

F8 ENTERPRISES (HOLDINGS) GROUP LIMITED**F 8 企業 (控 股) 集 團 有 限 公 司***(Incorporated in the Cayman Islands with limited liability)***(Stock Code: 8347)**

Hong Kong Branch Share Registrar :
Boardroom Share Registrars (HK)
Limited
2103B, 21/F
148 Electric Road
North Point
Hong Kong

**RIGHTS ISSUE ON THE BASIS OF
ONE (1) RIGHTS SHARE FOR EVERY
TWO (2) EXISTING SHARES HELD ON THE RECORD
DATE AT THE SUBSCRIPTION PRICE OF
HK\$0.34 PER RIGHTS SHARE PAYABLE IN FULL
ON ACCEPTANCE BY NOT LATER THAN 4:00 P.M.
ON TUESDAY, 6 SEPTEMBER 2022**

Registered office:
Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman, KY1-1111
Cayman Islands

Principal Place of Business
in Hong Kong:
Unit 3304, 33/F
Tower 1, Enterprise Square Five
38 Wang Chiu Road
Kowloon Bay, Kowloon
Hong Kong

FORM OF APPLICATION FOR EXCESS RIGHTS SHARES

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

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

Total number of excess Rights Share(s) applied for

BOX A

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Total subscription monies paid for the excess Rights Share(s)

BOX B
HK\$

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To: **The Directors**
F8 Enterprises (Holdings) Group Limited

Dear Sirs and Madams,

I/We, being the Qualifying Shareholder(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\$0.34 per Rights Share under the Rights Issue. I/We enclose a separate remittance by cheque or banker's cashier order in favour of "F8 ENTERPRISES (HOLDINGS) GROUP LIMITED (EAF)" and crossed "ACCOUNT PAYEE ONLY" for the amount as specified 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 the Directors will allocate the excess Rights Shares at their discretion, on a fair and equitable basis, to the Qualifying Shareholders who apply for them on a pro rata basis by reference to the number of the excess Rights Shares applied for under each 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 also understand that beneficial owners whose Shares are held by a nominee company, or which are held in CCASS, will be regarded as a single Shareholder according to the register of members of the Company.

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 articles of association 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.	
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Signature(s) of applicant(s) (all joint applicants must sign)

Any payments for Rights Shares should be rounded up to 2 decimal points.

Name of bank on which cheque/banker's cashier order is drawn: _____

Cheque/banker's cashier order number: _____

Contact telephone number: _____

Date: _____

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

F8 ENTERPRISES (HOLDINGS) GROUP LIMITED**F8 企業(控股)集團有限公司**

(於開曼群島註冊成立的有限公司)

(股份代號：8347)

香港股份過戶登記分處：
寶德隆證券登記有限公司
香港
北角
電氣道148號
21樓2103B室

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0.34港元進行供股
股款須於接納時
(不遲於2022年9月6日(星期二)
下午四時正)全數繳足

註冊辦事處：
Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman, KY1-1111
Cayman Islands

香港主要營業地點：
香港
九龍九龍灣
宏照道38號
企業廣場五期一座
33樓3304室

額外供股股份申請表格

合資格股東姓名及地址

	<p>只有本欄所指定之合資格股東方可申請。</p> <p>所申請的額外供股股份總數目</p> <p>甲欄</p> <div style="border: 1px solid black; width: 100%; height: 30px;"></div> <p>額外供股股份的已繳認購股款總額</p> <p>乙欄 港元</p> <div style="border: 1px solid black; width: 100%; height: 30px;"></div>
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致：**F8企業(控股)集團有限公司**
列位董事 台照

敬啟者：

本人／吾等為上文指定的合資格股東，謹不可撤回地根據供股以每股供股股份0.34港元的認購價申請認購(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乙欄所指的支票或銀行本票，註明抬頭人為「**F8 ENTERPRISES (HOLDINGS) GROUP LIMITED (EAF)**」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繳付的股款。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)，並按貴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普通郵遞方式寄發予本人／吾等，郵誤風險概由本人／吾等自行承擔。本人／吾等明白額外供股股份的配發應由董事酌情以公平及平等基準作出，並參考每份申請下所申請的額外供股股份數目，按比例將任何額外供股股份配發予作出申請的合資格股東。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。概不會優先處理為補足所持碎股至完整買賣單位的申請。本人／吾等確認本人／吾等不獲保證將獲配發所有或任何所申請的額外供股股份。本人／吾等亦了解，由代理人公司代為持有股份之實益擁有人或由中央結算系統代為持有股份之實益擁有人將會按照貴公司之股東名冊視為單一股東。

本人／吾等承諾接納按供股章程及暫定配額通知書所載條款及在貴公司的組織章程細則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／吾等的姓名列入貴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)

供股股份之任何付款款項應約整至兩個小數點。

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：_____

每份申請須隨附一張獨立開出的支票或銀行本票
所有繳款將不獲發收據

IMPORTANT

Reference is made to the prospectus (the “**Prospectus**”) dated 23 August 2022 issued by F8 Enterprises (Holdings) Group 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 CONSULT YOUR STOCKBROKER OR REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

THIS EAF IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE QUALIFYING SHAREHOLDER(S) NAMED BELOW 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 TUESDAY, 6 SEPTEMBER 2022 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES” BELOW).

A copy of this EAF, together with a copy of each of the other Prospectus Documents and copies of the documents specified in the paragraph headed “14. Documents delivered to the Registrar of Companies” 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 Securities and Futures Commission of Hong Kong take no responsibility as to the contents of the Prospectus Documents.

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.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both 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 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 on the Stock Exchange. Dealings in the Shares and the Rights Shares in their nil-paid form and fully-paid form may be settled through CCASS operated by HKSCC and you should consult your stockbroker or other licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser(s) for details of those settlement arrangements and how such arrangements may affect your rights and interests. 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.

The Rights Issue is conditional upon, among others, the Underwriting Agreement (as supplemented by the Supplemental Underwriting Agreement and the Second Supplemental Underwriting Agreement) having become unconditional and the Underwriter not having terminated the Underwriting Agreement (as supplemented by the Supplemental Underwriting Agreement and the Second Supplemental Underwriting Agreement) in accordance with the terms thereof (a summary of which is set out in the section headed “Termination of the Underwriting Agreement” in the Prospectus). Accordingly, the Rights Issue may or may not proceed. Any dealings in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled, which is expected to be no later than 4:00 p.m. on Wednesday, 7 September 2022, and any Shareholders dealing in the Rights Shares in nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating any dealings in the Shares or Rights Shares in their nil-paid form are recommended to consult their professional advisers.

重要提示

茲提述F8企業(控股)集團有限公司(「本公司」)所刊發日期為2022年8月23日的供股章程(「供股章程」)。除文義另有所指外，本額外供股股份申請表格所用詞彙與供股章程所界定者具有相同涵義。

閣下如對本額外供股股份申請表格(「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份本公司的股份，應諮詢閣下之股票經紀、註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

本額外申請表格具有價值惟而不可轉讓，並僅供下文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。申請必須於2022年9月6日(星期二)下午四時正(或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」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各其他供股章程文件以及供股章程附錄三「14.送呈公司註冊處處長的文件」一段所述之文件已根據公司(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、聯交所及香港證券及期貨事務監察委員會對供股章程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額外申請表格的內容概不負責，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的任何損失承擔任何責任。

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，並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，可自各自開始於聯交所買賣日期起，在中央結算系統寄存、結算及交收。股份以及未繳股款及繳足股款供股股份之買賣可通過香港結算營運之中央結算系統結算。閣下應就該等交收安排詳情及有關安排對閣下之權利或權益可能造成之影響，諮詢閣下之股票經紀或其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。聯交所參與者之間於任何交易日進行之交易，須於其後第二個交易日在中央結算系統交收。在中央結算系統內進行之一切活動必須依照不時有效之《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。

供股須待若干條件達成後方可作實，(其中包括)包銷協議(經補充包銷協議及第二份補充包銷協議補充)成為無條件及包銷商並無根據包銷協議條款終止包銷協議(經補充包銷協議及第二份補充包銷協議補充)(其概要載於供股章程「終止包銷協議」一節)。因此，供股未必一定會進行。直至供股的所有條件達成之日止期間(預計不遲於2022年9月7日(星期三)下午四時正)買賣任何股份，以及買賣未繳股款供股股份的任何股東，將相應承擔供股可能無法成為無條件或可能無法進行的風險。任何擬買賣股份或未繳股款供股股份的股東或其他人士應諮詢其專業顧問意見。

PROCEDURE FOR APPLICATION

This EAF should be completed and lodged, together with payment of HK\$0.34 per Rights Share for the number of excess Rights Shares applied for, with the Registrar, Boardroom Share Registrars (HK) Limited at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong, by no later than 4:00 p.m. on Tuesday, 6 September 2022 (or such later date and/or time as mentioned under the paragraph headed “Effect of bad weather on the latest time for acceptance of and payment for the Rights Shares” below). All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or banker’s cashier orders must be issued by, a licensed bank in Hong Kong and made payable to “**F8 ENTERPRISES (HOLDINGS) GROUP LIMITED (EAF)**” and crossed “**ACCOUNT PAYEE ONLY**”. All enquiries in connection with this EAF should be addressed to the Registrar at Room 2103B, 21/F., 148 Electric Road, North Point, 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.

The Company will publish the allocation result of the excess application for Rights Shares on Wednesday, 14 September 2022 by way of announcement. 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 to your registered address at your own risk on or around Thursday, 15 September 2022. 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 to your registered address at your own risk on or around Thursday, 15 September 2022. 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 or before Thursday, 15 September 2022 to those entitled thereto at their own risk.

The Rights Issue is conditional upon the Underwriting Agreement (as supplemented by the Supplemental Underwriting Agreement and the Second Supplemental Underwriting Agreement) having become unconditional and the Underwriter not having terminated the Underwriting Agreement (as supplemented by the Supplemental Underwriting Agreement and the Second Supplemental Underwriting Agreement) in accordance with its terms. It should also be noted that the Underwriting Agreement (as supplemented by the Supplemental Underwriting Agreement and the Second Supplemental Underwriting Agreement) contains provisions granting the Underwriter the right to terminate its obligations on the occurrence of certain events. Please refer to the section headed “Termination of the Underwriting Agreement” in the Prospectus for further details. Accordingly, the Rights Issue may or may not proceed.

Shares have been dealt in on an ex-right basis from Thursday, 30 June 2022. Dealings in the Rights Shares in their nil-paid form will take place from Thursday, 25 August 2022 to Thursday, 1 September 2022 (both days inclusive). Any Shareholders or other persons contemplating transferring, selling or purchasing the Shares and/or the Rights Shares in their nil-paid form should exercise caution and are recommended to consult their professional advisers. Any dealings in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled, and any Shareholders dealing in the Rights Shares in nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

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

TERMINATION OF THE UNDERWRITING AGREEMENT

If, prior to the Latest Time for Termination,

- (i) the occurrence of the following events would, in the absolute opinion of the Underwriter, materially and adversely affect the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or otherwise makes it inexpedient or inadvisable for the Company or the Underwriter to proceed with the Rights Issue:
 - (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;

- (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 of the Underwriting Agreement (as supplemented by the Supplemental Underwriting Agreement and the Second Supplemental Underwriting Agreement)) of a political, military, financial, regulatory, economic, currency or other nature (whether or not sui 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
 - (c) the occurrence of any change in market conditions, taxation or exchange control or combination of circumstances in Hong Kong (including without limitation suspension or material restriction on trading in securities);
- (ii) the Underwriter shall receive notification of, or shall otherwise become aware of, the fact that any of the representations, warranties and undertaking provided by the Company to the Underwriter was, when given, untrue or inaccurate or would be untrue or inaccurate;
 - (iii) any change occurs in the circumstances of the Company or any member of the Group which would in the absolute opinion of the Underwriter materially and adversely affect the business, financial or trading position or prospects of the Group as a whole;
 - (iv) the Company commits any material breach of or omits to observe any of the obligations or undertakings expressed to be assumed by it under the Underwriting Agreement (as supplemented by the Supplemental Underwriting Agreement and the Second Supplemental Underwriting Agreement); or
 - (v) the occurrence of any event, or series of events, of force majeure beyond the reasonable control of the Underwriter (including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion or unrest, fire, flood, explosion, epidemic, pandemic, terrorism, strike or lock-out) which, in the absolute opinion of the Underwriter, has or would materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole,

the Underwriter shall be entitled to terminate the Underwriting Agreement (as supplemented by the Supplemental Underwriting Agreement and the Second Supplemental Underwriting Agreement) by notice in writing to the Company served prior to the Latest Time for Termination and thereupon all obligations of the Company and the Underwriter shall cease and determine and no party shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement (as supplemented by the Supplemental Underwriting Agreement and the Second Supplemental Underwriting Agreement) provided that the Company shall remain liable to pay to the Underwriter such fees as may then be agreed by the parties thereto and that the provisions of certain specified clauses in the Underwriting Agreement (as supplemented by the Supplemental Underwriting Agreement and the Second Supplemental Underwriting Agreement) shall continue in full force and effect.

If the Underwriter terminates the Underwriting Agreement (as supplemented by the Supplemental Underwriting Agreement and the Second Supplemental Underwriting Agreement), the Rights Issue will not proceed. A further announcement would be made by the Company if the Underwriting Agreement (as supplemented by the Supplemental Underwriting Agreement and the Second Supplemental Underwriting Agreement) is terminated by the Underwriter.

EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES

The latest time for acceptance of and payment for the Rights Shares will not take place if there is a tropical cyclone warning signal number 8 or above, a “black” rainstorm warning issued by the Hong Kong Observatory, and/or “extreme” conditions caused by super typhoons as announced by the Hong Kong Government:

- (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 date of the Latest Time for Acceptance. Instead the latest time for application and payment for excess Rights 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 date of the Latest Time for Acceptance. Instead the latest time for application and payment for excess Rights Shares will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force in Hong Kong at any time between 9:00 a.m. and 4:00 p.m.

If the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares does not take place on Tuesday, 6 September 2022, the dates mentioned in the section headed “Expected timetable” in the Prospectus may be affected. An announcement will be made by the Company in such event.

SCALE-DOWN OF SUBSCRIPTIONS TO AVOID THE TRIGGERING OF MGO OBLIGATION AND NON-COMPLIANCE OF PUBLIC FLOAT REQUIREMENT

Without prejudice to the generality of the Underwriting Agreement (as supplemented by the Supplemental Underwriting Agreement and the Second Supplemental Underwriting Agreement), as the Rights Issue is only underwritten by the Underwriter on a best effort basis, to avoid the unwitting triggering of MGO Obligations and non-compliance of Public Float Requirements, 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 (a) does not trigger an MGO Obligation on the part of the applicant or parties acting in concert with him/her/it, and/or (b) 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 the PAL(s) or the 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 Public Float Requirement. Such scale-down of applications of Rights Shares shall operate on a fair and equitable basis under the following principles: (a) EAF(s) should be scaled down before PAL(s); and (b) 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 the avoidance of any doubt, any or any such onward allocation(s) shall be subject to the Scaling-down as well.

DISTRIBUTION OF THIS EAF AND THE OTHER PROSPECTUS DOCUMENTS

This EAF shall only be sent to the Qualifying Shareholders.

No action has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus Documents or any other documents issued in connection with the Rights Issue in any jurisdiction other than Hong Kong. No person receiving the Prospectus, PAL or EAF in any territory outside Hong Kong may treat it as an offer or invitation to take up the Rights Shares or apply for excess Rights Shares, except in a territory where such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. It is the responsibility of persons outside Hong Kong wishing to take up or make an application for the Rights Shares to satisfy himself/herself/itself/themselves, before accepting any provisional allotment of Rights Shares or applying for excess 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 connection therewith without prejudice to the foregoing.

The Prospectus Documents will not be registered or filed under the applicable securities legislation of any jurisdiction other than Hong Kong.

For avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited, who subscribe the Rights Shares on behalf of CCASS participants is subject to any of the representations and warranties. 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 Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

CHEQUES AND BANKER'S CASHIER ORDERS

All cheques or 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. No receipt will be given in respect of any application monies received. Completion and return of this EAF with a cheque or a cashier's order will constitute a warranty by such person that the cheque or the cashier's 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 cheque or cashier's order is dishonoured on first presentation, and in that event the excess application and all rights thereunder will be deemed to have been declined and will be cancelled.

PERSONAL DATA COLLECTION – EAF

By completing, signing and submitting this EAF, you agree to disclose to the Company and the Registrar, Boardroom Share Registrars (HK) Limited 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 principal place of business in Hong Kong at Unit 3304, 33/F, Tower 1, Enterprise Square Five, 38 Wang Chiu Road, Kowloon Bay, 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 Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong, for the attention of Personal Data Privacy Officer.

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

申請程序

本額外申請表格填妥後，連同按每股供股股份0.34港元申請額外供股股份數目的付款，須於2022年9月6日(星期二)下午四時正前(或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期及／時間)前交回過戶登記處寶德隆證券登記有限公司(地址為香港北角電氣道148號21樓2103B室)。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「**F8 ENTERPRISES (HOLDINGS) GROUP LIMITED (EAF)**」，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往過戶登記處(地址為香港北角電氣道148號21樓2103B室)。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。

本公司將於2022年9月14日(星期三)刊發公告以發佈供股股份額外申請的分配結果。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2022年9月15日(星期四)或前後以普通郵遞方式按閣下之登記地址全數(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，則多繳申請股款預期將於2022年9月15日(星期四)或前後以普通郵遞方式按閣下之登記地址全數(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2022年9月15日(星期四)或之前以普通郵遞方式寄發予有權收取股票之人士，郵誤風險概由彼等自行承擔。

供股須待包銷協議(經補充包銷協議及第二份補充包銷協議補充)成為無條件及包銷商並無根據包銷協議條款終止包銷協議(經補充包銷協議及第二份補充包銷協議補充)後，方可作實。另請注意，包銷協議(經補充包銷協議及第二份補充包銷協議補充)載有授予包銷商權利以於發生若干事件時終止其責任之條文。有關進一步詳情，請參閱供股章程「終止包銷協議」一節。因此，供股未必一定會進行。

股份已自2022年6月30日(星期四)起按除權基準買賣。未繳股款供股股份預期於2022年8月25日(星期四)至2022年9月1日(星期四)(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／或未繳股款供股股份之股東或其他人士應審慎行事及建議諮詢其專業顧問。直至供股的所有條件達成之日止期間買賣任何股份，以及買賣未繳股款供股股份的任何股東，將相應承擔供股可能無法成為無條件或可能無法進行的風險。

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。

終止包銷協議

倘於最後終止時限前：

- (i) 發生下列事件，包銷商絕對認為將對本集團的整體業務、財務或貿易狀況或前景或對供股的成功構成重大不利影響，或基於其他理由使本公司或包銷商進行供股變為不當或不智：
 - (a) 頒佈任何新法例或規例或現有的法例或規例(或其司法詮釋)出現任何變動或發生任何性質的其他事件；

- (b) 任何地方、國家或國際出現政治、軍事、金融、監管、經濟、貨幣或其他性質(不論是否與前述任何一項同類或性質屬任何地方、國家或國際敵對狀況或武裝衝突爆發或升級)的事件或變動(不論是否構成於包銷協議(經補充包銷協議及第二份補充包銷協議補充)日期前及／或後出現或持續出現連串事件或變動的一部分)；或
 - (c) 香港市況、稅務或外匯管制出現任何變動或同時發生有關情況(包括但不限於暫停或嚴重限制證券買賣)；
- (ii) 包銷商接獲通知或透過其他方式知悉，本公司向包銷商提供的任何聲明、保證及承諾於作出時為失實或不準確，或將成為失實或不準確；
 - (iii) 本公司或本集團任何成員公司的情況出現任何變動，而包銷商絕對認為將對本集團的整體業務、財務或貿易狀況或前景構成重大不利影響；
 - (iv) 本公司嚴重違反或未能遵守其根據包銷協議(經補充包銷協議及第二份補充包銷協議補充)明確承擔的任何責任或承諾；或
 - (v) 發生包銷商合理控制範圍以外的任何不可抗力事件或連串事件(包括(但不限於其一般性情況)任何天災、戰爭、暴動、動亂、騷亂或動盪、火災、水災、爆炸、疫症、流行病、恐怖活動、罷工或停工)，而包銷商絕對認為已經或將會對本集團的整體業務或財務或貿易狀況或前景構成重大不利影響，

則包銷商有權於最後終止時限前向本公司送達書面通知終止包銷協議(經補充包銷協議及第二份補充包銷協議補充)，屆時本公司及包銷商的所有責任將告停止及終結，且概無訂約方須因包銷協議(經補充包銷協議及第二份補充包銷協議補充)或與其有關的任何事宜或事情向任何其他訂約方提出任何申索，惟本公司仍有責任向包銷商支付包銷協議訂約方當時協定的有關費用，及包銷協議(經補充包銷協議及第二份補充包銷協議補充)的若干特定條文將繼續具有十足效力及作用。

倘包銷商終止包銷協議(經補充包銷協議及第二份補充包銷協議補充)，則將不會進行供股。倘包銷商終止包銷協議(經補充包銷協議及第二份補充包銷協議補充)，本公司將另行刊發公佈。

惡劣天氣對接納供股股份及繳付股款之最後時限之影響

倘香港天文台發出八號或以上熱帶氣旋警告信號或「黑色」暴雨警告信號，及／或香港政府宣佈超強颱風引起的「極端」情況，則接納供股股份及繳付股款之最後時限將不會進行：

- (i) 香港本地時間最後接納時限當日中午十二時正前生效而於中午十二時正後除下，屆時申請額外供股股份及繳付股款之最後時限將延至同一營業日下午五時正；或
- (ii) 香港本地時間最後接納時限當日中午十二時正至下午四時正期間生效，屆時申請額外供股股份及繳付股款之最後時限將重訂為於香港時間上午九時正至下午四時正期間上述任何警告並無生效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的最後時限並無於2022年9月6日(星期二)落實，供股章程「預期時間表」一節所述的日期可能會受到影響。在該情況下，本公司將作出公告。

縮減認購規模以避免觸發強制性全面收購要約責任及不遵守公眾持股量規定

在不損害包銷協議(經補充包銷協議及第二份補充包銷協議補充)一般性原則的情況下，由於供股僅由包銷商按盡力基準包銷，為避免無意觸發強制性全面收購要約責任及不遵守公眾持股量規定，所有供股股份申請(不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承讓人，或由包銷商促成的認購人)將按本公司縮減申請至(a)不會觸發申請人或其一致行動人士的強制性全面收購要約責任及／或(b)不會導致本公司違反公眾持股量規定的水平的基準作出。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退還予申請人，而縮減暫定配額通知書股份及縮減額外申請表格股份將可供其他合資格股東透過額外申請表格認購。

此外，按照及／或根據縮減，供股股份的任何申請(不論根據暫定配額通知書或額外申請表格)將受本公司釐定的供股縮減機制所規限，其水平不會觸發任何強制性全面收購要約責任或不遵守公眾持股量規定。有關縮減供股股份申請的規模須根據以下原則按公平公正基準進行：(a)額外申請表格應於暫定配額通知書前縮減；及(b)倘由於一組股東(而非個人股東)的持股量超額而需要縮減，則額外申請表格及暫定配額通知書應在參考受影響申請人於記錄日期持有的股份數目後，按比例向受影響組別的股東作出分配，但為免生疑問，任何或任何有關後續分配亦須縮減。

派發本額外申請表格及其他供股章程文件

本額外申請表格僅向合資格股東寄發。

本公司並無採取任何行動，以批准在香港以外任何司法權區提呈發售供股股份或派發供股章程文件或任何與供股有關而發行的其他文件。任何人士如在香港以外任何地區接獲供股章程、暫定配額通知書或額外申請表格，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監管規定，否則不可視作提呈承購供股股份或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承購或申請供股股份，於接受任何暫定配額供股股份或申請額外供股股份前，必須確保遵守有關地區之法律及規例，包括(在不影響前述者下)獲得任何政府或其他許可，及就此繳付該地區規定須繳付之任何稅項及徵費。

供股章程文件將不會根據香港以外任何司法權區的適用證券法例登記或備案。

為免生疑，代表中央結算系統參與者認購供股股份之香港結算及香港中央結算(代理人)有限公司概毋須遵守任何該等聲明及保證。閣下如對本身之情況有任何疑問，應諮詢閣下本身的專業顧問。

倘本公司相信接納任何供股股份申請會違反任何司法權區的適用證券或其他法律或法規，則其保留權利拒絕接納有關申請。

支票及銀行本票

所有支票及銀行本票將於收取後予以即時兌現，就該等股款所賺取之所有利息(如有)將由本公司保留。本公司將不會就所收取的任何申請股款發出收據。填妥及交回本額外申請表格連同支票或銀行本票，即表示該人士保證該支票或銀行本票將於首次過戶時可獲兌現。在不損害本公司其他權利的情況下，本公司保留權利拒絕受理任何支票或銀行本票於首次過戶時未獲兌現的額外申請表格，而在該情況下，該額外申請及其項下一切權利將被視作放棄並予以註銷。

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過戶登記處寶德隆證券登記有限公司及／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，應寄往本公司之香港主要營業地點(地址為香港九龍九龍灣宏照道38號企業廣場五期一座33樓3304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或(視情況而定)過戶登記處(地址為香港北角電氣道148號21樓2103B室)的個人資料私隱主任為收件人。

**每份申請必須隨附一張獨立開出之支票或銀行本票
所有繳款將不獲發收據**