



CHINA WANTIAN HOLDINGS LIMITED
中國萬天控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1854)

Hong Kong Branch
Share Registrar and
Transfer Office:
 Tricor Investor Services Limited
 17/F, Far East Finance Centre
 16 Harcourt Road
 Hong Kong

RIGHTS ISSUE ON THE BASIS OF
ONE (1) RIGHTS SHARE FOR
EVERY FIVE (5) EXISTING SHARES
HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$0.36 PER
RIGHTS SHARE PAYABLE IN FULL
ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON MONDAY, 5 JUNE 2023

Registered Office:
 Windward 3
 Regatta Office Park
 PO Box 1350
 Grand Cayman
 KY1-1108
 Cayman Islands

Head Office and Principal
Place of Business in
Hong Kong:
 Suite 2106A, 21/F
 Exchange Tower
 33 Wang Chiu Road
 Kowloon Bay
 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 for

BOX A

Total subscription monies paid for the excess Rights Share(s) in HK\$

BOX B

To: The Directors,
China Wantian Holdings Limited

Excess Application Form No.

Dear Sirs,

I/We, being the registered holder(s) named above of the Shares, hereby irrevocably apply for excess Rights Share(s) as specified in Box A at the Subscription Price of HK\$0.36 per Rights Share under the Rights Issue, in respect of which I/we enclose a separate remittance by cheque or cashier's order in favour of "**China Wantian Holdings Limited – Excess Application Account**" and crossed "**Account Payee Only**" issued for the full 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 the address shown above 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 surplus application monies refundable to me/us. I/We understand that allotments in respect of this application shall be made at the sole discretion of the Directors on a fair and equitable basis on certain principles as set out in the Prospectus. 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 and 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 excess Rights Shares.

1. 2. 3. 4.

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

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

Cheque/cashier's order no.: _____

Date: _____ 2023

Contact telephone no.: _____

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



CHINA WANTIAN HOLDINGS LIMITED

中國萬天控股有限公司

(於開曼群島註冊成立之有限公司)

(股份代號：1854)

香港股份過戶登記分處：
卓佳證券登記有限公司
香港
夏慤道16號
遠東金融中心17樓

按於記錄日期每持有五(5)股現有股份
獲發一(1)股供股股份之基準
以認購價每股供股股份0.36港元進行供股
股款須不遲於二零二三年六月五日(星期一)
下午四時正接納時繳足

註冊辦事處：
Windward 3
Regatta Office Park
PO Box 1350
Grand Cayman
KY1-1108
Cayman Islands

總部及香港主要營業地點：
香港
九龍灣
宏照道33號
國際交易中心
21樓2106A室

二零二三年五月十九日

超額申請表格

合資格股東的姓名／名稱及地址

只供本欄所指定的合資格股東作出申請。

所申請超額供股股份總數

甲欄

超額供股股份的應繳認購股款總額(港元)

乙欄

致： 中國萬天控股有限公司
列位董事

超額申請表格編號

敬啟者：

本人／吾等為上文列明的股份登記持有人，現謹不可撤回地根據供股以每股供股股份0.36港元的認購價申請認購甲欄指定之超額供股股份。本人／吾等就此隨附另行繳付款項為乙欄指定總金額之支票或銀行本票，註明抬頭人為「China Wantian Holdings Limited - Excess Application Account」及以「只准入抬頭人賬戶」方式劃線開出，作為申請認購上述數目超額供股股份須全數支付的股款。本人／吾等謹要求閣下配發予本人／吾等所申請(或董事釐定之任何較少數目)的超額供股股份，並按上文所示地址將本人／吾等就本申請所獲配發的超額供股股份數目的股票及／或任何有關應退還予本人／吾等之多繳申請款項的支票以平郵方式寄予本人／吾等，郵誤風險概由本人／吾等自行承擔。本人／吾等明白，有關本申請的配發應由董事根據章程所載若干原則按公平公正基準全權酌情作出。本人／吾等確悉本人／吾等未必可獲保證配發全部或任何部分所申請認購之超額供股股份。

本人／吾等承諾接納按章程所載條款及在貴公司的組織章程大綱及細則規限下可能配發予本人／吾等的上述超額供股股份的數目。就配發予本人／吾等的任何超額供股股份而言，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超額供股股份的持有人。

1. 2. 3. 4.

申請人簽署(所有聯名申請人均須簽署)

支票／銀行本票的付款銀行名稱：_____ 支票／銀行本票號碼：_____

日期：二零二三年_____月_____日 聯絡電話號碼：_____

每份申請須隨附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 issued by China Wantian Holdings Limited (the “**Company**”) dated 19 May 2023 (the “**Prospectus**”). The PAL and this EAF should be read in conjunction with 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 USE BY THE QUALIFYING SHAREHOLDER(S) NAMED OVERLEAF WHO WISH(ES) TO APPLY FOR THE EXCESS RIGHTS SHARES IN ADDITION TO THOSE RIGHTS SHARES PROVISIONALLY ALLOTTED TO HIM/HER/IT/THEM. THIS EAF REQUIRES YOUR IMMEDIATE ATTENTION. APPLICATIONS MUST BE RECEIVED BY NO LATER THAN 4:00 P.M. ON MONDAY, 5 JUNE 2023 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER TIME AND/OR DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” BELOW).

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

A copy of this EAF, together with a copy of the Prospectus, the PAL and the other document(s) specified in the paragraph headed “General Information – 13. Documents delivered to the Registrar of Companies in Hong Kong” in Appendix III to the Prospectus, have been registered by 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 any of the documents referred to above.

Dealings in the Shares and the Rights Shares in both their nil-paid form and fully-paid form may be settled through CCASS. You should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional advisers for details of those 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 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.

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.

The Rights Issue is conditional upon the fulfilment of the conditions set out under the paragraph headed “Letter from the Board – Rights Issue – Conditions of the Rights Issue” in the Prospectus. The Underwriting Agreement contains provisions granting the Underwriter a right to terminate the Underwriting Agreement on the occurrence of certain events, which are set out in the paragraph headed “Termination of the Underwriting Agreement” below. If the Underwriting Agreement does not become unconditional or is terminated in accordance with its terms, the Rights Issue will not proceed. Please refer to the paragraph headed “Letter from the Board – Rights Issue – Conditions of the Rights Issue” in the Prospectus for further details of the conditions of the Rights Issue.

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

The Shares have been dealt in on an ex-rights basis from Wednesday, 10 May 2023. Dealings in the Rights Shares in nil-paid form will take place from Tuesday, 23 May 2023 to Wednesday, 31 May 2023 (both dates 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 Tuesday, 6 June 2023 or such later time 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 and/or the nil-paid Rights 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) will accordingly 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 the 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.

重要提示

茲提述中國萬天控股有限公司(「本公司」)於二零二三年五月十九日刊發的章程(「章程」)。暫定配額通知書及本超額申請表格應與章程一併閱覽。除非文義另有所指，否則章程所界定的詞彙與本表格所採用者具有相同涵義。

本超額申請表格(「超額申請表格」)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的供股股份以外的超額供股股份的合資格股東使用。本超額申請表格應即時處理。申請必須不遲於二零二三年六月五日(星期一)下午四時正前(或於惡劣天氣情況下，下文「惡劣天氣之影響」一段所述之較後時間及/或日期)交回。

閣下如對本超額申請表格的任何方面或應採取的行動有任何疑問，應諮詢 閣下的股票經紀、其他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。

本超額申請表格副本連同章程副本、暫定配額通知書及章程附錄三「一般資料 - 13.送呈香港公司註冊處處長之文件」一段內所指明的其他文件，已遵照公司(清盤及雜項條文)條例第342C條的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上文所述的任何文件的內容概不負責。

股份以及未繳股款及繳足股款供股股份的買賣可通過香港結算營運的中央結算系統結算。 閣下應諮詢 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，以了解結算安排詳情以及有關安排可能如何影響 閣下的權利及權益。

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，並符合香港結算的股份收納規定後，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，可自未繳股款及繳足股款供股股份各自開始買賣當日或香港結算可能釐定的其他日期起，在中央結算系統寄存、結算及交收。聯交所參與者間於任何交易日進行的交易須於其後第二個結算日在中央結算系統進行交收。中央結算系統的一切活動均須依照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超額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，並明確表示概不就因本超額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。

供股須待章程所載「董事會函件－供股－供股之條件」一段所載條件達成後，方告作實。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包銷協議，該等事件載於下文「終止包銷協議」一段。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。供股之條件的進一步詳情，請參閱章程「董事會函件－供股－供股之條件」一段。

本超額申請表格之中英文版本如有歧異，概以英文版本為準。

股份已自二零二三年五月十日(星期三)起按除權基準進行買賣。未繳股款供股股份將於二零二三年五月二十三日(星期二)至二零二三年五月三十一日(星期三)期間(包括首尾兩日)買賣。倘於二零二三年六月六日(星期二)下午四時正或之前(或本公司與包銷商可能協定之較後時間)，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。任何股東或其他人士擬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)買賣或擬買賣股份及/或未繳股款供股股份，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。建議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諮詢彼等本身之專業顧問。

本超額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。

PROCEDURES FOR APPLICATION

This EAF should be completed, signed and lodged, together with payment by cheque or cashier's order of HK\$0.36 per Rights Share for the number of excess Rights Shares applied for, with the Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong by no later than 4:00 p.m. on Monday, 5 June 2023 (or, under bad weather conditions, such later time and/or date as mentioned in the paragraph headed "Effect of Bad Weather" below). All remittances must be made in Hong Kong dollars by cheque which must be drawn on a bank account with, or by cashier's order which must be issued by, a licensed bank in Hong Kong and made payable to "**China Wantian Holdings Limited – Excess Application Account**" and crossed "**Account Payee Only**". All enquiries in connection with this EAF should be addressed to the Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, 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 allotment.

All cheques and cashier's orders accompanying completed EAFs will be presented for payment immediately following 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 EAF together with a cheque or a cashier's order in payment for the excess Rights Shares applied for will constitute a warranty by you 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 hereof, the Company reserves the right to reject any EAF in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, this EAF is liable to be rejected. You must pay the exact amount payable upon application for the excess Rights Shares, and underpaid application will be rejected.

You will be notified of the allocation result of the excess application for Rights Shares on Monday, 12 June 2023 by way of announcement on the respective websites of the Stock Exchange and the Company. If no excess Rights Shares are allotted to you, the remittance tendered on application is expected to be returned by refund cheque to you in full without interest by ordinary post to the registered address shown in this EAF at your own risk by the Registrar on or before Tuesday, 13 June 2023. If the number of excess Rights Shares allotted to you is less than that applied for, the surplus application monies are also expected to be returned by refund cheque to you without interest by ordinary post to the registered address shown in this EAF at your own risk by the Registrar on or before Tuesday, 13 June 2023. Any such cheque will be drawn in favour of the applicant named on this EAF (or in the case of joint applicants, the first-named applicant). It is expected that share certificates in respect of the fully-paid Rights Shares will be despatched by ordinary post to the registered address shown in this EAF on or before Tuesday, 13 June 2023 to those entitled thereto at their own risk. Each applicant, 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 the applicable securities legislation of any jurisdiction 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 or jurisdiction other than Hong Kong. Accordingly, no person receiving a copy of any of the Prospectus Documents in any territory or jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares or excess Rights Shares, unless in a territory or jurisdiction where 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 an application for the Rights Shares to satisfy himself/herself/itself, before subscribing for the provisionally allotted Rights Shares, as to the full observance of the applicable laws and regulations of the relevant territories or jurisdictions, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory or jurisdiction in connection therewith. By completing, signing and submitting this EAF, each subscriber of the excess Rights Shares will be deemed to have given a representation and warranty to the Company that these local registration, legal and regulatory requirements have been or will be fully complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the representations and warranties above. If you are in any doubt as to your position, you should consult your professional advisers.

申請手續

本超額申請表格須填妥及簽署，並連同按申請超額供股股份數目支付每股供股股份0.36港元的款項的支票或銀行本票，在不遲於二零二三年六月五日(星期一)下午四時正前(或於惡劣天氣情況下，下文「惡劣天氣之影響」一段所述之較後時間及／或日期)交回過戶登記處卓佳證券登記有限公司(地址為香港夏慤道16號遠東金融中心17樓)。所有股款須以港元繳付，支票必須由香港持牌銀行之銀行戶口開出，而銀行本票則須由香港持牌銀行發出，註明抬頭人為「**China Wantian Holdings Limited – Excess Application Account**」，並以「**只准入抬頭人賬戶**」方式劃線開出。所有有關本超額申請表格的查詢均須寄交過戶登記處卓佳證券登記有限公司(地址為香港夏慤道16號遠東金融中心17樓)。務請注意，交回本超額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。

已填妥超額申請表格隨附之所有支票及銀行本票將於收到後隨即兌現，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。填妥本超額申請表格並連同支付所申請超額供股股份股款之支票或銀行本票一併交回，即表示閣下保證支票或銀行本票將於首次過戶時兌現。於任何超額申請表格隨附支票或銀行本票於首次過戶未能兌現時，在不影響本公司與此有關之其他權利之情況下，本公司保留拒絕有關表格之權利，而本超額申請表格會遭拒絕受理。閣下須於申請超額供股股份時支付應付準確金額，支付金額不足的申請會遭拒絕受理。

閣下將於二零二三年六月十二日(星期一)透過聯交所及本公司各自網站之公告獲悉超額申請供股股份之分配結果。倘閣下不獲配發超額供股股份，則預期於申請時繳付之股款將不計利息並於二零二三年六月十三日(星期二)或之前由過戶登記處以平郵方式將退款支票寄至本超額申請表格所示登記地址以全數退還予閣下，郵誤風險概由閣下自行承擔。倘閣下獲配發之超額供股股份少於所申請之數目，則預期多繳之申請股款將不計利息並於二零二三年六月十三日(星期二)或之前由過戶登記處以平郵方式寄至本超額申請表格所示登記地址，郵誤風險概由閣下自行承擔。任何有關支票將以名列本超額申請表格之人士(或倘為聯名申請人，則為排名首位之申請人)為收款人。繳足股款供股股份之股票預期將於二零二三年六月十三日(星期二)或之前按本超額申請表格所示登記地址寄發予有權收取股票之人士，郵誤風險概由彼等自行承擔。各申請人(香港中央結算(代理人)有限公司除外)將會就繳足股款供股股份之配額獲發一張股票。

派發本超額申請表格及其他章程文件

本超額申請表格僅向合資格股東寄發。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登記。

本公司並無採取任何行動，以獲准在香港以外任何地區或司法權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或司法權區接獲章程文件任何副本，除非在該地區或司法權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供股股份或超額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，有責任自行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同意及繳付有關地區或司法權區規定必須繳納之任何稅項及徵費。填妥、簽署及交回本超額申請表格後，超額供股股份之每名認購人將被視為已向本公司作出聲明或保證，彼等已經或將會全面遵守該等地方登記、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)有限公司概不會作出或受限於上述任何聲明及保證。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

The Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement if:

- (a) in the reasonable opinion of the Underwriter, the business or the financial or trading position or the prospects of the Group or the success of the Rights Issue would be materially and adversely affected by:
 - (i) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
 - (ii) the occurrence of (1) any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before or after the date hereof) of a political, military, financial, economic or currency or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; (2) a suspension or a material limitation in trading in securities generally on the Stock Exchange; (3) a suspension or a material limitation in trading in the Company's securities on the Stock Exchange for more than ten consecutive Business Days (other than any suspension in connection with the clearance of the Announcement, the Prospectus Documents or other announcements or circulars or any other documents relating to the Rights Issue); (4) a general moratorium on commercial banking activities in Hong Kong declared by a relevant authority or a material disruption in commercial banking or securities settlement or clearing services in Hong Kong; or (5) a change or development involving a prospective change in taxation affecting the Company, the Shares or the transfer thereof;
- (b) any change in the circumstances of the Company or any member of the Group occurs which, in the reasonable opinion of the Underwriter, will materially and adversely affect the prospects of the Company, including without limitation, the presentation of a petition or the passing of a resolution for the liquidation or winding-up or similar events occurring in respect of any member of the Group or the destruction of any material asset of the Group;
- (c) any event of force majeure occurs, including without limitation, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, pandemic outbreak, terrorism, armed conflict, strike or lock-out;
- (d) there occurs the commencement by any third party of any litigation or claim against any member of the Group which is material to the Group taken as a whole;
- (e) any other material adverse change in relation to the business or the financial or trading position of the Group as a whole occurs;
- (f) the Company commits a material breach of the Underwriting Agreement where, in the reasonable opinion of the Underwriter, such material breach will or is likely to have a material and adverse effect on the business or the financial or trading position of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue;
- (g) the Underwriter receives notification from the Company of, or otherwise becomes aware of, the fact that any representation or warranty of the Company as set out in the Underwriting Agreement was, when given, untrue, inaccurate or would be untrue or inaccurate if repeated on the Latest Time for Termination, and the Underwriter shall, in its reasonable discretion, determine that untrue or inaccurate representation or warranty represents or is likely to represent a material adverse change in the business or the financial or trading position of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue;
- (h) any condition to enable the Rights Shares (in their nil-paid and fully-paid forms) to be admitted as eligible securities for deposit, clearance and settlement in CCASS is not satisfied or notification is received by the Company from HKSCC that such admission or facility for holding and settlement has been or is to be refused;
- (i) any statement contained in the Announcement or any of the Prospectus Documents has been shown to be untrue, inaccurate, incomplete in any material respect or misleading with reference to the date on which such statement was made; or
- (j) the Company shall, after any Specified Event has occurred or come to the Underwriter's attention, fail promptly to send out any announcement or circular (after the despatch of the Prospectus Documents) in such manner and with such content as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company and in accordance with the Listing Rules and/or the SFO.

Upon the giving of notice referred to above by the Underwriter, all obligations of each of the parties to the Underwriting Agreement shall cease and no party thereto shall have any claim against the other party for costs, damages, compensation or otherwise in respect of any matter arising out of or in connection with the Underwriting Agreement save for any antecedent breaches.

終止包銷協議

倘若出現以下情況，則包銷商將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：

- (a) 包銷商合理認為，本集團業務或財務或經營狀況或前景或供股之成功進行將因下列各項而受到重大不利影響：
 - (i) 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
 - (ii) (1)任何地方、國家或國際間發生有關政治、軍事、金融、經濟或貨幣或其他性質(無論是否與任何上述者屬同一性質)之事件或變動(無論是否在包銷協議日期之前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，或發生影響本地證券市場之事件；(2)聯交所整體暫停買賣證券或其買賣受到重大限制；(3)本公司證券連續超過十個營業日在聯交所暫停買賣或其買賣受到重大限制(惟因核准該公告、章程文件或有關供股之其他公告或通函或任何其他文件而暫停買賣除外)；(4)香港有關當局宣佈全面禁止商業銀行活動，或香港商業銀行業務、證券交收或結算服務嚴重中斷；或(5)出現影響本公司、股份或有關轉讓之稅務變動或涉及潛在稅務變動之事態發展；
- (b) 本公司或本集團任何成員公司之情況出現任何變動，而包銷商合理認為將令本公司之前景受到重大及不利影響，包括但不限於本集團任何成員公司被申請清算或清盤或通過決議案清算或清盤或出現類似事件或本集團任何重大資產被損毀；
- (c) 任何不可抗力事件，包括但不限於任何天災、戰爭、暴動、公眾騷亂、民亂、火災、水災、爆炸、爆發疫情、恐怖活動、武裝衝突、罷工或停工；
- (d) 任何第三方對本集團任何成員公司提出就本集團整體而言屬重大的任何訴訟或索償；
- (e) 有關本集團整體業務或財務或經營狀況出現任何其他重大不利變動；
- (f) 本公司嚴重違反包銷協議，而包銷商合理認為該嚴重違反將或可能對本集團的整體業務、財務或經營狀況造成重大不利影響或基於其他原因可能對供股造成嚴重損害；
- (g) 包銷商收到本公司通知，或通過其他方式知悉包銷協議所載本公司任何聲明或保證於作出時為不真實或不準確，或倘於最後終止時限重複作出時將成為不真實或不準確，且包銷商合理酌情認為，不真實或不準確之聲明或保證乃反映或很有可能反映本集團之整體業務或財務或經營狀況出現重大不利變動，或很可能會對供股造成重大不利影響；
- (h) 未達成任何條件以使未繳股款及繳足股款的供股股份獲接納為合資格證券以於中央結算系統內存放、結算及交收或本公司獲香港結算通知，表示持有及作結算用途的有關接納事宜或措施已經或將會遭拒絕；
- (i) 該公告或任何章程文件所載任何陳述已被證明在任何重大方面屬失實、不準確、不完整或參考該陳述作出之日有所誤導；或
- (j) 當出現或包銷商得悉任何特定事件後，本公司未能就預防本公司證券出現虛假市場或遵守上市規則及／或證券及期貨條例的規定及時按包銷商可合理要求的方式及有關內容刊發任何公告或通函(於寄發章程文件後)。

包銷商發出上述任何有關通知時，包銷協議下各訂約方之全部責任將予終止，包銷協議各訂約方均不得就因包銷協議所產生或與包銷協議有關之任何事項相關之費用、損害、賠償或其他事項向其他訂約方提出任何申索，惟任何先前違反者除外。

If the Underwriter exercises the right to terminate the Underwriting Agreement prior to the Latest Time for Termination or if any of the conditions of the Rights Issue as set out in the paragraph headed “Letter from the Board – Rights Issue – Conditions of the Rights Issue” in the Prospectus is not fulfilled by the Latest Time for Termination or such other time as the Company and the Underwriter may agree, the Rights Issue will not proceed and the monies received in respect of acceptances of the Rights Shares, without interest, will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in the nil-paid form have been validly transferred or, in the case of joint acceptances, to the first-named person, by means of cheque despatched by ordinary post at the risk of such Qualifying Shareholders or such other persons to their registered addresses by the Registrar on or before Tuesday, 13 June 2023.

EFFECT OF BAD WEATHER

The Latest Time for Acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will not take place at 4:00 p.m. on Monday, 5 June 2023 if there is a tropical cyclone warning signal number 8 or above, or a “black” rainstorm warning or Extreme Conditions, and if such circumstances are:

- (a) 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, the Latest Time for Acceptance will not take place at 4:00 p.m. on the date of the Latest Time for Acceptance, but will be extended to 5:00 p.m. on the same day instead; or
- (b) 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, the Latest Time for Acceptance will not take place on the date of the Latest Time for Acceptance, but will be rescheduled 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 of and payment for the Rights Shares and for application and payments for excess Rights Shares does not take place on or before 4:00 p.m., Monday, 5 June 2023, the dates mentioned in the expected timetable (including but not limited to the Latest Time for Termination) in the Prospectus may be affected.

GENERAL

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

PERSONAL DATA COLLECTION – EAF

By completing, signing and submitting this EAF, 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 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 head office and principal place of business in Hong Kong at Suite 2106A, 21/F, Exchange Tower, 33 Wang Chiu Road, Kowloon Bay, 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.

倘包銷商於最後終止時限前行使權利終止包銷協議或倘章程「董事會函件－供股－供股之條件」一段所載之任何供股之條件未能於最後終止時限前或本公司與包銷商可能協定有關其他時間達成，則供股將不會進行且過戶登記處將於二零二三年六月十三日(星期二)或之前以支票方式向合資格股東或已獲有效轉讓未繳股款供股股份之其他人士(或倘為聯名接納人，則為名列首位之人士)不計利息退還接納供股股份所收取之款項，並以平郵方式寄往合資格股東或有關其他人士之登記地址，郵誤風險概由彼等自行承擔。

惡劣天氣之影響

如懸掛八號或以上熱帶氣旋警告信號或「黑色」暴雨警告信號或極端情況，接納供股股份及繳付股款以及申請超額供股股份及繳付股款之最後時限將不會於二零二三年六月五日(星期一)下午四時正生效，並按以下情況處理：

- (a) 如相關警告訊號於最後接納時限當日中午十二時正前任何本地時間在香港生效，且於中午十二時正後不再生效，則最後接納時限將不會於最後接納時限當日下午四時正生效，而將押後至同日下午五時正；或
- (b) 如相關警告訊號於最後接納時限當日中午十二時正至下午四時正任何本地時間在香港生效，則最後接納時限將不會於最後接納時限當日生效，而將重訂為有關警告於上午九時正至下午四時正任何時間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超額供股股份及繳付股款之最後時限並無於二零二三年六月五日(星期一)下午四時正或之前生效，則章程所載預期時間表所述日期(包括但不限於最後終止時限)或會受到影響。

一般事項

除另有說明者外，本超額申請表格內所提及之時間及日期為香港當地時間及日期。

收集個人資料－超額申請表格

填妥、簽署及交回本超額申請表格，即表示閣下同意向本公司、過戶登記處及／或彼等各自的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超額供股股份的人士的任何資料。香港法例第486章個人資料(私隱)條例(「該條例」)給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，索取有關資料的副本，以及改正任何不準確的資料。根據該條例，本公司及過戶登記處有權就處理任何查閱資料的要求收取合理費用。有關查閱資料或改正資料或有關政策及慣例以及持有資料種類的資料的所有要求，應寄往(i)本公司總部及香港主要營業地點(地址為香港九龍灣宏照道33號國際交易中心21樓2106A室)或根據適用法律不時通知的地點，並以本公司公司秘書為收件人；或(ii)(視情況而定)過戶登記處(地址見上文)，並以私隱條例事務主任為收件人。

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