



coolpad 酷派
COOLPAD GROUP LIMITED
酷派集團有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 2369)

Hong Kong Branch Share Registrar:
 Computershare Hong Kong Investor
 Services Limited
 Shops 1712-1716, 17th Floor
 Hopewell Centre
 183 Queen's Road East
 Wanchai, Hong Kong

**RIGHTS ISSUE OF 3,600,799,740 RIGHTS SHARES ON
 THE BASIS OF ONE
 (1) RIGHTS SHARE FOR EVERY TWO
 (2) EXISTING SHARES HELD ON THE RECORD
 DATE AT THE SUBSCRIPTION PRICE OF
 HK\$0.28 PER RIGHTS SHARE PAYABLE IN FULL
 ON ACCEPTANCE BY NOT LATER THAN 4:00 P.M.
 ON FRIDAY, 18 JUNE 2021**

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

Principal Place of Business
 in Hong Kong:
 44/F, Office Tower
 Convention Plaza
 1 Harbour Road
 Wanchai
 Hong Kong

FORM OF APPLICATION FOR EXCESS RIGHTS SHARES

Name(s) and address of the Qualifying Shareholder(s) (other than PRC Southbound Trading Investors)

Application can only be made by the Qualifying Shareholder(s)
 (other than PRC Southbound Trading Investors) named here.

Total number of excess Rights Share(s) applied for

BOX A

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

BOX B
 HK\$

To: **The Directors
 Coolpad Group Limited**

Dear Sirs and Madams,

I/We, being the Qualifying Shareholder(s) named above (other than PRC Southbound Trading Investors), hereby irrevocably apply for excess Rights Share(s) (write the number of shares in Box A) at the Subscription Price of HK\$0.28 per Rights Share under the Rights Issue. I/We enclose a separate remittance by cheque or banker's cashier order in favour of "Coolpad Group Limited – Excess Application Account" and crossed "ACCOUNT PAYEE ONLY" for the amount as specified in Box B, being payment in full on application for the aforementioned number of excess Rights Shares. I/We hereby request you to allot such excess Rights Shares applied for, or any lesser number as determined by the Directors, to me/us and to send by ordinary post at my/our risk to my/our address shown on the register of members of the Company my/our share certificate(s) for the number of excess Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any application money refundable to me/us. I/We understand that allotment in respect of this application shall be made at the discretion of the Directors on a fair and equitable basis and (i) as far as practicable, in proportion to the number of excess Rights Shares being applied for under each application, (ii) no preference will be made to the Rights Shares subscribed through applications by PALs or the existing number of Shares held by Qualifying Shareholders and (iii) no preference will be given to applications made for topping up odd lot holdings to whole board lot holdings. I/We acknowledge that I am/we are not guaranteed to be allotted all or any of the excess Rights Shares applied for. I/We also understand that beneficial owners whose Shares are held by a nominee company, or which are held in CCASS, will be regarded as a single Shareholder according to the register of members of the Company.

I/We hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Prospectus and the PAL and subject to the articles of association of the Company. In respect of any excess Rights Shares allotted to me/us, I/we authorise you to place my/our name(s) on the register of members of the Company as holder(s) of such Rights Shares.

1. 2. 3. 4.

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

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

Cheque/banker's cashier
 order number: _____

Contact telephone number: _____

Date: _____

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

CCS9195

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額外申請表格編號

COOLPAD GROUP LIMITED

酷派集團有限公司

(於開曼群島註冊成立的有限公司)

(股份代號：2369)

香港股份過戶登記分處：
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1712-1716號舖

按於記錄日期每持有二(2)股現有股份
可獲發一(1)股供股股份之基準
以認購價為每股供股股份0.28港元供股
發行3,600,799,740股供股股份
股款須不遲於二零二一年六月十八日(星期五)
下午四時正全數繳足

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

香港主要營業地點：
香港
灣仔
港灣道1號
會展廣場
辦公大樓44樓

額外供股股份申請表格

合資格股東(中國港股通投資者除外)姓名及地址

只有本欄所指定之合資格股東(中國港股通投資者除外)有權申請。

所申請的額外供股股份總數目

甲欄

額外供股股份的應繳認購股款總額

乙欄
港元

致： 酷派集團有限公司
列位董事 台照

敬啟者：

本人／吾等為上文列名的合資格股東(中國港股通投資者除外)，現不可撤回地根據供股以每股供股股份0.28港元的認購價申請認購(填寫於甲欄的股份數目)額外供股股份。本人／吾等隨附另行繳付款項為乙欄所指的支票或銀行本票，註明抬頭人為「Coolpad Group Limited – Excess Application Account」及以「只准入抬頭人賬戶」劃線方式開出，作為申請認購上述數目額外供股股份須全數支付的股款。本人／吾等謹要求閣下配發予本人／吾等所申請的額外供股股份(或董事所釐定的任何較少數目)，並按貴公司股東名冊所載之本人／吾等之地址將本人／吾等就本認購申請所獲配發的額外供股股份數目的股票及／或任何有關應退還予本人／吾等的申請款項的退款支票以普通郵遞方式寄予本人／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酌情以公平及平等基準作出，並(i)在切實可行情況下，按每份申請下所申請的額外供股股份數目比例作出，(ii)不會優先考慮通過暫定配額通知書申請認購的供股股份或合資格股東所持有的現有股份數目，及(iii)不會特別處理將不足一手之零碎股權湊足為一手完整買賣單位之股份。本人／吾等確認本人／吾等並不保證將獲配發所有或任何所申請的額外供股股份。本人／吾等了解，由代理人公司代為持有股份之各位實益擁有人或由中央結算系統代為持有股份之各位實益擁有人將會按照本公司之股東名冊視為單一股東。

本人／吾等承諾接納按供股章程及暫定配額通知書所載條款及在貴公司的組織章程細則規限下可能配發予本人／吾等的上述額外供股股份的數目。就配發予本人／吾等的任何額外供股股份而言，本人／吾等授權閣下將本人／吾等的姓名列入貴公司股東名冊作為該等供股股份的持有人。

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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： _____

聯絡電話號碼： _____

日期： _____

每份申請須隨附一張獨立開出的支票或銀行本票
本公司將不另發收據

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IMPORTANT

Reference is made to the prospectus (the “**Prospectus**”) dated 3 June 2021 issued by Coolpad Group Limited (the “**Company**”). Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

IF YOU ARE IN DOUBT ABOUT ANY OF THE CONTENTS OF THIS EXCESS APPLICATION FORM (“EAF”), OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES OF THE COMPANY, YOU SHOULD CONSULT YOUR STOCKBROKER OR REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

THIS EAF IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE QUALIFYING SHAREHOLDER(S) (OTHER THAN PRC SOUTHBOUND TRADING INVESTORS) NAMED BELOW WHO WISH(ES) TO APPLY FOR THE EXCESS RIGHTS SHARES IN ADDITION TO THOSE RIGHTS SHARES PROVISIONALLY ALLOTTED TO HIM/HER/IT/THEM. THIS EAF REQUIRES YOUR IMMEDIATE ATTENTION. APPLICATIONS MUST BE RECEIVED BY NO LATER THAN 4:00 P.M. ON FRIDAY, 18 JUNE 2021 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES” BELOW).

A copy of this EAF, together with a copy of each of the other Prospectus Documents and copies of the documents specified in the section headed “16. Documents Delivered to the Registrar of Companies” in Appendix III to the Prospectus, has 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 SFC, the Stock Exchange and the Registrar of Companies in Hong Kong take no responsibility as to the contents of any of the Prospectus Documents.

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this EAF, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this EAF.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings on the Stock Exchange. Dealings in the Shares and the Rights Shares in their nil-paid form and fully-paid form may be settled through CCASS operated by HKSCC and you. You should consult your stockbroker or other licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser(s) for details of those settlement arrangements and how such arrangements may affect your rights and interests. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

The Rights Issue is conditional upon the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with its terms. It should also be noted that the Underwriting Agreement contains provisions granting the Underwriter the right to terminate its obligations on the occurrence of certain events including force majeure. Please refer to the section headed “*Underwriting Arrangement – Termination of the Underwriting Agreement*” in the Prospectus for further details. Accordingly, the Rights Issue may or may not proceed. Any dealings in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled, and any Shareholders dealing in the Rights Shares in nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating any dealings in the Shares or Rights Shares in their nil-paid form should exercise caution and are recommended to consult their professional advisers.

重要提示

茲提述酷派集團有限公司(「本公司」)所刊發日期為二零二一年六月三日的章程(「供股章程」)。除文義另有所指外，本文件所用詞彙與供股章程所界定者具有相同涵義。

閣下如對本額外供股股份申請表格(「額外申請表格」)任何內容或應採取之行動有疑問或閣下如已出售或轉讓所有或部份本公司的股份，應諮詢閣下之股票經紀、註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

本額外申請表格具有價值但不可轉讓，並僅供下文列明有意申請其所獲暫定配發供股股份以外的額外供股股份之合資格股東(中國港股通投資者除外)使用。本額外申請表格應即時處理。申請必須不遲於二零二一年六月十八日(星期五)下午四時正(或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之較後日期及／或時間)前交回。

本額外申請表格連同各其他章程文件以及供股章程附錄三「16. 送呈公司註冊處處長文件」一節所指文件已根據公司(清盤及雜項條文)條例(香港法例第32章)第342C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任何章程文件之內容概不負責。

香港交易及結算所有限公司、聯交所及香港結算對本額外申請表格的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本額外申請表格全部或任何部分內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可自各自開始於聯交所買賣日期起，在中央結算系統寄存、結算及交收。股份以及未繳股款及繳足股款供股股份之買賣可通過香港結算營運之中央結算系統結算。閣下應就該等交收安排詳情及有關安排對閣下之權利或權益可能造成之影響，諮詢閣下之股票經紀或其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。聯交所參與者之間於任何交易日進行之交易，須於其後第二個結算日在中央結算系統交收。在中央結算系統內進行之一切活動必須依照不時有效之《中央結算系統一般規則》及《中央結算系統運作程序規則》進行。

供股須待包銷協議成為無條件及包銷商並無根據包銷協議條款終止包銷協議後，方可作實。另請注意，包銷協議載有授予包銷商權利以於發生若干事件(包括不可抗力事件)時終止其責任之條文。有關進一步詳情，請參閱供股章程「包銷安排－終止包銷協議」一節。因此，供股未必一定會進行。直至供股的所有條件達成之日止期間買賣任何股份，以及買賣未繳股款供股股份的任何股東，將相應承擔供股可能無法成為無條件或可能無法進行的風險。任何擬買賣股份或未繳股款供股股份的股東或其他人士應審慎行事及諮詢其專業顧問意見。

This EAF should be completed and lodged, together with payment of HK\$0.28 per Rights Share for the number of excess Rights Shares applied for, with the Registrar, Computershare Hong Kong Investor Services Limited, 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 Friday, 18 June 2021 (or such later date and/or time as mentioned under the paragraph headed “Effect of Bad Weather on the Latest Time for Acceptance of and Payment for the Rights Shares” below). All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or banker’s cashier orders must be issued by, a licensed bank in Hong Kong and made payable to “Coolpad Group Limited – Excess Application Account” and crossed “ACCOUNT PAYEE ONLY”. All enquiries in connection with this EAF should be addressed to the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong. It should be noted that the lodging of this EAF does not assure you of being allocated any Rights Shares in excess of those of your provisional allotments.

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

Shares have been dealt in on an ex-entitlement basis from Monday, 24 May 2021. Dealings in the Rights Shares in their nil-paid form will take place from Monday, 7 June 2021 to Tuesday, 15 June 2021 (both days inclusive). Any Shareholders or other persons contemplating transferring, selling or purchasing the Shares and/or the Rights Shares in their nil-paid form should exercise caution and are recommended to consult their professional advisers. Any dealings in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled, and any Shareholders dealing in the Rights Shares in nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

The Company will publish the allocation result of the excess application for Rights Shares on Friday, 25 June 2021 by way of announcement. If no excess Rights Share is allotted to you, it is expected that the full amount of application monies will be refunded in full (without interest) to you by ordinary post to your registered address at your own risk on or around Monday, 28 June 2021. If the number of the excess Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will be refunded in full (without interest) to you by ordinary post to your registered address at your own risk on or around Monday, 28 June 2021. Any such cheque will be drawn in favour of the person named on this form or, in the case of joint application, the first-named person on this form. It is expected that share certificates in respect of the fully-paid Rights Shares will be posted by ordinary post on or before Monday, 28 June 2021 to those entitled thereto at their own risk.

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

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriting Agreement contains provisions granting the Underwriter, by notice in writing to the Company, the right to terminate the Underwriting Agreement if, in the absolute opinion of the Underwriter, at or prior to the Latest Time for Termination:

- (i) there develops, occurs or comes into force:
 - (a) the introduction of any new law or regulation or any change in existing laws or regulations (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which, in the absolute opinion of the Underwriter, may have a Material Adverse Effect or materially and adversely affects the Rights Issue or makes it inadvisable or inexpedient to proceed therewith; 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 of the Underwriting Agreement) of an economic, financial, political or military 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, in the absolute opinion of the Underwriter, may have a Material Adverse Effect or materially and adversely affects the Rights Issue or makes it inadvisable or inexpedient to proceed therewith; or
 - (c) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, moratorium, suspension or material restriction or trading in securities) which, in the absolute opinion of the Underwriter, may have a Material Adverse Effect or materially and adversely affects the Rights Issue or makes it inadvisable or inexpedient to proceed therewith; or
- (ii) any Specified Event comes to the knowledge of the Underwriter; or
 - (iii) there is any change in the circumstances of the Company or any member of the Group which, in the absolute opinion of the Underwriter, will adversely affect the prospects of the Group as a whole, 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 similar event occurring in respect of any of member of the Group or the destruction of any material asset of the Group; or
 - (iv) 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 would, in the absolute opinion of the Underwriter, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
 - (v) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not ejusdem generis with any of the foregoing; or
 - (vi) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or
 - (vii) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than five (5) consecutive Business Days, excluding any suspension in connection with the clearance of the Prospectus or the Prospectus Documents or other announcements or circular in connection with the Rights Issue; or
 - (viii) the Prospectus, when published, contains information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the absolute opinion of the Underwriter be material to the Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue.

If the Underwriter terminates the Underwriting Agreement, the Rights Issue will not proceed. A further announcement would be made by the Company if the Underwriting Agreement is terminated by the Underwriter.

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

The latest time for acceptance of and payment for the Rights Shares will not take place if there is a tropical cyclone warning signal no. 8 or above, a “black” rainstorm warning signal and/or extreme conditions is:

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

If the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares does not take place on or before 4:00 p.m. on Friday, 18 June 2021, the dates mentioned in this section may be affected. An announcement will be made by the Company in such event.

DISTRIBUTION OF THIS EAF AND THE OTHER PROSPECTUS DOCUMENTS

THIS EAF IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES. The Rights Shares (both in nil-paid and fully-paid forms), the PAL and this EAF have not been and will not be registered under the US Securities Act or under any securities laws of any state or other jurisdiction of the United States, and may not be offered, sold, taken up, exercised, resold, renounced, transferred or delivered, directly or indirectly, within the United States except pursuant to an applicable exemption from the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States.

This EAF shall only be sent to the Qualifying Shareholders (other than the PRC Southbound Trading Investors).

The Prospectus Documents will not be and are not intended to be filed with or approved by the CSRC other than in accordance with the CSRC Notice.

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

The PRC Southbound Trading Investors can participate in the Rights Issue through China Clear. China Clear will provide nominee services for the PRC Southbound Trading Investors to (i) sell (in full or in part) their nil-paid Rights Shares through Shenzhen-Hong Kong Stock Connect if such nil-paid Rights Shares are listed on the Stock Exchange; and/or (ii) subscribe (in full or in part) for their pro rata entitlement in respect of Shares held on the Record Date at the Subscription Price under the Rights Issue in accordance with the relevant laws and regulations. However, China Clear will not support applications by such PRC Southbound Trading Investors for excess Rights Shares under the Rights Issue through Shenzhen-Hong Kong Stock Connect. The PRC Southbound Trading Investors (or the relevant China Clear participants as the case may be) whose stock accounts in China Clear are credited with nil-paid Rights Shares can only sell those nil-paid Rights Shares through Shenzhen-Hong Kong Stock Connect if such nil-paid Rights Shares are listed on the Stock Exchange but cannot purchase any nil-paid Rights Shares or transfer such nil-paid Rights Shares to other PRC Southbound Trading Investors.

The Prospectus Documents will not be registered or filed under the applicable securities legislation of any jurisdiction other than: (i) the PRC (in accordance with the CSRC Notice): and (ii) Hong Kong.

For avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited, who subscribe the Rights Shares on behalf of CCASS participants, or China Clear, 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.

The Company reserves the right to refuse to accept any application for Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

CHEQUES AND BANKER'S CASHIER ORDERS

All cheques and banker's cashier orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of this EAF will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions in connection with this EAF and any acceptance of it, have been, or will be, duly complied with. Completion and return of this EAF together with a cheque or banker's cashier order in payment for the excess Rights Shares applied for will constitute a warranty by the applicant that the cheque or the banker's cashier order will be honoured on first presentation. If any cheque or banker's cashier order accompanying a completed EAF is dishonoured on first presentation, without prejudice to the other rights of the Company, such EAF is liable to be rejected.

PERSONAL DATA COLLECTION – EAF

By completing, signing and submitting this EAF, you agree to disclose to the Company and the Registrar, Computershare Hong Kong Investor Services Limited and/or their respective advisers and agents the personal data and any information which they require about you or the person(s) for whose benefit you have made the application for excess Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides you with rights to ascertain whether the Company or the Registrar hold your personal data, to obtain a copy of that data and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its principal place of business in Hong Kong at 44/F Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, 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 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for the attention of Personal Data Privacy Officer.

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

For office use only

| Application number | Number of excess Rights Shares applied for | Amount paid on application | Balance refunded |
|---------------------------|---|-----------------------------------|-------------------------|
| | | HK\$ | HK\$ |

本額外申請表格填妥後，連同按每股供股股份0.28港元申請額外供股股份數目的付款，須不遲於二零二一年六月十八日（星期五）下午四時正前（或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期及／時間）前交回過戶登記處香港中央證券登記有限公司（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「Coolpad Group Limited – Excess Application Account」，且須以「只准入抬頭人賬戶」劃線方式開出。所有有關本額外申請表格的查詢均須寄交過戶登記處（地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖）。應注意，交回本額外申請表格並不保證閣下將獲配發超出閣下暫定配額供股股份之任何份額。

供股須待包銷協議成為無條件及包銷商並無根據包銷協議條款終止包銷協議後，方可作實。另請注意，包銷協議載有授予包銷商權利以於發生若干事件（包括不可抗力事件）時終止其責任之條文。有關進一步詳情，請參閱供股章程「包銷安排 – 終止包銷協議」一節。因此，供股未必一定會進行。

股份已自二零二一年五月二十四日（星期一）起按除權基準買賣。未繳股款供股股份預期於二零二一年六月七日（星期一）至二零二一年六月十五日（星期二）（包括首尾兩日）期間進行買賣。任何擬轉讓、出售或購買股份及／或未繳股款供股股份之股東或其他人士應審慎行事及建議諮詢其專業顧問。直至供股的所有條件達成之日止期間買賣任何股份，以及買賣未繳股款供股股份的任何股東，將相應承擔供股可能無法成為無條件或可能無法進行的風險。

本公司將於二零二一年六月二十五日（星期五）刊發公告以發佈供股股份額外申請的分配結果。倘閣下未獲配發任何額外供股股份，預期認購股款之全額將於二零二一年六月二十八日（星期一）或前後以普通郵遞方式按閣下之登記地址全數（不計利息）退還予閣下，郵誤風險概由閣下承擔。倘閣下獲配發之額外供股股份數目少於所申請者，預期認購股款之餘款將於二零二一年六月二十八日（星期一）或前後以普通郵遞方式按閣下之登記地址全數（不計利息）退還予閣下，郵誤風險概由閣下承擔。本公司將向本表格所列人士（或如為聯名申請，則本表格名列首位之人士）發出有關支票。預期繳足股款供股股份之股票將於二零二一年六月二十八日（星期一）或之前以普通郵遞方式寄予有權收取股票之人士，郵誤風險概由彼等自行承擔。

本額外申請表格及據此提出的所有申請應根據香港法律監管及詮釋。

終止包銷協議

包銷協議載有條款，授予包銷商在包銷商絕對酌情認為於最後終止時限或之前發生以下事件時透過向本公司書面通知終止包銷協議之權力：

- (i) 下列事項出現、發生或生效：
 - (a) 頒佈任何新法律或法規或現有法律或法規（或其司法詮釋）出現任何變動或發生任何其他有關事件（不論其性質如何），而包銷商絕對酌情認為可能有重大不利影響或會對供股造成重大不利影響或使進行供股變為不當或不智；或

- (b) 發生任何經濟、金融、政治或軍事或其他性質(無論是否與上述任何一項屬同一類別)之本地、國家或國際事件或變動(不論是否屬於包銷協議日期前及／或其後發生或持續之一連串事件或變動之一部分)，或本地、國家或國際間敵對或武裝衝突爆發或升級，或事件足以影響本地證券市場，而包銷商絕對酌情認為可能有重大不利影響或會對供股造成重大不利影響或使進行供股變為不當或不智；或
 - (c) 市況出現任何不利變動(包括但不限於任何財政或貨幣政策或外匯或貨幣市場變動或者證券買賣暫停或受嚴重限制)，而包銷商絕對酌情認為可能有重大不利影響或會對供股造成重大不利影響或使進行供股變為不當或不智；或
- (ii) 包銷商得知發生任何特定事件；或
 - (iii) 本公司或本集團任何成員公司之情況出現任何變動，而包銷商絕對酌情認為將令本集團之整體前景受到不利影響，包括(但不限於上述一般性情況)本集團任何成員公司被申請清盤或通過決議案清盤或解散或出現類似事件或本集團任何重大資產被損毀；或
 - (iv) 任何不可抗力事件，包括(但不限於其一般性情況)任何天災、戰爭、暴動、動亂、騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工，而包銷商絕對酌情認為將令本集團整體業務或財政或經營狀況或前景受到重大不利影響；或
 - (v) 有關本集團整體業務或財務或經營狀況或前景的任何其他重大不利變動(無論是否與上述任何一項屬同一類別)；或
 - (vi) 任何事件倘於緊接供股章程日期前出現或發現，惟並無於供股章程內披露，而包銷商絕對酌情認為將對供股而言構成重大遺漏者；或
 - (vii) 聯交所五(5)個連續營業日以上全面暫停證券買賣或暫停本公司證券之買賣(涉及審批有關供股的供股章程或章程文件或其他公告或通函而暫停買賣者則除外)；或
 - (viii) 供股章程刊發時載有於包銷協議日期之前未經本公司公開宣佈或刊發之資料(不論是關於本集團之業務前景或狀況或關於本集團遵守任何法例或上市規則或任何適用規例)，而包銷商可能絕對酌情認為在供股完成後對本集團整體而言屬重大，並很可能對成功進行供股造成重大不利影響。

倘包銷商終止包銷協議，則將不會進行供股。倘包銷商終止包銷協議，本公司將另行刊發公告。

惡劣天氣對接納供股股份及繳付股款之最後時限之影響

倘於下列時間懸掛八號或以上熱帶氣旋警告信號、「黑色」暴雨警告信號及／或出現極端情況，則接納供股股份及繳付股款之最後時限將不會發生：

- (i) 於最後接納日期香港當地時間中午十二正時前生效而於中午十二時正後除下，屆時接納供股股份及繳付股款之最後時限將延至同一營業日下午五時正；或
- (ii) 於最後接納日期香港當地時間中午十二時正至下午四時正期間生效，屆時接納供股股份及繳付股款以及申請之最後時限將重訂為於香港時間上午九時正至下午四時正期間上述任何警告並無生效之下一個營業日下午四時正。

倘並無於二零二一年六月十八日（星期五）下午四時正的最後時限或之前接納供股股份及繳付股款，本節所述的日期可能會受到影響。在該情況下，本公司將作出公告。

派發本額外申請表格及其他章程文件

本額外申請表格不可直接或間接在或向美國刊發、發放或派發。未繳股款及繳足股款供股股份、暫定配額通知書及本額外申請表格尚未且不會根據《美國證券法》或美國任何州或者其他司法權區之任何證券法例進行登記。除根據《美國證券法》及美國任何州或者其他司法權區之任何適用證券法例豁免登記要求之外，不得在美國境內直接或間接進行要約、出售、接納、行使、轉售、放棄、轉讓或交付。

本額外申請表格僅向合資格股東（中國港股通投資者除外）寄發。

章程文件將不會且不擬於中國證監會存檔或獲中國證監會批准（根據中國證監會通告則除外）。

本公司並無採取任何行動，以批准在香港及中國以外任何地區提呈發售供股股份或派發章程文件或任何與供股有關而發行的其他文件。任何人士如在香港以外任何地區接獲供股章程、暫定配額通知書或額外申請表格，除非在該地區可合法提呈有關要約或邀請而毋須遵守其任何登記或其他法律監管規定，否則不可視作提呈申請額外供股股份之要約或邀請。任何身處香港以外地區之人士如有意承購或申請供股股份，於接受任何暫定配額供股股份或申請額外供股股份前，必須確保遵守有關地區之法律及規例，包括（在不影響前述者下）獲得任何政府或其他許可，及就此繳付該地區規定須繳付之任何稅項及徵費。

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(i)（倘未繳股款供股股份在聯交所上市）透過深港通出售（全部或部分）其未繳股款供股股份；及／或(ii)根據相關法律及法規按認購價認購（全部或部分）彼等根據供股按於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深港通申請認購供股項下的額外供股股份。此外，於其股票戶口內記存未繳股款供股股份的中國港股通投資者（或相關中國結算參與者，視情況而定）僅可透過深港通出售該等未繳股款供股股份（倘未繳股款供股股份在聯交所上市），而不得購買任何未繳股款供股股份或向其他中國港股通投資者轉讓該等未繳股款供股股份。

章程文件將不會根據(i)中國(根據中國證監會通告)；及(ii)香港以外任何司法權區的適用證券法例登記或備案。

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

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

支票及銀行本票

所有支票及銀行本票將於收取後予以即時兌現，就該等款項所賺取之所有利息(如有)將由本公司保留。填妥及交回額外申請表格，即表示向本公司保證及聲明已經或將會妥為遵守所有相關司法權區內與本額外申請表格及其任何接納有關的一切登記、法律及監管規定。填妥及交回本額外申請表格連同繳付所申請額外供股股份股款的支票或銀行本票，即表示申請人保證該支票或銀行本票將於首次過戶時可獲兌現。在不損害本公司其他權利的情況下，倘隨附已填妥本額外申請表格的任何支票或銀行本票於首次過戶時不獲兌現，則有關額外申請表格將不獲受理。

收集個人資料 – 額外申請表格

填妥、簽署及交回本額外申請表格，即表示閣下同意向本公司及過戶登記處、香港中央證券登記有限公司及／或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而申請額外供股股份之人士之任何資料。《個人資料(私隱)條例》(香港法例第486章)賦予閣下權利，可向本公司或過戶登記處確定是否持有閣下個人資料、索取有關資料之副本及更正任何不準確之資料。根據《個人資料(私隱)條例》，本公司及過戶登記處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往本公司之香港主要營業地點(地址為香港灣仔港灣道1號會展廣場辦公大樓44樓)或根據適用法律不時通知之地點並以本公司之公司秘書或(視情況而定)過戶登記處(地址為香港灣仔皇后大道東183號合和中心17M樓)的個人資料私隱主任為收件人。

每份申請必須隨附一張獨立開出之支票或銀行本票
所有繳款將不獲發收據

公司專用欄

| 申請編號 | 申請之額外供股股份數目 | 申請時繳交之股款 | 退還餘額 |
|------|-------------|----------|------|
| | | 港元 | 港元 |