



華人策略控股有限公司

Chinese Strategic Holdings Limited

(Incorporated in Bermuda with limited liability)

(Stock Code: 8089)

Hong Kong Branch
Share Registrar and
Transfer Office:
Union Registrars Limited
Suites 3301-04, 33/F.,
Two Chinachem
Exchange Square,
338 King's Road,
North Point, Hong Kong

**RIGHTS ISSUE ON THE
BASIS OF ONE RIGHTS SHARE FOR
EVERY TWO EXISTING SHARES
HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$0.08 PER
RIGHTS SHARE PAYABLE IN FULL
ON ACCEPTANCE
BY NO LATER THAN 4:00 P.M.
ON FRIDAY, 4 SEPTEMBER 2020**

Registered Office:
Clarendon House
2 Church Street
Hamilton HM11
Bermuda

Principle Place of
Business:
Unit 1, 21/F,
Yue Xiu Building
Nos 160-174
Lockhart Road
Wanchai
Hong Kong

EXCESS APPLICATION FORM

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

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

Total number of Excess Rights Share(s) Applied

Box A

Total subscription monies paid for the Excess Rights Shares in HK\$

Box B

To: The Directors,
Chinese Strategic Holdings Limited

Dear Sirs,

I/We, being the registered holder(s) named above of the Shares, hereby irrevocably apply for excess Rights Share(s) (write the number of shares in Box A) at the Subscription Price of HK\$0.08 per Rights Share under the Rights Issue in respect of which I/we enclose a separate remittance by cheque or banker's cashier order in favour of "**Chinese Strategic Holdings Limited – Excess Application Account**" and crossed "**Account Payee Only**" issued 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, 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 by the Directors that any Excess Rights Shares will be allocated to Qualifying Shareholders who apply for them on a pro rata basis on the number of Excess Rights Shares applied for under each excess application. No reference will be made to the Rights Shares subscribed through applications by PALs or the existing number of Shares held by Qualifying Shareholders. No preference will be given to applications for topping up odd lot holdings to whole lot holdings. 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 subject to the memorandum of association and 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/
banker's cashier order is drawn: _____

Cheque/banker's
cashier order number: _____

Date: _____ 2020

Contact Tel No: _____



華人策略控股有限公司

Chinese Strategic Holdings Limited

(於百慕達註冊成立之有限公司)

(股份代號：8089)

香港股份過戶登記分處：
聯合證券登記有限公司
香港
北角
英皇道338號
華懋交易廣場2期
33樓3301-04室

按於記錄日期
每持有兩股現有股份獲發一股供股股份之基準
以認購價每股供股股份港幣0.08元進行供股
股款須不遲於二零二零年九月四日(星期五)
下午四時正接納時繳足

註冊辦事處：
Clarendon House
2 Church Street
Hamilton HM11
Bermuda

主要營業地點：
香港
灣仔
駱克道160-174號
越秀大廈
21樓1室

額外申請表格

合資格股東之姓名／名稱及地址

只供本欄所指定的合資格股東作出申請。

所申請額外供股股份的總數目

甲欄

額外供股股份的應繳款總額(港幣)

乙欄

致：華人策略集團控股有限公司
列位董事

敬啟者：

本人／吾等為上文列名之股份登記持有人，謹此不可撤回根據供股以每股供股股份港幣0.08元之認購價申請認購(填寫股份數目於甲欄)額外供股股份，並隨附另行繳付款項為(填寫總金額於乙欄)港幣之支票或銀行本票，注明抬頭人為「Chinese Strategic 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之股款。本人／吾等謹此要求閣下配發予本人／吾等所申請(或任何較少數目)之額外供股股份，並按貴公司股東名冊所示之本人／吾等之地址將本人／吾等就本認購申請所獲配發之額外供股股份數目之股票及／或任何有關應退還予本人／吾等之申請款項之退款支票以普通郵遞方式寄予本人／吾等，郵誤風險概由本人／吾等自行承擔。本人／吾等明白，董事將按已作出超額認購申請之合資格股東根據每份額外申請所申請之額外供股股份數目按比例向彼等配發額外供股股份。概不會參考透過暫定配額通知書申請認購的供股股份，或合資格股東所持有的現有股份數目。概不會優先處理用於補足所持碎股至完整買賣單位的申請。本人／吾等確悉本人／吾等未必獲保證配發全部或任何部分所申請認購之額外供股股份。

本人／吾等謹此承諾接納按供股章程所載條款及在貴公司之組織章程大綱及章程細則之規限下可能配發予本人／吾等之上述數目之額外供股股份。就配發予本人／吾等之任何額外供股股份而言，本人／吾等授權閣下將本人／吾等之姓名列入貴公司股東名冊作為該等供股股份之持有人。

1. 2. 3. 4.

申請人簽署(所有聯名申請人均須簽署)

支票／銀行本票之付款銀行名稱： 支票／銀行本票號碼：日期：二零二零年月日 聯絡電話號碼：

IMPORTANT

Reference is made to the prospectus issued by Chinese Strategic Holdings Limited (the “**Company**”) dated 21 August 2020 in relation to the Rights Issue (the “**Prospectus**”). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

THIS EXCESS APPLICATION FORM (“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. THE OFFER CONTAINED IN THIS EAF AND THE ACCOMPANYING PAL EXPIRES AT 4:00 P.M. ON FRIDAY, 4 SEPTEMBER 2020 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” IN THE ENCLOSED SHEET).

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS EAF OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.

A copy of the Prospectus, together with copies of the PAL, this EAF and other documents specified in the section headed “General Information – 14. Documents delivered to the Registrar of Companies” in Appendix III to the Prospectus, have been registered by the Registrar of Companies in Hong Kong pursuant to section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, the Stock Exchange and the SFC take no responsibility as to the contents of any of the documents referred to above.

Dealings in the Shares and the Rights Shares in both nil-paid and fully-paid forms may be settled through CCASS operated by HKSCC and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional advisers for details of the settlement arrangements and how such arrangements may affect your rights and interests.

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 requirements 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 nil-paid and fully-paid forms 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 trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this EAF, 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 EAF.

重要提示

茲提述華人策略控股有限公司（「本公司」）於二零二零年八月二十一日就供股刊發之供股章程（「供股章程」）。除非文義另有所指，否則供股章程所界定之詞彙與本表格所採用者具有相同涵義。

本額外申請表格（「額外申請表格」）具有價值，但不可轉讓，並僅供背頁列明且有意申請認購除暫定配發之供股股份以外之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。本額外申請表格及隨附之暫定配額通知書所載之要約將於二零二零年九月四日（星期五）（或於惡劣天氣情況下，附頁「惡劣天氣之影響」一段所述之有關較後日期）下午四時正截止。

閣下如對本額外申請表格之任何方面或應採取之行動有任何疑問，應諮詢 閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

供股章程連同暫定配額通知書、本額外申請表格及供股章程附錄三「一般資料－14.送呈公司註冊處處長之文件」一節內所指明之其他文件，已遵照香港法例第32章公司（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、聯交所及證監會對上文所述之任何文件之內容概不負責。

未繳股款及繳足股款形式之股份及供股股份之買賣可通過香港結算營運之中央結算系統交收，而 閣下應諮詢 閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以瞭解交收安排詳情以及該等安排可能如何影響 閣下之權利及權益。

倘未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之證券收納規定，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之各自開始買賣日期（或香港結算釐定之有關其他日期）起於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行的交易須於其後第二個交易日於中央結算系統交收。在中央結算系統進行的一切活動均須依據不時生效的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。

香港交易及結算所有限公司、聯交所及香港結算對本額外申請表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本額外申請表格全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

The Rights Issue is conditional upon the fulfillment of the conditions set out under the section headed “Letter from the Board – THE UNDERWRITING AGREEMENT – Conditions precedent of the Rights Issue” in the Prospectus.

The Underwriting Agreement contains provisions granting the Underwriter a right to terminate its obligations on the occurrence of certain events, which are set out in the section headed “Termination of the Underwriting Agreement” in the Prospectus. If the Underwriting Agreement does not become unconditional or is terminated in accordance with its terms, the Rights Issue will not proceed.

The Shares have been dealt with on an ex-rights basis from Friday, 19 June 2020. Dealings in the Rights Shares in the nil-paid form are expected to take place from Tuesday, 25 August 2020 to Tuesday, 1 September 2020 (both days inclusive). If the conditions of the Rights Issue are not fulfilled or the Underwriting Agreement is terminated by the Underwriter on or before 4:00 p.m. on Monday, 7 September 2020 or such later time and/or date as may be agreed between the Company and the Underwriter, the Rights Issue will not proceed. Any Shareholders or other persons dealing or contemplating dealing in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled (and the date on which the Underwriter’s right of termination of the Underwriting Agreement ceases), and any dealings in the nil-paid Rights Shares between Tuesday, 25 August 2020 to Tuesday, 1 September 2020 (both days inclusive), shall bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons dealing or contemplating dealing in the Shares or nil-paid Rights Shares are recommended to consult their own professional advisers.

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

PROCEDURES FOR APPLICATION

This EAF should be completed, signed and lodged, together with payment by cheque or banker’s cashier order as to HK\$0.08 per Rights Share for the number of Excess Rights Shares applied for, with the Registrar, Union Registrars Limited, at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King’s Road, North Point, Hong Kong, so as to be received by no later than 4:00 p.m. on Friday, 4 September 2020 (or, under bad weather conditions, such later date as mentioned in the paragraph headed “**Effect of Bad Weather**” in the enclosed sheet). All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or banker’s cashier orders must be issued by, a licensed bank in Hong Kong and made payable to “**Chinese Strategic Holdings Limited – Excess Application Account**” and crossed “**Account Payee Only**”. 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.

供股須待供股章程所載「董事會函件－包銷協議－供股之先決條件」一節所載條件達成後，方告完成。

包銷協議載有條文，賦予包銷商權利於發生若干事件時終止其責任，該等事件載於供股章程「終止包銷協議」一節。倘若包銷協議並未成為無條件或根據其條款終止，則供股將不會進行。

股份已自二零二零年六月十九日（星期五）起按除權基準進行買賣。未繳股款供股股份預期將於二零二零年八月二十五日（星期二）至二零二零年九月一日（星期二）（包括首尾兩日）期間買賣。倘於二零二零年九月七日（星期一）下午四時正（或本公司與包銷商可能協定之較後時間及／或日期）或之前，供股之條件未獲達成或包銷商終止包銷協議，則供股將不會進行。任何於直至供股之全部條件獲達成當日（及包銷商終止包銷協議之權利終止當日）買賣或擬買賣股份之股東或其他人士，及任何於二零二零年八月二十五日（星期二）至二零二零年九月一日（星期二）（包括首尾兩日）期間買賣未繳股款供股股份之股東或其他人士，將須承擔供股可能不會成為無條件或可能不會進行之風險。任何買賣或擬買賣股份或未繳股款供股股份之股東或其他人士應諮詢彼等本身之專業顧問。

本額外申請表格及據此提出之所有申請均須受香港法例監管並按其詮釋。

申請手續

本額外申請表格填妥及簽署後，連同按申請額外供股股份數目支付每股供股股份港幣0.08元之款項之支票或銀行本票，須不遲於二零二零年九月四日（星期五）（或於惡劣天氣情況下，附頁「惡劣天氣之影響」一段所述之有關較後日期）下午四時正前交回股份過戶登記處聯合證券登記有限公司（地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室）。所有股款須以港幣繳付並以香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付並均須注明抬頭人為「**Chinese Strategic Holdings Limited – Excess Application Account**」並以「**只准入抬頭人賬戶**」劃線方式開出。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之任何供股股份。

All cheques and banker's cashier orders will be presented for payment immediately upon receipt and all interest earned on such application monies (if any) will be retained for the benefit of the Company. Completion and return of this form together with a cheque or banker's cashier order in payment for the Excess Rights Shares applied for will constitute a warranty by you that the cheque or banker's cashier order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any EAF in respect of which the accompanying cheque or banker's cashier order is dishonoured on first presentation. You must pay the exact amount payable upon application for the Excess Rights Shares, and underpaid application will be rejected.

An announcement of the allocation of Excess Rights Shares (if any) to the Qualifying Shareholders, results of acceptance of and excess applications for the Rights Issue will be published on the websites of the Stock Exchange and the Company on Friday, 11 September 2020. If no Excess Rights Shares are allotted to you, it is expected that the amount tendered on application will be returned by refund cheque to you in full without interest by ordinary post at your own risk on Monday, 14 September 2020. If the number of excess Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will be returned by refund cheque to you by ordinary post at your own risk on Monday, 14 September 2020. Any such cheque(s) will be drawn in favour of the person named on this form (or in case of joint applicants, the first-named applicant). It is expected that certificates in respect of the Excess Rights Shares will be posted on Monday, 14 September 2020. You, except HKSCC Nominees Limited, will receive one share certificate for the entitlement to the Rights Shares in fully-paid form.

DISTRIBUTION OF THIS EAF AND THE OTHER PROSPECTUS DOCUMENTS

This EAF shall only be sent to the Qualifying Shareholders. The Prospectus Documents have not been and will not be registered under any applicable securities of any jurisdictions other than Hong Kong.

No action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus Documents, in any territory other than Hong Kong. Accordingly, no person receiving a copy of any of the Prospectus Documents in any territory outside Hong Kong may treat it as an offer or invitation to apply for Excess Rights Shares, unless in a territory such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof.

It is the responsibility of anyone outside Hong Kong wishing to make on his/her/its/their behalf an application for the Rights Shares to satisfy himself/herself/itself/themselves as to the full observance of the applicable laws and regulations of the relevant jurisdictions including obtaining of any governmental or other consents and to pay any taxes and duties. By completing, signing and submitting this EAF, each subscriber of the Rights Shares will be deemed to have given a warranty to the Company and the Underwriter that these local registration, legal and regulatory requirements have been fully complied with.

For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. No application for Rights Shares will be accepted from the Excluded Shareholders (if any). The Company reserves the right to refuse to accept any application for Rights Shares where it believes that acceptance would violate the applicable securities or other laws or regulations of any jurisdiction outside Hong Kong. If you are in any doubt as to your position, you should consult your professional advisers.

所有支票及銀行本票將於收訖後隨即兌現，而有關申請股款所賺取之全部利息（如有）將撥歸本公司所有。填妥並交回本表格連同支票或銀行本票支付所申請之額外供股股份將構成閣下對支票或銀行本票將於首次過戶時兌現之保證。在不損害本公司其他有關權利之情況下，本公司保留權利在該支票或銀行本票首次過戶未能兌現時拒絕受理任何有關額外申請表格。閣下須於申請額外供股股份時支付應付之準確金額，支付金額不足之申請會遭拒絕受理。

有關向合資格股東分配額外供股股份（如有）以及額外申請供股的接納結果的公佈將於二零二零年九月十一日（星期五）在聯交所及本公司網站上刊發。倘閣下未獲配發額外供股股份，則預期於申請時繳付之股款將會全數（不計利息）以退款支票退還予閣下，退款支票預期將於二零二零年九月十四日（星期一）以普通郵遞方式寄予閣下，郵誤風險概由閣下自行承擔。倘閣下獲配發之額外供股股份少於所申請之數目，則多繳申請股款將會以退款支票退還予閣下，退款支票預期將於二零二零年九月十四日（星期一）以普通郵遞方式寄予閣下，郵誤風險概由閣下自行承擔。任何上述支票將以名列本表格之人士（或倘為聯名申請人，則為名列首位人士）為收款人。額外供股股份之股票預期將於二零二零年九月十四日（星期一）寄出。閣下（香港中央結算（代理人）有限公司除外）將會就全部繳足股款供股股份獲發一張股票。

派發本額外申請表格及其他章程文件

本額外申請表格只可向合資格股東寄發。章程文件並無且將不會根據香港以外任何司法權區之任何適用證券法例進行登記。

本公司並無採取任何行動，以批准在香港以外任何地區提呈發售供股股份或派發章程文件。因此，任何人士如在香港以外任何地區接獲任何章程文件，除非在該地區可合法提呈有關要約或邀請而毋須遵守其任何登記或其他法律或監管規定，否則不可視作提呈申請額外供股股份之要約或邀請。

任何身處香港以外地區之人士如有意申請供股股份，必須確保本身全面遵守有關司法權區之適用法律及法規，包括取得任何政府或其他方面的同意及繳付任何稅項及徵費。填妥、簽署及交回本額外申請表格後，供股股份之每名認購人將被視為已向本公司及包銷商保證，彼等已全面遵守該等當地註冊、法律及監管規定。

為免生疑問，香港結算及香港中央結算（代理人）有限公司概不受限於上述任何聲明及保證。本公司不會接納除外股東的申請（如有）。倘本公司認為接納任何供股股份的申請會違反香港境外任何司法權區的適用證券或其他法例或規例，則本公司有權拒絕接納有關申請。倘閣下對本身之情況有任何疑問，應諮詢閣下之專業顧問。

TERMINATION OF THE UNDERWRITING AGREEMENT

If, prior to the Latest Time for Termination:

- (1) in the absolute opinion of any of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (b) the occurrence of 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 other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (2) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction on trading in securities) occurs which in the absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (3) there is any change in the circumstances of the Company or any member of the Group which in the absolute opinion of the Underwriter will 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 of member of the Group or the destruction of any material asset of the Group; or
- (4) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out which would, in the absolute opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole; or
- (5) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not ejusdem generis with any of the foregoing; or
- (6) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (7) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than twenty (20) consecutive Business Days otherwise than due to or in connection with or in relation to the Underwriting Agreement and/or the Rights Issue and excluding any suspension in connection with the clearance of the announcement or other matters in connection with the Underwriting Agreement and/or the Rights Issue; or
- (8) the Prospectus when published contains information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the GEM Listing Rules or any applicable regulations) which has not prior to the date hereof been publicly announced or published by the Company and which may in the absolute opinion of the Underwriter be material to the Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue,

the Underwriter shall be entitled to terminate the Underwriting Agreement by notice in writing served on the Company prior to the Latest Time for Termination (the "**Termination Notice**"). For avoidance of any doubt, the Underwriter shall not rely on the global pandemic of COVID-19 and/or the impact or aftermath thereof as any ground or reason to terminate or rescind the Underwriting Agreement and/or the Rights Issue. If the Underwriter terminates the Underwriting Agreement, the Rights Issue will not proceed.

終止包銷協議

倘於最後終止時限前：

- (1) 包銷商全權認為，下列事件會對順利完成供股產生重大不利影響：
 - (a) 頒佈任何新法例或法規或現時之法例或法規（或其有關司法詮釋）出現任何變動或出現任何其他事件（不論其性質），而包銷商全權認為令本集團之整體業務或財務或經營狀況或前景受到重大不利影響，或對供股造成重大不利影響；或
 - (b) 任何地方、國家或國際間發生有關政治、軍事、金融、經濟或其他性質（無論是否與任何上述者屬同一類別）之事件或變動（無論是否在包銷協議日期之前及／或之後發生或持續發生之一連串事件或變動其中一部分），或任何地方、國家或國際間爆發敵對衝突或武裝衝突或衝突升級，或發生可影響本地證券市場之事件，而包銷商全權認為可能令本集團整體業務或財政或經營狀況或前景受到重大不利影響或令供股之成功進行受到重大不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (2) 市場狀況出現任何不利變動（包括但不限於財政或貨幣政策或外匯或貨幣市場之任何變動、證券買賣被暫停或受到重大限制），而包銷商全權認為可能對供股之成功進行造成重大不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (3) 本公司或本集團任何成員公司之情況出現任何變動，而包銷商全權認為將令本公司之前景受到不利影響，包括（但不限於上述一般性情況）本集團任何成員公司被申請清盤或通過決議案清盤或結業或出現類似事件或本集團任何重大資產被損毀；或
- (4) 任何不可抗力事件，包括（但不限於其一般性情況）任何天災、戰爭、暴動、動亂、騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工，而包銷商全權認為將令本集團整體業務或財政或經營狀況或前景受到重大不利影響；或
- (5) 有關本集團整體業務或財務或經營狀況或前景出現任何其他重大不利變動（無論是否與上述任何一項屬同一類別）；或
- (6) 任何事件倘於緊接供股章程日期前出現或發現，惟並無於供股章程內披露，而包銷商全權認為將對供股而言構成重大遺漏者；或
- (7) 聯交所二十(20)個連續營業日以上全面暫停證券買賣或本公司證券之買賣（因或與包銷協議及／或供股相關者及涉及審批有關包銷協議及／或供股的公佈或其他事宜而暫停買賣者則除外）；或
- (8) 供股章程刊發時載有於包銷協議日期之前未經本公司公開宣佈或刊發之資料（不論是關於本集團之業務前景或狀況或關於本集團遵守任何法例或GEM上市規則或任何適用規例），而包銷商可能全權認為在供股完成後對本集團整體而言屬重大，並很可能對成功進行供股造成重大不利影響，

包銷商有權可於最後終止時限之前向本公司發出書面通知（「終止通知」）終止包銷協議。為免生疑，包銷商不應倚賴COVID-19全球大流行及／或疫情所帶來的影響或後果，作為終止或廢止包銷協議及／或供股的理由。倘包銷商終止包銷協議，則將不會進行供股。

EFFECT OF BAD WEATHER

Whenever any part of the expected timetable of the Rights Issue as enlisted in the provisions of the Underwriting Agreement may be interrupted by a typhoon, a “black” rainstorm warning or “extreme conditions after super typhoons” announced by the Government of Hong Kong (“**Extreme Conditions**”), the Company shall properly inform the Shareholders of the corresponding contingency arrangements, which contingency arrangements shall include the Latest Time for Acceptance not taking place on the time as scheduled:

- (a) if a tropical cyclone warning signal no. 8 or above, a “black” rainstorm warning and/or Extreme Conditions is/are in force in Hong Kong at any local time before 12:00 noon but no longer in force after 12:00 noon on the day on which the Latest Time for Acceptance is initially scheduled to fall, the Latest Time for Acceptance will be extended to 5:00 p.m. on the same day; or
- (b) if a tropical cyclone warning signal no. 8 or above, a “black” rainstorm warning and/or Extreme Conditions is/are in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the day on which the Latest Time for Acceptance is initially scheduled to fall, the Latest Time for Acceptance will be extended 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 does not take place on Friday, 4 September 2020, the dates mentioned herein may be affected. The Company will notify the Shareholders by way of announcement(s) on any change to the expected timetable as soon as practicable.

GENERAL

References in this EAF to times and dates are to Hong Kong times and dates unless otherwise stated.

By completing, signing and submitting this EAF, you agree to disclose to the Company and/or the Registrar and/or their respective advisers and agent’s 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) (the “**Ordinance**”) provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the 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 (i) the Company, at its principal place of business at Unit 1, 21/F, Yue Xiu Building, Nos. 160-174 Lockhart Road, Wanchai, 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 (ii) (as the case may be) the Registrar at its address set out above for the attention of Privacy Compliance Officer.

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

惡劣天氣之影響

每當包銷協議條文所載的供股預期時間表的任何部分因颱風、「黑色」暴雨警告或香港政府宣佈出現「超強颱風後的極端情況」（「極端情況」）而被迫中斷時，本公司應妥為知會股東相應應急安排，應急安排應包括未能如期發生之最後接納時限：

- (a) 倘八號或以上熱帶氣旋警告信號、「黑色」暴雨警告及／或極端情況於最後接納時限按計劃初步到期之日的當地中午十二時正前的任何時間在香港生效但於中午十二時正後不再生效，則最後接納時限將延長至當日下午五時正；或
- (b) 倘八號或以上熱帶氣旋警告信號、「黑色」暴雨警告及／或極端情況於最後接納時限按計劃初步到期之日的當地中午十二時正至下午四時正期間的任何時間在香港生效，則最後接納時限將延長至於上午九時正至下午四時正期間任何時間該等警告均未生效的下一營業日的下午四時正。

倘最後接納時限並無於二零二零年九月四日（星期五）發生，則本供股章程所述之日期可能受到影響。本公司將就預期時間表之任何變動在實際可行的情況下盡快以公佈之方式通知股東。

一般事項

除另有說明者外，本額外申請表格內所提及之時間及日期為香港時間及日期。

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／或股份過戶登記處及／或彼等各自之顧問及代理披露個人資料及彼等所需而有關於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）（「該條例」）給予證券持有人權利可確定本公司或股份過戶登記處是否持有其個人資料，索取有關資料之副本，以及改正任何不準確之資料。根據該條例，本公司及股份過戶登記處有權就處理任何查閱資料之要求收取合理費用。所有有關查閱資料或改正資料或有關政策及慣例以及所持有資料類別之要求，應寄往(i)本公司主要營業地點（地址為香港灣仔駱克道160-174號越秀大廈21樓1室）或根據適用法律不時通知之地點，並以本公司之公司秘書為收件人；或(ii)（視情況而定）於上文所示地址之股份過戶登記處並以私隱事務主任為收件人。

每份申請須隨附獨立開出之支票或銀行本票
本公司將不另發股款收據

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