



Vixtel Technologies Holdings Limited

飛思達科技控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1782)

RIGHTS ISSUE 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\$0.55 PER RIGHTS SHARE
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON FRIDAY, 10 JUNE 2022

Hong Kong branch share registrar and transfer office: Tricor Investor Services Limited

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

Principal place of business in Hong Kong: 40th Floor, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong

EXCESS APPLICATION FORM

26 May 2022

Name(s) and address of Qualifying Shareholder(s)

Form for 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

BOX A

Form for Total number of Excess Rights Share(s) Applied

Total subscription monies paid for the Excess Rights Shares in HK\$

BOX B

Form for Total subscription monies paid for the Excess Rights Shares in HK\$

Excess Application Form No.

Form for Excess Application Form No.

To The Directors Vixtel Technologies Holdings Limited

Dear Sirs and Madams,

I/We, being the Qualifying Shareholder(s) named above, hereby irrevocably apply for the number of Excess Rights Share(s) specified in Box A at the Subscription Price of HK\$0.55 per Rights Share under the Rights Issue, in respect of which I/we enclose a separate remittance by cheque or banker's cashier order in favour of "TRICOR INVESTOR SERVICES LIMITED - A/C NO. 056" and crossed "Account Payee Only" issued for the amount as specified in Box B by the 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, 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 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.

Four numbered signature boxes for applicant(s)

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

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

Cheque/banker's cashier order number:

Date: _____ 2022

Contact Tel No: _____

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

CCS1393



Vixtel Technologies Holdings Limited

飛思達科技控股有限公司

(於開曼群島註冊成立的有限公司)

(股份代號：1782)

香港股份過戶登記分處：
卓佳證券登記有限公司
香港
皇后大道東183號
合和中心
54樓

按於記錄日期每持有兩(2)股現有股份
獲發一(1)股供股股份之基準按認購價
每股供股股份0.55港元進行之供股須於接納時
(即不遲於二零二二年六月十日(星期五)下午四時正)繳足

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

香港主要營業地點：
香港
灣仔
皇后大道東248號
大新金融中心40樓

二零二二年五月二十六日

額外申請表格

合資格股東姓名及地址

僅供此欄所列合資格股東申請。

所申請額外供股股份之總數目

甲欄

額外供股股份之應繳款項總額(港元)

乙欄

致： 飛思達科技控股有限公司
列位董事台照

額外申請表格編號：

敬啟者：

本人／吾等為以上所列之合資格股東，現不可撤回地按供股項下認購價每股供股股份0.55港元申請甲欄指定數目之額外供股股份。茲附上另行繳付為乙欄指定金額之支票或銀行本票，註明抬頭人為「TRICOR INVESTOR SERVICES LIMITED - A/C NO. 056」及以「只准入抬頭人賬戶」方式劃線開出，作為就申請上述數目之額外供股股份時須繳足之股款。

本人／吾等謹請 閣下向本人／吾等配發所申請(或任何較少數目)之額外供股股份，並將本人／吾等就此申請可能獲配發之相關數目之額外供股股份之股票及／或就任何多出之申請股款而應退還予本人／吾等之支票以普通郵遞方式按上列本人／吾等之地址寄送予本人／吾等，郵誤風險概由本人／吾等自行承擔。本人／吾等明白本申請由董事根據供股章程所載之若干原則按公平公正基準全權酌情配發。本人／吾等知悉，並不保證本人／吾等可獲配發任何所申請之額外供股股份。

本人／吾等承諾遵照供股章程所載條款及在本公司之組織章程大綱及細則之規限下，接納如上文所述可能配發予本人／吾等之相關數目之額外供股股份。本人／吾等就任何獲配發之額外供股股份授權 閣下將本人／吾等之姓名／名稱列入本公司之股東名冊，作為該等額外供股股份之持有人。

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： 二零二二年 _____ 月 _____ 日 聯絡電話： _____

每份申請須隨附一張獨立開出的支票或銀行本票
本行將不另發收據

CCS1393

IMPORTANT

Reference is made to the prospectus issued by Vixtel Technologies Holdings Limited (the “**Company**”) dated 26 May 2022 in relation to the Rights Issue (the “**Prospectus**”). The PAL and EAF should be read in conjunction with the Prospectus. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

THIS EXCESS APPLICATION FORM (“EAF”) IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE QUALIFYING SHAREHOLDER(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR THE EXCESS RIGHTS SHARES IN ADDITION TO THOSE RIGHTS SHARES ENTITLED BY HIM/HER/IT/THEM UNDER THE RIGHTS ISSUE. THIS EAF REQUIRES YOUR IMMEDIATE ATTENTION. APPLICATION MUST BE RECEIVED BY NO LATER THAN 4:00 P.M. ON FRIDAY, 10 JUNE 2022 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION AND PAYMENT FOR THE EXCESS RIGHTS SHARES” BELOW).

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS EAF OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, LICENSED DEALER IN SECURITIES 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 other documents specified in the paragraph headed “13. DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES” in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong as required by Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, the Stock Exchange and the SFC take no responsibility as to the contents of any of these 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.

Dealings in the Shares and the Rights Shares in both their nil-paid form and fully-paid form may be settled through CCASS and you should consult your stockbroker, licensed dealer in securities or registered institution in securities, bank manager, solicitor, professional accountant or other professional advisers for details of these settlement arrangements and how such arrangements may affect your rights and interests.

The Rights Issue is conditional upon, among others, the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with the terms thereof (a summary of which is set out in the section headed “Termination of the Underwriting Agreement” in the Prospectus). Accordingly, the Rights Issue may or may not proceed. If any of the conditions precedent of the Rights Issue is not fulfilled or waived (as applicable) or if the Underwriter terminate the Underwriting Agreement on or before 4:00 p.m. on Monday, 13 June 2022 (or such later time or date as may be agreed between the Underwriter and the Company), the Rights Issue will not proceed.

The Rights Issue is only underwritten on a best effort and non-fully underwritten basis. In the event of under-subscription, the Underwriter has no obligation to and may not subscribe for or procure the subscription of any Rights Share not being taken by the Qualifying Shareholders. Any Rights Shares not taken up by the Qualifying Shareholders whether under PAL(s) or EAF(s), or transferees of nil-paid Rights Shares, and not subscribed by subscribers procured by the Underwriter will not be issued, and hence, the size of the Rights Issue will be reduced accordingly. Investors are advised to exercise caution when dealing in the Shares.

重要提示

茲提述飛思達科技控股有限公司（「本公司」）就供股刊發日期為二零二二年五月二十六日之供股章程（「供股章程」）。暫定配額通知書及額外申請表格應與供股章程一併閱覽。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。

本額外申請表格（「額外申請表格」）具有價值，但不得轉讓，並僅供下列擬申請其於供股項下獲發配額以外之額外供股股份之合資格股東使用。本額外申請表格須 閣下即時處理。申請須不遲於二零二二年六月十日（星期五）下午四時正（或根據下文「惡劣天氣及／或極端情況對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響」一段所述之有關較後日期及／或時間）遞交。

閣下如對本額外申請表格之任何方面或應採取之行動有任何疑問，應諮詢 閣下之股票經紀、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。

本額外申請表格之文本連同供股章程、暫定配額通知書及於供股章程附錄三「13. 送呈公司註冊處處長之文件」一段所述其他文件之文本，已按香港法例第32章公司（清盤及雜項條文）條例第342C條之規定送呈香港公司註冊處處長進行登記。香港公司註冊處處長、聯交所及證監會對任何該等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之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本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之任何損失承擔任何責任。

股份及供股股份（以未繳股款及繳足股款形式）之買賣可透過中央結算系統交收，務請諮詢 閣下之股票經紀、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，以了解有關交收安排及該等安排對 閣下權利及權益之影響之詳情。

供股須待（其中包括）包銷協議成為無條件且包銷商並無根據包銷協議之條款（有關概要載於供股章程「終止包銷協議」一節）終止包銷協議後方可作實。因此，供股可能或可能不會進行。倘於二零二二年六月十三日（星期一）下午四時正（或包銷商與本公司可能協定的有關較後時間或日期）或之前，任何一項供股先決條件未獲達成或豁免（如適用）或倘包銷商終止包銷協議，則供股將不會進行。

供股僅按竭誠及非悉數包銷之基準獲包銷。倘認購不足，包銷商概無義務亦不得認購或促使認購任何未獲合資格股東承購的供股股份。本公司將不會發行任何未獲合資格股東（不論根據暫定配額通知書或額外申請表格）或未繳股款供股股份的承讓人承購，且未獲包銷商促使認購人認購的供股股份，因此，供股的規模將相應縮減。投資者於買賣股份時，務請審慎行事。

Subject to the granting of the listing of, and the 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 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 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.

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

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

PROCEDURES FOR APPLICATION

This EAF should be completed, signed and lodged, together with payment of HK\$0.55 per Rights Share for the number of Excess Rights Shares applied for by cheque or banker's cashier order, with the Registrar, Tricor Investor Services Limited at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong by no later than 4:00 p.m. on Friday, 10 June 2022 (or such later date or time as mentioned in the paragraph headed "**EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION AND PAYMENT FOR THE EXCESS RIGHTS SHARES**" below). All remittances must be made in Hong Kong dollars by cheques which must be drawn on an account with, or by banker's cashier orders which must be issued by, a licensed bank in Hong Kong and made payable to "TRICOR INVESTOR SERVICES LIMITED – A/C NO. 056" and crossed "**Account Payee Only**".

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(s) that the cheques or banker's cashier orders will be honoured on first presentation. All cheques and banker's cashier orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. 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 banker's cashier order is dishonoured on first presentation, and in that event, this EAF and all rights hereunder will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application under this EAF, and underpaid application will be rejected. The Company may, at its discretion, treat an EAF as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the EAF is not completed in accordance with the relevant instructions. The Company may require such incomplete EAF to be completed by the relevant applicants at a later stage.

An announcement of the allocation of the Excess Rights Shares (if any) to the Qualifying Shareholders, results of acceptance of and excess applications for the Rights Issue will be published on the website of the Stock Exchange and the Company on Friday, 17 June 2022. You will be notified of any allotment of Excess Rights Shares made to you. If no Excess Rights Shares are allotted to you, the amount tendered on application is expected to be returned by refund cheque to you in full without interest by ordinary post by the Registrar at your own risk on Monday, 20 June 2022. If the number of Excess Rights Shares allotted to you is fewer than that applied for, the surplus application monies without interest are also expected to be returned by refund cheque to you by ordinary post by the Registrar at your own risk on or before Monday, 20 June 2022. Any such cheque will be drawn in favour of the applicant(s) named on this EAF. It is expected that share certificates in respect of the Rights Shares will be despatched by ordinary post to the registered address shown in this EAF on or before Monday, 20 June 2022 to those entitled thereto at their own risks. Each Shareholder will receive one share certificate for all allotted Shares.

待供股股份(以未繳股款及繳足股款形式)獲批准於聯交所上市及買賣以及遵守香港結算之股份接納規定後,供股股份(以未繳股款及繳足股款形式)將獲香港結算接納為合資格證券,可自該等供股股份(以未繳股款及繳足股款形式)各自於聯交所開始買賣日期或香港結算釐定之有關其他日期起於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易須於其後第二個交易日在中央結算系統內進行交收。在中央結算系統進行之一切活動均須依據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。

倘本額外申請表格之中英文版本有任何歧義,概以英文版本為準。

本額外申請表格及據此作出的所有申請均須受香港法例規管及按其詮釋。

申請手續

本額外申請表格經填妥及簽署後,連同所申請額外供股股份數目之每股供股股份0.55港元股款的支票或銀行本票,須不遲於二零二二年六月十日(星期五)下午四時正(或下文「**惡劣天氣及／或極端情況對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響**」一段所述的有關較後日期或時間)送達過戶處卓佳證券登記有限公司(地址為香港皇后大道東183號合和中心54樓)。所有股款須以港元繳付,並以香港持牌銀行賬戶開出的支票或香港持牌銀行發出的銀行本票支付,以「TRICOR INVESTOR SERVICES LIMITED – A/C NO. 056」為收款人,並以「只准入抬頭人賬戶」劃線方式開出。

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之股款之支票或銀行本票將構成申請人作出保證,表示該支票或銀行本票於首次過戶時將會兌現。所有支票及銀行本票收訖後將隨即過戶,而有關款項賺取的利息(如有)將撥歸本公司所有。於任何額外申請表格隨附支票或銀行本票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,而本額外申請表格及其項下所有權利於有關情況下將被視為已遭拒絕及將予註銷。閣下根據本額外申請表格作出申請時須繳付準確股款金額,任何未繳足股款申請將不獲受理。本公司可全權酌情將未有按照有關指示填妥之額外申請表格視作有效及對交回有關表格或代表其交回有關表格之人士具有約束力。本公司可於較後階段要求相關申請人將未填妥之額外申請表格填妥。

有關向合資格股東配發額外供股股份(如有)、供股之接納及額外申請結果之公告將於二零二二年六月十七日(星期五)在聯交所及本公司網站刊載。閣下將獲悉任何配發予閣下的額外供股股份。倘閣下不獲配發任何額外供股股份,則於申請時繳付之股款將不計利息以退款支票向閣下全數退還,退款支票預期於二零二二年六月二十日(星期一)以普通郵遞方式由過戶處郵寄予閣下,郵誤風險概由閣下自行承擔。倘閣下獲配發之額外供股股份數目少於所申請之數目,則多出之申請股款亦將不計利息以退款支票向閣下退還,退款支票預期將於二零二二年六月二十日(星期一)或之前以普通郵遞方式由過戶處郵寄予閣下,郵誤風險概由閣下自行承擔。任何上述支票將以名列本額外申請表格之申請人為收款人。預期供股股份之股票將於二零二二年六月二十日(星期一)或之前以普通郵遞方式寄發至本額外申請表格所示有權享有供股股份之人士之登記地址,郵誤風險概由彼等自行承擔。每名股東將就所有配發的股份獲發一張股票。

DISTRIBUTION OF THIS EAF AND THE OTHER PROSPECTUS DOCUMENTS

This EAF shall only be sent to the Qualifying Shareholders. The Prospectus Documents will not be registered or filed 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 other than Hong Kong.

Accordingly, no person receiving a copy of any of the Prospectus Documents in any territory outside Hong Kong may treat it as an offer or invitation to apply for Excess Rights Shares, unless in a territory 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 the Qualifying Shareholders outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself before acquiring any rights to subscribe for the 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 connected therewith. Any acceptance of or application for Excess Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been fully complied with. 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 the Excess Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.

RIGHTS ISSUE ON A BEST EFFORT AND NON-FULLY UNDERWRITTEN BASIS

Pursuant to the Underwriting Agreement, as the Rights Issue is only underwritten by the Underwriter on a best effort and non-fully underwritten basis. In the event of under-subscription, the Underwriter has no obligation to and may not subscribe for or procure the subscription of any Rights Share not being taken by the Qualifying Shareholders. Any Shareholder who applies to take up all or part of his entitlement under the PAL or apply for the Excess Rights Shares under the EAF may also unwittingly incur an obligation to make a general offer under the Takeovers Code.

Accordingly, the Rights Issue will be made on terms that the Company will provide for the Shareholders (other than HKSCC Nominees Limited) to apply on the basis that if the Rights Shares are not fully taken up, the application of any Shareholder for his assured entitlement under the Rights Issue will be scaled down to a level which does not trigger an obligation on the part of the relevant Shareholder to make a general offer under the Takeovers Code in accordance to the note to Rule 7.19(5)(b) of the Listing Rules. Investors are advised to exercise caution when dealing in the Shares. There is no minimum amount to be raised under the Rights Issue.

SCALE-DOWN MECHANISM

To avoid the non-compliance of Public Float Requirement, all applications for the Rights Shares, whether under the PAL(s) or the EAF(s), or by transferees of nil-paid Rights Shares, or by subscribers procured by the Underwriter, will be made on the basis that the applications are to be scaled-down by the Company to a level which does not result in the non-compliance of the Public Float Requirement on the part of the Company. Any subscription monies for the Scale-down PAL Shares or Scale-down EAF Shares will be refunded to the applicants, and the Scale-down PAL Shares or Scale-down EAF Shares will be made available for subscription by other Qualifying Shareholders through EAF(s). The scale-down of applications of Rights Shares will be decided by the Directors on a fair and equitable basis under the following principles: (i) EAF(s) should be scaled down before PAL(s); and (ii) where the scale-down is necessitated by the exceeding of shareholdings or voting right on a group basis, the scale down should normally be made on a pro rata basis by reference to the number of Shares or voting rights as amongst the group members on the Record Date.

派發本額外申請表格及其他章程文件

本額外申請表格僅向合資格股東寄發。章程文件將不會根據香港以外任何司法權區之適用證券法例進行登記或存檔。本公司並無採取任何行動，以批准在香港以外任何地區提呈發售供股股份或派發章程文件。

因此，倘任何人士在香港以外任何地區接獲任何章程文件之文本，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或監管規定，否則不可視作提呈申請額外供股股份之要約或邀請。

於香港以外地區有意申請供股股份之合資格股東，須於取得認購供股股份之任何權利前自行遵守所有相關地區之法例及規例（包括取得任何政府或其他同意及就此繳付任何有關地區規定須繳付之稅項及徵費）。任何人士就額外供股股份之接納或申請將被視為構成有關人士向本公司之聲明及保證，表示有關當地法律及規定已獲全面遵守。閣下如對自身的情況有任何疑問，應諮詢閣下之專業顧問。倘本公司相信接納額外供股股份的任何申請將會觸犯任何司法權區之適用證券或其他法例或規例，則本公司保留權利拒絕接納有關申請。為免生疑問，香港結算或香港中央結算（代理人）有限公司概不作出任何上述聲明及保證或受其規限。

供股乃按竭誠及非悉數包銷之基準包銷

根據包銷協議，由於供股僅由包銷商按竭誠及非悉數包銷之基準包銷。倘認購不足，包銷商概無義務亦不得認購或促使認購任何未獲合資格股東承購的供股股份。任何股東如根據暫定配額通知書申請承購其全部或部分配額或根據額外申請表格申請額外供股股份，亦可能會在不知情的情況下產生根據收購守則提出全面要約之責任。

因此，根據上市規則第7.19(5)(b)條的附註，供股將按以下條款進行：本公司將向股東（香港中央結算（代理人）有限公司除外）提供的申請基準為倘供股股份未獲悉數承購，任何股東申請其於供股項下之保證配額的規模將縮減至不會觸發相關股東根據收購守則提出全面要約責任的水平。投資者於買賣股份時務請審慎行事。供股項下並無最低集資額。

縮減機制

為避免違反公眾持股量規定，不論根據暫定配額通知書或額外申請表格，或未繳股款供股股份的承讓人，或包銷商促使認購人作出的全部供股股份申請，均將根據該等申請由本公司縮減至不會導致本公司違反公眾持股量規定的基準進行。任何縮減暫定配額通知書股份或縮減額外申請表格股份的認購款項將會退還予申請人，而其他合資格股東可透過額外申請表格認購該等縮減暫定配額通知書股份或縮減額外申請表格股份。供股股份申請將由董事根據以下原則按公平平等基準決定縮減方式：(i)額外申請表格項下申請應先於暫定配額通知書項下申請縮減；及(ii)倘由於多於一名股東的群體持股量或投票權超額而需縮減，則一般應參照該群體成員於記錄日期所持有股份或投票權數目按比例基準進行縮減。

TERMINATION OF THE UNDERWRITING AGREEMENT

If, prior to the Latest Time for Termination:

- (i) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (ii) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction on trading in securities) occurs which in the absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (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 Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or 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 or unrest, fire, flood, explosion, epidemic, pandemic, terrorism, strike or lock-out which would, in the absolute opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole; or
- (v) in the absolute opinion of the Underwriter, there occurs 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 Prospectus Posting Date and not having been disclosed in the Prospectus Documents, 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 twenty (20) consecutive trading days otherwise than due to or in connection with or in relation to the Underwriting Agreement and/or the Rights Issue and excluding any suspension in connection with the clearance of the Announcement or other matters in connection with the Underwriting Agreement and/or the Rights Issue; or

終止包銷協議

倘於最後終止時限前：

- (i) 包銷商全權認為，供股的成功進行將受到下列事件的重大不利影響：
 - (a) 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）出現任何變動或出現任何其他事件（不論其性質），而包銷商全權認為令本集團的整體業務或財務或經營狀況或前景受到重大不利影響，或對供股造成重大不利影響；或
 - (b) 任何地方、國家或國際間發生有關政治、軍事、金融、經濟或其他性質（無論是否與任何上述者屬同一類別）的事件或變動（無論是否於本公告日期之前及／或之後發生或持續發生的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衝突升級或武裝衝突，或發生可影響當地證券市場的事件，而包銷商全權認為可能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令供股的成功進行受到重大不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (ii) 市場狀況出現任何不利變動（包括但不限於財政或貨幣政策或外匯或貨幣市場的任何變動、證券買賣被暫停或受到重大限制），而包銷商全權認為可能對供股的成功進行造成重大不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (iii) 本公司或本集團任何成員公司的情況出現任何變動，而包銷商全權認為將令本公司的前景受到不利影響，包括（但不限於上述一般性情況）本集團任何成員公司被提出清盤呈請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；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、騷亂或動盪、火災、水災、爆炸、疫症、流行病、恐怖活動、罷工或停工，而包銷商全權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) 包銷商全權認為出現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) 任何事件倘於緊接章程寄發日期前出現或發現，惟並無於章程文件內披露，而包銷商全權認為將對供股而言構成重大遺漏者；或
- (vii) 聯交所二十(20)個連續交易日以上全面暫停證券買賣或暫停本公司證券的買賣（因或與包銷協議及／或供股相關者及涉及審批有關包銷協議及／或供股的本公告或其他事宜而暫停買賣者則除外）；或

- (viii) the Prospectus Documents 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 hereof 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,

the Underwriter shall be entitled by a notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement. For avoidance of any doubt, even if the Underwriter, in its sole and absolute opinion considers any COVID-19 related event to have caused a material adverse impact over the implementation of the Underwriting Agreement or the Rights Issue, it shall not be entitled to rely on such impact or its aftermath thereof as ground or reason to terminate or rescind the Underwriting Agreement and/or the Rights Issue.

Upon giving of notice pursuant to the Underwriting Agreement, the obligations of the Underwriter and the Company under the Underwriting Agreement shall cease and determine and no party shall have any claim against the other party for costs, damages, compensation or otherwise save for any antecedent breaches.

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 AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION AND PAYMENT FOR THE EXCESS RIGHTS SHARES

The latest time for acceptance of and payment for the Rights Shares and application and payment for the Excess Rights Shares will not take place if there is a tropical cyclone warning signal no. 8 or above, or a “black” rainstorm warning and/or Extreme Conditions caused by super typhoons is announced by the government of Hong Kong:

- (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on Friday, 10 June 2022. Instead, the Latest Time for Acceptance 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 Friday, 10 June 2022. 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 in Hong Kong at any time between 9:00 a.m. and 4:00 p.m.

If the Latest Time for Acceptance does not take place on or before 4:00 p.m. on Friday, 10 June 2022, the dates of events subsequent to the Latest Time for Acceptance mentioned in this section may be affected. An announcement will be made as soon as practicable by the Company in such event.

GENERAL

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

(viii) 章程文件刊發時載有於本公告日期前未經本公司公開宣佈或刊發的資料(不論是關於本集團的業務前景或狀況或關於其遵守任何法例或上市規則或任何適用規例)，而包銷商可能全權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。

包銷商有權於最後終止時限前向本公司發出書面通知終止包銷協議。為免生疑問，即使包銷商以其獨有及絕對意見認為任何COVID-19相關事件對包銷協議或供股之實施造成重大不利影響，其亦無權依賴該等影響或其後果，作為終止或撤銷包銷協議及／或供股之理由或原因。

於根據包銷協議發出通知後，包銷商及本公司於包銷協議項下之責任即告終止，而任何一方概不可就成本、損害、補償或其他要求向另一方提出任何索償，惟任何先前違反者除外。

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，本公司將另行作出公告。

惡劣天氣及／或極端情況對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響

倘於下述時間八號或以上熱帶氣旋警告信號或「黑色」暴雨警告及／或香港政府公佈因超強颱風導致的極端情況生效，則接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限將不會生效：

- (i) 於二零二二年六月十日(星期五)本地時間中午十二時正前任何時間在香港生效，惟於同日中午十二時正後不再生效，則最後接納時限將延至同一營業日下午五時正；或
- (ii) 於二零二二年六月十日(星期五)本地時間中午十二時正至下午四時正間任何時間在香港生效，則最後接納時限將重訂為下一個於上午九時正至下午四時正間任何時間在香港沒有該等警告生效的營業日下午四時正。

倘最後接納時限並非在二零二二年六月十日(星期五)下午四時正或之前生效，則本章節所述最後接納時限後事件日期可能會受到影響。在此情況下，本公司將盡快作出公告。

一般事項

除文意另有所指外，本額外申請表格所述時間及日期均為香港時間及日期。

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 principal place of business in Hong Kong at 40th Floor, Dah Sing Financial Centre, No. 248 Queen’s Road East, 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 (ii) (as the case may be) the Registrar at its address set out above for the attention of Privacy Compliance Officer.

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

個人資料收集 – 額外申請表格

閣下填妥、簽署及交回本額外申請表格，即表示同意向本公司、過戶處及／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申請額外供股股份的人士之任何資料。香港法例第486章個人資料(私隱)條例(「條例」)賦予證券持有人權利向本公司或過戶處確定是否持有彼等之個人資料、索取有關資料之文本及更正任何不準確之資料。根據該條例，本公司及過戶處有權就處理任何查閱資料之要求收取合理費用。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(i)本公司香港主要營業地點(地址為香港灣仔皇后大道東248號大新金融中心40樓，或根據適用法律不時作出通知之地點)並以本公司的公司秘書為收件人；或(ii)(視情況而定)過戶處(上文所示地址)並以私隱條例事務主任為收件人。

每份申請表格須隨附一張獨立開出之支票或銀行本票
本公司將不會發出股款收據