

SUBJECT TO CERTAIN EXCEPTIONS, THIS EAF IS NOT FOR DISTRIBUTION IN OR INTO ANY OF THE SPECIFIED TERRITORIES. THIS EAF, THE NIL PAID RIGHTS AND THE RIGHTS SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OR UNDER THE APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR UNDER THE SECURITIES LAWS OF ANY OF THE OTHER SPECIFIED TERRITORIES. SUBJECT TO CERTAIN LIMITED EXCEPTIONS, NONE OF THIS EAF, THE NIL PAID RIGHTS SHARES AND THE RIGHTS SHARES MAY BE OFFERED, SOLD, PLEDGED, TAKEN UP, EXERCISED, RESOLD, DELIVERED, DISTRIBUTED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, WITHIN ANY OF THE SPECIFIED TERRITORIES OR IN ANY OTHER COUNTRY, TERRITORY OR POSSESSION WHERE TO DO SO MAY CONTRAVENE LOCAL SECURITIES LAWS OR REGULATIONS. PERSONS INTO WHOSE POSSESSION THIS EAF AND/OR ANY OTHER RIGHT ISSUE DOCUMENTS COME SHOULD INFORM THEMSELVES ABOUT AND OBSERVE ANY SUCH RESTRICTIONS.

bossini

Registrar:

Computershare Hong Kong
Investor Services Limited
Shops 1712-1716, 17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai, Hong Kong

BOSSINI INTERNATIONAL HOLDINGS LIMITED

堡獅龍國際集團有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 592)

Principal place of business in Hong Kong:

2/F, PopOffice
9 Tong Yin Street
Tseung Kwan O
Kowloon, Hong Kong

Registered office:

Victoria Place, 5th Floor
31 Victoria Street
Hamilton HM 10
Bermudas

**RIGHTS ISSUE OF RIGHTS SHARES
AT THE SUBSCRIPTION PRICE OF HK\$0.37 EACH ON
THE BASIS OF ONE(1) RIGHTS SHARE FOR
EVERY TWO(2) EXISTING SHARES
HELD ON THE RECORD DATE
EXCESS APPLICATION FORM**

* for identification purpose only

Name(s) and address of the Qualifying Shareholder(s)

Application can only be made by the Qualifying Shareholder(s) named here.

Total number of excess Rights Shares applied for

Box A

Total subscription monies paid for the excess Rights Shares ^(Note)

Box B

HK\$

Note: All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Bossini International Holdings Limited – Excess Application Account" and crossed "Account Payee Only". All cheques and cashier's orders will be presented for payment immediately following receipt.

To: The Directors

Bossini International Holdings Limited

I/We, being the registered holder(s) named above, hereby irrevocably apply for excess Rights Share(s) (write the number of shares in Box A) at the Subscription Price of HK\$0.37 per Rights Share under the Rights Issue. I/We enclose a separate remittance by cheque or cashier's order in favour of "Bossini International Holdings Limited – Excess Application Account" and crossed "Account Payee Only" for HK\$ (write the full amount in Box B) being payment in full on application for the aforementioned number of excess Rights Shares. I/We hereby request you to allot such excess Rights Shares applied for, or any lesser number as determined by the Directors, to me/us and to send by ordinary post at my/our risk to my/our address shown on the register of members of the Company my/our share certificate(s) for the number of excess Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any application money refundable to me/us. I/We understand that allotment in respect of this application shall be made at the discretion of the Directors on a fair and equitable basis and as far as practicable, in proportion to the number of excess Rights Shares being applied for under each application, and no preference will be given to applications made for topping up odd lots to whole board lots. I/We acknowledge that I am/we are not guaranteed to be allotted all or any of the excess Rights Shares applied for.

I/We hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Prospectus and the PAL and subject to the memorandum of association and the Bye-Laws of the Company. In respect of any excess Rights Shares allotted to me/us, I/we authorise you to place my/our name(s) on the register of members of the Company as holder(s) of such Rights Shares.

➡ 1. 2. 3. 4.

Signature(s) of applicant(s) (all joint applicants must sign)

Name of bank on which

cheque/cashier's order is drawn: _____

Cheque/cashier's order number: _____

Contact telephone number: _____

Date: _____

* For identification purposes only

除若干例外情況外，本額外申請表格不會於或向任何特定地區派發。本額外申請表格、未繳股款供股股份及供股股份並無亦不會根據美國證券法或美國任何州之適用證券法或任何其他特定地區的證券法登記。除若干少數例外情況外，本額外申請表格、未繳股款供股權及供股股份均不得在可能違反任何特定地區或任何其他國家、地區或領地的證券法律或法規的情況下，於上述地點直接或間接提呈發售、出售、抵押、接納、行使、轉售、交付、派發或以其他方式轉讓。持有本額外申請表格及／或其他供股文件的人士應知悉並遵守有關限制。

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BOSSINI INTERNATIONAL HOLDINGS LIMITED

堡獅龍國際集團有限公司*

(於百慕達註冊成立之有限公司)

(股份代號: 592)

股份過戶登記處:

香港中央證券登記有限公司
香港灣仔
皇后大道東183號
合和中心
17樓1712-1716號舖

* 僅供識別

香港主要營業地點:

香港九龍
將軍澳
唐賢街9號
PopOffice 2樓

註冊辦事處:

Victoria Place, 5th Floor
31 Victoria Street
Hamilton HM 10
Bermuda

按於記錄日期每持有兩(2)股現有股份
可獲發一(1)股供股股份的基準
以認購價每股供股股份0.37港元進行供股
額外申請表格

合資格股東姓名及地址

只有本欄所指定之合資格股東有權申請。

所申請額外供股股份總數目

甲欄

額外供股股份的應繳認購股款總額 (附註)

乙欄
港元

附註: 所有股款須以港元繳付, 及有關支票或銀行本票須由香港持牌銀行賬戶開出或發出, 並註明抬頭人為「Bossini International Holdings Limited - Excess Application Account」, 且須以「只准入抬頭人賬戶」劃線方式開出。所有支票及銀行本票將於收訖後隨即過戶。

致: 堡獅龍國際集團有限公司

列位董事 台照

本人／吾等為上文列名的登記持有人，現不可撤回地根據供股以每股供股股份0.37港元的供股認購價申請認購(填寫於甲欄的股份數目)額外供股股份。本人／吾等隨附另行繳付款項為(填寫於乙欄之總金額)港元的支票或銀行本票，註明抬頭人為「Bossini International Holdings Limited - Excess Application Account」及以「只准入抬頭人賬戶」劃線方式開出，作為申請認購上述數目額外供股股份須全數支付的股款。本人／吾等謹要求閣下配發予本人／吾等所申請的額外供股股份(或董事所釐定的任何較少數目)，並按本公司股東名冊所載之本人／吾等之地址將本人／吾等就本認購申請所獲配發的額外供股股份數目的股票及／或任何有關應退還予本人／吾等的申請款項的退款支票以平郵投遞方式寄予本人／吾等，郵誤風險概由本人／吾等自行承擔。本人／吾等明白有關本申請的配發應由董事酌情以公平及平等基準作出，並在切實可行情況下，按每份申請下所申請的額外供股股份數目比例作出，及不會特別處理將不足一手之零碎股權湊足為一手完整買賣單位之股份。本人／吾等確認本人／吾等並不保證將獲配發所有或任何所申請的額外供股股份。

本人／吾等承諾接納按章程及暫定配額通知書所載條款及在公司組織章程大綱及公司細則限制規限下可能配發予本人／吾等的上述額外供股股份的數目。就配發予本人／吾等的任何額外供股股份而言，本人／吾等授權閣下將本人／吾等的姓名列入本公司股東名冊作為該等供股股份的持有人。

⇒ 1. 2. 3. 4.

申請人簽署(所有聯名申請人均須簽署)

支票／銀行本票的付款銀行名稱: _____

支票／銀行本票號碼: _____

聯絡電話號碼: _____

日期: _____

* 僅供識別

IMPORTANT

Reference is made to the prospectus (the “Prospectus”) dated 3 April 2023 issued by Bossini International Holdings Limited (the “Company”). Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

IF YOU ARE IN DOUBT ABOUT ANY OF THE CONTENTS OF THIS EXCESS APPLICATION FORM (“EAF”), OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES OF THE COMPANY, YOU SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE.

THIS EAF IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE QUALIFYING SHAREHOLDER(S) NAMED OVERLEAF WHO WISH(ES) TO APPLY FOR THE EXCESS RIGHTS SHARES IN ADDITION TO THOSE RIGHTS SHARES PROVISIONALLY ALLOTTED TO HIM/HER/IT/THEM. THIS EAF REQUIRES YOUR IMMEDIATE ATTENTION. APPLICATIONS MUST BE RECEIVED BY NO LATER THAN 4:00 P.M. ON THURSDAY, 20 APRIL 2023 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” OVERLEAF).

A copy of this EAF, together with a copy of the Prospectus, the PAL and other documents specified in the paragraph headed “12. Documents Delivered to the Registrar of Companies in Hong Kong” in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (WUMP) Ordinance. The Registrar of Companies in Hong Kong, the Stock Exchange and the SFC take no responsibility as to the contents of any of these documents.

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this document, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.

Dealings in the Shares, the Rights Shares in both their nil-paid and fully-paid forms may be settled through CCASS and you should consult your stockbroker or a licensed dealer in securities or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

You are reminded that the Rights Issue is subject to the Scaling-down, details of which are set out in the Prospectus.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirement of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second settlement day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

This EAF should be completed and lodged, together with payment of HK\$0.37 per Rights Share for the number of excess Rights Shares applied for, with the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Thursday, 20 April 2023 (or such later date and/or time as mentioned under the paragraph headed “Effect of Bad Weather” below). All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or cashier’s orders must be issued by, a licensed bank in Hong Kong and made payable to “Bossini International Holdings Limited – Excess Application Account” and crossed “Account Payee Only”. All enquiries in connection with this EAF should be addressed to the Registrar at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong. It should be noted that the lodging of this EAF does not assure you of being allocated any Rights Shares in excess of those of your provisional allotments.

重要提示

茲提述堡獅龍國際集團有限公司(「本公司」)所刊發日期為二零二三年四月三日的章程(「章程」)。除文義另有所指外,本文件所用詞彙與章程所界定者具有相同涵義。

閣下如對本額外申請表格(「額外申請表格」)任何內容或應採取之行動有疑問或 閣下如已出售或轉讓所有或部分本公司的股份,應尋求獨立專業意見。

本額外申請表格具有價值但不可轉讓,並僅供背頁列明有意申請其所獲暫定配發供股股份以外的額外供股股份之合資格股東使用。本額外申請表格應即時處理。申請必須不遲於二零二三年四月二十日(星期四)下午四時正(或背頁「惡劣天氣之影響」一段所述之較後日期及/或時間)前交回。

本額外申請表格,連同章程、暫定配額通知書及於章程附錄三「12.送呈香港公司註冊處處長之文件」一段所述之其他文件之副本,已根據《公司(清盤及雜項條文)條例》第342C條之規定送呈香港公司註冊處處長登記。香港公司註冊處處長、聯交所及證監會對任何該等文件之內容概不負責。

香港交易及結算所有限公司、聯交所及香港結算對本文件的內容概不負責,對其準確性或完整性亦不發表任何聲明,並明確表示,概不對因本文件全部或任何部分內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

股份、未繳股款及繳足股款供股股份之買賣可透過中央結算系統進行交收,有關交收安排之詳情及該等安排可能對 閣下權利及權益之影響,應諮詢 閣下之股票經紀或持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下務請注意,供股股份之申請須受限於縮減機制(有關詳情載於章程)。

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣以及符合香港結算之股份收納規定後,未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券,自未繳股款及繳足股款供股股份各自於聯交所開始買賣之日期或由香港結算決定之其他日期起,可於中央結算系統寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易,須於其後第二個結算日在中央結算系統交收。所有中央結算系統之活動均須遵守不時生效之《中央結算系統一般規則》及《中央結算系統運作程序規則》進行。

本額外申請表格填妥後,連同按每股供股股份0.37港元申請額外供股股份數目的付款,須不遲於二零二三年四月二十日(星期四)下午四時正前(或下文「惡劣天氣之影響」一段所述之有關較後日期及/或時間)前交回股份過戶登記處(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)。所有股款須以港元繳付,及有關支票或銀行本票須由香港持牌銀行賬戶開出或發出,並註明抬頭人為「Bossini International Holdings Limited – Excess Application Account」,且須以「只准入抬頭人賬戶」劃線方式開出。所有有關本額外申請表格的查詢均須寄交股份過戶登記處(地址為香港灣仔皇后大道東183號合和中心17M樓)。應注意,交回本額外申請表格並不保證 閣下將獲配發超出 閣下暫定配額供股股份之任何份額。

The Underwriting Agreement contains provisions granting the Underwriter by notice to the Company at any time before the Latest Time for Termination, the right to terminate the Underwriting Agreement on the occurrence of certain events. Please refer to the paragraph headed “Underwriters’ Right to Terminate the Underwriting Agreement” below for further details. The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated in accordance with its terms. If this condition is not fulfilled, the Rights Issue will not proceed. Please refer to the section headed “Letter from the Board – Conditions of the Rights Issue” of the Prospectus for further details.

Shares have been dealt in on an ex-rights basis from Thursday, 23 March 2023. Dealings in the nil-paid Rights Shares will take place from Thursday, 6 April 2023 to Monday, 17 April 2023 (both days inclusive). Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or the nil-paid Rights Shares is advised to consult their own professional advisers and exercise caution. Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled will bear the risk that the Rights Issue may not become unconditional and may not proceed.

The Company will publish the allocation result of the excess application for Rights Shares on Thursday, 27 April 2023 by way of announcement. You will be notified of any allotment of Rights Shares made to you. If no excess Rights Share is allotted to you, it is expected that the full amount of application monies will be refunded in full (without interest) to you by ordinary post at your own risk on Friday, 28 April 2023. If the number of the excess Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will be refunded in full (without interest) to you by ordinary post at your own risk on Friday, 28 April 2023. Any such cheque will be drawn in favour of the person named on this form or, in the case of joint application, the first-named person on this form. It is expected that share certificates in respect of the fully-paid Rights Shares will be posted by ordinary post on Friday, 28 April 2023 to those entitled thereto at their own risk. You, except HKSCC Nominees, will receive one share certificate for the entitlement to the Rights Shares in fully-paid form.

You should seek your own advice and must rely on your own examination, analysis and enquiry of the Company, the terms of the Rights Issue, including the risks involved. You acknowledge that you have not relied on the Underwriter in connection with any investigation of the accuracy of any information contained in the Prospectus or your investment decision.

This EAF and all applications made pursuant it are governed by and shall be construed in accordance with the laws of Hong Kong.

In case of any inconsistency between the English and Chinese versions of this EAF, the English version will prevail.

SCALE-DOWN MECHANISMS

Pursuant to the Underwriting Agreement, as the Rights Issue is only underwritten by the Underwriter on a best-effort and non-fully underwritten basis, and so as to avoid the unwitting triggering of the MGO Obligation and/or any non-compliance with the Public Float Requirement, all applications for Rights Shares whether under the PAL(s) or the EAF(s), or by transferees of nil-paid Rights Shares, or by subscribers procured by the Underwriter will be made on the basis that the applications are to be scaled-down by the Company to a level which (i) does not trigger any MGO Obligation on the part of the applicant or parties acting in concert with him/her/it; and/or (ii) does not result in the non-compliance of the Public Float Requirement on the part of the Company. Any subscription monies for the Scale-down PAL Shares or the Scale-down EAF Shares will be refunded to the applicants, and the Scale-down PAL Shares and the Scale-down EAF Shares will be made available for subscription by other Qualifying Shareholders through the EAF(s).

In addition, under and/or pursuant to the Scaling-down, any application for Rights Shares, whether under PAL(s) or EAF(s), shall be subject to the scale-down mechanisms of the Rights Issue as determined by the Company to levels which do not trigger any MGO Obligation or non-compliance of the Public Float Requirement. Such scale-down of applications of Rights Shares shall operate on a fair and equitable basis under the following principles: (i) EAF(s) should be scaled down before PAL(s); and (ii) where the scale-down is necessitated by the exceeding of shareholding by a group rather than an individual Shareholder, the allocations of EAF(s) and PAL(s) to members of the affected group should be made on a pro-rata basis by reference to the number of Shares held by the affected applicants on the Record Date, but for avoidance of any doubt, any or any such onward allocation(s) shall be subject to the Scaling-down as well.

包銷協議載有授予有權在發生若干事件的情形下於最後終止時限前任何時刻以通知本公司的方式終止包銷協議。進一步詳情請參閱下文「包銷商終止包銷協議的權利」一段。供股須待包銷協議成為無條件且並無根據其條款終止方可作實。倘此條件並無獲達成，供股將不會進行。更多詳情請參閱章程「董事會函件—供股之條件」一節。

股份已自二零二三年三月二十三日(星期四)起按除權基準買賣。未繳股款供股權預期於二零二三年四月六日(星期四)至二零二三年四月十七日(星期一)(包括首尾兩日)期間進行買賣。任何擬轉讓、出售或購買股份及／或未繳股款供股權之股東或其他人士應諮詢其各自的專業顧問及務請審慎行事。任何股東或其他人士如在供股之所有條件獲達成之日前擬轉讓、出售或購買股份及／或未繳股款供股權，將承擔供股可能無法成為無條件及可能不會進行之風險。

本公司將於二零二三年四月二十七日(星期四)刊發公告以發佈供股股份額外申請的分配結果。閣下將接獲通知有關閣下獲配發之任何額外供股股份。倘閣下未獲配發任何額外供股股份，預期認購股款之全額將於二零二三年四月二十八日(星期五)以平郵方式全數(不計利息)退還予閣下，郵誤風險概由閣下承擔。倘閣下獲配發之額外供股股份數目少於所申請者，預期認購股款之餘款將於二零二三年四月二十八日(星期五)以平郵方式全數(不計利息)退還予閣下，郵誤風險概由閣下承擔。本公司將向本表格所列人士(或如為聯名申請，則本表格名列首位之人士)發出有關支票。預期繳足股款供股股份之股票將於二零二三年四月二十八日(星期五)以平郵方式寄予有權收取股票之人士，郵誤風險概由彼等自行承擔。閣下將會就獲分配之繳足股款供股股份獲發一張股票(香港結算代理人除外)。

閣下須自行尋求建議且必須依賴自身有關本公司及供股條款(包括所涉及風險)的調查、分析及查詢。閣下承認，任何調查章程所載任何資料是否準確及作出投資決定時並無依賴包銷商。

本額外申請表格及據此提出的所有申請應根據香港法律監管及詮釋。

倘本額外申請表格之中英文版本有任何歧義，概以英文版本為準。

縮減機制

根據包銷協議，由於供股僅由包銷商按竭誠及非全額包銷基準包銷，為避免無意觸發強制全面要約責任及／或違反公眾持股量規定，無論根據暫定配額通知書或額外申請表格或由未繳股款供股股份的受讓人或由包銷商促成之認購人作出的全部供股股份申請，均將根據該等申請由本公司縮減至以下水平的基準進行：(i)不會觸發申請人或與其一致行動之人士的任何強制全面要約責任；及／或(ii)不會導致本公司違反公眾持股量規定。任何縮減暫定配額通知書股份或縮減額外申請表格股份的認購款項將會退還予申請人，而其他合資格股東可透過額外申請表格認購該等縮減暫定配額通知書股份及縮減額外申請表格股份。

此外，根據縮減機制，任何供股股份申請(不論按暫定配額通知書或額外申請表格)須受限於本公司釐定的供股規模縮減機制，以達至不會觸發任何強制性全面收購要約責任或違反公眾持股量規定。有關縮減申請供股股份應基於以下原則以公平及公正基準進行：(a)額外申請表格項下申請應先於暫定配額通知書項下申請縮減；及(ii)倘由於一組而非個人股東持股量過多而須進行縮減，額外申請表格及暫定配額通知書應按受影響的申請人於記錄日期的持股量按比例向受影響組別成員分配，但為避免任何疑問，任何或任何此類後續分配亦應縮減。

UNDERWRITERS' RIGHT TO TERMINATE THE UNDERWRITING AGREEMENT

The Underwriter shall be entitled by notice in writing issued by the Underwriter to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement, if, at any time prior to the Latest Time For Termination there occurs, in the reasonable opinion of the Underwriter:

- (a) any of the following which will or is likely to materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudices the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue:
 - (i) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
 - (ii) the occurrence, happening, coming into effect or becoming public knowledge of (1) any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic or currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; (2) a suspension or a material limitation in trading in securities generally on the Stock Exchange; (3) a suspension or a material limitation in trading in the Company's securities on the Stock Exchange for more than ten consecutive Business Days (other than pending publication of this announcement or any other document relating to the Rights Issue); (4) a general moratorium on commercial banking activities in Hong Kong declared by the relevant authority or a material disruption in commercial banking or securities settlement or clearance services in Hong Kong; or (5) a change or development involving a prospective change in taxation affecting the Company, the Shares or the transfer thereof; or
- (b) any change in the circumstances of the Company or any member of the Group occurs which in the reasonable opinion of the Underwriter will materially and adversely affect the prospects of the Company, including without limiting the generality of the foregoing, the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any member of the Group or the destruction of any material asset of the Group; or
- (c) any event of force majeure occurs, including without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, military conflict, strike or lock-out which in the reasonable opinion of the Underwriter materially or adversely affects the business or financial or trading position or prospects of the Group as a whole;
- (d) the commencement by any third party of any litigation or claim against any member of the Group after the signing of the Underwriting Agreement which, in the reasonable opinion of the Underwriter, is or might be material to the Group taken as a whole; or
- (e) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole occurs, whether or not ejusdem generis with any of the foregoing.

If, at or prior to the Latest Time for Termination:

- (a) the Company commits any material breach of or omits to materially observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement, where, in the reasonable opinion of the Underwriter, such breach or omission will or is likely to have a material and adverse effect on its business, financial or trading prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or

包銷商終止包銷協議的權利

包銷商有權透過於最後終止時限前向本公司送達書面通知終止包銷協議，倘於最後終止時限前任何時間發生，令包銷商合理認為：

- (a) 將或可能對本集團的業務或財務或營運狀況或前景構成重大不利影響，或對供股的成功構成重大不利損害，或基於其他理由令進行供股屬不宜或不智的任何下列事項：
 - (i) 頒佈任何新法律或規例或現有法律或規例(或其司法詮釋)出現任何變動；或
 - (ii) 發生、出現、實行或公開(1)任何地區、國家或國際的政治、軍事、金融、經濟或貨幣(包括香港貨幣價值與美利堅合眾國貨幣掛鈎的制度變動)或其他性質(無論是否與上述任何方面屬相同性質)或性質屬任何地方、國家或國際的敵對行為或武裝衝突爆發或升級或影響當地證券市場的事件或變動(無論是否構成於本額外申請表格日期之前及／或之後發生或持續的一系列事件或變動一部分)；(2)聯交所全面暫停買賣證券或其證券買賣整體受到重大限制；(3)本公司證券連續超過十個營業日在聯交所暫停買賣或其買賣受到重大限制(惟因等待刊發供股公告或有關供股的任何其他文件除外)；(4)香港有關當局宣佈全面禁止商業銀行活動，或香港商業銀行業務、證券交收或結算服務嚴重中斷；或(5)出現影響本公司、股份或有關轉讓的稅務變動或涉及潛在稅務變動的事態發展；或
- (b) 本公司或本集團任何成員公司的情況出現任何變動，而包銷商合理認為將對本公司的前景構成重大不利影響，包括(在不限制前述事項一般性的原則下)就本集團任何成員公司提出清盤呈請或通過決議案清算或清盤或出現類似事件或本集團任何重大資產被損毀；或
- (c) 發生任何不可抗力事件，包括(在不限制其一般性的原則下)任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、軍事衝突、罷工或停工，按包銷商合理認為對本集團的整體業務或財務或營運狀況或前景構成重大不利影響；
- (d) 於簽署包銷協議後，任何第三方對本集團任何成員公司提出任何訴訟或申索，而包銷商合理認為對或可能對本集團整體而言屬重大；或
- (e) 本集團的整體業務或財務或營運狀況或前景出現任何其他重大不利變動(不論是否與前述任何一項同類)。

倘於最後終止時限或之前：

- (a) 本公司嚴重違反或因疏忽而未能確實遵守其根據包銷協議明確承擔的任何責任、承諾、聲明或保證，而包銷商合理認為該違反或疏忽將或可能對本集團的整體業務、財務或經營前景造成重大不利影響或基於其他原因可能對供股造成嚴重損害；或

- (b) the Underwriter shall receive notification pursuant to the Underwriting Agreement, or shall otherwise become aware of, the fact that any of the representations, warranties or undertakings contained in the Underwriting Agreement was, when given, untrue or inaccurate or incomplete or would be untrue or inaccurate if repeated as provided in the Underwriting Agreement, and the Underwriter shall, in its reasonable discretion, determine that any such untrue representation, warranty or undertaking represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or
- (c) the Company's application to the Listing Committee of the Stock Exchange for the permission for the listing of, and permission to deal in, the Rights Shares (in their nil-paid and fully-paid forms) on the Stock Exchange is withdrawn by the Company and/or refused or revoked by the Stock Exchange; or
- (d) any condition to enable the Rights Shares (in their nil-paid and fully-paid forms) to be admitted as eligible securities for deposit, clearance and settlement in CCASS is not satisfied or notification is received by the Company from HKSCC that such admission or facility for holding and settlement has been or is to be refused; or
- (e) any statement contained in the Announcement or any Right Issue Document has been shown to be untrue, inaccurate, incomplete in any material respect or misleading with reference to the date on which such statement was made; or
- (f) the Company shall, after any Specified Event has occurred or come to the Underwriter's attention, fail to send out any announcement or circular (after the despatch of the Rights Issue Documents) in accordance with applicable requirements under the Listing Rules and/or applicable laws for the purpose of preventing the creation of a false market in the securities of the Company,

the Underwriter shall be entitled (but not bound) by notice in writing issued by it to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement and rescind the Underwriting Agreement. Any such notice shall only be served by the Underwriter prior to the Latest Time for Termination.

EFFECT OF BAD WEATHER

The latest time for acceptance of and payment for the Rights Shares and application and payment for excess Right Shares will not take effect if there is a tropical cyclone warning signal no. 8 or above, "extreme conditions" caused by super typhoon as announced by the government of Hong Kong or a "black" rainstorm warning: (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the Final Acceptance Date. Instead, the latest time of acceptance of and payment for the Rights Shares and application and payment for excess Right Shares will be extended to 5:00 p.m. on the same Business Day; or (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the Final Acceptance Date. Instead, the latest time of acceptance of and payment for the Rights Shares and application and payment for excess Right Shares will be re-scheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m.

If the latest time for acceptance and payment for the Rights Shares and application and payment for excess Rights Shares does not take effect on the Final Acceptance Date, the dates mentioned in the expected timetable in the Prospectus may be affected. The Company will notify the Shareholders by way of announcement(s) on any changes to the expected timetable as soon as practicable in this regard.

DISTRIBUTION OF THIS EAF AND THE OTHER PROSPECTUS DOCUMENTS

This EAF shall only be sent to the Qualifying Shareholders.

The Rights Issue Documents have not been and will not be registered and/or filed under any applicable securities or equivalent legislation of any jurisdictions other than Hong Kong.

- (b) 包銷商根據包銷協議接獲通知，或透過其他方式知悉，包銷協議所載任何聲明、保證或承諾於作出時為失實或不準確或不完整，或倘轉述而將成為失實或不準確，而包銷商合理酌情釐定任何有關失實聲明、保證或承諾代表或可能代表本集團的整體業務、財務或營運狀況或前景出現重大不利變動，或基於其他原因可能對供股造成嚴重損害；或
- (c) 本公司撤回及／或聯交所拒絕或撤銷本公司向聯交所上市委員會申請批准未繳股款及繳足股款的供股股份於聯交所上市及買賣；或
- (d) 未達成任何條件以使未繳股款及繳足股款的供股股份獲接納為合資格證券以於中央結算系統內存放、結算及交收或本公司獲香港結算通知，表示持有及作結算用途的有關接納事宜或措施已經或將會遭拒絕；或
- (e) 該公佈或任何章程文件所載任何陳述已被證明在任何重大方面屬失實、不準確、或參考該陳述作出之日有所誤導；或
- (f) 於任何特定事件發生或包銷商發現任何特定事件後，本公司未能按上市規則及／或適用法律的適用要求發出任何公告或通函（於寄發章程文件後），以防止本公司證券形成虛假市場，

則包銷商將有權（但無義務）透過其向本公司發出書面通知的方式選擇將有關事項或事件視為解除及撤銷其於包銷協議項下的責任並撤銷包銷協議。任何有關通知僅應由包銷商於最後終止時限前送達。

惡劣天氣之影響

於以下情況下，接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限將不會生效：倘八號或以上熱帶氣旋警告信號、由香港政府所公佈超強颱風引致之「極端情況」或「黑色」暴雨警告：(i)於最後接納日期任何本地時間中午十二時正前在香港生效，並於當日中午十二時正後解除，則接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限將順延至同一個營業日下午五時正；或(ii)於最後接納日期任何本地時間中午十二時正至下午四時正期間在香港生效，則接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限將更改為於上午九時正至下午四時正期間任何時間並無發出上述警告之下一個營業日下午四時正。

倘接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限並無於最後接納日期生效，則章程中之預期時間表所述日期或會受到影響。倘預期時間表出現任何變動，本公司將就此於實際可行情況下盡快作出公佈知會股東。

派發本額外申請表格及其他章程文件

本額外申請表格僅向合資格股東寄發。

除香港以外，供股文件並無亦將不會根據任何司法管轄區之任何適用證券法或等同法例登記及／或備案。

No action has been taken to permit a public offering of the nil-paid Rights Shares or the Rights Shares, other than in Hong Kong, or the distribution of the Rights Issue Documents in any jurisdiction other than Hong Kong. Accordingly, the Rights Issue Documents may not be used for the purpose of, and do not constitute, an offer or invitation in any jurisdiction or in any circumstances in which such an offer or invitation is not authorised or to any person to whom it is unlawful to make such an offer or invitation. It is the responsibility of the Shareholders (including the Overseas Shareholders) to observe the local legal and regulatory requirements applicable to them for taking up and onward sale (if applicable) of the Rights Shares.

It is the responsibility of the Qualifying Shareholders outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself/themselves before acquiring any rights to subscribe for the Rights Shares as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory in connected therewith. By completing, signing and submitting this PAL, the acceptance of and application for the Rights Shares by each subscriber will be deemed to constitute a representation and warranty from such person to the Company and the Underwriter that these local registration, legal and regulatory requirements have been fully complied with. If you are in doubt as to your position, you should consult your own professional advisers. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of this EAF together with a cheque or cashier's order in payment for the Rights Shares will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company, any EAF in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected.

PERSONAL DATA COLLECTION – EAF

By completing, signing and submitting this EAF, you agree to disclose to the Company and the Registrar and/or their respective advisers and agents the personal data and any information which they require about you or the person(s) for whose benefit you have made the application for excess Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides you with rights to ascertain whether the Company or the Registrar hold your personal data, to obtain a copy of that data and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its registered office at 2/F, PopOffice, 9 Tong Yin Street, Tseung Kwan O, Kowloon, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company, or (as the case may be) to the Registrar at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for the attention of HK Privacy Officer.

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION NO RECEIPT WILL BE GIVEN FOR REMITTANCE

For office use only

Application number	Number of excess Rights Shares applied for	Amount paid on application	Balance refunded
		HK\$	HK\$

本公司並無採取任何行動，以批准在香港以外任何地區公開提呈發售未繳股款供股股份或供股股份或在香港以外任何司法管轄區派發供股文件。因此，在未受批准，或向任何人士提呈發售或提出認購邀請即屬違法的任何司法管轄區或任何情況下，本供股文件不得用作亦不構成提呈發售或提出認購邀請。股東（包括海外股東）在認購及後續出售（如適用）供股股份時須遵守其適用的地方法律及監管規定。

身處香港以外地區有意申請供股股份之合資格股東，須於取得認購供股股份之任何權利前自行全面遵守所有相關地區之法例及規例（包括取得任何政府或其他同意及就此繳付任何有關地區規定須繳付之稅項及徵費）。每名認購人填妥、簽署及交回本額外申請表格以接納及申請供股股份，將被視為構成有關人士向本公司及包銷商之聲明及保證，表示有關當地註冊、法律及監管規定已獲全面遵守。閣下如對自身之情況有任何疑問，應諮詢閣下之專業顧問。倘本公司相信接納額外供股股份的任何申請將會觸犯任何司法權區的適用證券法例或其他法律或規例，則本公司保留拒絕接納有關申請的權利。為免生疑問，香港結算或香港中央結算（代理人）有限公司概不作出任何上述聲明及保證或受其規限。

支票及銀行本票

所有支票及銀行本票將於收訖後隨即過戶，而有關款項之所有利息（如有）將撥歸本公司所有。填妥及交回本額外申請表格連同供股股份之付款支票或銀行本票，將表示申請人保證該支票或銀行本票將於首次過戶時兌現。在不影響本公司其他權利之情況下，隨附支票或銀行本票在首次過戶時如未能兌現，則有關額外申請表格將拒絕受理。

收集個人資料－額外申請表格

填妥、簽署及交回本額外申請表格，即表示閣下同意向本公司及股份過戶登記處及／或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而申請額外供股股份之人士之任何資料。《個人資料（私隱）條例》（香港法例第486章）賦予閣下權利，可向本公司或股份過戶登記處確定是否持有閣下個人資料、索取有關資料之副本及更正任何不準確之資料。根據《個人資料（私隱）條例》，本公司及股份過戶登記處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往本公司之註冊辦事處（地址為香港九龍將軍澳唐賢街9號PopOffice 2樓）或根據適用法律不時通知之地點並以本公司之公司秘書或（視情況而定）股份過戶登記處（地址為香港灣仔皇后大道東183號合和中心17M樓）的香港隱私主任為收件人。

**每份申請必須隨附一張獨立開出之支票或銀行本票
繳付股款將不會獲發收據**

公司專用欄

申請編號	申請之額外供股股份數目	申請時繳交之股款	退還餘額
		港元	港元