition of **"Rights Shares"** shall be deleted in its entirety and replaced with the following:

**"Rights Shares"** up to 202,183,720 new Shares proposed to be allotted and issued by the Company to the Qualifying Shareholders for subscription pursuant to the Rights Issue, assuming no change in the number of Shares in issue on or before the Record Date

- 2.4 Clause 1(B) shall be deleted in its entirety and replaced with the following:

"(B) In this Agreement, references herein to **"Recitals"** and **"Clauses"** are to the recitals and clauses of this Agreement."

- 2.5 Clause 2(E) shall be deleted in its entirety and replaced with the following:

"(E) Prior to the Completion and by no later than 12:00 p.m. on the next Business Day after the Placing Agent has procured the Placees to subscribe for the Unsubscribed Shares (or such later date as may be agreed between the parties hereto in writing), the Placing Agent shall deliver to the Company the names, addresses and denominations (in board lots or otherwise) in which the Unsubscribed Shares are to be registered and, where relevant, the CCASS accounts to which the Unsubscribed Shares are to be credited. The choice of the Placees shall be determined by the Placing Agent at its sole discretion subject to the requirements of the Listing Rules and/or any objection the Stock Exchange may have to any particular person or company being a Placee PROVIDED that the Placing Agent undertakes to use its best endeavours to procure that the Unsubscribed Shares shall only be placed to such persons or companies who themselves and their respective ultimate beneficial owners (if applicable) are third parties independent of, and not connected with or acting in concert with (within the meaning of the Takeovers Code), the Company, its connected persons (as defined under the Listing Rules) and their respective associates (as defined under the Listing Rules)."

- 2.6 In clause 3(A), the paragraph which reads

"(A) The Placing is conditional upon:"

shall be deleted and replaced with the following:

- “(A) The Placing is conditional upon the satisfaction, or waiver (as the case may be), of the following:”

2.7 Clause 3(B) shall be deleted in its entirety and replaced with the following:

- “(B) The Placing Agent may, in its absolute discretion, waive the fulfilment of all or any or any part of the conditions (other than those set out in sub-clause (i) to (ii) above) by notice in writing to the Company. In the event the conditions referred to in Clause 3(A) is have not been fulfilled (or waived, as the case may be) on or before the Latest Time for Termination (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 determine and none of the parties shall have any claim against the other in respect of the Placing, save for any antecedent breach under this Agreement prior to such termination.”

2.8 Clause 4(A)(ii) shall be deleted and replaced in its entirety with the following:

- “(ii) subject to the fulfillment (or waiver, as the case may be) of the conditions referred to in Clause 3(A), the Company has full power and authority to issue the Unsubscribed Shares and has obtained all the relevant approval(s), consent(s) and license(s) required (if any) for the allotment and issue of the Unsubscribed Shares;”

2.9 Clause 6(A) shall be deleted and replaced in its entirety with the following:

- “(A) Subject to Completion of the Placing, the Company shall pay to the Placing Agent a placing commission in Hong Kong dollars of 3% of the amount which is equal to the placing price multiplied by the number of Unsubscribed Shares successfully placed by the Placing Agent and/or its sub-placing agent(s) pursuant to the terms of this Placing Agreement. The Placing Agent is hereby authorised to deduct from the payment to be made by it to the Company at Completion pursuant to Clause 5(i). No fees shall be paid by the Company if the Placing is not completed.”

2.10 In clause 7(A), the paragraph which reads

- “(A) Notwithstanding anything contained in this Agreement, the Placing Agent shall be entitled, without any liability to the Company, by notice in writing to the Company served at any time prior to the, to terminate this Agreement, if, prior to the Latest Time for Termination :”

shall be deleted and replaced with the following:

- “(A) Notwithstanding anything contained in this Agreement, the Placing Agent shall be entitled, without any liability to the Company, by notice in writing to the Company served at any time prior to the Latest Time for Termination, to terminate this Agreement, if, prior to the Latest Time for Termination:”

### 3. **Representations and warranties**

Each Party makes the representations and warranties set out in clause 4 of the Original Placing Agreement to each other Party on the date hereof, by reference to the facts and circumstances then existing, and as if each reference in those representations and warranties to “this agreement” includes a reference to the Original Placing Agreement and this agreement.

4. **Amendment charges and expenses**

Each of the parties hereto shall be respectively liable for its own legal and other professional fees and expenses in connection with the preparation of this agreement.

5. **Continuity and further assurance**

- 5.1 The provisions of the Original Placing Agreement shall, save as amended in this agreement, continue in full force and effect, and shall be read and construed as one document together with this agreement.
- 5.2 Each Party shall, at the request of the other Party, do all such acts and things necessary or desirable to give effect to the provisions of this agreement.

6. **Miscellaneous**

The provisions of clauses 8 to 11 of the Original Placing Agreement shall apply to this agreement as if set out in full and so that references in those provisions to "this Agreement" shall be construed as references to this agreement and references to "party" or "parties" shall be construed as references to the Parties.

7. **Third party rights**

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce, or enjoy the benefit of, any term of this agreement.

8. **Governing law and jurisdiction**

- 8.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Hong Kong.
- 8.2 The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 8.3 The parties irrevocably consent to any process in any legal action or proceedings under clause 8.2 being served on it in accordance with the provisions of the Original Placing Agreement relating to service of notices. Nothing contained in this agreement shall affect the right to serve process in any other matter permitted by law.

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

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

**THE COMPANY**

**SIGNED** by TSUI Wing Tak

for and on behalf of  
**KNT HOLDINGS LIMITED**

in the presence of: Wun Chun Yip



) *For and on behalf of*  
) **KNT HOLDINGS LIMITED**  
)   
) .....  
) *Authorized Signature(s)*



**THE PLACING AGENT**

**SIGNED** by PO Kwong Chiu )

for and on behalf of )

**GRAND CHINA SECURITIES LIMITED** )

*Lou*

in the presence of: Leung Hon Wing )

*For and on behalf of*  
Grand China Securities Limited  
華業證券有限公司

.....  
*Authorized Signature(s)*