

DATED 24 JANUARY 2022

CA CULTURAL TECHNOLOGY GROUP LIMITED (1)
(the “Company”)

- and -

RIFA SECURITIES LIMITED (2)
(the “Placing Agent”)

THIRD SUPPLEMENTAL PLACING AGREEMENT
in relation to the placing of up to 98,170,000
new shares at HK\$0.270 per share
of
CA Cultural Technology Group Limited

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Ref: CF/TT/NC/8689/21/CCY (LYY)

THIRD SUPPLEMENTAL PLACING AGREEMENT

THIS THIRD SUPPLEMENTAL PLACING AGREEMENT (the “**Third Supplemental Agreement**”) is made on the 24th day of January 2022.

BETWEEN:

- (1) **CA CULTURAL TECHNOLOGY GROUP LIMITED**, a company incorporated in the Cayman Islands with limited liability whose registered office is situated at Cricket Square Hutchins Drive P.O. Box 2681 Grand Cayman KY1-1111 Cayman Islands and having its principal place of business in Hong Kong at Suites 2905, 29/F China Resources Building, 26 Harbour Road, Wanchai, Hong Kong (the “**Company**”); and
- (2) **RIFA SECURITIES LIMITED**, a company incorporated in Hong Kong with limited liability whose registered office is situated at Level 7, 28 Hennessy Road, Hong Kong (the “**Placing Agent**”).

RECITALS:

- (A) The parties hereto entered into a placing agreement dated 29 December 2021 (the “**Original Agreement**”) in relation to the Placing (as defined in the Original Agreement) of a total of up to 98,170,000 Placing Shares (as defined in the Original Agreement) at the Placing Price of HK\$0.405 (as defined in the Original Agreement) per Placing Share, to be procured on a best effort basis not less than six (6) Placees (as defined in the Original Agreement), on the terms and conditions set out in the Original Agreement.
- (B) On 30 December 2021, the parties hereto entered into a supplemental placing agreement dated 30 December 2021, and on 12 January 2022, the parties hereto entered into a second supplemental placing agreement dated 12 January 2022 (the “**Second Supplemental Agreement**”) The purposes of both agreements are to vary the terms of the Original Agreement on the terms and conditions set out therein.
- (C) The parties hereto have agreed to vary the terms of the Original Agreement in the manner contained herein.

IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

Unless the context requires otherwise, terms and expressions defined and construed in the Original Agreement shall have the same meanings and construction when used in this Third Supplemental Agreement.

2. EFFECT

2.1 Effective from the date of this Third Supplemental Agreement, the Original

Agreement shall be amended as set out in Clause 3 hereinbelow and any reference in the Original Agreement or in any related agreement or document to any provision of the Original Agreement shall, unless the context otherwise requires, be construed as a reference to such provision as the same has been amended pursuant to the provisions of this Third Supplemental Agreement or may otherwise have been, or from time to time be, amended or supplemented.

- 2.2 Upon this Third Supplemental Agreement becoming effective, the Second Supplemental Agreement shall be terminated and ceased to be effective.
- 2.3 This Third Supplemental Agreement shall be construed as forming part of the Original Agreement and this Third Supplemental Agreement when read with the Original Agreement shall be construed as one and the same instrument.
- 2.4 Save as otherwise expressly provided in this Third Supplemental Agreement, the Original Agreement shall continue in full force and effect with its terms.
- 2.5 Each of the parties hereto hereby agrees and consents to the making of the amendment described in Clause 3 hereinbelow.

3. VARIATION

- 3.1 The parties hereto agree and consent to amend the following clauses of the Original Agreement to the effect that the following clause(s) shall be construed as forming part of the Original Agreement in lieu of the respective recitals, definitions, clauses and schedules originally set out in the Original Agreement:

Definition Clause of the Original Agreement

By deleting in its entirety the definition “Placing Price” of the Original Agreement and substituting therefore the following new definition clause for “Placing Price”:

“**Placing Price**” means HK\$0.270 per Placing Share (exclusive of any brokerage, SFC transaction levy and Stock Exchange trading fee as may be payable);”

Clause 3(C) of the Original Agreement

By deleting in its entirety the Clause 3(C) of the Original Agreement and substituting therefore the following new Clause 3(C):

“3(C) In the event any of the conditions referred to in Clause 3(A) is not fulfilled on or before 31 January 2022 (or such later date as may be agreed between the parties hereto in writing), all rights, obligations and liabilities of the Company and the Placing Agent in relation to the Placing shall cease and determine and that they shall both be released from all their respective obligations pursuant to the Placing Agreement and neither party shall have any claim against one another for costs, damages, compensation or otherwise arising under this Agreement, save and except for any

antecedent breaches of this Agreement.”

4. GENERAL PROVISIONS

- 4.1 Entire Agreement: This Third Supplemental Agreement (together with any document described in or expressed to be entered into in connection with this Third Supplemental Agreement) constitutes the entire agreement between the parties hereto in relation to the transaction(s) referred to it or in them and supersedes any previous agreement between the parties hereto in relation to such transaction(s).
- 4.2 Counterparts: This Third Supplemental Agreement may be executed in any number of counterparts all of which, taken together, shall constitute one and the same agreement. Any party hereto may enter into this Third Supplemental Agreement by executing any such counterpart.
- 4.3 Governing Law and Jurisdiction: This Third Supplemental Agreement (together with all documents referred to in it) shall be governed by and construed and take effect in accordance with the laws of Hong Kong. With respect to any question, dispute, suit, action or proceedings arising out of or in connection with this Third Supplemental Agreement, each party irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.
- 4.4 Third Party Rights: A person who is not a party to this Third Supplemental Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any term of this Third Supplemental Agreement.

EXECUTION PAGE

IN WITNESS whereof the parties have executed this Third Supplemental Agreement the day and year first above written.

The Company

SIGNED by

for and on behalf of
**CA CULTURAL TECHNOLOGY
GROUP LIMITED**
in the presence of:



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)

For and on behalf of
CA Cultural Technology Group Limited
華夏文化科技集團有限公司



Authorized Signature(s)

The Placing Agent

SIGNED by CHAN KA FAI STEPHEN)
)
for and on behalf of)
RIFA SECURITIES LIMITED)
in the presence of: TANG KAI SHING)



For and on behalf of
Rifa Securities Limited
日發證券有限公司



Authorized Signature(s)