

DATED the 16th day of September 2025

CAPITAL VC LIMITED

(as issuer)

AND

ASTRUM CAPITAL MANAGEMENT LIMITED

(as placing agent)

SUPPLEMENTAL PLACING AGREEMENT

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

THIS SUPPLEMENTAL PLACING AGREEMENT (this “**Supplemental Placing Agreement**”) is made on the 16th day of September 2025.

BETWEEN:

- (1) **CAPITAL VC LIMITED**, an exempted company incorporated in Cayman Islands and carrying on business in Hong Kong as CNI VC Limited, the issued shares of which are listed on Main Board of the Stock Exchange (stock code: 2324) and its principal place of business in Hong Kong is situated at Room 506, 5/F, New World Tower I, 18 Queen’s Road Central, 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 13 August 2025, 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 The definitions of the following terms under Clause 1.1 of the Placing Agreement shall be superseded and replaced as follows:-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 Monday, 23 February 2026 or such later date as the Company and the Placing Agent may

agree in writing, being the latest time to terminate the Placing Agreement

“Long Stop Date” **31 March 2026** or such later date as may be agreed in writing between the Placing Agent and the Company

“Placing Period” a period commencing from the first Business Day after the date of announcement of the number of Unsubscribed Rights Shares and the NQS Unsold Rights Shares, which is expected to be **Thursday, 5 February 2026**, and ending at **4:00 p.m. on Friday, 20 February 2026**

“Record Date” **Tuesday, 13 January 2026** or such other date as may be determined by the Company, being the date for determining entitlements of Shareholders to participate in the Rights Issue

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

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

THE COMPANY

SIGNED by **CHAN Cheong Yee**
duly authorized for and on behalf of
CAPITAL VC LIMITED

in the presence of : **KONG Fanpeng**

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SIGNATURE PAGE

THE PLACING AGENT

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



