國投證券有限公司
Gransing Securities Co., Limited

PLACING LETTER

28 April 2025

STRICTLY CONFIDENTIAL

Wan Cheng Metal Packaging Company Limited 萬成金屬包裝有限公司 (6231704)
18/F V.heun Building,
138 Queens Road Central,
Central, Hong Kong]
E-mail: wancheng8291@gmail.com

Dear Sir(s)/Madam(s),

Re : Luxxu Group Limited (Stock code: 1327) (the "Company")
Placing of Unsubscribed Rights Shares and the ES Unsold Rights Shares of the Company (the "Placing Shares") at HK$0.15 per Placing Share (the "Placing")

We refer to our recent telephone conversation and/or email correspondence during which an oral contract was concluded between us (acting on behalf of Company) and you whereby you agreed, on the terms and conditions stated below, to accept the Placing participation of **9,380,000 Placing Shares (the "Allocated Shares")** at HK$0.15 for each Placing Share (the "**Placing Price**"). Under a placing agreement dated 2 December 2024 (the "**Placing Agreement**") made between Astrum Capital Management Limited ("**Astrum**") and the Company, Astrum has agreed to procure placees on a best efforts basis to subscribe for the Placing Shares subject to the conditions (the "**Placing Conditions**"). The Placing Agreement may be terminated if any of the condition(s) is not fulfilled on or before 30 June 2025 or such later dates as may be agreed, in which case our contract with you will also terminate. Completion of the Placing will take place on 12 May 2025 (the "**Placing Completion Date**") and the dealings in fully-paid Placing Shares will commence at 9 a.m. on 13 May 2025.

1. The Placing Shares will rank *pari passu* in all respects with all other shares of the Company presently in issue and will be alloted and issued to the placees free from all liens, charges, encumbrances, claims, options and all other third party rights and together with all rights attaching thereto as at the date of the issue and allotment, including the right to all dividends or other distributions which may be declared, paid or made after the date of the issue and allotment.

2. The subscription by you or by the subscribers procured by you (the "**Subscribers**") for the Placing Shares is conditional upon the HKEX Listing Committee of The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") granting or agreeing to grant the listing of, and permission to deal in, the Placing Shares.

3. Settlement of your subscription for the Placing Shares will be effected, subject to satisfaction of the Placing Condition set out in the Placing Agreement, by depositing the amount of **HK$1,414,035.00** (the "**Settlement Moneys**") in respect of (i) the full amount payable for the number of the Placing Shares purchased by you as set out above (the "**Purchase Moneys**") together with; and (ii) brokerage of 0.50 per cent. of the Purchase Moneys on or before 10:00 a.m. on the second Business Day immediately prior to the Placing Completion Date (i.e. [8] May 2025) to our following bank accounts:

Name of Bank	:	Hang Seng Bank Ltd
Name of beneficiary	:	Gransing Securities Co Limited
Bank account number	:	024-388-253908-001
Reference	:	Luxxu Group Limited (1327)

4. If your remittance for the aforesaid amounts is not received by us by the time stipulated above, we will have the right to elect either:

(a) to be deemed to have your instruction and authority to pay on your behalf (or the Subscribers' behalf, as the case may be) the said amounts for the Placing Shares, in which event you will reimburse us therefor and, in addition, pay to us for every 24 hours, or part thereof, during which we have not been reimbursed as aforesaid interest on the overdue amounts calculated on the basis of **10%** per annum above the prime lending rate in Hong Kong dollars quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited at 12:00 noon (Hong Kong time) on the date falling immediately after the due date, calculated on a daily accrued basis;

(b) to terminate any contract which you have or the Subscribers have entered into to subscribe for the Placing Shares or any of them, in which event all obligations and liabilities on the part of the Company or ourselves arising in connection herewith shall cease and determine but without prejudice to any claim which we or the Company may have against you or the Subscribers arising out of your failure to comply with your obligations hereunder; or

(c) to terminate such contract as aforesaid and to arrange for the allotment and issue of the Placing Shares or any of them at such price as we may in our absolute opinion determine and pursue you for any shortfall.

5. Your agreement to subscribe for, or your agreement to procure the Subscribers to subscribe for, the Placing Shares constitutes your instruction and authority for us (or some person nominated by us for such purpose) on your or the Subscribers' behalf to execute any registration or other forms or documents and generally to do all such other things as we (or such other person) may consider necessary or desirable to effect registration of the Placing Shares under the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited in your or the Subscribers' name or in such names as you or the Subscribers may direct (or in accordance with the details set out in the attached form of registration details) or otherwise to give effect to your or the Subscribers' subscription for the Placing Shares and related arrangements. You undertake to sign all documents and to do all such other acts and things necessary to enable you or the Subscribers (or the person specified in the attached form of registration details) to be registered as the holder of the Placing Shares subject to the bye-laws of the Company. You shall at all times comply with all rules and guidelines applicable to the Placing under The Rules Governing the Listing of Securities on the Stock Exchange (the "**Listing Rules**"), all applicable laws and regulations and the terms of this Agreement in relation to the Placing; and shall supply all such information to us, the Stock Exchange

and SFC about the Placees as the Stock Exchange or SFC may require for the purpose of or in connection with the Listing Rules and other relevant regulations on a timely basis.

6. Neither we nor any of our officers or employees has any authority to make any representation or warranty, express or implied, with respect to the information contained in this letter, nor shall any such person be liable to any placee(s) under the Placing in respect of the information contained herein or therein or the basis of any of the opinions expressed herein or therein or for any omission or inaccuracy contained herein or therein. By counter-signing the enclosed copy of this letter and returning it to us, you acknowledge and agree to the foregoing and that you have not relied on any representation not contained in this letter.

7. You have confirmed that you (on behalf of yourself and, where applicable, as agent of your clients and their respective ultimate beneficiaries) and the Subscribers (and the respective ultimate beneficial owners of whom) are independent of, not connected with (within the meaning of the Listing Rules) and not acting in concert with (within the meaning of the Hong Kong Code on Takeovers and Mergers ("**Code**")) the Company, the directors, the management shareholders, the substantial shareholders or the chief executives of the Company or any of its subsidiaries or any of their respective associates (within the meaning of the Listing Rules), and all of your sub-placees (and their ultimate beneficial owners), if any, of the Placing Shares are independent of and not connected with (within the meaning of the Listing Rules) and not acting in concert with (within the meaning of the Code) the Company, the directors, the management shareholders, the substantial shareholders or the chief executives of the Company or any of its subsidiaries or any of their respective associates (within the meaning of the Listing Rules).

8. You have confirmed that:

(a) you (on behalf of yourself and, where applicable, as agent of your clients and their respective ultimate beneficiaries) and/or your ultimate beneficial owners, and all purchasers of the Placing Shares procured by you (if any), are independent from and not directly or indirectly funded or backed by the directors, chief executive, management shareholders and substantial shareholders of the Company and its subsidiaries and their respective associates (within the meaning of the Listing Rules) and parties acting in concert with them (for the purpose of the Hong Kong Code on Takeovers and Mergers);

(b) you (on behalf of yourself and, where applicable, as agent of your clients and their respective ultimate beneficiaries) and/or your ultimate beneficial owners, and all purchasers of the Placing Shares procured by you (if any), are not persons who are accustomed to take instructions from a connected person (as defined in the Listing Rules) in relation to the acquisition, disposal, voting or any other disposition of securities in the Company;

(c) you (on behalf of yourself and, where applicable, as agent of your clients and their respective ultimate beneficiaries) and/or your ultimate beneficial owners, and all purchasers of the Placing Shares procured by you (if any), did not hold any interests in the Company prior to the Placing;

(d) you (on behalf of yourself and, where applicable, as agent of your clients and their respective ultimate beneficiaries) and/or your ultimate beneficial owners, and all purchasers of the Placing Shares procured by you (if any) in the enclosed Form of Acknowledgement will not become a substantial shareholder of the Company (being anyone who is entitled to exercise, or control the exercise of, 10% or more of the voting power at any general meetings of the Company) as a result of subscribing for and/or purchasing the Allocated Shares.

(e) you (on behalf of yourself and, where applicable, as agent of your clients and their respective ultimate beneficiaries) and/or your ultimate beneficial owners, and all purchasers of the Placing Shares procured by you (if any), have no previous business relationship with the Company;

(f) you acknowledge your rights and obligations under the Personal Data (Privacy) Ordinance and understand that information and personal data provided by you is required by us to perform services relating to the Placing and to observe any rules, legal or regulatory requirements including the disclosure of such data to certain regulatory bodies. Also we and/or the Company may at any time provide such data to any agent, representative and associate which provides services in connection with the Placing and to any governmental or regulatory bodies (including, without limitation, the Stock Exchange and the SFC);

(g) you had at all times and still have full power and authority to enter into the contract recorded in this letter to subscribe for or acquire the Placing Shares for you and/or your ultimate beneficial owners and all purchasers of the Placing Shares procured by you (if any);

(h) you will indemnify and hold harmless each of the Company and ourselves against any and all losses, liabilities, claims, charges, expenses, actions and demands which the Company and/or we may incur or which may be made against the Company and/or us arising out of, or in connection with the making by you of, any unauthorised representations or the breach by you of any of the terms and conditions set out in this letter. No claim shall be made by you against us to recover any damage, cost, charge or expense which you may suffer or incur by reason of or arising from the carrying out by you of the work to be done by you pursuant hereto or the performance of your obligations hereunder or otherwise in connection with the Placing except for any loss or damage arising out of any fraud, willful default or gross negligence on our part;

(i) you will comply with all the disclosure obligations in respect of the subscription and holding of the Placing Shares under Part XV of the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong).

9. You will provide us with a list of the ultimate beneficial owners of the Subscribers with copies of the duly signed forms of acknowledgement from you and the Subscribers, in the form attached to this letter.

10. Our agreement in respect of your Placing participation is made on a further condition that no reallowance in respect of any part of such participation in the Placing may be granted to any person in excess of the reallowance then applicable to the Placing Price in respect of those Shares of which the reallowance is made.

11. This letter of confirmation and all the attachments constitutes the whole agreement between the parties hereto and no variations hereof shall be effective unless made in writing.

12. Time shall be of the essence in this letter of confirmation.

13. You should be aware of your rights and obligations under the Personal Data (Privacy) Ordinance. Information and personal data provided by you to us and/or our agent, in connection with the Placing

are required and will be used to enable us and/or our agent:

(a) to perform our obligations in connection with the Placing including (i) procuring the Placing Shares subscribed for by you or the Subscribers to be allotted and issued in accordance with your instructions and (ii) informing the registrars of the Company of your delivery instructions;

(b) to observe any rules, legal or regulatory requirements including the disclosure of such data to certain regulatory bodies; and

(c) for any purposes related to any of the above.

In addition, we may provide such data to any of our agents, representatives and associates which provides services in connection with the above.

By signing and returning the attached form of acknowledgement enclosed herewith, you undertake that, in the event that you or the Subscribers are subscribing for the Placing Shares for the account of any of your respective clients being an individual, you shall procure that such client shall be informed of the foregoing provisions and shall agree to be bound by the foregoing provisions as if such client were party to the agreement evidenced by this letter.

14. This letter is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"). You hereby agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts.

Please acknowledge your receipt of this letter which sets out the terms and conditions of the oral contract concluded between us relating to your acceptance of the Placing participation for the Placings Shares signing and returning the enclosed Form of Acknowledgement as soon as possible, and in any event, so as to reach us by not later than [18:00] on [*] April 2025. The documents should, whenever possible, be returned to us by personal delivery. In the alternative, they may be delivered to us for the attention of Mr./Ms. [*] by facsimile, at fax no. (852) [*], with the original to be delivered to us personally as soon as possible.

No amendment to the terms and conditions of this placing letter shall be acceptable to us.

Yours faithfully,
For and on behalf of
Gransing Securities Co., Limited

____

Annie Wong

Responsible Officer

FORM OF ACKNOWLEDGEMENT

Date : 29 April 2025
To : Gransing Securities Co Limited (the "**Placing Agent**")
Attn : ECM Department
Fax : (852) 2544 8439
E-mail: ecm@gransing.com
From : Wan Cheng Metal Packaging Company Limited 萬成金屬包裝有限公司 (6231704)

Dear Sir(s)/Madam(s),

Re : Luxxu Group Limited (Stock code: 1327) (the "Company")
Placing of Unsubscribed Rights Shares and the ES Unsold Rights Shares of the Company (the "Placing Shares") at HK$0.15 per Placing Share (the "Placing")

I/We confirm that your letter dated 28 April 2025 to me/us correctly records the terms of the contract between you as agent for the Company and me/us relating to my/our purchase or procurement of purchase of **9,380,000 Placing Shares** (the "**Contract**").

I/We also represent, warrant and undertake that:

(i) I/We and my/our ultimate beneficial owners, and all purchasers of the Placing Shares procured by me/us (if any), are independent from and not directly or indirectly funded or backed by the directors, chief executive, management shareholders and substantial shareholders of the Company and its subsidiaries and their respective associates (as defined in the Rules Governing the Listing of Securities on the Stock Exchange) and parties acting in concert with them (for the purpose of the Hong Kong Code on Takeovers and Mergers);

(ii) My/our subscription or purchase of the Allocated Shares is / are made by:-
(please tick and complete as appropriate)

- ☐ myself / ourselves as the ultimate beneficiary; or
- ☑ who is the ultimate beneficiary; or
- ☐ the discretionary investment fund managed by me/us; or
- ☐ the discretionary account managed/operated by a designated person
- ☐ the principal to whom we act as an agent, identity and information of whom will be submitted to the Stock Exchange and the SFC immediately upon notification by you;

(iii) I/We (on behalf of myself/ourselves and, where applicable, as agent of your clients and their respective ultimate beneficiaries) and my/our ultimate beneficial owners, and all purchasers of the Placing Shares procured by me/us (if any) in the enclosed Form of Acknowledgement will not become a substantial shareholder of the Company (being anyone who is entitled to exercise, or control the exercise of, 10% or more of the voting power at any general meetings of the Company) as a result of subscribing for and/or purchasing the Allocated Shares.

(iv) I/We (on behalf of myself/ourselves and, where applicable, as agent of your clients and their respective ultimate beneficiaries) and my/our ultimate beneficial owners, and all purchasers of the Placing Shares procured by me/us (if any), are not persons who are accustomed to take instructions from a connected person (as defined in the Listing Rules) in relation to the acquisition, disposal, voting or any other disposition of securities in the Company;

(v) I/We (on behalf of myself/ourselves and, where applicable, as agent of your clients and their respective ultimate beneficiaries) and my/our ultimate beneficial owners, and all purchasers of the Placing Shares procured by me/us (if any),

☑ currently hold 492,000 shares in the issued share capital of the Company;

☐ do not have any interest in the issued share capital of the Company prior to the Placing

If no indication is made on the above, it shall be taken that I/We do not have any interest in the issued share capital of the Company prior to the Placing

(vi) I/We (on behalf of myself/ourselves and, where applicable, as agent of your clients and their respective ultimate beneficiaries) and my/our ultimate beneficial owners, and all purchasers of the Placing Shares procured by me/us (if any), have no previous business relationship with the Company;

(vii) I/We (on behalf of myself/ourselves and, where applicable, as agent of your clients and their respective ultimate beneficiaries) acknowledge my/our rights and obligations under the Personal Data (Privacy) Ordinance and understand that information and personal data provided by me/us is required by the Placing Agent to perform services relating to the Placing and to observe any rules, legal or regulatory requirements including the disclosure of such data to certain regulatory bodies. Also, the Placing Agent and/or the Company may at any time provide such data to any agent, representative and associate which provides services in connection with the Placing and to any governmental or regulatory bodies (including, without limitation, The Stock Exchange of Hong Kong Limited and the Securities and Futures Commission);

(viii) I/We (on behalf of myself/ourselves and, where applicable, as agent of your clients and their respective ultimate beneficiaries) have not relied on any information, representation or warranty supplied or made by or on behalf of yourselves, the Company or any other party involved in the Placing;

(ix) I/We (on behalf of myself/ourselves and, where applicable, as agent of your clients and their respective ultimate beneficiaries) acknowledge the confidential nature of the matters to which the Placing relates and, accordingly, I/we will not disclose this Contract to any third party without your prior written consent;

(x) I/We (on behalf of myself/ourselves and, where applicable, as agent of your clients and their respective ultimate beneficiaries) and my/our ultimate beneficial owners, and all purchasers of the Placing Shares shall not directly or indirectly, offer or sell any Placing Shares or distribute or publish any document in relation to the Placing or the Placing Shares in any country or jurisdiction, and have not done so, except under circumstances that will result in compliance with any applicable laws and in compliance with the terms and conditions under the Placing Agreement; and

(xi) I/We (on behalf of myself/ourselves and, where applicable, as agent of your clients and their respective ultimate beneficiaries) and my/our ultimate beneficial owners, and all purchasers of the Placing Shares shall indemnify and hold harmless each of the Company and you against any and all losses, liabilities, claims, charges, expenses, actions and demands which the Company and/or you may incur or which may be made against the Company and/or you arising out of, or in connection with the making by us of, any unauthorised representations or the breach by us of any of the terms and conditions set out in this letter. No claim shall be made by us against you to recover any damage, cost, charge or expense which we may suffer or incur by reason of us or arising from the carrying out by us of the work to be done by us pursuant hereto or the performance of our obligations hereunder or otherwise in connection with the Placing except for any loss or damage arising out of any fraud, wilful default or gross negligence on your part.

I/We further undertake that:

(i) I/We will provide to you promptly upon request such information as may be required to be provided to the Securities and Futures Commission and The Stock Exchange of Hong Kong Limited and consent to your use of such information and the registration details set out below for such purpose directly related to the Placing;

(ii) I/We will pay you the Settlement Moneys specified in the Contract in the manner as stipulated in Clause 3 of your letter dated 28 April 2025 under the Contract;

(iii) we and/or our ultimate beneficial owners, and all purchasers of the Placing Shares procured by us (if any) will comply with all the disclosure obligations in respect of the subscription and holding of the Placing Shares under Part XV of the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong).

Yours faithfully,

For and on behalf of
Wan Cheng Metal Packaging Company Limited
萬成金屬包裝有限公司

....
Authorized Signature(s)

Wan Cheng Metal Packaging Company Limited 萬成金屬包裝有限公司
(6231704)

PART 2 - REGISTRATION FORM/DELIVERY INSTRUCTIONS

(PLEASE USE BLOCK LETTERS)

Name of Placee and place of incorporation (in full): Wan Cheng Metal Packaging Company Limited/ Hong Kong

Name of beneficial owner (if applicable): List Company: Hong Kong Entertainment International Holdings Limited (8291)

Address: 18/F V.heun Building, 138 Queens Road Central, Central, Hong Kong.

BR Certificate No./Passport No./Hong Kong I.D. Card No.: 66236516

Share certificates shall be issued in the name of HKSCC Nominees Limited and deposited directly into Central Clearing and Settlement System (CCASS) for initial credit into the stock account maintained by Gransing Securities Co., Limited (name of broker) in CCASS, for further delivery against payment to the account as set out above.

Specimen signature of registered holder with company chop (if applicable).

Delivery Instructions: **SI**

Name of Agent: **Gransing Securities Co., Limited**

Relevant no. of Placing Shares: **9,380,000 shares**

Address: Room 4103, 41/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong

CCASS No.: B01660

Contact Name: Ms Chan

Telephone No.: 3162 6822

Facsimile No.: 2544 8439

For and on behalf of
Wan Cheng Metal Packaging Company Limited
萬成金屬包裝有限公司

Authorized Signature(s)

Wan Cheng Metal Packaging Company Limited萬成金屬包裝有限公司
(6231704)