

Sterling Group Holdings Limited

美臻集團控股有限公司*

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 1825)

FORM OF PROXY FOR USE AT THE EXTRAORDINARY GENERAL MEETING TO BE HELD ON 14 MARCH 2025 (OR AT ANY ADJOURNMENT THEREOF)

I/We ^(Note 1) _____
of _____
being the registered holder(s) of ^(Note 2) _____ ordinary share(s) of HK\$0.04 each in the capital of Sterling Group Holdings Limited (the “Company”) hereby appoint the chairman of the extraordinary general meeting of the Company, or ^(Note 3) _____
of _____
as my/our proxy to attend, speak and vote for me/us and on my/our behalf at the extraordinary general meeting of the Company (the “Meeting”) to be held at 19/F., Win Plaza, 9 Sheung Hei Street, San Po Kong, Kowloon, Hong Kong on Friday, 14 March 2025 at 3:00 p.m. and at any adjournment thereof for the purpose of considering and, if thought fit, passing the ordinary resolutions as set out in the notice convening the Meeting as indicated below or if no such indication is given, as my/our proxy thinks fit and in respect of any other business that may properly come before the Meeting and/or at any adjournment thereof:

ORDINARY RESOLUTIONS		FOR ^(Notes 5 & 6)	AGAINST ^(Notes 5 & 6)
1.	<p>(a) the loan agreement dated 30 August 2024 (the “Loan Agreement”) (a copy of which, signed by the Chairman of the meeting for the purposes of identification, has been produced to the meeting marked “A”) entered into between Sterling Apparel Limited (“SAL”), a wholly-owned subsidiary of the Company, as lender, and Santai Global Asset Management Ltd (“Santai”), as borrower in relation to advances made by the Company to Santai in the principal sum of US\$4,212,811 (equivalent to approximately HK\$32,859,926) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;</p> <p>(b) any one or more of the directors in the Company be and is/are hereby authorised to take all steps necessary or expedient in his/her opinion to implement and/or give effect to the Loan Agreement and the transactions contemplated thereunder; and</p> <p>(c) any act done or document executed (if necessary, under the common seal of the Company) by any directors of the Company in relation to or for the purpose of giving effect to the Loan Agreement and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified.</p>		
2.	<p>(a) the agreement dated 30 August 2024 (the “Agreement”) (a copy of which, signed by the Chairman of the meeting for the purposes of identification, has been produced to the meeting marked “B”) entered into between SAL, Santai and JP Outfitters Inc. (“JPO”) in relation to (i) the termination of the first letter of support executed by SAL in favour of JPO dated 18 November 2022; (ii) supply of inventories; and (iii) provision of financial assistance, and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;</p> <p>(b) the sales cap of HK\$6,000,000 in relation to the Agreement be and is hereby approved, confirmed and ratified;</p> <p>(c) any one or more of the directors in the Company be and is/are hereby authorised to take all steps necessary or expedient in his/her opinion to implement and/or give effect to the Agreement and the transactions contemplated thereunder; and</p> <p>(d) any act done or document executed (if necessary, under the common seal of the Company) by any directors of the Company in relation to or for the purpose of giving effect to the Agreement and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified.</p>		
3.	<p>(a) the agreement dated 30 August 2024 (the “Second Agreement”) (a copy of which, signed by the chairman of the meeting for the purposes of identification, has been produced to the meeting marked “C”) entered into between SAL, Santai and JPO in relation to (i) the termination of the three letters of support executed by SAL in favour of JPO dated 13 April 2023, 20 September 2023 and 28 December 2023; and (ii) provision of the second financial assistance, and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;</p>		

	(b) any one or more of the directors in the Company be and is/are hereby authorised to take all steps necessary or expedient in his/her opinion to implement and/or give effect to the Second Agreement and the transactions contemplated thereunder; and		
	(c) any act done or document executed (if necessary, under the common seal of the Company) by any directors of the Company in relation to or for the purpose of giving effect to the Second Agreement and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified.		
4.	(a) the guaranty fee agreement dated 30 August 2024 (the “ Guaranty Fee Agreement ”) (a copy of which, signed by the Chairman of the meeting for the purposes of identification, has been produced to the meeting marked “D”) entered into between SAL, Mr. Choi Siu Wai William as the first guarantor and Ms. Wong Mei Wai Alice as the second guarantor (the “ Second Guarantor ”) in relation to the guaranty fees payable to the above guarantors and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;		
	(b) the annual cap of the guaranty fee payable to the Second Guarantor pursuant to the Guaranty Fee Agreement of HK\$7 million be and is hereby approved, confirmed and ratified;		
	(c) any one or more of the directors in the Company be and is/are hereby authorised to take all steps necessary or expedient in his/her opinion to implement and/or give effect to the Guaranty Fee Agreement and the transactions contemplated thereunder; and		
	(d) any act done or document executed (if necessary, under the common seal of the Company) by any directors of the Company in relation to or for the purpose of giving effect to the Guaranty Fee Agreement and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified.		

Dated this _____ day of _____ 2025

Signature ^(Note 6) _____

Notes:

- Full name(s) and address(es) must be inserted in **BLOCK CAPITALS**.
- Please insert the number of shares registered in your name(s) to which the proxy relates. If no number is inserted, this form of proxy will be deemed to relate to all the shares of the Company registered in your name(s).
- If any proxy other than the chairman is preferred, please strike out “the chairman of the extraordinary general meeting of the Company, or” and insert the name and address of the proxy desired in the space provided. **ANY ALTERATION MADE TO THIS FORM OF PROXY MUST BE INITIALLED BY THE PERSON(S) WHO SIGN(S) IT.**
- IMPORTANT: IF YOU WISH TO VOTE FOR THE RESOLUTION, TICK THE BOX MARKED “FOR”. IF YOU WISH TO VOTE AGAINST THE RESOLUTION, TICK THE BOX MARKED “AGAINST”.** Failure to tick either box will entitle your proxy to cast your vote or abstain at his discretion. Your proxy will also be entitled to vote or abstain at his discretion on any resolution properly put to the Meeting and/or at any adjournment thereof other than those referred to in the notice convening the Meeting.
- This form of proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of this form of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign this form on behalf of the corporation without further evidence of the fact.
- Any member entitled to attend, speak and vote at the meeting of the Company is entitled to appoint another person as his proxy to attend, speak and vote instead of him. A member may appoint a proxy in respect of part only of his holding of shares in the Company. A proxy need not be a member of the Company.
- This form of proxy and (if required by the board of directors of the Company) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to the office of the Hong Kong branch share registrar and transfer office of the Company, Tricor Investor Services Limited, 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in this form proposes to vote or, in the case of a poll taken subsequently to the date of the meeting or adjourned meeting, not less than forty-eight (48) hours before the time appointed for the taking of the poll and in default this form of proxy shall not be treated as valid.
- Delivery of this form of proxy shall not preclude a member from attending and voting in person at the meeting convened and in such event, this form of proxy shall be deemed to be revoked.
- Where there are joint holders of any share any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he were solely entitled thereto, but if more than one of such joint holders be present at the meeting the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.
- The notice of the Meeting is set out in the Company’s circular dated 26 February 2025 .

PERSONAL INFORMATION COLLECTION STATEMENT

Your supply of your and your proxy’s (or proxies’) name(s) and address(es) is on a voluntary basis for the purpose of processing your request for the appointment of a proxy (or proxies) and your voting instructions for the Meeting of the Company (the “**Purposes**”). We may transfer your and your proxy’s (or proxies’) name(s) and address(es) to our agent, contractor, or third party service provider who provides administrative, computer and other services to us for use in connection with the Purposes and to such parties who are authorised by law to request the information or are otherwise relevant for the Purposes and need to receive the information. Your and your proxy’s (or proxies’) name(s) and address(es) will be retained for such period as may be necessary to fulfil the Purposes. Request for access to and/or correction of the relevant personal data can be made in accordance with the provisions of the Personal Data (Privacy) Ordinance and any such request should be in writing by mail to the Company/the Data Privacy Officer of Tricor Investor Services Limited at the above address.

* For identification purpose only