

Date: 15 September 2023

ROYAL CENTURY RESOURCES HOLDINGS LIMITED

(as the “Company”)

AND

SBI E2-CAPITAL SECURITIES LIMITED

(as the “Placing Agent”)

PLACING AGREEMENT

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

THIS PLACING AGREEMENT is made on the 15th day of September 2023

BETWEEN:

- (A) **ROYAL CENTURY RESOURCES HOLDINGS LIMITED**, a company incorporated in Hong Kong whose registered office is at Suite 2201, 22/F., China Resources Building, 26 Harbour Road, Wanchai, Hong Kong (the “**Company**”); and
- (B) **SBI E2-CAPITAL SECURITIES LIMITED**, a company incorporated in Hong Kong whose registered office is at 10/F., Winbase Centre, 208 Queen’s Road Central, Sheung Wan, Hong Kong (“**Placing Agent**”).

WHEREAS:

- (A) The Company is incorporated in Hong Kong and the shares of which are listed on GEM. As at the date hereof, the Company has 156,780,000 Existing Shares in issue.
- (B) The Company proposes to conduct (i) the Share Consolidation on the basis that five Existing Shares will be consolidated into one Consolidated Shares and (ii) the Rights Issue on the basis of five Rights Shares for every one Consolidated Share held on the Record Date at the Subscription Price of HK\$0.23 per Rights Share.
- (C) The Company appoints the Placing Agent on terms and conditions herein and the Placing Agent agreed to accept the appointment in accordance with the terms hereof.

IT IS HEREBY AGREED as follows:

1. DEFINITION

- 1.1 In this Agreement, including the recitals hereto, unless the context otherwise requires, the following expressions have the following meaning:

“Announcement”	the announcement to be made by the Company in relation to the Share Consolidation and the Rights Issue
“CCASS”	The Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited
“Circular”	the circular in relation to the Rights Issue to be despatched to the Shareholders
“Completion”	completion of the Placing in accordance with the terms and conditions set out in this Agreement
“Consolidated Shares”	ordinary shares of the Company immediately

	after the Share Consolidation becoming effective
“ES Unsold Rights Shares”	the Rights Shares which would otherwise have been provisionally allotted to the Excluded Shareholders in nil-paid form that have not been sold by the Company
“Excluded Shareholders”	those Overseas Shareholders whom the Rights Shares are not offered
“Existing Shares”	ordinary shares of the Company before the Share Consolidation becoming effective
“GEM”	GEM of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Parties”	third parties independent of and not connected with the Company and its connected persons
“Latest Placing Date”	5 December 2023 or such other date as the Company and the Placing Agent may agree in writing, being the latest date for the Placing Agent to place the Placing Shares
“Latest Time for Acceptance”	4:00 p.m. on Wednesday, 22 November 2023 or such other date and time as may be determined by the Company, being the latest time for acceptance of the offer of and payment for the Rights Shares
“Nil Paid Rights”	rights to subscribe for Rights Shares before the Subscription Price is paid
“No Action Shareholders”	Qualifying Shareholders or their renouncees who do not subscribe for the Rights Shares (whether partially or fully) under the PALs or such persons who are the holders of Nil Paid Rights when such Nil Paid Rights lapse
“Overseas Shareholders”	the Shareholders (whose names appear on the register of members of the Company at the close of business on the Record Date) with registered addresses outside Hong Kong

“PALs”	the provisional allotment letters issued to the Qualifying Shareholders for the Rights Shares
“Placees”	individuals, corporate, institutional investors or other investors procured by the Placing Agent and/or its sub-placing agents to subscribe for the Placing Shares pursuant to the Placing Agreement
“Placing”	the placing of the Placing Shares
“Placing Period”	the period commencing from the first business day after the date of the announcement of the number of Placing Shares (which is expected to be 28 November 2023) and ending at 6:00 p.m. on the Latest Placing Date (or such other date and time as agreed between the Company and the Placing Agent), being the period during which the Placing Agent will seek to effect the Placing
“Placing Price”	the placing price of the Placing Shares, which shall not be less than the Subscription Price and the final price of which is dependent on the demand and market conditions of the Placing Shares during the Placing
“Placing Shares”	the Unsubscribed Rights Shares and the ES Unsold Rights Shares
“Prospectus”	the prospectus to be issued to the Shareholders containing details of the Rights Issues
“Prospectus Documents”	the Prospectus and the PAL
“Qualifying Shareholders”	Shareholders, other than Excluded Shareholders, whose names appear on the register of members of the Company at the close of business on the Record Date
“Record Date”	7 November 2023, or such other date as may be determined by the Company for the determination of the Shareholders’ entitlements to the Rights Issue
“Rights Issue”	the issue of the Rights Shares by way of rights on the basis of five Rights Shares for every one Share in issue
“Rights Shares”	up to 156,780,000 new Consolidated Shares to

	be allotted and issued under the Rights Issue
“SFC”	the Securities and Futures Commission
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Shares”	the Existing Shares and/or Consolidated Shares, as the case may be
“Share Consolidation”	the consolidation of every five Existing Shares into one Consolidated Share
“Shareholders”	holders of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Price”	the subscription price of HK\$0.23 per Rights Share under the Rights Issue
“Takeovers Code”	The Hong Kong Code on Takeovers and Mergers
“Unsubscribed Rights Shares”	the Rights Shares that are not subscribed by the Qualifying Shareholders
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong

- 1.2 Headings are for convenience only and shall not affect the definition of this Agreement.
- 1.3 References to the singular number include the plural and vice versa and references to one gender include every gender.
- 1.4 References to Clauses and Recitals are to clauses and recitals to this Agreement.
- 1.5 References in this Agreement to time are to Hong Kong time.

2. **PLACING**

- 2.1 Upon and subject to the terms and condition set out in this Agreement, the Placing Agent agrees, as agent of the Company, to procure, on a best effort basis, Places to subscribe for the Placing Shares during the Placing Period, at no less than the Subscription Price. The Placing Agent may carry out the Placing itself and/or, at its own expenses, through such other sub-placing agents as the Placing Agent may agree with the Company. The Placing Agent shall procure that such other sub-placing agents shall comply with all relevant obligations to which the Placing Agent is subject under the terms of this Agreement.

- 2.2 The Company hereby appoints the Placing Agent as its agent to procure, on a best effort basis, Placees to subscribe for the Placing Shares, during the Placing Period, on and subject to the terms and condition set out in this Agreement. Any transaction properly carried out by the Placing Agent pursuant to this Agreement shall constitute a transaction carried out by the Placing Agent at the request of the Company and as its agent and not on account of or for the Placing Agent. The Placing Agent shall not be responsible for any loss or damage (except for any loss or damage which is caused, directly or indirectly, by fraud, wilful default or negligence on the part of the Placing Agent, or any sub-agent appointed by the Placing Agent pursuant to Clause 2.1) to the Company arising directly or indirectly from any such transaction (other than as a result of non-compliance by the Placing Agent with its obligations under this Agreement).
- 2.3 The Company hereby confirms that the foregoing appointment confers on the Placing Agent all powers, authorities and discretion on its behalf which are necessary for, or incidental to, the Placing and hereby agrees to ratify and confirm any act which the Placing Agent shall or may lawfully and reasonably do or have done pursuant to or in anticipation of the terms and condition of this Agreement subject to the provisions contained herein.
- 2.4. The Company shall allot and issue the Placing Shares in accordance with the Articles of Association of the Company, applicable laws of Hong Kong and the rules and regulation of the Stock Exchange, and the Placing Shares, when allotted and issued, shall rank *pari passu* in all respects among themselves and with the Consolidated Shares in issue and be free from all liens, charges, encumbrances and third-party rights together with all rights attaching thereto as at the date of issue and allotment of the Placing Shares, including but not limited to the rights to receive all future dividends and other distribution thereafter declared, made or paid.
- 2.5 By no later than the Latest Placing Date, the Placing Agent shall deliver to the Company and the Stock Exchange the names, address and denominations (in board lots or otherwise) in which the Placing Shares to be registered and, where relevant, the CCASS accounts to which the Placing Shares are to be credited. The choice of the Placees shall be determined by the Placing Agent at its sole discretion subject to compliance with the GEM Listing Rules.
- 2.6 The Placing Agent shall ensure that the Placing Shares are placed only to institutional, corporate or individual investors who and whose ultimate beneficial owners shall be Independent Third Parties, such that:
- (i) no Placee shall become a substantial Shareholder immediately following the Placing;
 - (ii) the Placing will not have any implication 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;
 - (iii) the Placing will not have any implication 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

- (iv) the Placing will not result in the Company incapable of complying with the public float requirements under the GEM Listing Rules immediately following the Placing.

3. CONDITIONS

3.1 The Placing is conditional upon the fulfilment of the following conditions:

- (i) the passing by the Shareholders (including the independent Shareholders) at the general meeting of the Company of the necessary resolutions to approve the Share Consolidation and the Rights Issue;
- (ii) the GEM Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the Rights Shares;
- (iii) none of the representations, warranties or undertakings contained in this Agreement being or having become untrue, inaccurate or misleading in any material respect at any time before the Completion, and no fact or circumstance having arisen and nothing having been done or omitted to be done which would render any of such undertakings, representations or warranties untrue or inaccurate in any material respect if it was repeated as at the time of Completion; and
- (iv) all necessary consents and approvals to be obtained on the part of each of the Placing Agent and the Company in respect of this Agreement and the transactions contemplated thereunder having been obtained; and
- (v) this Agreement not having been terminated in accordance with the provisions hereof.

3.2 Conditions (i) and (ii) shall not be waived by the Company or the Placing Agent. In the event any of the conditions referred to in Clause 3.1 is not fulfilled on or before 5 December 2023 (or such later date as may be agreed between the parties hereto), 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. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

4.1 The Company hereby represents, warrants and undertakes to the Placing Agent that:

- (i) the Placing Shares shall be allotted and issued in accordance with the Articles of Association of the Company, all applicable laws of Hong Kong and the rules and regulations of the Stock Exchange, and the Placing Shares, when allotted and issued, shall rank *pari passu* in all respects among themselves and with the Consolidated Shares in issue and be free from all liens, charges, encumbrances and third-party rights together with all rights attaching thereto as at the date of issue and allotment of the Placing Shares,

including but not limited to the rights to receive all future dividends and other distributions thereafter declared, made or paid;

- (ii) subject to the fulfilment of the conditions referred to in Clause 3.1, the Company has full power and authority to issue the Placing Shares and has obtained all the relevant approvals and consents required for the allotment and issue of the Placing Shares;
- (iii) the Company has the power to enter into this Agreement and this Agreement has been duly authorised and executed by, and constitutes legal, valid and binding obligations of the Company which shall be enforceable against the Company in accordance with its terms and condition;
- (iv) The Company undertakes to indemnify the Placing Agent, against all or any costs, expenses (including reasonable legal fees as they are incurred), fees, claims, actions, liabilities, demands, proceedings or judgments (including, but not limited to, all such losses, costs, charges or expenses suffered or incurred in disputing or defending any proceedings and/or in establishing its rights to be indemnified pursuant to this Clause 4.1 and/or in seeking advice in relation to any proceedings) brought or established against either of the Placing Agent or by any governmental agency, regulatory body or other person:
 - (a) arising out of or in connection with any breach of any of the warranties and representations contained in Clauses 4.1(i), 4.1(ii) and 4.1(iii); or
 - (b) which are directly occasioned by or resulting from or are attributable to the performance by the Placing Agent of its obligations under this Agreement and which does not in any such case arise from the negligence, breach of this Agreement, fraud or willful default of the Placing Agent.

4.2 The Placing Agent hereby represents, warrants and undertakes to the Company that:

- (i) it has power to enter into this Agreement and this Agreement has been duly authorised and executed by, and constitutes legal, valid and binding obligations of the Placing Agent which shall be enforceable against the Placing Agent in accordance with its terms and condition;
- (ii) in each jurisdiction in which the Placing Agent solicits subscription for the Placing Shares, the Placing Agent will do so in accordance with all applicable laws, rules and regulations in force in such jurisdiction. The Placing Shares shall not be offered to or placed in circumstances which would constitute an offer to the public in Hong Kong within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or in any other place or in any manner in which the securities laws, rules or regulations of any place may be infringed or not complied with;

- (iii) no action has been or will be taken directly or indirectly in any jurisdiction that would result in a public offering of the Placing Shares and neither it nor persons acting on its behalf will offer or sell any Placing Shares otherwise than in compliance with applicable laws and regulations in each jurisdiction in which any such offer or sale takes place;
 - (iv) the Placing Agent will use its best endeavours and make all reasonable enquiries to ensure that the Placees and their respective ultimate beneficial owners (if applicable) will be Independent Third Parties, and not connected with or acting in concert with, the Company, its connected persons (as defined under the GEM Listing Rules) and their respective associates (as defined under the GEM Listing Rules);
 - (v) the Placing Agent will use its best endeavours and make all reasonable enquiries to ensure that none of the Placee will, immediately upon the Completion, become a substantial Shareholder (as defined under the GEM Listing Rules).
 - (vi) the Placing Agent will make available and promptly supply, or to procure the relevant Placees to make available and promptly supply, to the Stock Exchange and the SFC or any other relevant authority all information in relation to the Placees which may be required by the Stock Exchange, the SFC and/or such other authority;
 - (vii) the Placing Agent will ensure the fulfilment and compliance of all applicable rules and regulations of the Stock Exchange and if applicable, the rules and codes of the SFC in relation to its role as placing agent for the Placing and will issue appropriate written confirmation of such fulfillment and compliance upon request by the Company and/or the relevant authority; and
 - (viii) it is an Independent Third Party.
- 4.3 Each party to this Agreement undertakes that, save for the Announcement, the Circular, the Prospectus Documents and any other disclosure as may be required to be made in compliance with the GEM Listing Rules or any other applicable laws, rules and regulations and/or as may be required by the relevant authority, no announcements, press releases or other general public disclosure in relation to the Placing shall be made by any of them without the prior written consent of the other party (such consent shall not be unreasonably withheld or delayed).
- 4.4 The representations, warranties and undertakings contained in this Clause are deemed to be given as at the date of this Agreement and shall be deemed to be repeated on the date of the Completion as if given on such date with reference in each case to the facts and circumstances then subsisting and shall remain in full force and effect notwithstanding Completion. Each party hereto hereby undertakes to notify the other party to this Agreement of any matter or event coming to its attention which may render any of the representations, warranties or undertakings

untrue or inaccurate or misleading in any material respect at any time prior to the date of the Completion

5. COMPLETION

Completion of this Agreement shall take place on 8 December 2023 (or such other date and time as the parties hereto may agree in writing) when the following businesses shall be transacted:

- (i) the Placing Agent or its sub-placing agents shall transfer to a bank account designated by the Company, by way or cashier order or cheque in Hong Kong dollars for value to the Company (or by the other method of payment as the parties hereto may agree) of an amount equal to the Placing Price multiplied by the number of the Placing Shares actually placed by it less the amounts deducted by the Placing Agent under Clause 6; and
- (ii) the Company shall allot and issue to the Placees such number of the Placing Shares subscribed by them and shall procure that the Places or their nominees be registered on the register of members of the Company in Hong Kong in respect thereof, and shall arrange to deliver to the Placing Agent the definitive share certificates in the form of jumbo certificate or in such denomination as the Placing Agent may instruct pursuant to Clause 2.5 issued in the names of the Places or their nominees in respect of such number of Placing Shares to be subscribed by each of them respectively and in accordance with such instructions referred to above or arrange for the Placing Shares to be deposited into CCASS in accordance with such instructions and the Prospectus.

6. COMMISSIONS AND EXPENSES

- 6.1 Subject to Completion, the Company shall pay to the Placing Agent a placing commission of 1% of the actual gross proceeds from the subscription of the Placing Shares, and 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).
- 6.2 Subject to Clause 6.3, the Company will pay all out-of-pocket expenses properly and reasonably incurred by the Placing Agent in connection with the Placing, and 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).
- 6.3 Each of the parties hereto shall be responsible for its own legal and other professional fees and expenses in connection with the preparation of this Agreement.

7. TERMINATION

- 7.1 Notwithstanding anything contained in this Agreement, the Placing Agent may terminate this Agreement without any liability to the Company save for antecedent breach under this Agreement prior to such termination, by notice in writing given to the Company at any time prior to the Latest Placing Date upon the occurrence of

the following events which, in the reasonable opinion of the Placing Agent, to be material in the context of the Placing or has or may have a material adverse effect on the business or financial conditions or prospects of the Group or the success of the Placing or the full placement of all of the Placing Shares or has or may otherwise make it inappropriate, inadvisable or inexpedient to proceed with the Placing on the terms and in the manner contemplated in this Agreement if there develops, occurs or comes into force:

- (i) the Company fails to comply with its material obligations under this Agreement;
 - (ii) the occurrence of any event, development or change (whether or not local, national or international or forming part of a series of events, developments or changes occurring or continuing before, on and/or after the date of this Agreement) and including an event or change in relation to or a development of an existing state of affairs of a political, military, industrial, financial, economic, fiscal, regulatory or other nature, resulting in a change in, or which may result in a change in, political, economic, fiscal, financial, regulatory or stock market conditions and which in the Placing Agent's reasonable opinion would materially and adversely affect the success of the Placing; or
 - (iii) any of the warranties of the Company under this Agreement is not, or has ceased to be, true, accurate and not misleading in material respect by reference to the facts subsisting at the time.
- 7.2 If (i) notice is given pursuant to Clause 7.1 or (ii) all the Rights Shares have been taken up by the Qualifying Shareholders and/or the holders of the Nil Paid Rights on or before the Latest Time for Acceptance, this Agreement shall terminate and be of no further effect and neither party shall be under any liability to the other party in respect of this Agreement save for any antecedent breach under this Agreement prior to such termination.

8. MISCELLANEOUS

- 8.1 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding Completion except in respect of those matters which have already been performed.
- 8.2 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of parties hereto may execute this Agreement by signing any such counterparts.
- 8.3 This Agreement shall be binding on and endure for the benefit of the successors of the parties hereto but assignment may only be made after prior written consent of the other party has been given.

9. NOTICE

- 9.1 All notice required to be given hereunder shall be delivered personally or sent by pre-paid post to the party due to receive such notice at its address set out herein, or to such other address as the relevant party shall have notified to the other parties hereto in accordance with the terms hereof.

Placing Agent

Address: 10/F., Winbase Centre, 208 Queen's Road Central, Sheung Wan, Hong Kong

Attention: The Board of Directors

Company

Address: Suite 2201, 22/F., China Resources Building, 26 Harbour Road, Wanchai, Hong Kong

Attention: The Board of Directors

- 9.2 Subject to Clause 9.1, any such notice will be deemed to be served if sent by hand at the time when the same is handed to or left at the address of the party to be served, and if sent by post on the day (excluding Sundays or Hong Kong public holidays) after the day of posting.

10. TIME OF ESSENCE

Time shall be of the essence of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.
- 11.2 The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 11.3 Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.

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

EXECUTION PAGE

THE COMPANY

Signed by Yau Yan Yuen

for and on behalf of

**ROYAL CENTURY RESOURCES
HOLDINGS LIMITED**

in the presence of

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EXECUTION PAGE

THE PLACING AGENT

Signed by

for and on behalf of

SBI E2-CAPITAL SECURITIES LIMITED

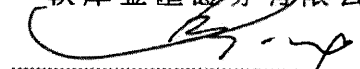
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For and on behalf of

SBI E2-Capital Securities Limited

軟庫金匯證券有限公司



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Authorized Signature(s)