



K Group Holdings Limited

千盛集團控股有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 8475)

Hong Kong Branch
Share Registrar and
Transfer Office:

**Boardroom Share
Registrars (HK) Limited**
2103B, 21/F
148 Electric Road
North Point, Hong Kong

**RIGHTS ISSUE ON THE BASIS OF
TWO (2) RIGHTS SHARES
FOR EVERY ONE (1) SHARE
HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$0.57 PER
RIGHTS SHARE PAYABLE IN FULL
ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON WEDNESDAY, 19 APRIL 2023**

EXCESS APPLICATION FORM

Registered Office:
Windward 3
Regatta Office Park
P.O. Box 1350
Grand Cayman
KY1-1108
Cayman Islands

Principal Place of Business
in Hong Kong:
21/F., Grand Millennium
Plaza 81 Queen's Road
Central
Sheung Wan
Hong Kong

31 March 2023

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

[]

Application can only be
made by the Qualifying
Shareholder(s) named here.

[]

To: The Directors,
K Group Holdings Limited

Dear Sirs and Madams,

I/We, being the Qualifying Shareholder(s) named above, hereby irrevocably apply for _____ excess Rights Share(s) at the Subscription Price of HK\$0.57 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 "Easy Securities Limited" and crossed "Account Payee Only" issued for HK\$ _____ being the payment in full (rounded up to the nearest 2 decimal places) on application for the aforementioned number of excess Rights Share(s).

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.

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: _____

Date: _____ 2023

Contact Tel No.: _____

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



K Group Holdings Limited
千盛集團控股有限公司
(於開曼群島註冊成立的有限公司)
(股份代號：8475)

香港股份過戶登記分處：
寶德隆證券登記有限公司
香港北角
電氣道148號
21樓2103B室

按於記錄日期每持有一(1)股股份
可獲發兩(2)股供股股份之基準
按認購價每股供股股份0.57港元進行之供股
股款須於接納時
(即不遲於二零二三年四月十九日(星期三)
下午四時正)繳足

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

香港主要經營地點：
香港
上環
皇后大道中181號
新紀元廣場21樓

二零二三年三月三十一日

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。

致：千盛集團控股有限公司
列位董事

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每股供股股份0.57港元之認購價申請認購 _____ 股額外供股股份，並附上註明抬頭人為「易昇證券有限公司」及以「只准入抬頭人賬戶」方式劃線獨立開出之 _____ 港元(約整至小數點後兩位數)支票或銀行本票，作為申請認購上述數目額外供股股份須全數支付之股款。

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/銀行本票之付款銀行名稱： _____ 支票/銀行本票號碼： _____
日期：二零二三年 _____ 聯絡電話號碼： _____

每份申請須隨附一張獨立開出之支票或銀行本票
本公司不會就股款另發收據

IMPORTANT

Reference is made to the prospectus issued by K Group Holdings Limited (the “**Company**”) dated 31 March 2023 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 ABOVE 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 WEDNESDAY, 19 APRIL 2023 (OR UNDER BAD WEATHER CONDITIONS AND/OR EXTREME CONDITIONS, SUCH LATER TIME OR DATE 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 FOR APPLICATION AND PAYMENT FOR 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 OR OTHER LICENSED SECURITIES DEALER, 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 “15. DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES IN HONG KONG” 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. The Registrar of Companies in Hong Kong, the Stock Exchange, the Securities and Futures Commission of Hong Kong and the HKSCC take no responsibility as to the contents of any of the Prospectus Documents or any other document(s) referred to above.

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

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

The Rights Issue is subject to the fulfilment and/or waiver (where applicable) of the conditions precedent set out under the paragraph headed “LETTER FROM THE BOARD – RIGHTS ISSUE – CONDITIONS OF THE RIGHTS ISSUE” in the Prospectus. If any of the conditions precedent of the Rights Issue is not fulfilled or waived (where applicable), at or before 4:00 p.m. on Thursday, 20 April 2023 (or such later time or date as the Company and the Underwriter may agree), the Rights Issue will not proceed.

The Underwriting Agreement contains provisions granting the Underwriter a right to terminate the Underwriting Agreement on the occurrence of certain events, which are set out in the section headed “TERMINATION OF THE UNDERWRITING AGREEMENT” below. If the Underwriter terminates the Underwriting Agreement or any of the conditions precedent of the Rights Issue is not fulfilled or waived (as applicable) at or before 4:00 p.m. on Thursday, 20 April 2023 (or such later time or date as the Company and the Underwriter may agree), the Rights Issue will not proceed.

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.

Shareholders should note that the Shares have been dealt in on an ex-rights basis from Monday, 24 October 2022. Dealings in the Rights Shares in the nil-paid form will take place from Tuesday, 4 April 2023 to Friday, 14 April 2023 (both dates inclusive).

Any Shareholder or other person dealing in the Shares and/or the nil-paid Rights Shares up to the date which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which the Underwriter’s right of termination of the Underwriting Agreement ceases) will accordingly bear the risk that the Rights Issue may not become unconditional and/or may not proceed. Shareholders and the public are reminded to exercise caution when dealing in the Shares and any dealings in the Rights Shares in their nil-paid form from Tuesday, 4 April 2023 to Friday, 14 April 2023 (both dates inclusive) will accordingly bear the risk that the Rights Issue cannot become unconditional and may not proceed. Any Shareholders or other persons contemplating any dealings in the Shares or nil-paid Rights Shares are recommended to consult their own professional adviser(s).

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

重要提示

謹此提述千盛集團控股有限公司(「**本公司**」)所刊發日期為二零二三年三月三十一日有關供股之章程(「**章程**」)。暫定配額通知書及額外申請表格應與章程一併閱讀。除非文義另有所指，否則本文件所用詞彙與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，並僅供上文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。申請須不遲於二零二三年四月十九日(星期三)下午四時正(或在惡劣天氣情況及/或極端情況下，下文「**惡劣天氣及/或極端情況對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之影響**」一段所述的有關較後日期或時間)遞交。

閣下如對本額外申請表格之任何內容或應採取之行動有任何疑問，應諮詢 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。

本額外申請表格之文本連同章程、暫定配額通知書及章程附錄三「15.送呈香港公司註冊處處長之文件」一段所述之其他文件之文本，已根據公司(清盤及雜項條文)條例第342C條規定向香港公司註冊處處長登記。香港公司註冊處處長、聯交所、香港證券及期貨事務監察委員會及香港結算對任何章程文件或上述任何其他文件之內容概不負責。

股份以及未繳股款及繳足股款之供股股份之買賣可透過中央結算系統進行交收， 閣下應諮詢 閣下之股票經紀、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有關該等交收安排之詳情，以及有關安排對 閣下之權利與權益可能構成之影響。

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之任何損失承擔任何責任。

供股須待章程「董事會函件—供股—供股的條件」一段所載先決條件達成及/或豁免(如適用)後，方可作實。倘供股的任何先決條件於二零二三年四月二十日(星期四)下午四時正或之前(或本公司與包銷商可能協定的有關較後日期或時間)未能獲達成或獲豁免(如適用)，則供股將不會進行。

包銷協議載列授予包銷商權利於發生若干事件時終止包銷協議的條文，其載於下文「終止包銷協議」一節。倘包銷商於二零二三年四月二十日(星期四)下午四時正或之前(或本公司與包銷商可能協定的有關較後日期或時間)終止包銷協議或供股的任何先決條件未獲達成或獲豁免(如適用)，則供股將不會進行。

待供股股份(以未繳股款及繳足股款形式)獲准於聯交所上市及買賣，以及遵守香港結算之股份收納規定後，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的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之交易須於其後第二個交易日在中央結算系統內交收。中央結算系統內之所有活動均須遵守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。

倘本額外申請表格的中文與英文版本存在任何歧義，概以英文版為準。

股東務請注意，股份自二零二二年十月二十四日(星期一)起按除權基準買賣。未繳股款形式的供股股份之買賣將於二零二三年四月四日(星期二)至二零二三年四月十四日(星期五)(包括首尾兩日)進行。

於直至供股的所有條件獲達成當日(及包銷商終止包銷協議的權利終止當日)前買賣股份及/或未繳股款供股股份的任何股東或其他人士，將因而承擔供股可能不會成為無條件及/或可能不會進行的風險。股東及公眾人士於買賣股份時務請審慎行事，且於二零二三年四月四日(星期二)至二零二三年四月十四日(星期五)期間(包括首尾兩日)買賣任何未繳股款供股股份，將因而承擔供股可能不會成為無條件及可能不會進行的風險。擬買賣股份或未繳股款供股股份之任何股東或其他人士務請諮詢本身之專業顧問。

本額外申請表格及據此作出的所有申請均須受香港法例監管，並按其詮釋。

PROCEDURES FOR APPLICATION

This EAF should be completed, signed and lodged, together with payment of HK\$0.57 per Rights Share for the number of excess Rights Shares applied for by cheque or banker's cashier order, with the Registrar, Boardroom Share Registrars (HK) Limited at 2103B, 21/F, 148 Electric Road, North Point, Hong Kong by no later than 4:00 p.m. on Wednesday, 19 April 2023 (or, under bad weather conditions and/or extreme conditions, 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 FOR APPLICATION AND PAYMENT FOR EXCESS RIGHTS SHARES"** below). All remittances must be made by cheques or banker's cashier orders in Hong Kong dollars. Cheques must be drawn on an account with, and banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to **"Easy Securities Limited"** and crossed **"Account Payee Only"**.

If you are a Beneficial Owner whose Shares are deposited in CCASS and registered in the name of HKSCC Nominees Limited, and you wish to subscribe for the Rights Shares provisionally allotted to HKSCC Nominees Limited in respect of your Shares, or sell the respective nil-paid Rights Shares or "split" those nil-paid Rights Shares and accept part of the provisional allotment and sell the remaining part, you should (unless you are a CCASS Participant) contact your Intermediary and provide your Intermediary with instructions or make arrangements with your Intermediary in relation to the acceptance, transfer and/or "splitting" of the nil-paid Rights Shares. Such instructions and/or arrangements should be given or made in advance of the relevant dates stated in the section headed **"EXPECTED TIMETABLE"** of the Prospectus and otherwise in accordance with the requirements of your Intermediary in order to allow your Intermediary sufficient time to ensure that your instructions are given effect.

Beneficial owners who are CCASS Participants should contact CCASS and provide CCASS with instructions or make arrangements with CCASS in relation to the manner in which such Beneficial Owners' interests in nil-paid Rights Shares should be dealt with. HKSCC Nominees Limited will allocate the excess Rights Shares it receives to the relevant CCASS Participants pro rata to the number of excess Rights Shares each has applied for, or in such other manner as HKSCC Nominees Limited considers fair and appropriate. The procedures for acceptance, transfer and/or "splitting" by CCASS Participants of the Rights Shares provisionally allotted to CCASS stock accounts in respect of the Shares registered in the name of HKSCC Nominees Limited shall be in accordance with the **"General Rules of CCASS"**, the **"CCASS Operational Procedures"** and any other requirements of CCASS.

Completion and return of this EAF together 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 not honoured 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 websites of the Stock Exchange and the Company on Wednesday, 26 April 2023. 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 Thursday, 27 April 2023. 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 Thursday, 27 April 2023. 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 Thursday, 27 April 2023 to those entitled thereto at their own risks. Each applicant, except HKSCC Nominees Limited, will receive one share certificate for all allotted Rights Shares.

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0.57港元股款的支票或銀行本票，須不遲於二零二三年四月十九日(星期三)下午四時正(或在惡劣天氣情況及/或極端情況下，於下文「**惡劣天氣及/或極端情況對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之影響**」一段所述的有關較後日期或時間)送達過戶登記處寶德隆證券登記有限公司(地址為香港北角電氣道148號21樓2103B室)。所有股款須以支票或銀行本票以港元繳付，且支票須由香港持牌銀行戶口開出，銀行本票亦須由香港持牌銀行發出，並註明抬頭人為「**易昇證券有限公司**」及以「**只准入抬頭人賬戶**」劃線方式開出。

倘閣下為實益擁有人而股份存放在中央結算系統並以香港中央結算(代理人)有限公司之名義登記，而閣下欲認購就閣下之股份暫定配發予香港中央結算(代理人)有限公司之供股股份，或出售閣下之未繳股款供股股份或「分拆」該等未繳股款供股股份及接納部分暫定配額及出售其餘部分，則閣下應(除非閣下為中央結算系統參與者)聯絡閣下之中介人，並就接納、轉讓及/或「分拆」未繳股款供股股份向閣下之中介人發出指示或作出安排。有關指示及/或安排應於章程「預期時間表」一節內所述之有關日期及在其他情況下根據閣下之中介人之要求發出或作出，以給予閣下之中介人足夠時間，確保閣下之指示得以執行。

身為中央結算系統參與者之實益擁有人應聯絡中央結算系統，就應如何處理有關實益擁有人於未繳股款供股股份之權益向中央結算系統發出指示或作出安排。香港中央結算(代理人)有限公司將按照相關中央結算系統參與者各自申請認購之額外供股股份數目比例，或按照香港中央結算(代理人)有限公司認為公平合適之其他方式，向該等參與者分配其接獲之額外供股股份。中央結算系統參與者接納、轉讓及/或「分拆」就以香港中央結算(代理人)有限公司之名義登記之股份而暫定配發予中央結算系統股份戶口之供股股份之程序，須遵守「中央結算系統一般規則」、「中央結算系統運作程序規則」及中央結算系統之任何其他規定。

填妥及交回本額外申請表格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的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二零二三年四月二十六日(星期三)在聯交所及本公司網站刊載。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，退款支票預期於二零二三年四月二十七日(星期四)以普通郵遞方式由過戶登記處郵寄予閣下，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，退款支票預期將於二零二三年四月二十七日(星期四)以普通郵遞方式由過戶登記處郵寄予閣下，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二零二三年四月二十七日(星期四)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。每名申請人(不包括香港中央結算(代理人)有限公司)將就所有配發的供股股份獲發一張股票。

TERMINATION OF THE UNDERWRITING AGREEMENT

If, at any time prior to the Latest Time for Termination:

- (A) the Underwriter shall become aware of the fact that the undertaking provided by the Directors are not duly complied with or shall have reasonable cause to believe that any of the warranties in the Underwriting Agreement was untrue, inaccurate, misleading or breached, and in each case the same is (in the absolute opinion of the Underwriter) material in the context of the Rights Issue; or
- (B) there shall be:
 - (i) any new law or regulation is enacted, or there is any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority, whether in Hong Kong or elsewhere;
 - (ii) any change in local, national or international financial, political, industrial or economic conditions;
 - (iii) any change of an exceptional nature in local, national or international equity securities or currency markets;
 - (iv) any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict;
 - (v) any moratorium, suspension or material restriction or trading in securities generally on the Stock Exchange;
 - (vi) any suspension in the trading of the Shares on the Stock Exchange for a continuous period of 7 trading days (as defined in the GEM Listing Rules);
 - (vii) any change or development involving a prospective change in taxation or exchange controls in Hong Kong or elsewhere, which is or are, in the absolute opinion of the Underwriter:
 - (a) likely to have a material adverse effect on the business, financial position or prospects of the Group taken as a whole; or
 - (b) likely to have a material adverse effect on the success of the Rights Issue or the level of Rights Shares to be taken up; or
 - (c) so material as to make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue,

then the Underwriter may, by notice in writing given to the Company on or before the Latest Time for Termination, rescind the Underwriting Agreement and thereupon all obligations of the Underwriter thereunder shall cease and determine and no party shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement (save for any antecedent breaches hereof) and the Rights Issue shall not proceed.

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.

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement or if any of the conditions of the Rights Issue as set out in the paragraph headed “LETTER FROM THE BOARD – RIGHTS ISSUE – CONDITIONS OF THE RIGHTS ISSUE” in the Prospectus is not fulfilled at or before the time and date specified in the Underwriting Agreement, the Rights Issue will not proceed, and the monies received in respect of acceptances of the Rights Shares will be returned to you 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 despatched by ordinary post at your own risk to your respective registered addresses by the Registrar on Thursday, 27 April 2023.

終止包銷協議

倘於最後終止時限前任何時間：

- (A) 包銷商知悉董事作出的承諾未獲妥為遵守，或有合理理由相信包銷協議所載的任何保證為失實、不確、誤導或已遭違反，而(包銷商全權認為)各情況對供股而言屬重大；或
- (B) 發生下列事件：
- (i) 香港或其他地區的任何法院或其他具管轄權機構頒佈任何新法律或法規，或更改現有法律或法規，或更改其詮釋或適用範圍；
 - (ii) 地區、國家或國際金融、政治、工業或經濟狀況出現任何變動；
 - (iii) 地區、國家或國際股本證券或貨幣市場出現任何特別性質的變動；
 - (iv) 地區、國家或國際間爆發任何敵對事件、暴動或武裝衝突或有關事件升級；
 - (v) 聯交所全面停止或暫停證券買賣或對證券買賣施加重大限制；
 - (vi) 股份在聯交所暫停買賣連續7個交易日(定義見GEM上市規則)；
 - (vii) 涉及香港或其他地區的稅務或外匯管制預期變動的任何變動或發展，
- 而包銷商全權認為上述事件：
- (a) 可能會對本集團的整體業務、財務狀況或前景構成重大不利影響；或
 - (b) 可能會對供股成功與否或供股股份的承購程度構成重大不利影響；或
 - (c) 影響重大以致繼續進行供股屬不適當、不明智或不實際，

則包銷商可於最後終止時限或之前向本公司發出書面通知撤銷包銷協議，據此包銷商於協議項下之所有責任將停止及終止以及概無訂約方可就包銷協議所產生或與之有關的任何事項或事宜向任何其他訂約方提出任何申索(惟任何先前違反包銷協議者除外)，且供股將不會進行。

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

倘包銷商行使權利終止或撤銷包銷協議或倘章程「董事會函件—供股—供股的條件」一段所載之任何供股條件未能於包銷協議指定之時間及日期或之前獲達成，則供股將不會進行，而過戶登記處將就接納供股股份所收取之股款於二零二三年四月二十七日(星期四)不計利息以支票方式退還予閣下或已獲有效轉讓未繳股款供股股份之其他人士(或倘為聯名接納人，則為名列首位之人士)，並以普通郵遞方式寄往閣下各自之登記地址，郵誤風險概由閣下自行承擔。

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

The latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will not take place at the time indicated above if a typhoon signal No. 8 (or above), “extreme conditions” caused by super typhoons as announced by the Government of the Hong Kong Special Administrative Region, or a “black” rainstorm warning 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 date of the Latest Time for Acceptance. Instead the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess 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 date of the Latest Time for Acceptance. Instead the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares 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 of and payment for the Rights Shares and for application and payment for excess Rights Shares does not take place on the currently scheduled date, the dates mentioned in the section headed “EXPECTED TIMETABLE” in the Prospectus may be affected. Announcement will be made by the Company in such event as soon as practicable.

GENERAL

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

PERSONAL DATA COLLECTION – EAF

By completing, signing and submitting this EAF, you agree to disclose to the Company and/or the Registrar and/or their respective advisers and agent’s 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 21/F., Grand Millennium Plaza, 181 Queen’s Road Central, Sheung Wan, 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.

惡劣天氣及／或極端情況對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之影響

倘出現香港特別行政區政府宣佈八號(或以上)颱風訊號；或超強颱風導致「極端情況」；或「黑色」暴雨警告訊號，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在上述時間發生：

- (i) 於最後接納時限當日香港本地時間中午十二時正之前生效但於中午十二時正之後取消，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延至同一營業日下午五時正；或
- (ii) 於最後接納時限當日香港本地時間中午十二時正至下午四時正期間生效，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改為下一個於香港上午九時正至下午四時正期間的任何時間並無懸掛上述警告訊號的營業日下午四時正。

倘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並非於目前計劃日期發生，則載於章程「預期時間表」一節所述的日期可能會受到影響。在該情況下，本公司將在實際可行情況下盡快另作公佈。

一般事項

除文意另有所指外，本額外申請表格所述日期及時間均為香港日期及時間。

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及／或過戶登記處及／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(「該條例」)賦予證券持有人權利向本公司或過戶登記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，本公司及過戶登記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)本公司香港主要經營地點(地址為香港上環皇后大道中181號新紀元廣場21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) 過戶登記處(上文所示地址)並以私隱條例事務主任為收件人。

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