### IMPORTANT 重要提示

Reference is made to the prospectus issued by Cherish Sunshine International Limited ("**Company**") dated 6 January 2023 in relation to the Rights Issue ("**Prospectus**"). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

茲提述承輝國際有限公司(「本公司」)日期為二零二三年一月六日就供股刊發之章程(「供股章程」)。除文義另有所 指外,供股章程所界定之詞彙與本文件所採用者具有相同涵義。

THIS PROVISIONAL ALLOTMENT LETTER ("**PAL**") IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL EXPIRES AT 4:00 P.M. ON FRIDAY, 20 JANUARY 2023 (OR, UNDER BAD WEATHER AND/OR EXTREME CONDITIONS, SUCH LATER TIME AND/OR DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE AND PAYMENT FOR THE RIGHTS SHARES AND FOR APPLICATION" IN THE ENCLOSED SHEET).

此乃有價值及可轉讓的暫定配額通知書(「**暫定配額通知書**」),並須 閣下即時處理。本暫定配額通知書所載的要約將於二零二三年一月二十日(星期五)下午四時正(或於惡劣天氣及/或極端情況下,則於附頁「惡劣天氣對接納 供股股份及就申請繳付股款之最後接納時限之影響」一段所述之有關較後時間及/或日期)屆滿。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS PAL OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES IN THE COMPANY, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER OR REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER(S).

閣下如對本暫定配額通知書任何方面或應採取之行動有任何疑問或 閣下如已出售或轉讓 閣下於本公司的全部 或部分股份,應諮詢 閣下的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。

A copy of the Prospectus, together with a copy of this PAL and the documents specified in the paragraph headed "16. 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 (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 Securities and Futures Commission of Hong Kong take no responsibility for the contents of any of these documents.

供股章程連同本暫定配額通知書及供股章程附錄三內「16.送呈公司註冊處處長文件」一段所述之文件,已根據香 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、 聯交所及香港證券及期貨事務監察委員會對任何該等文件之內容概不負責。

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

香港交易及結算所有限公司、聯交所及香港結算對本暫定配額通知書之內容概不負責,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暫定配額通知書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。

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

買賣股份及未繳股款及繳足股款供股股份可透過香港結算設立及營運之中央結算系統進行交收,而 閣下應諮 詢 閣下之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有關交收安排之詳情 以及有關該等安排對 閣下之權利與權益可能構成之影響。

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 their nil-paid and fully-paid forms on the Stock Exchange or such other dates as may be 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.

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,並符合香港結算之證券收納規定後,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 於香港結算可能釐定之有關其他日期起,可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 日之交易必須於其後第二個結算日於中央結算系統交收。於中央結算系統進行之所有活動均須依據不時有效之中 央結算系統一般規則及中央結算系統運作程序規則進行。



Branch share registrar and transfer office in Hong Kong: Union Registrars Limited Suites 3301–04, 33/F, Two Chinachem Exchange Square 338 King's Road North Point Hong Kong

*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

### CHERISH SUNSHINE INTERNATIONAL LIMITED 承輝國際有限公司

(Incorporated in Bermuda with limited liability) (於百慕達註冊成立之有限公司) (Stock code: 1094) (股份代號: 1094)

RIGHTS ISSUE ON THE BASIS OF FIVE (5) RIGHTS SHARES FOR EVERY EIGHT (8) SHARES HELD ON THE RECORD DATE 按於記錄日期每持有八(8)股股份 獲發五(5)股供股股份之基準進行供股

PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON FRIDAY, 20 JANUARY 2023 股款最遲須於二零二三年一月二十日(星期五) 下午四時正接納時全數繳足

# PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

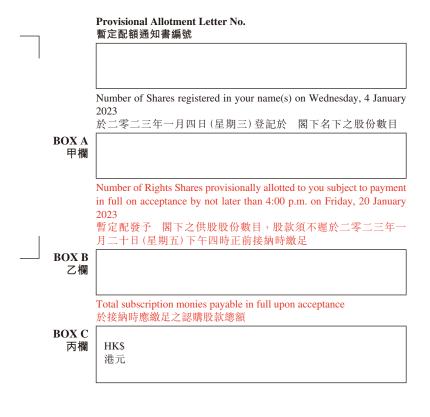
Registered office: 註冊辦事處: Clarendon House 2 Church Street Hamilton HM 11 Bermuda

Principal place of business in Hong Kong: Unit 705, 7/F Nam Wo Hong Building 148 Wing Lok Street Sheung Wan Hong Kong

香港主要營業地點: 香港 上環 永樂街148號 南和行大廈 7樓705室

**6 January 2023** 二零二三年一月六日

Name(s) and address of Qualifying Shareholder(s) 合資格股東的姓名及地址



Name of bank on which cheque/cashier's order is drawn: 支票/銀行本票付款銀行名稱:

Cheque/cashiers' order no.: 支票/銀行本票號碼:

Contact telephone no.: 聯絡電話號碼: TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, UNION REGISTRARS LIMITED AT SUITES 3301–04, 33/F, TWO CHINACHEM EXCHANGE SQUARE, 338 KING'S ROAD, NORTH POINT, HONG KONG, TOGETHER WITH A REMITTANCE BY CHEQUE OR CASHIER'S ORDER IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR BY NOT LATER THAN 4:00 P.M. ON FRIDAY, 20 JANUARY 2023 (OR, UNDER BAD WEATHER AND/OR EXTREME CONDITIONS, SUCH LATER TIME AND/OR DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE AND PAYMENT FOR THE RIGHTS SHARES AND FOR APPLICATION" IN THE ENCLOSED SHEET). ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS BY CHEQUES WHICH MUST BE DRAWN ON AN ACCOUNT WITH, OR BY CASHIER'S ORDERS WHICH MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "UNION REGISTRARS LTD — CLIENTS' ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT IN THE ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

The Underwriter has the right under the Underwriting Agreement to terminate the Underwriting Agreement by notice in writing to the Company served prior to the Latest Time for Termination in certain circumstances set out in the Underwriting Agreement (a summary of which is set out in the section headed "Termination of the Underwriting Agreement" in the Prospectus). The Rights Issue is subject to the fulfilment of the conditions set out under the paragraph headed "Conditions of the Rights Issue" in the section headed "The Underwriting Agreement" in the "Letter from the Board" in the Prospectus. If any of the conditions of the Rights Issue is not fulfilled or the Underwriting Agreement is terminated at or before 4:00 p.m. on Friday, 3 February 2023 (or such later time and/or date as the Company and the Underwriter may agree in writing), the Rights Issue will not proceed.

Dealings in the Rights Shares in the nil-paid form will take place from Tuesday, 10 January 2023 to Tuesday, 17 January 2023 (both dates inclusive) on the Stock Exchange. Any Shareholders or other persons dealing in the Shares or in the Rights Shares in the nil-paid form up to the date on which all conditions to which the Rights Issue is subject are fulfilled (and the date on which the Underwriter's right of termination of the Underwriting Agreement ceases), will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. If the Rights Issue fails to proceed, the subscription monies received will be refunded to the applicants by cheques without interest by ordinary post to their registered addresses at the risk of such persons. Any Shareholders or other persons contemplating transferring, selling or purchasing Shares and/or Rights Shares in the nil-paid form during such periods are recommended to consult their professional advisers.

Each person accepting the provisional allotment specified in this PAL confirms that he/she/it has read the terms and conditions and acceptance procedures set out in the enclosed sheet and in the Prospectus and agrees to be bound by them.

閣下如欲全數接納供股股份之暫定配額,必須將本暫定配額通知書整份連同以港元繳付上文丙欄所示之全數股款 (以支票或銀行本票形式),不遲於二零二三年一月二十日(星期五)下午四時正(或於惡劣天氣及/或極端情況下, 則於附頁「惡劣天氣對接納供股股份及就申請繳付股款之最後接納時限之影響」一段所述之較後日期及/或時間) 送達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)並獲過戶登 記處收訖。所有股款須以港元繳付,並以在香港持牌銀行賬戶開出之支票或以香港持牌銀行發出之銀行本票支付。 所有支票或銀行本票均須註明抬頭人為「UNION REGISTRARS LTD — CLIENTS' ACCOUNT」,並以「只准入抬頭 人賬戶」劃線方式開出。有關轉讓及分拆配額之指示載於附頁。本公司將不就有關股款另發收據。

在包銷協議所載若干情況(有關概要載於供股章程內「終止包銷協議」一節)下,包銷商有權根據包銷協議,於最後 終止時限前透過向本公司發出書面通知,終止包銷協議。供股須待供股章程「董事會函件」內「包銷協議」一節內「供 股之條件」一段所載條件獲達成後,方告作實。倘若於二零二三年二月三日(星期五)下午四時正或之前(或本公司 與包銷商可能書面協定的其他較後時間及/或日期),供股的任何條件未獲達成或包銷協議已告終止,則供股將 不會進行。

未繳股款供股股份將於二零二三年一月十日(星期二)至二零二三年一月十七日(星期二)(包括首尾兩日)在聯交所 買賣。任何股東或其他人士於供股全部條件獲達成當日前買賣股份或於直至供股所有條件獲達成當日(及包銷商 終止包銷協議之權利終止當日)為止之期間以未繳股款方式買賣供股股份,須相應承擔供股可能不會成為無條件 或可能不會進行之風險。倘供股未能進行,則所收取之認購股款將不計利息以支票退還予申請人,退款支票將以 平郵寄發至有關人士之登記地址,郵誤風險概由彼等自行承擔。任何股東或其他人士如欲於該期間內轉讓、出售 或購買股份及/或未繳股款供股股份,應諮詢彼等之專業顧問。

接納本暫定配額通知書所訂明之暫定配額之每位人士均確認其已閱讀所附附頁及供股章程所載之條款及條件以及 接納手續,並同意受其約束。

# A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION NO RECEIPT WILL BE GIVEN FOR REMITTANCE 每份申請須隨附一張獨立開出的支票或銀行本票 本公司將不就股款另發收據

| OF ANY TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS PROVISIONAL ALLOTMENT LETTER.<br>如轉讓供股股份的認購權,每項買賣均須繳付香港從價印花税。除以出售形式外,饋贈或轉讓實益擁有的權益亦須繳付香港從價印花税。在登記轉讓本暫定<br>配額通知書所代表之認購供股股份之權利前,須出示已繳付香港從價印花税的證明。 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                        |                                                                                                                                                                             | FORM OF TRANSFER AN<br>轉讓及提名表                                                                                                                                     |                        | ATION                                   |               |                     |                    |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------------------|---------------|---------------------|--------------------|
| Forn                   | <b>form B</b> (To be completed and signed only by Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Share(s) |                                                                                                                                                                   |                        |                                         |               |                     |                    |
| 表格                     | Z                                                                                                                                                                           | comprised herein)<br>(只供擬轉讓其/彼等全部供股股份認購權的合資格股東填寫及簽署)                                                                                                              |                        |                                         |               |                     |                    |
| To:                    | The Directors<br>Cherish Sunshine Internation                                                                                                                               | al Limited                                                                                                                                                        |                        |                                         |               |                     |                    |
| 致:                     | 承輝國際有限公司                                                                                                                                                                    |                                                                                                                                                                   |                        |                                         |               |                     |                    |
| Door S                 | 列位董事 台照<br>Sir/Madam,                                                                                                                                                       |                                                                                                                                                                   |                        |                                         |               |                     |                    |
| I/We h<br>(Form<br>敬啟者 | ereby transfer all of my/our righ<br>C) below.<br>旨:                                                                                                                        | ts to subscribe for the Rights Shares comprised in this P<br>書所列本人/吾等的供股股份的認購權全數轉譯                                                                                | *                      |                                         | e             | 0 0                 | **                 |
| 1                      | 日牙哇肘不自足能很遮滞                                                                                                                                                                 |                                                                                                                                                                   |                        |                                         |               | <b>秋</b> 伯四月1日7天王   |                    |
|                        | Signature(s) of                                                                                                                                                             | Qualifying Shareholder(s) (all joint Shareholders m                                                                                                               | nust sign)             | 合資格股東簽署(所有1                             | 聯名股東:         | 均須簽署)               |                    |
|                        |                                                                                                                                                                             |                                                                                                                                                                   |                        | ate:                                    |               |                     | 2023               |
|                        |                                                                                                                                                                             |                                                                                                                                                                   |                        | 日期:二零二三年                                |               |                     |                    |
|                        | Hong Kong Stamp duty of HI                                                                                                                                                  | \$5.00 and ad valorem stamp duty is payable in conn<br>閣下轉讓供股股份之認購權須繳付香港」                                                                                         | ection with<br>印花税5.00 | the transfer of your right<br>港元及從價印花税。 | s to subsci   | ribe for the Rights | s Shares.          |
|                        |                                                                                                                                                                             | REGISTRATION APPLI<br>登記申請表                                                                                                                                       |                        | ORM                                     |               |                     |                    |
| Forn                   | n C                                                                                                                                                                         | (To be completed and signed only by th                                                                                                                            | e person(s)            |                                         | cribe         |                     |                    |
| 表格                     | ·丙                                                                                                                                                                          | for the Rights Shares<br>(僅供已獲承讓供股股份                                                                                                                              | s have been<br>▶認購權之。  | transferred)<br>人士填寫及簽署)                |               |                     |                    |
| To:                    | The Directors<br>Cherish Sunshine Internation                                                                                                                               | al Limited                                                                                                                                                        |                        |                                         |               |                     |                    |
| 致:                     | 承輝國際有限公司                                                                                                                                                                    |                                                                                                                                                                   |                        |                                         |               |                     |                    |
| D                      | 列位董事 台照                                                                                                                                                                     |                                                                                                                                                                   |                        |                                         |               |                     |                    |
| I/We r                 |                                                                                                                                                                             | r of Rights Shares mentioned in Box B of Form A in my                                                                                                             | y/our name(s           | ). I/We agree to accept the             | same on th    | ne terms embodied   | in this PAL and    |
| 敬啟者                    | ¥^:                                                                                                                                                                         | brandum of association and bye-laws of the Company.                                                                                                               |                        |                                         |               |                     |                    |
| 本人/<br>以及在             | ( 音等: ) 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一                                                                                                                                 | 內乙欄所列之供股股份數目,登記於本人/吾等<br>及細則規限下,接納此等供股股份。                                                                                                                         | 等名卜。平                  | 人/吾等同意按照本暫                              | ↓<br>定 配 額 Ͽ  | <b></b> 围知書及供股草     | <b>桯</b> 所 載 條 款 , |
|                        |                                                                                                                                                                             |                                                                                                                                                                   |                        | Existing Shareholder(s)                 |               |                     |                    |
|                        |                                                                                                                                                                             |                                                                                                                                                                   |                        | Please mark "X" in this b<br>現有股東請在本欄內  | yox<br>填上「X」影 | 虎                   |                    |
|                        | To be compl                                                                                                                                                                 | eted in <b>BLOCK</b> letters in <b>ENGLISH</b> . Joint applicants<br>請用 <b>英文正楷</b> 填寫。聯名申請人只須均<br>For Chinese applicant(s), please provide your n<br>中國籍申請人請同時填寫 | 真報排名首                  | 位的申請人地址。                                | ned applic    | ant only.           |                    |
| Name                   | e in English                                                                                                                                                                | Family name or Company name                                                                                                                                       | MIXXX                  | Other names                             |               | Name in Chinese     | :                  |
| 英文姓名                   |                                                                                                                                                                             | 姓氏或公司名稱                                                                                                                                                           |                        | 名字                                      |               | 中文姓名                |                    |
|                        |                                                                                                                                                                             |                                                                                                                                                                   |                        |                                         |               |                     |                    |
| in En                  | e(s) of joint applicant(s)<br>glish (if any)                                                                                                                                |                                                                                                                                                                   |                        |                                         |               |                     |                    |
| 聯名                     | 申請人英文姓名(如有)                                                                                                                                                                 |                                                                                                                                                                   |                        |                                         |               |                     |                    |
|                        | ess in English (Joint applicants                                                                                                                                            |                                                                                                                                                                   |                        |                                         |               |                     |                    |
| name                   | d give the address of the first-<br>d applicant only)                                                                                                                       |                                                                                                                                                                   |                        |                                         |               |                     |                    |
| 英文                     | 地址(聯名申請人<br>填報排名首位的                                                                                                                                                         |                                                                                                                                                                   |                        |                                         |               |                     |                    |
| 申請                     | 人的地址)                                                                                                                                                                       |                                                                                                                                                                   |                        |                                         |               |                     |                    |
| 0000                   | pation                                                                                                                                                                      |                                                                                                                                                                   |                        | Telephone No.                           |               |                     |                    |
| 職業                     |                                                                                                                                                                             |                                                                                                                                                                   |                        | 電話號碼                                    |               |                     |                    |
|                        |                                                                                                                                                                             | Dividend Instructions                                                                                                                                             | 股息指示                   | 1                                       |               |                     |                    |
|                        | e and address of bank<br>名稱及地址                                                                                                                                              |                                                                                                                                                                   |                        | Bank account number 銀行賬戶號碼              |               |                     |                    |
| 1                      |                                                                                                                                                                             | 2 3 _                                                                                                                                                             |                        |                                         |               |                     |                    |
| 1                      | Sign                                                                                                                                                                        | 2 3<br>ature(s) of applicant(s) (all joint applicant(s) must si                                                                                                   |                        |                                         |               |                     |                    |
|                        | 8                                                                                                                                                                           |                                                                                                                                                                   | -                      | ate:                                    |               |                     | 2023               |
|                        |                                                                                                                                                                             |                                                                                                                                                                   |                        | 日期:二零二三年                                |               | 月                   | 日                  |
|                        | ** **                                                                                                                                                                       |                                                                                                                                                                   |                        |                                         |               |                     |                    |

Hong Kong ad valorem stamp duty is payable in connection with the acceptance of your rights to subscribe for the Rights Shares. 閣下接納供股股份之認購權須繳付香港從價印花税。

# CHERISH SUNSHINE INTERNATIONAL LIMITED 承輝國際有限公司

(Incorporated in Bermuda with limited liability)

(Stock code: 1094)

Dear Qualifying Shareholder(s),

6 January 2023

# INTRODUCTION

Reference is made to the prospectus of Cherish Sunshine International Limited (the "**Company**") dated 6 January 2023 in relation to the Rights Issue (the "**Prospectus**"). Terms used herein shall have the same meanings as defined in the Prospectus unless the context otherwise requires. In accordance with and subject to the terms and conditions as set out in the Prospectus, the Directors have provisionally allotted to you a number of Rights Shares on the basis of five (5) Rights Shares for every eight (8) existing Shares in issue registered in your name(s) in the register of members of the Company on the Record Date (that is, Wednesday, 4 January 2023) at the Subscription Price of HK\$0.63 per Rights Share. Your holding of the Shares on the Record Date is set out in Box A in Form A and the number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

The Prospectus Documents have not been and will not be registered under the applicable securities legislation of any jurisdictions other than Hong Kong. No action has been taken by the Company to permit the offering of the Rights Issue in any territory outside Hong Kong.

No persons receiving a copy of the Prospectus or a PAL in any jurisdiction or territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in the relevant jurisdiction or territory, such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof or where the offer is made in reliance on any exemption or where compliance with the relevant legal or regulatory requirement will not, in the Board's judgement, be unduely burdensome. It is the responsibility of any person outside Hong Kong (including but not limited to any agent, custodian, nominee or trustee on his/her/is behalf) wishing to subscribe or make on his/her/its/their behalf an application for the Rights Shares under the Rights Issue, to satisfy himself/herself/itself/themselves as to the observance of the laws and regulations of all relevant jurisdiction or territory, including the obtaining of any governmental or other consents and to pay any taxes and duties and other amounts required to be paid in such jurisdiction or territory in connection therewith. Any acceptance of the offer of the Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been fully complied with. Such persons should consult their professional advisers if in doubt. No application for Rights Shares will be accepted from the Non-Qualifying 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.

### **RIGHTS SHARES**

The Rights Shares, when allotted, fully paid or credited as fully paid, will rank *pari passu* in all respects among themselves and with the Shares then in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which may be declared, made or paid on or after the date of allotment and issue of the fully-paid Rights Shares. Dealings in the Rights Shares in both nil-paid and fully-paid forms will be subject to the payment of stamp duty, the Stock Exchange trading fee, SFC transaction levy, Financial Reporting Council transaction levy or any other applicable fees and charges in Hong Kong.

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 Right Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other dates as may be 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.

# PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact with the Registrar, Union Registrars Limited, at Suites 3301–04, 33/F, Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong, together with a remittance by cheque or cashier's order for the full amount payable on acceptance, as shown in Box C in Form A, so as to be received by not later than 4:00 p.m. on Friday, 20 January 2023 (or, under bad weather and/or extreme conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance and payment for the Rights Shares and for application" below). All remittances must be made in Hong Kong dollars. 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 "UNION REGISTRARS LTD — CLIENTS' ACCOUNT" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the memorandum of association and bye-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

It should be noted that unless this duly completed PAL, together with the appropriate remittance shown in Box C in Form A, has been lodged in the manner as described above, by not later than 4:00 p.m. on Friday, 20 January 2023 (or, under bad weather and/or extreme conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance and payment for the Rights Shares and for application" below), whether by the original allottee or any person to whom the provisional allotment has been validly transferred, the relevant provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to but may (at its sole and absolute discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions in the PAL. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

Completion and return of this PAL will constitute a warranty and representation to the Company, from such person, that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong, in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that in doing so would violate the applicable securities legislations or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the above representation or warranty.

### TRANSFER AND SPLITTING

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the "Form of transfer and nomination" (Form B) and hand this PAL to the transferee(s) or through whom you are transferring your rights. The transferee(s) must then complete and sign the "Registration application form" (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C in Form A 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 not later than 4:00 p.m. on Friday, 20 January 2023 (or, under bad weather and/or extreme conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance and payment for the Rights Shares and for application" 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 "UNION REGISTRARS LTD — CLIENTS' ACCOUNT" and crossed "Account Payee Only". It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights. If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer all or part of your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by not later than 4:00 p.m. on Thursday, 12 January 2023 with the Registrar, Union Registrars Limited, at Suites 3301–04, 33/F, Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong, who will cancel the original PAL and issue new PAL(s) in the denominations required which will be available for collection at the Registrar, Union Registrars Limited, at Suites 3301–04, 33/F, Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong, after 9:00 a.m. on the second Business Day after the surrender of the original PAL(s). The Company is not obliged to but may (at its sole and absolute discretion), treat PAL(s) as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions in the PAL. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

# TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter may terminate the Underwriting Agreement by notice in writing to the Company at any time prior to 4:00 p.m. on Friday, 3 February 2023 (i.e. the Latest Time for Termination) to terminate the Underwriting Agreement if, prior to the Latest Time for Termination:

- (1) in the reasonable opinion 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 materially and adversely affect the business or the financial or trading position or prospects of the Company 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 thereof) 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 materially and adversely affect the business or the financial or trading position or prospects of the Company 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 or trading in securities) occurs which in the reasonable 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 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 the destruction of any material asset of the Company; 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 in the reasonable opinion of the Underwriter will materially and adversely affect the success of the Rights Issue and/or the prospects of the Company taken 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 Company 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 Documents and not having been disclosed in the Prospectus Documents, would have constituted, in the reasonable opinion of the Underwriter, an omission which is material 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 ten consecutive Business Days, excluding any suspension in connection with the clearance of the Announcement or the Prospectus Documents or other announcements in connection with the Rights Issue.

# If prior to the Latest Time for Termination, any such notice referred to above is given by the Underwriter, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine, and the Rights Issue will not proceed.

# CONDITIONS OF THE RIGHTS ISSUE

The Rights Issue is conditional upon the obligations of the Underwriter under the Underwriting Agreement becoming unconditional and that the Underwriting Agreement is not terminated in accordance with its terms. Please refer to the paragraph headed "Conditions of the Underwriting Agreement" in the section headed "Letter from the Board" in the Prospectus for details of the conditions of the Underwriting Agreement. In the event that the conditions of the Rights Issue (and the Underwriting Agreement) are not fulfilled at or before the Latest Time for Termination, the Rights Issue will not proceed.

### CHEQUES AND CASHIER'S ORDER

All cheques and cashier's orders will be presented for payment immediately upon receipt and all interests earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of the PAL with a cheque or a cashier's order in payment for the Rights Shares, whether by a Qualifying Shareholder or such other person(s) to whom the rights to subscribe for the Rights Shares have been validly transferred, will constitute a warranty by such person(s) 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 PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and in that event the relevant provisional allotment of Rights Shares and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled. No receipt will be issued in respect of any PAL and/or relevant remittance received.

### SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

Subject to the fulfilment of the conditions of the Rights Issue, share certificates for the fully-paid Rights Shares are expected to be despatched on or before Wednesday, 8 February 2023 to those Qualifying Shareholders who have accepted and paid for the Rights Shares by ordinary post at their own risk. You, except HKSCC Nominees Limited, will receive one share certificate for all the Rights Shares in fully-paid form allotted and issued to you.

If the Rights Issue does not become unconditional or does not proceed, refund cheques, without interest, in respect of the application monies received are expected to be despatched by ordinary post at your own risk to your registered addresses on or before Wednesday, 8 February 2023. Refund cheques (crossed "Account Payee Only") will be despatched by ordinary post to the registered addresses of the relevant applicants of the Rights Shares at the risk of such applicants.

### FRACTIONAL ENTITLEMENTS

No fractional entitlements to the Rights Shares will be issued to the Shareholders and no entitlements of the Non-Qualifying Shareholders to the Rights Shares will be issued to the Non-Qualifying Shareholders. All fractions of the Rights Shares will be rounded down to the nearest whole number of Rights Shares and aggregated and, if a premium (net of expenses) can be achieved, sold in the market by the Company for its own benefit.

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

The Latest Time for Acceptance and payment for the Rights Shares will not take place if there is a tropical cyclone warning signal no. 8 or above, or "extreme conditions" caused by super typhoons which is 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 date of the Latest Time for Acceptance. Instead, the Latest Time for Acceptance and payment for the 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 Acceptance and payment for the Rights Shares will be extended to 4:00 p.m. on the next 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 are postponed in accordance with the foregoing, the dates of the events subsequent to the Latest Time for Acceptance mentioned in this section may be affected. An announcement will be made as soon as practicable by the Company in such event.

### GENERAL

Lodgment of this PAL with, where relevant, the "Form of transfer and nomination" (Form B) purporting to have been signed by the person(s) in whose favour this PAL has been issued, shall be conclusive evidence of the title or the party or parties lodging it to deal with the same and to receive a split PAL and/or the share certificates for the fully-paid Rights Shares.

Further copies of the Prospectus are available at the Registrar, Union Registrars Limited, at Suites 3301–04, 33/F, Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong.

All documents, including refund cheques (if any), and the share certificates of the fully-paid Rights Share, will be sent by ordinary post at the risks of the relevant applicants or other persons entitled thereto to their registered addresses by the Registrar. Any refund cheques will be drawn in favour of the person named on Form A or Form C (or in case of joint applicants, the first-named applicant).

This PAL and all acceptances of the offer contained herein shall be governed by and construed in accordance with the laws of Hong Kong.

# PERSONAL DATA COLLECTION - PAL

By completing, signing and submitting this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) ("**PDPO Ordinance**") provides the holders of securities with rights to ascertain whether the Company or the Registrar holds their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the PDPO 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 705, 7/F, Nam Wo Hong Building, 148 Wing Lok Street, Sheung Wan, 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 its address set out above for the attention of Privacy Compliance Officer.

By the order of the Board Cherish Sunshine International Limited Wu Siyuan Chairman and Chief Executive

# CHERISH SUNSHINE INTERNATIONAL LIMITED

# 承輝國際有限公司

(於百慕達註冊成立之有限公司)

# (股份代號:1094)

敬啟者:

### 緒言

茲提述承輝國際有限公司(「本公司」)日期為二零二三年一月六日有關供股之供股章程(「供股章程」)。除文義另有 所指外,本文件所採用詞彙與供股章程所界定者具有相同涵義。根據供股章程所載條款及條件及在其規限下,董 事已向 閣下暫定配發若干數目供股股份,基準為於記錄日期(即二零二三年一月四日(星期三)以 閣下名義在本 公司股東名冊上登記之每八(8)股現有已發行股份獲發五(5)股供股股份,認購價為每股供股股份0.63港元。 閣下 於記錄日期持有之股份列於表格甲內甲欄,而 閣下所獲暫定配發之供股股份數目則列於表格甲內乙欄。

章程文件並無及將不會根據任何香港以外司法權區之任何適用證券法例登記。本公司並無採取行動准許在香港以 外任何地區發售供股股份。

於香港以外任何司法權區或地區接獲供股章程或暫定配額通知書之人士,不得視之為申請供股股份要約或邀請, 除非有關要約或邀請可於相關司法權區或地區合法地作出而毋須遵照任何登記或其他法律或監管規定,或該等要 約是依賴任何豁免而作出或根據董事會的判斷,該要約在符合有關法律或監管規定方面不會過於繁重。在香港以 外地區而擬為其利益認購或申請供股項下的供股股份之任何人士(包括但不限於其任何代理人、託管人、代名人 或受托人),須自行遵守所有相關司法權區或地區之法例及規例(包括取得任何政府或其他同意),並繳付有關司 法權區或地區就此而規定繳付之任何税項即及徵税以及其他款項。任何人士接納任何供股股份要約將被視為構成 該人士對本公司作出其已全面遵守當地法律及規定之聲明及保證。有關人士如有任何疑問,應諮詢其專業顧問。 本公司將不會接納不合資格股東(如有)認購供股股份之申請。倘本公司相信接納任何認購供股股份之申請會觸犯 香港以外任何司法權區之適用證券或其他法律或規例,則本公司保留拒絕接納有關申請之權利。

### 供股股份

供股股份經配發、繳足或入賬列作繳足股款後,將在所有方面於彼此之間及與當時已發行股份享有同等地位。繳 足股款供股股份之持有人將有權收取可能於配發及發行繳足股款供股股份當日或之後宣派、作出或派付之所有未 來股息及分派。買賣未繳股款及繳足股款供股股份將須繳付印花税、聯交所交易費、證監會交易徵費、財務匯報 局交易徵費或任何其他香港適用之費用及收費。

待未繳股款及繳足股款供股股份獲批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,可自該等未繳股款及繳足股款供股股份各自於聯交所開始買賣 日期(或香港結算可能釐定的其他日期)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,須於其後第二個交收日在中央結算系統內進行交收。經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。

# 接納之手續

閣下如欲承購供股股份之全部暫定配額,必須將整份本暫定配額通知書連同表格甲內丙欄所載於接納時應付之全 數股款(以支票或銀行本票形式),不遲於二零二三年一月二十日(星期五)下午四時正(或於惡劣天氣及/或極端 情況下,則於下文「惡劣天氣對接納供股股份及就申請繳付股款之最後接納時限之影響」一段所述之較後時間及/ 或日期)送達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)並 獲收訖。所有股款須以港元繳付。支票須以香港之持牌銀行賬戶開出,或銀行本票須由香港之持牌銀行發出,及 註明抬頭人為「UNION REGISTRARS LTD — CLIENTS' ACCOUNT」,並劃線註明「只准入抬頭人賬戶」。繳付股款 後,即表示已按本暫定配額通知書及供股章程所載之條款,並在本公司組織章程大綱及細則的規限下接納供股股 份之暫定配額。本公司將不另發股款收據。所有有關本暫定配額通知書之查詢均須寄交上述地址之過戶登記處。 謹請注意,除非正式填妥之本暫定配額通知書連同表格甲內丙欄所示之應繳股款於不遲於二零二三年一月二十日 (星期五)下午四時正(或於惡劣天氣及/或極端情況下,則於下文「惡劣天氣對接納供股股份及就申請繳付股款之 最後接納時限之影響」一段所述之較後時間及/或日期)由原承配人或任何已有效承讓暫定配額之人士按上述方式 送達過戶登記處,否則有關暫定配額及其項下之一切權利及配額將被視作放棄並予以註銷。即使暫定配額通知書 並未遵照暫定配額通知書之相關指示填妥,本公司無需但可全權酌情決定視暫定配額通知書為有效,並使遞交暫 定配額通知書之人士或其代表受其約束。本公司可要求有關未填妥之暫定配額通知書申請人於稍後填妥有關表格。

填妥及交回本暫定配額通知書將構成有關人士向本公司作出保證及聲明,其已經或將會就暫定配額通知書及其任 何接納妥為遵守香港以外所有相關司法權區之一切登記、法律及監管規定。本公司保留權利在其相信接納任何供 股股份認購申請將觸犯任何司法權區之適用證券法例或其他法律或規例之情況下,拒絕接納有關認購申請。為免 生疑問,香港結算或香港中央結算(代理人)有限公司將概不受任何上述聲明或保證規限。

### 轉讓及分拆

閣下如欲轉讓根據本暫定配額通知書暫定配發予 閣下之供股股份之全部認購權,須填妥及簽署「轉讓及提名表格」 (表格乙)並將本暫定配額通知書交予承讓人或接納 閣下轉讓權利之人士。承讓人須填妥及簽署「登記申請表格」(表 格丙),並將整份暫定配額通知書連同表格甲內丙欄所載於接納時應繳之全數股款,不遲於二零二三年一月二十日(星 期五)下午四時正(或於惡劣天氣及/或極端情況下,則於下文「惡劣天氣對接納供股股份及就申請繳付股款之最 後接納時限之影響」一段所述之較後時間及/或日期)送達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)並獲收訖。

所有股款須以港元繳付,並以由香港持牌銀行賬戶開出之支票或由香港持牌銀行發出之銀行本票支付,註明抬 頭人為「UNION REGISTRARS LTD — CLIENTS' ACCOUNT」,並劃線註明「只准入抬頭人賬戶」。謹請注意,轉 讓 閣下認購有關供股股份之權利予承讓人及承讓人接納該等權利須繳付香港印花税。 閣下如僅欲接納 閣下 之部分暫定配額,或轉讓根據本暫定配額通知書暫定配發予 閣下之供股股份之部分認購權,或向超過一名人士 轉讓 閣下全部或部分權利,則 閣下須不遲於二零二三年一月十二日(星期四)下午四時正將原暫定配額通知書 送達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)予以註銷, 過戶登記處將會註銷原暫定配額通知書並按所需數目發出新暫定配額通知書。新暫定配額通知書將可於交出原暫 定配額通知書後第二個營業日上午九時正後於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)領取。即使暫定配額通知書並未遵照暫定配額通知書之相關指示填妥,本公司無需 但可全權酌情決定視暫定配額通知書為有效,並使遞交暫定配額通知書之人士或其代表受其約束。本公司可要求 有關未填妥之暫定配額通知書申請人於稍後填妥有關表格。

### 終止包銷協議

倘於最後終止時限前發生以下情況,包銷商可於二零二三年二月三日(星期五)下午四時正前(即最後終止時限)向 本公司發出書面通知以終止包銷協議:

- (1) 包銷商合理認為,供股之成功將因以下情況而受到重大不利影響:
  - (a) 頒佈任何新法例或法規或現有法例或法規(或其司法詮釋)出現任何變動,或發生任何性質之其他事件, 可能對本公司之整體業務或財務或經營狀況或前景構成重大不利影響,或對供股而言屬重大不利情況; 或
  - (b) 發生任何地方、國家或國際性事件或變動(不論是否構成於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之一部分),而有關事件或變動屬政治、軍事、金融、經濟或其他性質(不論是否與前述任何一項屬同一類別),或具有地方、國家或國際性敵對行為或武裝衝突爆發或升級之性質,或影響當地證券市場,可能對本公司整體業務或財務或經營狀況或前景構成重大不利影響,或對供股之成功進行構成重大不利影響或導致進行供股屬不宜或不智;或

- (2) 市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、證券買賣暫停或受嚴 重限制),而包銷商合理認為可能對供股之成功構成重大或不利影響或導致進行供股屬不宜或不智;或
- (3) 本公司之情況出現包銷商合理認為會對本公司之前景構成重大不利影響之變動,包括但不限於提出清盤呈請 或通過清盤或結業之決議案,或銷毀本公司任何重大資產;或
- (4) 任何不可抗力事件,包括但不限於任何天災、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、罷工或停工,而包銷商合理認為有關情況會對供股之順利進行及/或本公司整體前景造成重大不利影響;或
- (5) 本公司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(不論是否與上述任何一項同類);或
- (6) 倘於緊接章程文件日期前發生或發現任何事宜且並無於章程文件中披露,而包銷商合理認為有關事宜構成對 供股而言屬重大之遺漏;或
- (7) 聯交所連續十個營業日以上全面暫停證券買賣或暫停本公司證券買賣,涉及核准該公告或章程文件或有關供 股之其他公告而暫停買賣者則除外。

# 倘包銷商於最後終止時限前發出上文所述通知,則包銷商於包銷協議項下之所有責任將告終止及終結,而供股將 不會進行。

#### 供股之條件

供股須待包銷商於包銷協議項下之責任成為無條件,且包銷協議並無根據其條款終止後,方可作實。有關包銷協 議之條件的詳情,請參閱供股章程「董事會函件」一節內「包銷協議之條件」一段。若供股(及包銷協議)之條件未能 於最後終止時限或之前達成,則供股將不會進行。

### 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,而自有關股款產生之所有利息(如有)將全部撥歸本公司所有。填妥並 交回暫定配額通知書連同支付供股股份股款之支票或銀行本票(不論由合資格股東或已獲有效轉讓供股股份認購 權的其他人士交回),即表示有關人士保證支票或銀行本票將於首次過戶時獲兑現。倘支票或銀行本票於首次過 戶時未能兑現,在不影響本公司之其他權利之情況下,本公司保留拒絕受理任何暫定配額通知書之權利,且於該 情況下,供股股份之有關暫定配額及其項下之一切權利及配額將視作已遭放棄而被註銷。概不會就所接獲之任何 暫定配額通知書及/或相關股款發出收據。

### 供股之股票及退款支票

待達成供股的條件,預期繳足股款供股股份的股票將於二零二三年二月八日(星期三)或之前以平郵寄發予該等已 接納供股股份並繳付股款的合資格股東,惟郵誤風險概由彼等自行承擔。除香港中央結算(代理人)有限公司外, 閣 下將會就配發及發行予 閣下之所有供股股份(均為繳足股款)獲發一張股票。

倘供股未能成為無條件或未能進行,則已收取之申請股款(不計利息)之退款支票預期將於二零二三年二月八日(星 期三)或之前以平郵寄發至 閣下之登記地址,郵誤風險概由 閣下自行承擔。退款支票(劃綫註明「**只准入抬頭人** 賬戶」)將以平郵寄發至有關供股股份申請人之登記地址,郵誤風險概由有關申請人自行承擔。

#### 零碎配額

供股股份之零碎配額將不會發行予股東,而不合資格股東亦不會獲發行供股股份之配額。所有零碎供股股份將向 下湊整至最接近供股股份整數並合併,及(倘扣除開支後可獲得溢價)由本公司於市場上出售,收益歸本公司所有。

### 惡劣天氣對接納供股股份及就申請繳付股款之最後接納時限之影響

倘於下列時間懸掛八號或以上熱帶氣旋警告信號或香港政府宣佈因超強颱風引起的「極端情況」或「黑色」暴雨警告 信號,則最後接納時限及就供股股份繳付股款將不會落實:

- (i) 於最後接納時限中午十二時正前任何本地時間在香港生效,並於中午十二時正後不再生效,則最後接納時限 及就供股股份繳付股款將順延至同一營業日下午五時正;或
- (ii) 於最後接納時限當日中午十二時正至下午四時正期間任何本地時間在香港生效,則最後接納時限及就供股股份繳付股款將順延至下一個於上午九時正至下午四時正任何時間並無上述警告在香港生效之營業日下午四時正。

倘最後接納時限及就供股股份繳付根據上述者順延,本節所述最後接納時限後之事件或會受到影響。在此情況下, 本公司將在實際可行情況下盡快作出公告。

### 一般事項

本暫定配額通知書連同(如相關)宣稱由獲發本暫定配額通知書人士所簽署之「轉讓及提名表格」(表格乙)一經交回, 即確證交回之人士之所有權及有權處理本暫定配額通知書及收取分拆暫定配額通知書及/或有關繳足股款供股股 份之股票。

閣下如需要額外之供股章程,可於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)索取。

所有文件(包括退款支票(如有)及繳足股款供股股份之股票)將由過戶登記處以平郵寄發至有關申請人或其他應得 人士之登記地址,郵誤風險概由彼等自行承擔。任何退款支票均以表格甲或表格丙上填上之姓名作為抬頭人(或 如屬聯名申請人,則以排名首位之申請人為抬頭人)。

本暫定配額通知書及所有接納其中所載之要約均須受香港法例規管,並按其詮釋。

### 收集個人資料 — 暫定配額通知書

填妥、簽署及交回本暫定配額通知書,即表示 閣下同意向本公司、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 閣下為其利益而接納暫定配發供股股份之人士之任何資料。香港法例第486 章《個人資料(私隱)條例》(「個人資料私隱條例」)賦予證券持有人權利,可確定本公司或過戶登記處是否持有其個 人資料、索取有關資料之副本及更正任何不準確資料。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查閱有關政策及慣例以及持有資料種類之訊息之 所有要求,應寄往本公司之香港主要營業地點(地址為香港上環永樂街148號南和行大廈7樓705室)或根據適用法例 不時通知之地址,並以本公司之公司秘書為收件人,或(視情況而定)寄往過戶登記處(於其上述地址),並以私隱 條例事務主任為收件人。

此 致

列位合資格股東 台照

承董事會名 **承輝國際有限公司** *主席兼首席執行官* **吳思遠** 謹啟

二零二三年一月六日