

**The whole of this Provisional Allotment Letter must be returned to be valid.**

本暫定配額通知書必須整份交還，方為有效。

**IMPORTANT**

**重要提示**

Reference is made to the prospectus (the “**Prospectus**”) dated 22 July 2020 issued by Cathay Pacific Airways Limited (“**Cathay Pacific**”) in relation to the Rights Issue. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述國泰航空有限公司(「國泰」)於二零二零年七月二十二日就供股刊發之供股章程(「供股章程」)。除文義另有所指外，本暫定配額通知書所用詞彙與供股章程所界定者具有相同涵義。

**IF YOU ARE IN DOUBT ABOUT ANY OF THE CONTENTS OF THIS PROVISIONAL ALLOTMENT LETTER (“PAL”), OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES OF CATHAY PACIFIC, YOU SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE.**

閣下如對本暫定配額通知書(「暫定配額通知書」)任何內容或應採取之行動有疑問，或閣下如已出售或轉讓所有或部分國泰的股份應尋求獨立專業意見。

**THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (“EAF”) WILL EXPIRE AT 4:00 P.M. ON WEDNESDAY, 5 AUGUST 2020 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” OVERLEAF).**

本暫定配額通知書具有價值及可轉讓，務請閣下立即處理。本暫定配額通知書及隨附之額外申請表格(「額外申請表格」)所載要約將於二零二零年八月五日(星期三)下午四時正(或背頁「惡劣天氣之影響」一段所述之較後日期及/或時間)結束。

SUBJECT TO CERTAIN EXCEPTIONS, THIS PAL IS NOT FOR DISTRIBUTION IN OR INTO ANY OF THE SPECIFIED TERRITORIES. THIS PAL, THE NIL PAID RIGHTS AND THE RIGHTS SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OR UNDER THE APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR UNDER THE SECURITIES LAWS OF ANY OF THE OTHER SPECIFIED TERRITORIES. SUBJECT TO CERTAIN LIMITED EXCEPTIONS, NONE OF THIS PAL, THE NIL PAID RIGHTS AND THE RIGHTS SHARES MAY BE OFFERED, SOLD, PLEDGED, TAKEN UP, EXERCISED, RESOLD, DELIVERED, DISTRIBUTED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, WITHIN ANY OF THE SPECIFIED TERRITORIES OR IN ANY OTHER COUNTRY, TERRITORY OR POSSESSION WHERE TO DO SO MAY CONTRAVENE LOCAL SECURITIES LAWS OR REGULATIONS. PERSONS INTO WHOSE POSSESSION THIS PAL AND/OR ANY OTHER PROSPECTUS DOCUMENTS COME SHOULD INFORM THEMSELVES ABOUT AND OBSERVE ANY SUCH RESTRICTIONS.

除若干例外情況外，本暫定配額通知書不會於或向任何特定地區派發。本暫定配額通知書、未繳股款供股權及供股股份並無亦不會根據美國證券法或美國任何州之適用證券法或任何其他特定地區的證券法登記。除若干少數例外情況外，本暫定配額通知書、未繳股款供股權及供股股份均不得在可能違反任何特定地區或任何其他國家、地區或領地的證券法律或法規的情況下，於上述地點直接或間接提呈發售、出售、抵押、接納、行使、轉售、交付、派發或以其他方式轉讓。持有本暫定配額通知書及/或其他供股章程文件的人士應知悉並遵守有關限制。

A copy of each of the Rights Issue Documents, having attached thereto the written consents referred to under the section headed “Documents Delivered to the Registrar of Companies” in Appendix IV to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to section 38D of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Securities and Futures Commission, the Stock Exchange and the Registrar of Companies in Hong Kong take no responsibility as to the contents of any of the these documents.

各供股文件(連同供股章程附錄四「送呈公司註冊處處長之文件」一節所述之同意書)已根據《公司(清盤及雜項條文)條例》(香港法例第32章)第38D條之規定送呈香港公司註冊處處長登記。證監會、聯交所及香港公司註冊處處長對該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 document, 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 document.

香港交易及結算所有限公司、聯交所及香港結算對本文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不對因本文件之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, the Rights Shares in both their nil-paid and fully-paid forms may be settled through CCASS and you should consult your stockbroker or a licensed dealer in securities or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

股份、未繳股款及繳足股款供股股份之買賣可透過中央結算系統進行交收，有關交收安排之詳情及該等安排可能對閣下權利及權益之影響，應諮詢閣下之股票經紀或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。

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 requirement 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 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，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由香港結算可能釐定之其他日期起，可於中央結算系統寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易，須於其後第二個交收日在中央結算系統交收。所有中央結算系統之活動均須遵守不時生效之《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。



Form A  
表格甲



CATHAY PACIFIC  
CATHAY PACIFIC AIRWAYS LIMITED  
國泰航空有限公司

(Incorporated in Hong Kong with limited liability)  
(於香港註冊成立的有限公司)

(Stock Code: 293)  
(股份代號: 293)

Registrar:  
過戶登記處:  
Computershare Hong Kong  
Investor Services Limited  
Shops 1712-1716, 17th Floor  
Hopewell Centre  
183 Queen's Road East  
Wanchai, Hong Kong  
香港中央證券登記有限公司  
香港灣仔皇后大道東183號  
合和中心  
17樓1712至1716號舖

Registered office of  
Cathay Pacific:  
國泰註冊辦事處:  
33/F, One Pacific Place  
88 Queensway  
Hong Kong  
香港  
金鐘道88號  
太古廣場一期33樓

22 July 2020  
二零二零年七月二十二日

**RIGHTS ISSUE OF RIGHTS SHARES  
AT THE SUBSCRIPTION PRICE OF HK\$4.68 EACH ON THE BASIS  
OF SEVEN RIGHTS SHARE FOR EVERY ELEVEN EXISTING SHARES  
HELD ON THE RIGHTS ISSUE RECORD DATE**

按於供股記錄日期每持有十一股現有股份  
可獲發七股供股股份的基準

以認購價每股供股股份4.68港元進行供股

**PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER THAN  
4:00 P.M. WEDNESDAY, 5 AUGUST 2020**

股款須不遲於二零二零年八月五日(星期三)下午四時正接納時繳足

**PROVISIONAL ALLOTMENT LETTER  
暫定配額通知書**

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

Provisional Allotment Letter No.  
暫定配額通知書編號

Total number of Shares registered in your name(s) on Tuesday, 21 July 2020  
於二零二零年七月二十一日(星期二)登記於閣下名下之股份總數

BOX A  
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than  
4:00 p.m. on Wednesday, 5 August 2020  
暫定配發予閣下之供股股份數目，接納之全數款項須不遲於二零二零年八月五日(星期三)下午四時正前繳足

BOX B  
乙欄

Total subscription monies payable  
應繳認購款項總額

BOX C  
丙欄

HKS  
港元

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

\_\_\_\_\_

Cheque/cashier's order  
number:  
支票/銀行本票號碼:

\_\_\_\_\_

Contact telephone number:  
聯絡電話號碼:

\_\_\_\_\_





**IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT, AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.**

在轉讓本文件所指供股股份的認購權時，每宗買賣均須繳付從價印花稅。除出售以外，餽贈或轉讓實益權益亦須繳付從價印花稅。在本文件所指之任何供股股份配額轉讓登記之前，須出示已繳付從價印花稅之證明。

**Form B**  
表格乙

**FORM OF TRANSFER**  
**轉讓表格**

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of its/his/her/their right(s) to subscribe for the Rights Shares comprised herein)  
(僅供有意轉讓本暫定配額通知書所列其全部供股股份認購權之合資格股東填寫及簽署)

To: The Directors  
Cathay Pacific Airways Limited  
致：國泰航空有限公司  
列位董事

Dear Sirs and Madams,  
I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：  
本人／吾等謹將本暫定配額通知書所列本人／吾等供股股份的認購權全數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Signature(s) of Qualifying Shareholder(s) (all joint shareholders must sign)  
合資格股東簽署(所有聯名股東均須簽署)

Date: \_\_\_\_\_  
日期：\_\_\_\_\_

Ad valorem stamp duty shall be payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.  
填妥此表格後，轉讓人及承讓人須就轉讓有關供股股份之認購權支付從價印花稅。

**Form C**  
表格丙

**REGISTRATION APPLICATION FORM**  
**登記申請表格**

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares has/have been transferred)  
(僅供已獲轉讓供股股份認購權之人士填寫及簽署)

To: The Directors  
Cathay Pacific Airways Limited  
致：國泰航空有限公司  
列位董事

Dear Sirs and Madams,  
I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/we agree to accept the same on the terms set out in this PAL and the accompanying Prospectus and subject to the articles of association of Cathay Pacific.

敬啟者：  
本人／吾等謹請閣下將表格甲中乙欄所列數目之供股股份登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及隨附之供股章程所載之條款，並在國泰之組織章程細則之規限下接納此等股份。

Existing Shareholder(s) Please mark "X" in this box  
現有股東請在欄內填上[X]號

To be completed in block letters in ENGLISH. Joint transferees should give the address of the first-named transferee only. For Chinese transferee, please provide your name in both English and Chinese. 請用英文正楷填寫。聯名承讓人僅須填寫排名首位之承讓人之地址。 中國籍承讓人請同時填寫中、英文姓名。			
Name in English 英文姓名	Family name/Company name 姓氏／公司名稱	Name in Chinese 中文姓名	
	Other name(s) 別名		
Name(s) of joint transferee(s) in English (if any) 聯名承讓人英文姓名(如有)			
Address in English (joint transferees should give the address of the first-named applicant only) 英文地址 (聯名承讓人僅須填寫排名首位之申請人之地址)			
Occupation 職業		Telephone number 電話號碼	
Dividend instructions 派息指示			
Name and address of bank 銀行名稱及地址			Bank account number 銀行賬戶號碼

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Signature(s) of transferee(s) (all joint transferee(s) must sign)  
承讓人簽署(所有聯名承讓人均須簽署)

Date: \_\_\_\_\_  
日期：\_\_\_\_\_

Ad valorem stamp duty shall be payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.  
填妥此表格後，轉讓人及承讓人須就轉讓有關供股股份之認購權支付從價印花稅。



**To accept this provisional allotment of the Rights Shares in full, you must lodge this original PAL intact with the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance in Hong Kong dollars for the full amount shown in Box C above so as to be received by not later than 4:00 p.m. on Wednesday, 5 August 2020 (or such later date and/or time as mentioned under the paragraph headed "Effect of Bad Weather" overleaf). All remittances must be made in Hong Kong dollars and forwarded either by a cheque drawn on a bank account with, or, by a cashier's order issued by, a licensed bank in Hong Kong. All such cheques or cashier's orders must be made payable to "Cathay Pacific Airways Limited – Rights Issue Account" and crossed "Account Payee Only". Instructions on transfer and splitting are set out overleaf. No receipt will be given for such remittances.**

閣下如全數接納此供股股份之暫定配額，必須將本暫定配額通知書正本連同以港元繳付上列丙欄所示之全數股款，於二零二零年八月五日(星期三)下午四時正(或背頁「惡劣天氣之影響」一段所述之有關較後日期及／或時間)前交回過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付，並須以香港持牌銀行賬戶開出之支票或發出之銀行本票支付。所有該等支票或銀行本票須註明抬頭人為「Cathay Pacific Airways Limited – Rights Issue Account」，並須以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆之指示載於背頁。國泰不會就有關股款發出收據。

The Rights Issue Underwriting Agreement contains provisions granting the Underwriters, acting jointly, by notice to Cathay Pacific at any time before the Latest Termination Time, the right to rescind or terminate the Rights Issue Underwriting Agreement on the occurrence of certain events. Please refer to the paragraph headed "Underwriters' Right to Terminate the Rights Issue Underwriting Agreement" overleaf for further details. The Rights Issue is conditional upon the Rights Issue Underwriting Agreement becoming unconditional and not being terminated in accordance with its terms. If this condition is not fulfilled, the Rights Issue will not proceed. Please refer to the section headed "Conditions of the Rights Issue" of the Prospectus for further details.

供股包銷協議載有授予包銷商(共同行動)權利的條文，有權在發生若干事件的情形下於最後終止時限前任何時刻以通知國泰的方式撤銷或終止供股包銷協議。進一步詳情請參閱背頁「包銷商終止供股包銷協議的權利」一段。供股須待供股包銷協議成為無條件且未有根據其條款遭終止時方可作實。倘此項條件未獲達成，供股將不會進行。進一步詳情請參閱供股章程「供股之條件」一節。

Shares have been dealt in on an ex-rights basis from Wednesday, 15 July 2020. Dealings in the Nil Paid Rights will take place from Friday, 24 July 2020 to Friday, 31 July 2020 (both days inclusive). Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or the Nil Paid Rights is advised to consult their own professional advisers and exercise caution. Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or the Nil Paid Rights up to the date on which all the conditions to which the Rights Issue is subject are fulfilled will bear the risk that the Rights Issue may not become unconditional and may not proceed.

股份已自二零二零年七月十五日(星期三)起按除權基準買賣。未繳股款供股權預期於二零二零年七月二十四日(星期五)至二零二零年七月三十一日(星期五)(包括首尾兩日)期間進行買賣。任何有意轉讓、出售或購買股份及／或未繳股款供股權之股東或其他人士應諮詢彼等各自之專業顧問及務請審慎行事。任何股東或其他人士如在供股之所有條件達成之日前擬轉讓、出售或購買股份及／或未繳股款供股權，將會承擔供股可能無法成為無條件及可能不會進行之風險。

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. You should seek your own advice and must rely on your own examination, analysis and enquiry of Cathay Pacific, the terms of the Rights Issue, including the risks involved. You acknowledge that you have not relied on the Underwriters in connection with any investigation of the accuracy of any information contained in the Prospectus or your investment decision.

接納本暫定配額通知書所載的暫定配額的每位人士均確認彼已閱讀供股章程所載的條款及條件以及接納手續，並同意受其約束。閣下須自行尋求建議且必須依賴自身有關國泰及供股條款(包括所涉及風險)的調查、分析及查詢。閣下承認，調查供股章程所載資料是否準確及作出投資決定時並無依賴任何包銷商。

**A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION**

**NO RECEIPT WILL BE GIVEN FOR REMITTANCE**

每份申請須附一張獨立支票或銀行本票

繳付股款將不會獲發收據



國泰航空公司

CATHAY PACIFIC AIRWAYS LIMITED

國泰航空有限公司

(incorporated in Hong Kong with limited liability)

(於香港註冊成立的有限公司)

(Stock Code: 293)

(股份代號: 293)

Dear Qualifying Shareholders,

22 July 2020

致合資格股東：

二零二零年七月二十二日

## INTRODUCTION

### 緒言

Reference is made to the prospectus (the “**Prospectus**”) dated 22 July 2020 issued by Cathay Pacific Airways Limited (“**Cathay Pacific**”) in relation to the Rights Issue. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述國泰航空有限公司(「**國泰**」)於二零二零年七月二十二日就供股刊發之供股章程(「**供股章程**」)。除文義另有所指外，本暫定配額通知書所用詞彙與供股章程所界定者具有相同涵義。

In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the Rights Shares on the basis of seven (7) Rights Share for every eleven (11) existing Shares registered in your name on the register of members of Cathay Pacific as at the Rights Issue Record Date (i.e. Tuesday, 21 July 2020) at a subscription price of HK\$4.68 per Rights Share. Your holding of Shares as at the Rights Issue Record Date is set out in Box A in Form A and the total number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

根據供股章程所載條款及在其所載條件規限下，董事已向閣下暫定配發供股股份，基準為按於供股記錄日期(即二零二零年七月二十一日(星期二))以閣下名義在國泰股東名冊內登記之每十一(11)股現有股份可獲發七(7)股供股股份，認購價為每股供股股份4.68港元。閣下於供股記錄日期所持股份數目載於表格甲的甲欄，而暫定配發予閣下之供股股份總數則載於表格甲的乙欄。

The Rights Shares when fully paid, allotted and issued, will rank *pari passu* in all respects with the existing Shares then in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid after the date of allotment and issue of the fully-paid Rights Shares.

供股股份(經繳足股款、配發及發行後)將在所有方面與當時已發行的現有股份享有同等權利。繳足股款供股股份持有人將有權收取於繳足股款供股股份配發及發行日期後將宣派、作出或支付的所有未來股息及分派。

Any Rights Shares provisionally allotted but not accepted, will be available for excess applications by the Qualifying Shareholders (other than PRC Southbound Trading Investors) using the accompanying form of application for excess Rights Shares.

任何暫定配發但未被接納的供股股份均可由合資格股東(不包括中國港股通投資者)使用隨附的額外供股股份申請表格作出額外申請。

## PROCEDURE FOR ACCEPTANCE AND PAYMENT

### 接納及付款手續

To take up your provisional allotment and entitlements in full, you must lodge the whole of this PAL in accordance with the instructions printed herein intact with the Registrar at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong, together with a remittance for the full amount payable on acceptance, as set out in Box C in Form A, so as to be received by no later than 4:00 p.m. on Wednesday, 5 August 2020 (or such later date and/or time as mentioned in the paragraph headed “Effect of Bad Weather” 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 “**Cathay Pacific Airways Limited – Rights Issue Account**” and must be crossed “**Account Payee Only**”. Such payment will constitute acceptance of the provisional allotment and entitlements on the terms of this PAL and the Prospectus and subject to the articles of association of Cathay Pacific. No receipt will be given for such remittances.

閣下如欲承購全數暫定配額，則不遲於二零二零年八月五日(星期三)下午四時正(或下文「惡劣天氣之影響」一段所述之有關較後日期及／或時間)，根據本暫定配額通知書所載指示將整份暫定配額通知書連同表格甲內丙欄所列接納時應付之全數股款交回過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712–1716號舖。所有股款須以港元繳付，及有關支票或銀行本票須由香港持牌銀行賬戶開出或發出，並註明抬頭人為「**Cathay Pacific Airways Limited – Rights Issue Account**」，且須以「**只准入抬頭人賬戶**」劃線方式開出。有關付款將構成接納本暫定配額通知書的暫定配額及供股章程之條款，並受國泰之組織章程細則所規限。繳付有關股款將不會獲發收據。

It should be noted that unless this PAL, duly completed, together with the appropriate remittance shown in Box C in Form A, have been lodged as described above by no later than 4:00 p.m. on Wednesday, 5 August 2020 (or such later date and/or time as mentioned in the paragraph headed “Effect of Bad Weather” below), whether by the original allottee or any person in whose favour the rights have been validly transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled. Cathay Pacific may, at its discretion, treat this PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions. Cathay Pacific may require such incomplete PAL to be completed by the relevant applicants at a later stage.

務請注意，除非填妥的本暫定配額通知書連同表格甲內丙欄所示之適當股款已如上文所述不遲於二零二零年八月五日(星期三)下午四時正(或下文「惡劣天氣之影響」一段所述之有關較後日期及／或時間)交回(無論由原獲配發人或已有效獲轉讓權利的任何人士遞交)，否則本暫定配額及其項下之一切有關權利將被視作放棄及予以取消。即使按上述規定交回之暫定配額通知書並未按有關指示填妥，國泰可酌情決定將本暫定配額通知書視為有效，並對遞交通知書之人士或其代表具約束力。國泰可要求有關未有按指示填妥暫定配額通知書之申請人於稍後填妥有關通知書。

Completion and return of this PAL will constitute a warranty and representation by you to Cathay Pacific that all registration, legal and regulatory requirements of all relevant jurisdictions in connection with this PAL and any acceptance of provisionally allotted Rights Shares, have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees is subject to any such representations and warranties.

填妥及交回本暫定配額通知書即表示 閣下向國泰保證及聲明已經或將會遵守所有相關司法管轄區內有關暫定配額通知書及任何暫定配發供股股份的接納之所有註冊、法定及監管規定。為免生疑，香港結算或香港結算代理人概不受限於任何聲明及保證。

## TRANSFER

### 轉讓

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 (Form B), and hand this PAL to the transferee(s) or persons 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 at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong, so as to be received by no later than 4:00 p.m. on Wednesday, 5 August 2020 (or such later date and/or time as mentioned in the paragraph headed “Effect of Bad Weather” below). All remittances must be 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 “**Cathay Pacific Airways Limited – Rights Issue Account**” and crossed “**Account Payee Only**”. No receipt will be given for such remittances.

閣下如欲將全部暫定配發予閣下之供股股份認購權轉讓，須填妥及簽署轉讓表格(表格乙)，並將本暫定配額通知書交予認購權之承讓人或轉讓經手人。其後，承讓人須不遲於二零二零年八月五日(星期三)下午四時正(或下文「惡劣天氣之影響」一段所述之有關較後日期及／或時間)將登記申請表格(表格丙)填簽妥當，然後將整份暫定配額通知書連同表格甲丙欄所列接納時應付之全數股款交回過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712–1716號舖。所有股款須以港元繳付，及有關支票或銀行本票須由香港持牌銀行賬戶開出或發出，並註明抬頭人為「**Cathay Pacific Airways Limited – Rights Issue Account**」，且須以「**只准入抬頭人賬戶**」劃線方式開出。繳付有關股款將不會獲發收據。

It should be noted that ad valorem 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.

謹請注意，閣下轉讓有關供股股份之認購權予承讓人時，須繳付從價印花稅，而承讓人於接納有關權利時亦須繳付從價印花稅。

## SPLITTING

### 分拆

If you wish to accept only part of your provisional allotment or to transfer a part of your rights to subscribe for the Nil Paid Rights provisionally allotted to you hereunder or to transfer all of your Nil Paid Rights provisionally allotted to you to more than one person, the original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Tuesday, 28 July 2020 with the Registrar at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, 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 office of the Registrar at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

閣下如僅欲接納部分暫定配額或轉讓本通知書所述獲暫定配發可認購未繳股款供股權之部分權利，或將暫時配發予閣下的全部未繳股款供股權轉讓予一位以上之人士，須不遲於二零二零年七月二十八日(星期二)下午四時三十分將原有暫定配額通知書交回及呈交過戶登記處以供註銷，地址為香港灣仔皇后大道東183號合和中心17樓1712–1716號舖，以便過戶登記處註銷原有暫定配額通知書，並按所需數額發出新暫定配額通知書。新暫定配額通知書可於閣下交回原有暫定配額通知書後第二個營業日上午九時正後在過戶登記處辦事處(地址為香港灣仔皇后大道東183號合和中心17樓1712–1716號舖)領取。

## FRACTIONAL ENTITLEMENTS

### 零碎配額

Cathay Pacific will not provisionally allot and will not accept applications for any fractions of Rights Shares. Such fractional entitlements to Rights Shares will be aggregated and all Nil Paid Rights arising from such aggregation will be sold in the market for the benefit of Cathay Pacific, if a premium (net of expenses) can be obtained. Any unsold Rights Shares representing the aggregation of the fractions will be made available for excess application by Qualifying Shareholders (other than PRC Southbound Trading Investors) under the EAFs.

國泰將不會暫定配發及不會接受申請任何零碎供股股份。該等供股股份的零碎配額將予彙集且所有因彙集而出現之未繳股款供股權將於市場上出售，所得款項在扣除開支後如取得溢價，將撥歸國泰所有。任何尚未售出之供股股份(即碎股總數)可根據額外申請表格提呈供合資格股東(中國港股通投資者除外)額外申請。

## APPLICATION FOR EXCESS RIGHTS SHARES

### 申請額外供股股份

Qualifying Shareholders (other than the PRC Southbound Trading Investors) may apply, by way of excess application, for (i) any unsold Rights Shares which would have been allotted to the Non-Qualifying Shareholders had they been Qualifying Shareholders; (ii) any unsold Rights Shares created by adding together fractions of the Rights Shares; and (iii) any Rights Shares provisionally allotted but not validly accepted by the Qualifying Shareholders or otherwise subscribed for by renounees or transferees of Nil Paid Rights.

合資格股東(中國港股通投資者除外)可透過額外申請申請認購：(i)倘不合資格股東成為合資格股東可獲配之任何未售出供股股份；(ii)彙集零碎供股股份產生之任何未售出供股股份；及(iii)已暫定配發但未獲合資格股東有效接納之任何供股股份，或未獲放棄未繳股款供股股份之人士或未繳股款供股股份承讓人另外認購之任何供股股份。

If you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you must complete and sign the accompanying EAF in accordance with the instructions printed thereon and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Wednesday, 5 August 2020 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather" 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 **"Cathay Pacific Airways Limited – Excess Application Account"** and crossed **"Account Payee Only"**. No receipt will be given for such remittances.

閣下如欲申請認購暫定配發予閣下者以外之任何供股股份，必須按隨附之額外申請表格印列之指示將其填妥及簽署，並連同所申請認購額外供股股份須另行支付之股款，於二零二零年八月五日(星期三)下午四時正(或下文「惡劣天氣之影響」一段所述之有關較後日期及/或時間)前交回過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付，並須以香港持牌銀行賬戶開出之支票或發出之銀行本票支付，並註明抬頭人為「**Cathay Pacific Airways Limited – Excess Application Account**」，且須以「**只准入抬頭人賬戶**」劃線方式開出。繳付有關股款將不會獲發收據。

The Directors will allocate the excess Rights Shares at their discretion on a fair and equitable basis and as far as practicable on a pro rata basis by reference to the number of excess Rights Shares being applied for under each application. No preference will be given to topping up odd lots to whole boards. It should be noted that the lodging of the EAF does not assure the Qualifying Shareholder of being allocated any Rights Shares in excess of those of his/her/its provisional allotments.

董事將按公平及平等基準及按盡可能實際可行的方式，參考各申請下所申請認購的額外供股股份數量的比例酌情配發額外供股股份，且不會優先考慮將碎股補足為完整每手買賣單位。應注意，遞交額外申請表格並不保證合資格股東會獲分配任何超出其暫定配額的供股股份。

## CHEQUES AND CASHIER'S ORDERS

### 支票及銀行本票

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of Cathay Pacific. Completion and return of this PAL together with a cheque or cashier's order in payment for the Rights Shares, whether by a Qualifying Shareholder or by any nominated transferee, will constitute a warranty by you that the cheque or cashier's order will be honoured on first presentation.

所有支票及銀行本票於接獲後將立即過戶，而有關款項所產生之所有利息(如有)將撥歸國泰所有。填妥及交回本暫定配額通知書連同支付供股股份股款的支票或銀行本票(不論由合資格股東或任何獲提名承讓人交回)，即表示閣下保證該支票或銀行本票將於首次過戶時兌現。

Without prejudice to the other rights of Cathay Pacific in respect hereof, any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event, the relevant provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

倘任何隨附支票或銀行本票於首次過戶時未能兌現，則國泰拒絕受理任何該等暫定配額通知書之權利，但不影響國泰之其他相關權利。在此情況下，有關暫定配額及據此給予之一切有關權利將被視作放棄及予以取消。

## SHARE CERTIFICATES AND REFUND

### 股票及退款

Subject to the fulfilment (or waiver, where applicable) of the conditions of the Rights Issue, share certificates for all fully-paid Rights Shares are expected to be posted to those entitled thereto by ordinary post to their registered addresses at their own risk on or around Monday, 10 August 2020. Each successful applicant, except HKSCC Nominees, will receive one share certificate for all the Rights Shares and/or excess Rights Shares (if any) allotted and issued to him/her/it.

待供股之條件達成(或獲豁免，如適用)後，全部繳足股款之供股股份股票預期將於二零二零年八月十日(星期一)或前後，以平郵方式寄發予相關人士之登記地址，郵誤風險概由彼等自行承擔。各成功申請人(香港結算代理人除外)將會就其獲配發及發行之所有供股股份及／或額外供股股份(如有)獲發一張股票。

Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be returned to the applicants by ordinary post to their registered addresses at their own risk on or before Monday, 10 August 2020.

全部或部分未能成功申請之額外供股股份之退款支票(如有)預期將於二零二零年八月十日(星期一)或之前以平郵方式退還予申請人之登記地址，郵誤風險概由彼等自行承擔。

If the Underwriters, acting jointly, exercise the right to terminate the Rights Issue Underwriting Agreement before 4:00 p.m. on the Latest Termination Time or if the conditions of the Rights Issue are not fulfilled or waived (as applicable), the monies received in respect of acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in the case of joint acceptances, to the first-named person without interest, by means of cheques posted by ordinary post to their registered addresses at their own risk on or before Monday, 10 August 2020.

倘包銷商(共同行動)行使權利於最後終止時限當日下午四時正前終止供股包銷協議或倘供股條件未獲達成或豁免(倘適用)，則就接納供股股份所收取之款項將於二零二零年八月十日(星期一)或之前不計利息以支票方式以平郵方式寄送合資格股東或已獲有效轉讓未繳股款供股股份之該等其他人士(倘為聯名接納人，則為名列首位之人士)之登記地址，郵誤風險概由彼等自行承擔。

## UNDERWRITERS' RIGHT TO TERMINATE THE RIGHTS ISSUE UNDERWRITING AGREEMENT

### 包銷商終止供股包銷協議的權利

The Underwriters, acting jointly, by notice to Cathay Pacific at any time before the Latest Termination Time, have the right to rescind or terminate the Rights Issue Underwriting Agreement on the occurrence of any of the following events:

包銷商(共同行動)有權在發生下列任一事件的情形下於最後終止時限前任何時刻以通知國泰的方式撤銷或終止供股包銷協議：

- (1) any matter or circumstance arises as a result of which any of the conditions of the Rights Issue Underwriting Agreement has become incapable of satisfaction (or, as applicable, waiver) as at the required time; or
- (1) 出現任何事項或情況致使供股包銷協議之任何條件已變成於規定時間無法得到滿足(或若適用，得到豁免)；或
- (2) there has been any breach by Cathay Pacific of any of the representations, warranties, or any material breach by Cathay Pacific of any of the undertakings and other provisions contained in the Rights Issue Underwriting Agreement, or any matter has arisen which would reasonably be expected to give rise to such a breach by Cathay Pacific or a claim in respect of any of the representations and warranties by Cathay Pacific, or a material breach by Cathay Pacific of any of the undertakings and other provisions contained in the Rights Issue Underwriting Agreement; or
- (2) 國泰已違反供股包銷協議所載任何陳述、保證，或國泰已嚴重違反供股包銷協議所載的任何承諾及其他規定，或出現任何事項致使按合理預期會導致國泰發生前述違反或與國泰任何的前述陳述或保證有關的索償或導致國泰嚴重違反供股包銷協議所載任何承諾或其他規定；或
- (3) there has been any breach by any of Swire Pacific, Air China and Qatar Airways of its undertakings contained in the Irrevocable Undertakings or any matter has arisen which would reasonably be expected to give rise to such a breach by any of Swire Pacific, Air China and Qatar Airways or a claim in respect of a breach by any of Swire Pacific, Air China and Qatar Airways of any of the undertakings contained in the Irrevocable Undertakings; or
- (3) 太古、中國國航和卡塔爾航空其中任何一方已違反其於不可撤銷承諾中所載的承諾，或出現任何事項致使按合理預期會導致太古、中國國航和卡塔爾航空之中任何一方發生前述違反或發生與太古、中國國航和卡塔爾航空違反於不可撤銷承諾中的任何承諾有關的索償；或
- (4) any event occurs or matter arises, which, if it had occurred before the date of the Rights Issue Underwriting Agreement or before any of the times on which the warranties given by Cathay Pacific under the Rights Issue Underwriting Agreement are deemed to be given, would have rendered any of such warranties untrue, incorrect or misleading; or
- (4) 發生任何事件或事項(倘若該事件或事項於供股包銷協議日期之前已發生或於供股包銷協議項下國泰所作保證被視為已作出時之前已發生則會)致使該等保證失實、不正確或具有誤導性；或

- (5) any statement contained in any of the Rights Issue Documents or other announcement, circular or public documents issued or authorised by Cathay Pacific relating to the Rights Issue has become or been discovered to be untrue, incorrect, incomplete or misleading, or matters have arisen or have been discovered which would, if any of such documents was to be issued at the time, constitute a material omission therefrom; or
- (5) 供股文件或其他由國泰發佈或授權發佈的有關供股的公告、通函或其他公開文件中所載任何陳述成為或被發現失實、不正確、不完整或具有誤導性，或發生或被發現會使得前述任何文件若在當時發佈則會有重大遺漏之事項；或
- (6) there shall have developed, occurred or come in effect any change or development involving a prospective change, any event or circumstance likely to result in a change or development involving a prospective change, in or affecting the assets, liabilities, business, condition, results of operations, prospects, management, shareholders' equity or in the financial or trading position of any member of the Cathay Pacific Group which, in the sole opinion of the Underwriters, is or may be materially adverse in the context of the Rights Issue or makes or may make it impracticable, inadvisable or inexpedient to proceed with the Rights Issue; or
- (6) 國泰集團任何成員公司的資產、負債、業務、狀況、經營業績、前景、管理、股東權益、財務狀況或交易地位的任何變化或涉及到潛在變動的發展，或會導致該等變化或該等潛在變動的發展，或對之有影響的該等變化或該等潛在變動的發展的任何事件或情況應已發生、出現或生效，而且包銷商自行認為其對或可能對供股嚴重不利，或使得或可能使得進行供股不可行、不可取或不宜進行；或
- (7) a petition is presented for the winding-up or liquidation of any member of the Cathay Pacific Group or any member of the Cathay Pacific Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Cathay Pacific Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Cathay Pacific Group or anything analogues thereto occurs in respect of any member of the Cathay Pacific Group; or
- (7) 關於國泰集團任何成員公司清盤或清算的呈請書已經提交，或國泰集團任何成員公司與其債權人達成了任何債務重整協議或安排或訂立了協議安排或通過了國泰集團任何成員公司的任何清盤決議，或為國泰集團任何成員公司全部或部分資產或業務委任了臨時清盤人、財產接收人或財產接收管理人，或與國泰集團任何成員公司有關的任何類似事情已經發生；或
- (8) permission to deal in and listing of all the Rights Shares (in their nil-paid and fully-paid forms) has been withdrawn by the Stock Exchange; or
- (8) 聯交所撤回批准所有未繳股款及繳足股款之供股股份買賣及上市；或

- (9) there has occurred, happened, come into effect or become public knowledge any event, series of events or circumstances concerning or relating to (whether or not foreseeable):
- (9) 關於或有關於下列任一方面之任何事件、連串事件或情況(不論可否預見)的出現、發生、生效或為公眾所知：
- a. any change in, or any event or series of events likely to result in any change in (whether or not permanent) in local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in or affecting Hong Kong, the PRC, the United States, the European Union (or any member thereof), the United Kingdom, Singapore, Japan or any other jurisdictions relevant to any member of the Cathay Pacific Group or the Rights Issue (collectively, the **“Relevant Jurisdictions”**); or
- a. 於香港、中國、美國、歐盟(或其任何成員國)、英國、新加坡、日本或與國泰集團任何成員公司或供股有關的任何其他司法管轄區(「**相關司法管轄區**」)境內發生的或發生會影響到該等相關司法管轄區的地方、國家或國際金融、政治、軍事、工業、經濟、法律、財政、監管或證券市場方面事項或情況或貨幣匯率或外匯管制之任何變動，或可能導致該等變動之任何事件或連串事件(不論是否屬永久性的)；或
- b. any event or circumstance in the nature of force majeure, including, without limitation, any act of government, economic sanctions, strike or lock-out (whether or not covered by insurance), riot, public disorder, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), act of God, declaration of a state of emergency or calamity or crisis, in or affecting any of the Relevant Jurisdictions; or
- b. 於任何相關司法管轄區境內發生的或發生會影響到該等相關司法管轄區的具有不可抗力性質的任何事件或事項，包括但不限於任何政府舉措、經濟制裁、罷工或停工(不論是否有保險承保)、暴亂、社會騷亂、火災、爆炸、水災、地震、內亂、戰亂或宣戰、爆發敵對狀態或敵對狀態升級(不論是否已經宣戰)、恐怖活動(不論是否已有一方承認責任)、天災、宣佈緊急狀態或災難或危機；或
- c. the declaration of a banking moratorium by authorities in any of the Relevant Jurisdictions occurring due to exceptional financial circumstances or otherwise; or
- c. 由於異常金融情況或其他情況而導致任何相關司法管轄區有關當局宣佈銀行業全面停業；或
- d. any moratorium, suspension or restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the New York Stock Exchange, NASDAQ, the London Stock Exchange, the Singapore Stock Exchange or the Tokyo Stock Exchange, or any major disruption of any securities settlement or clearing services in or affecting any of the Relevant Jurisdictions; or
- d. 聯交所、上海證券交易所、深圳證券交易所、紐約證券交易所、納斯達克證券交易所、倫敦證券交易所、新加坡證券交易所或東京證券交易所全面停止、中止或限制股份或證券的交易，或設定價格下限，或任何相關司法管轄區境內發生的或發生會影響到該等相關司法管轄區的對任何證券交收或結算服務的任何重大中斷；或

- e. any trading halt or suspension of dealings in the Shares (other than pending publication of the Announcement or where such trading halt or suspension does not last for more than two trading days); or
- e. 相關股份之任何暫停或中止買賣(待刊發本公告或有關暫停或中止買賣不多於兩個交易日者除外); 或
- f. any government authority commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of the Cathay Pacific Group or any Director; or
- f. 任何政府機構就國泰集團任何成員公司或董事啟動任何調查或其他行動, 或宣佈其擬進行該等調查或採取該等行動; 或
- g. any new law or regulation or any change, or any development involving a prospective change, whether or not permanent, in or affecting any taxation, exchange controls, currency exchange rates, laws or regulations (or judicial interpretation thereof) in or affecting any of the Relevant Jurisdictions,
- g. 於或影響任何相關司法管轄區, 於或影響稅務、外匯管制、貨幣匯率、法律或法例(或法律或法例的司法解釋)方面的新的法律或法例或任何變動, 或涉及潛在變動的發展(不論是否屬永久性的),

the effect of which events or circumstances referred to in (9) above individually or in the aggregate (in the sole opinion of the Underwriters) (1) is or would be materially adverse to, or materially prejudicially affects or would materially prejudicially affect, the Cathay Pacific Group as a whole or its prospects or the Rights Issue or (2) makes or may make it impracticable, inadvisable or inexpedient to proceed with the Rights Issue.

倘若(包銷商自行認為)上文第(9)段所述事件或情況個別或共同構成下述影響:(1)對或將可能對國泰集團整體或其前景或供股嚴重不利, 或為國泰集團整體或其前景或供股帶來或將會帶來重大不利影響; 或(2)使得或可能使得繼續進行供股不可行、不可取或不宜進行。

## EFFECT OF BAD WEATHER

### 惡劣天氣之影響

The Latest Time for Acceptance will not take place if there is a tropical cyclone warning signal no. 8 or above, “extreme conditions” caused by super typhoons, or a “black” rainstorm warning, in force in Hong Kong at any local time:

倘香港於下列本地時間懸掛八號或以上熱帶氣旋警告信號、超強颱風引致「極端情況」或「黑色」暴雨警告，則最後接納時限將不會落實：

- (i) before 12:00 noon and no longer in force after 12:00 noon on the Final Acceptance Date. Instead the Latest Time for Acceptance will be extended to 5:00 p.m. on the same Business Day; or
- (i) 於最後接納日期中午十二時正前生效並於中午十二時正後不再生效。取而代之，最後接納時限將延至同一營業日下午五時正；或
- (ii) between 12:00 noon and 4:00 p.m. on the Final Acceptance Date. Instead the Latest Time for Acceptance 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.
- (ii) 於最後接納日期中午十二時正至下午四時正生效。取而代之，最後接納時限將重訂為於上午九時正至下午四時正任何時間並無該等警告生效之下一個營業日下午四時正。

If the Latest Time for Acceptance does not take place on the currently scheduled date for the Final Acceptance Date, the dates mentioned in this PAL may be affected. Cathay Pacific will notify the Shareholders by way of an announcement of any change to the expected timetable as soon as practicable.

倘最後接納時限並無於目前所訂之最後接納日期落實，則本暫定配額通知書所提及之日期可能會受到影響。國泰將於切實可行情況下盡快刊發公告知會股東預期時間表之任何變動。

## DISTRIBUTION OF THIS PAL AND THE OTHER RIGHTS ISSUE DOCUMENTS

### 派發本暫定配額通知書及其他供股文件

This PAL shall only be sent to the Qualifying Shareholders.

本暫定配額通知書僅向合資格股東寄發。

The Rights Issue Documents have not been and will not be registered and/or filed under any applicable securities or equivalent legislation of any jurisdictions other than (a) Hong Kong and (b) the PRC in accordance with the notice issued by the China Securities Regulatory Commission of *Filing Requirements for Hong Kong Listed Issuers Making Rights Issue to Mainland Shareholders through Mainland-Hong Kong Stock Connect (Announcement [2016] No. 21)*.

除(a)香港；及(b)中國(根據中國證監會發出的《關於港股通下香港上市公司向境內原股東配售股份的備案規定》(公告[2016]21號)通知)以外，供股文件並無亦將不會根據任何司法管轄區之任何適用證券法或等同法例登記及／或備案。

No action has been taken to permit a public offering of the Nil Paid Rights or the Rights Shares, other than in Hong Kong, or the distribution of the Rights Issue Documents in any jurisdiction other than Hong Kong, except for the distribution to the PRC Southbound Trading Investors. Accordingly, the Rights Issue Documents may not be used for the purpose of, and do not constitute, an offer or invitation in any jurisdiction or in any circumstances in which such an offer or invitation is not authorised or to any person to whom it is unlawful to make such an offer or invitation. It is the responsibility of the Shareholders (including the Overseas Shareholders) to observe the local legal and regulatory requirements applicable to them for taking up and onward sale (if applicable) of the Rights Shares.

國泰並無採取任何行動，以批准在香港以外任何地區公開提呈發售未繳股款供股權或供股股份或在香港以外任何司法管轄區派發供股文件(中國港股通投資者除外)。因此，在未受批准，或向任何人士提呈發售或提出認購邀請即屬違法的任何司法管轄區或任何情況下，本供股文件不得用作亦不構成提呈發售或提出認購邀請。股東(包括海外股東)在認購及後續出售(如適用)供股股份時須遵守其適用的地方法律及監管規定。

The PRC Southbound Trading Investors can participate in the Rights Issue through ChinaClear. ChinaClear will provide nominee services for the PRC Southbound Trading Investors to (a) sell (in full or in part) their Nil Paid Rights on the Stock Exchange; and/or (b) subscribe (in full or in part) for their pro-rata entitlement in respect of Shares held on the Rights Issue Record Date at the Rights Subscription Price under the Rights Issue in accordance with the relevant laws and regulations. However, ChinaClear will not support applications by such PRC Southbound Trading Investors for excess Rights Shares under the Rights Issue through China Connect. In addition, according to the PRC legal adviser of Cathay Pacific, PRC Southbound Trading Investors (or the relevant ChinaClear participants as the case may be) whose stock accounts in the ChinaClear are credited with Nil Paid Rights may only sell those Nil Paid Rights on the Stock Exchange under China Connect but may not purchase any Nil Paid Rights or transfer such Nil Paid Rights to other PRC Southbound Trading Investors.

中國港股通投資者可透過中國結算參與供股。中國結算將為中國港股通投資者提供代名人服務，以(a)於聯交所出售(全部或部分)彼等之未繳股款供股權；及／或(b)根據相關法律及法規按供股認購價認購(全部或部分)彼等於供股記錄日期所持股份的比例配額。然而，中國結算將不會支持有關中國港股通投資者透過中華通申請認購供股之額外供股股份。此外，根據國泰中國法律顧問的意見，倘中國港股通投資者(或相關中國結算參與者，視情況而定)於中國結算的股份戶口獲存入未繳股款供股權，彼等僅可在聯交所根據中華通出售該等未繳股款供股權，而不可購買任何未繳股款供股權，亦不得向其他中國港股通投資者轉讓該等未繳股款供股權。

For avoidance of doubt, neither HKSCC nor HKSCC Nominees, who subscribe the Rights Shares on behalf of CCASS participants, or ChinaClear, who subscribe the Rights Shares on behalf of the PRC Southbound Trading Investors, is subject to any of the representations and warranties. If you are in doubt as to your position, you should consult your own professional advisers.

為免生疑，代表中央結算系統參與者認購供股股份的香港結算及香港結算代理人或代表中國港股通投資者認購供股股份的中國結算概毋須遵守任何該等聲明及保證。倘閣下對本身的情況有疑問，應諮詢閣下本身的專業顧問。

Cathay Pacific reserves the right to refuse to act on any acceptance of provisional allotment of the Rights Shares and to refuse to accept any application for excess Rights Shares where it believes that doing so would or may violate the applicable securities legislations or other laws or regulations of any jurisdiction. No application for the Rights Shares will be accepted from any person who is a Non-Qualifying Shareholder (if any).

倘國泰認為接納任何暫定配發供股股份及接納任何額外供股股份之申請會或可能會違反任何司法管轄區之適用證券法或其他法例或法規，則保留拒絕作出行動或拒絕接納有關申請之權利。不合資格股東的供股股份申請(如有)將不被接納。

## GENERAL

### 一般事項

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

交回已由應獲發本暫定配額通知書之人士簽署之暫定配額通知書連同(如屬有關)轉讓及提名表格，即為交回上述文件之人士有權處理暫定配額通知書，並有權收取暫定配額分拆函件及／或供股股份之股票之最終憑證。

Copies of the Prospectus giving details of the Rights Issue are available from the Registrar at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

載有供股詳情的供股章程可於過戶登記處(地址為香港灣仔皇后大道東183號合和中心17M樓)查閱。

The terms and conditions relating to application for the Rights Shares as set out in the Prospectus shall apply. This PAL and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, the laws of Hong Kong.

供股章程所載有關申請供股股份之條款及條件將適用。本暫定配額通知書及任何當中所載要約的接納均受香港法例管轄，並按其詮釋。

## PERSONAL DATA COLLECTION — PAL

### 收集個人資料 — 暫定配額通知書

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to Cathay Pacific and the Registrar and/or their respective advisers and agents the personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides you with rights to ascertain whether Cathay Pacific or the Registrar hold your personal data, to obtain a copy of that data and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, Cathay Pacific 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 Cathay Pacific, at its registered office at 33/F, One Pacific Place, 88 Queensway, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of Cathay Pacific, or (as the case may be) to the Registrar at 17M Floor Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for the attention of Privacy Compliance Officer.

填妥、簽署及交回本暫定配額通知書隨附之表格，即表示閣下同意向國泰及過戶登記處及／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之供股股份之人士之任何資料。《個人資料(私隱)條例》(香港法例第486章)賦予閣下權利，可確定國泰或過戶登記處是否持有閣下個人資料、索取有關資料之副本及更正任何不準確之資料。根據《個人資料(私隱)條例》，國泰及過戶登記處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往國泰之註冊辦事處(地址為香港金鐘道88號太古廣場一期33樓)或根據適用法律不時通知之地點並以國泰之公司秘書或(視情況而定)過戶登記處(地址為香港灣仔皇后大道東183號合和中心17M樓)的私隱合規主任為收件人。