



五菱汽車集團控股有限公司
WULING MOTORS HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability) (股份代號 Stock Code : 305)

Hong Kong Branch
Share Registrar and
Transfer Office:
Tricor Tengis Limited
Level 54
Hopewell Centre
183 Queen's Road East
Hong Kong

**RIGHTS ISSUE ON THE
BASIS OF ONE RIGHTS SHARE FOR EVERY TWO SHARES
HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$0.20 PER
RIGHTS SHARE PAYABLE IN FULL ON ACCEPTANCE
BY NO LATER THAN 4:00P.M.
ON MONDAY, 9 MARCH 2020**

Registered Office:
Victoria Place
5th Floor
31 Victoria Street
Hamilton HM10
Bermuda

Principle Place of
Business:
Unit 1901, 19/F
Beautiful Group Tower
77 Connaught Road
Central
Hong Kong

EXCESS APPLICATION FORM

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

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

Box B

To: The Directors,
Wuling Motors Holdings Limited

Dear Sirs,

I/We, being the registered holder(s) named above of the Shares, hereby irrevocably apply for excess Rights Share(s) (write the number of shares in Box A) at the Subscription Price of HK\$0.20 per Rights Share under the Rights Issue in respect of which I/we enclose a separate remittance by cheque or cashier's order in favour of "**Wuling Motors Holdings Limited – Excess Application Account**" and crossed "**Account Payee Only**" issued for HK\$ (write the full amount 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, 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 by the Directors that any excess Rights Shares will be allocated to Qualifying Shareholders who apply for them on a pro rata basis on the number of excess Rights Shares applied for, without involving allocation of any fractional Rights Share. No preference will be given to application made for topping up odd lots holding to whole board lots holding. 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, 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 of association and bye-laws 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/cashier's order is drawn: _____

Cheque/cashier's order number: _____

Date: _____ 2020

Contact Tel No: _____



五菱汽車集團控股有限公司

WULING MOTORS HOLDINGS LIMITED

(於百慕達註冊成立之有限公司) (股份代號 Stock Code : 305)

香港股份過戶登記分處：
卓佳登捷時有限公司
香港
皇后大道東183號
合和中心
54樓

按於記錄日期
每持有兩股股份獲發一股供股股份之基準
以認購價每股供股股份0.20港元進行供股
股款須不遲於二零二零年三月九日(星期一)
下午四時正接納時繳足

註冊辦事處：
Victoria Place
5th Floor
31 Victoria Street
Hamilton HM10
Bermuda

額外申請表格

主要營業地點：
香港干諾道中77號
標華豐集團大廈19樓
1901室

合資格股東之姓名／名稱及地址

只供本欄所指定的合資格股東作出申請。

所申請額外供股股份的總數目

甲欄

額外供股股份的應繳款總額(港元)

乙欄

致：五菱汽車集團控股有限公司
列位董事

敬啟者：

本人／吾等為上文列名之股份登記持有人，謹此不可撤回根據供股以每股供股股份0.20港元之認購價申請認購(填寫股份數目於甲欄)額外供股股份，並隨附另行繳付款項為(填寫總金額於乙欄)港元之支票或銀行本票，註明抬頭人為「Wuling Motors Holdings 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之股款。本人／吾等謹此要求閣下配發予本人／吾等所申請(或任何較少數目)之額外供股股份，並按貴公司股東名冊所示之本人／吾等之地址將本人／吾等就本認購申請所獲配發之額外供股股份數目之股票及／或任何有關應退還予本人／吾等之申請款項之退款支票以平郵投遞方式寄予本人／吾等，郵誤風險概由本人／吾等自行承擔。本人／吾等明白，董事將按已作出超額認購申請之合資格股東所申請之額外供股股份數目按比例向彼等配發額外供股股份，當中不會涉及分配任何零碎供股股份。概不優先處理就旨在將碎股補足為完整買賣單位提交之申請。本人／吾等確悉本人／吾等未必可獲保證配發全部或任何部份所申請認購之額外供股股份。

本人／吾等承諾接納按供股章程所載條款及在貴公司之組織章程大綱及公司細則之規限下可能配發予本人／吾等之上述額外供股股份之數目。就配發予本人／吾等之任何額外供股股份而言，本人／吾等授權閣下將本人／吾等之姓名列入貴公司股東名冊作為該等供股股份之持有人。

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：二零二零年____月____日 聯絡電話號碼：_____

IMPORTANT

Reference is made to the prospectus issued by Wuling Motors Holdings Limited (the “**Company**”) dated 24 February 2020 in relation to the Rights Issue (the “**Prospectus**”). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

THIS EXCESS APPLICATION FORM (“EAF”) IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE QUALIFYING SHAREHOLDER(S) NAMED OVERLEAF 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. THE OFFER CONTAINED IN THIS EAF AND THE ACCOMPANYING PAL EXPIRES AT 4:00 P.M. ON MONDAY, 9 MARCH 2020 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” IN THE ENCLOSED SHEET).

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 LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.

A copy of the Prospectus, together with copies of the PAL, this EAF and other documents specified in the section headed “General Information — 13. Documents delivered to the Registrar of Companies” in Appendix III to the Prospectus, have been registered by 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 Registrar of Companies in Hong Kong, the Stock Exchange and the SFC take no responsibility as to the contents of any of the documents referred to above.

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 should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional advisers for details of those settlement arrangements and how such arrangements may affect your rights and interests.

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 in the Rights Shares in both nil-paid and fully-paid forms 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.

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.

重要提示

茲提述五菱汽車集團控股有限公司(「本公司」)於二零二零年二月二十四日就供股刊發之供股章程(「供股章程」)。除非文義另有所指，否則供股章程所界定之詞彙與本表格所採用者具有相同涵義。

本額外申請表格(「額外申請表格」)具有價值，但不可轉讓，並僅供背頁列明且有意申請認購除暫定配發之供股股份以外之額外供股股份之合資格股東使用。本額外申請表格應即時處理。本額外申請表格及隨附之暫定配額通知書所載之要約將於二零二零年三月九日(星期一)(或於惡劣天氣情況下，附頁「惡劣天氣之影響」一段所述之有關較後日期)下午四時正截止。

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。

供股章程連同暫定配額通知書、本額外申請表格及供股章程附錄三「一般資料 — 13. 送呈公司註冊處處長文件」一節內所指明之其他文件，已遵照《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。香港公司註冊處處長、聯交所及證監會對上文所述之任何文件之內容概不負責。

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。閣下應諮詢 閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以了解結算安排詳情以及有關安排可能如何影響 閣下之權利及權益。

倘未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之證券收納規定，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於聯交所之各自開始買賣日期或香港結算釐定之有關其他日期起，可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，須於其後第二個結算日於中央結算系統交收。中央結算系統內之一切活動均須依照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。

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。

The Rights Issue is conditional upon the fulfillment of the conditions set out under the section headed “Letter from the Board — Terms of the Rights Issue — Conditions of the Rights Issue” in the Prospectus.

The Underwriting Agreement contains provisions granting the Underwriter a right to terminate its obligations on the occurrence of certain events, which are set out in the section headed “Termination of the Underwriting Agreement” in the Prospectus. If the Underwriting Agreement does not become unconditional or is terminated in accordance with its terms, the Rights Issue will not proceed. Please refer to the section headed “Letter from the Board — Terms of the Rights Issue — Conditions of the Rights Issue” in the Prospectus for further details of the conditions of the Rights Issue.

The Shares have been dealt with on an ex-rights basis from Thursday, 13 February 2020. Dealings in the Rights Shares in the nil-paid form are expected to take place from Wednesday, 26 February 2020 to Wednesday, 4 March 2020 (both days inclusive). If the conditions of the Rights Issue are not fulfilled or the Underwriting Agreement is terminated by the Underwriter on or before 4:30 p.m. on Tuesday, 10 March 2020 or such later time and/or date as may be agreed between the Company and the Underwriter, the Rights Issue will not proceed. Any Shareholders or other persons dealing or contemplating dealing in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled (and the date on which the Underwriter’s right of termination of the Underwriting Agreement ceases), and any dealings in the nil-paid Rights Shares between Wednesday, 26 February 2020 to Wednesday, 4 March 2020 (both days inclusive), shall bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons dealing or contemplating dealing in the Shares or nil-paid Rights Shares are recommended to consult their own professional advisers.

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 by cheque or cashier’s order as to HK\$0.20 per Rights Share for the number of excess Rights Shares applied for, with the Registrar, Tricor Tengis Limited, at Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong, so as to be received by no later than 4:00 p.m. on Monday, 9 March 2020 (or, under bad weather conditions, such later date as mentioned in the paragraph headed “**Effect of Bad Weather**” in the enclosed sheet). 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 “**Wuling Motors Holdings Limited — Excess Application Account**” and crossed “**Account Payee Only**”. All enquiries in connection with this EAF should be addressed to the Registrar, Tricor Tengis Limited, at Level 54, Hopewell Centre, 183 Queen’s Road East, 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.

供股須待供股章程所載「董事會函件 — 供股條款 — 供股條件」一節所載條件達成後，方告作實。

包銷協議載有條文，賦予包銷商權利於發生若干事件時終止其責任，該等事件載於供股章程「終止包銷協議」一節。倘若包銷協議並未成為無條件或根據其條款終止，則供股將不會進行。有關供股條件之進一步詳情，請參閱供股章程「董事會函件 — 供股條款 — 供股條件」一節。

股份已自二零二零年二月十三日(星期四)起按除權基準進行買賣。未繳股款供股股份預期將於二零二零年二月二十六日(星期三)至二零二零年三月四日(星期三)(包括首尾兩日)期間買賣。倘於二零二零年三月十日(星期二)下午四時三十分(或本公司與包銷商可能協定之較後時間及/或日期)或之前，供股之條件未獲達成或包銷商終止包銷協議，則供股將不會進行。任何於直至供股之全部條件獲達成當日(及包銷商終止包銷協議之權利終止當日)買賣或擬買賣股份之股東或其他人士，及任何於二零二零年二月二十六日(星期三)至二零二零年三月四日(星期三)(包括首尾兩日)期間買賣未繳股款供股股份之股東或其他人士，將須承擔供股可能不會成為無條件或可能不會進行之風險。任何買賣或擬買賣股份或未繳股款供股股份之股東或其他人士應諮詢彼等本身之專業顧問。

本額外申請表格及據此提出之所有申請均須受香港法例監管並按其詮釋。

申請手續

本額外申請表格填妥及簽署後，連同按申請額外供股股份數目支付每股供股股份0.20港元之款項之支票或銀行本票，須不遲於二零二零年三月九日(星期一)(或於惡劣天氣情況下，附頁「**惡劣天氣之影響**」一段所述之有關較後日期)下午四時正前交回登記處卓佳登捷時有限公司(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戶口開出之支票或以香港持牌銀行發出之銀行本票支付並均須註明抬頭人為「**Wuling Motors Holdings Limited — Excess Application Account**」並以「**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之查詢均須寄交登記處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心54樓)。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之任何供股股份。

All cheques and bank's cashier orders will be presented for payment immediately upon receipt and all interest earned on such application monies (if any) will be retained for the benefit of the Company. Completion and return of this form together with a cheque or cashier's order in payment for the excess Rights Shares applied for will constitute a warranty by you that the cheque or cashier's order will be honoured on first presentation. If any cheque or cashier's order accompanying this form is dishonored on first presentation, this form is liable to be rejected. You must pay the exact amount payable upon application for the excess Rights Shares, and underpaid application will be rejected.

The Company will notify the Qualifying Shareholders the allocation result of the excess application for Rights Shares on Monday, 16 March 2020 by way of announcement. If no excess Rights Shares are allotted to you, it is expected that the amount tendered on application will be returned by refund cheque to you in full by ordinary post at your own risk on or before Tuesday, 17 March 2020. If the number of excess Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will be returned by refund cheque to you by ordinary post at your own risk on or before Tuesday, 17 March 2020. Any such cheque(s) will be drawn in favour of the person named on this form (or in case of joint applicants, the first-named applicant). It is expected that certificates in respect of the excess Rights Shares will be posted on or before Tuesday, 17 March 2020. You, except HKSCC Nominees Limited, will receive one share certificate for the entitlement to the Rights Shares in fully-paid form.

DISTRIBUTION OF THIS EAF AND THE OTHER PROSPECTUS DOCUMENTS

This EAF shall only be sent to the Qualifying Shareholders. The Prospectus Documents have not been and will not be registered under any applicable securities of any jurisdictions 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 anyone outside Hong Kong wishing to make on his/her/its/their behalf an application for the Rights Shares to satisfy himself/herself/itself/themselves as to the full observance of the applicable laws and regulations of the relevant jurisdictions including obtaining of any governmental or other consents and to pay any taxes and duties. By completing, signing and submitting this EAF, each subscriber of the Rights Shares will be deemed to have given a warranty to the Company and the Underwriter that these local registration, legal and regulatory requirements have been fully complied with.

For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. If you are in any doubt as to your position, you should consult your professional advisers.

所有支票及銀行本票將於收到後隨即兌現，而有關股款所賺取之全部利息(如有)將撥歸本公司所有。填妥並交回本表格連同支票或銀行本票支付所申請之額外供股股份將構成閣下保證支票或銀行本票將於首次過戶時兌現。倘隨附本表格之支票或銀行本票於首次過戶時未能兌現，本表格會遭拒絕受理。閣下須於申請額外供股股份時支付應付之準確金額，支付金額不足之申請會遭拒絕受理。

本公司將於二零二零年三月十六日(星期一)以公佈方式通知合資格股東額外申請供股股份之配發結果。倘閣下未獲配發額外供股股份，則預期於申請時繳付之股款將會全數以退款支票退還予閣下，退款支票預期將於二零二零年三月十七日(星期二)或之前以平郵寄予閣下，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少於所申請之數目，則多出之申請股款將會以退款支票退還予閣下，退款支票預期將於二零二零年三月十七日(星期二)或之前以平郵寄予閣下，郵誤風險概由閣下自行承擔。任何上述支票將以名列本表格之人士(或倘為聯名申請人，則為名列首位人士)為收款人。額外供股股份之股票預期將於二零二零年三月十七日(星期二)或之前寄出。閣下(香港中央結算(代理人)有限公司除外)將會就全部繳足股款供股股份獲發一張股票。

派發本額外申請表格及其他章程文件

本額外申請表格只可向合資格股東寄發。章程文件並無且將不會根據香港以外任何司法權區之任何適用證券法例進行登記。

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，任何人士如在香港以外任何地區接獲任何章程文件副本，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。

任何身處香港以外地區之人士如有意申請供股股份，必須確保本身全面遵守有關司法權區之適用法律及規例，包括取得任何政府或其他方面同意及繳付任何稅項及徵費。填妥、簽署及交回本額外申請表格後，供股股份之每名認購人將被視為已向本公司及包銷商保證，彼等已全面遵守該等當地註冊、法律及監管規定。

為免生疑問，香港結算及香港中央結算(代理人)有限公司概不受限於上述任何聲明及保證。倘閣下對本身之情況有任何疑問，應諮詢閣下之專業顧問。

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter may terminate the Underwriting Agreement by notice in writing given to the Company at any time prior to the Latest Time for Termination, if:

- (i) the occurrence of the following events would, in the reasonable opinion of the Underwriter, materially and adversely affect the business, financial or trading position or prospects of the Group as a whole or otherwise makes it inexpedient or inadvisable for the Company or the Underwriter to proceed with the Rights Issue:
 - (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; 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 a political, military, financial, economic, currency or other nature (whether or not sui 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
 - (c) the occurrence of any change in market conditions or combination of circumstances in Hong Kong (including without limitation, any change in any stock market, any change in fiscal policy or money policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) which in the absolute opinion of the Underwriter materially prejudicially affects the Rights Issue and make it inadvisable or inexpedient to proceed therein;
- (ii) the Company commits any breach of or omits to observe any of the obligations or undertakings expressed to be assumed by it under the Underwriting Agreement;
- (iii) the Underwriter shall receive notification by the Company or shall otherwise become aware of, the fact that any of the representations or warranties given by the Company contained in the Underwriting Agreement was, when given, untrue or inaccurate or would in any material respect be untrue or inaccurate if repeated as provided in the Underwriting Agreement and the Underwriter shall in its reasonable opinion determine that any such untrue representation or warranty represents or is likely to represent a material and adverse change in the business, financial or trading position or prospects of the Group as a whole or is otherwise likely to have a material and adverse effect on the Rights Issue; or
- (iv) the Company shall, after any matter or event comes to the attention of the Company as a result of which any representation or warranty given by the Company contained in the Underwriting Agreement, if repeated immediately after the occurrence thereof, would be untrue or inaccurate in any respect or which would render untrue inaccurate in any material respect or misleading any statement contained in the Prospectus Documents if the same were issued immediately after such occurrence, fail promptly to send out any announcement or circular (after the despatch of the Prospectus Documents), in such manner (and as appropriate with such contents) as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company.

終止包銷協議

包銷商可於最後終止時限前任何時間向本公司發出書面通知終止包銷協議，倘：

- (i) 發生下列事件，包銷商合理認為將對本集團整體業務、財務或貿易狀況或前景構成重大不利影響，或使本公司或包銷商進行供股變為不當或不智：
 - (a) 頒佈任何新法律或規例或更改任何現有法律或規例(或其司法詮釋)或發生其他任何性質之事件；或
 - (b) 發生任何政治、軍事、金融、經濟、貨幣或其他性質(不論是否與上述各項同屬一類，亦不論是否任何本地、國家或國際間爆發敵對或武裝衝突或此等事件升級)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
 - (c) 香港發生任何市況變動或同時發生任何情況(包括但不限於任何股票市場變動、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)，包銷商全權認為對供股構成重大損害，並使進行供股變為不智或不當；
- (ii) 本公司違反或未有遵守包銷協議訂明其應承擔之任何義務或承諾；
- (iii) 包銷商將收到本公司之通知或另行獲悉包銷協議所載本公司作出之任何聲明或保證於發出該等聲明或保證時於任何重大方面屬失實或偏差或倘包銷協議所載有關聲明或保證予以覆述之情況下於任何重大方面屬失實或偏差，而包銷商合理認為該等聲明或保證構成或可能構成本集團整體業務、財務或貿易狀況或前景重大不利變動或可能對供股造成重大不利影響；或
- (iv) 本公司於本公司得悉發生任何事項或事件會導致包銷協議所載本公司作出之任何聲明或保證於緊隨發生後予以覆述之情況下於任何方面屬失實或偏差或令致章程文件所載任何聲明於任何重大方面屬失實或偏差或有所誤導(倘緊隨發生有關事件後刊發章程文件)後未能按照包銷商可能合理要求之方式(及(如適用)內容)即時發表任何公佈或通函(於寄發章程文件後)，以防止本公司證券出現虛假市場。

Upon the giving of notice of termination by the Underwriter pursuant to the terms of the Underwriting Agreement, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) 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. If the Underwriting Agreement is terminated, the Rights Issue will not proceed.

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 or before Tuesday, 17 March 2020.

EFFECT OF BAD WEATHER

If there is a “black” rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong on Monday, 9 March 2020, being the date of the Latest Time for Acceptance:

- (i) at any time before 12:00 noon and no longer in force after 12:00 noon, the Latest Time for Acceptance will be postponed to 5:00 p.m. on the same Business Day; or
- (ii) at any time between 12:00 noon and 4:00 p.m., the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the next 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.

GENERAL

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

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 at Unit 1901, 19/F, Beautiful Group Tower, 77 Connaught Road Central, 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.

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

於包銷商根據包銷協議之條款發出終止通知後，包銷商於包銷協議項下之所有責任將告停止及終止(惟就任何先前違反者除外)，而訂約各方概不得就包銷協議引致及與其相關之任何事項或事宜向任何另一方提出任何索償。倘包銷協議予以終止，供股將不會進行。

登記處將就接納供股股份所收取之款項於二零二零年三月十七日(星期二)或之前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)，並以平郵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。

惡劣天氣之影響

倘於二零二零年三月九日(星期一)(即最後接納時限之日期)當日「黑色」暴雨警告或懸掛8號或以上熱帶氣旋警告信號於香港生效，則：

- (i) 如警告為中午十二時正前任何時間生效而於中午十二時正後解除，則最後接納時限將順延至同一營業日下午五時正；或
- (ii) 如警告為中午十二時正至下午四時正內任何時間生效，最後接納時限將重訂於下一個於上午九時正至下午四時正期間之任何時間並無任何該等警告於香港生效之營業日之下午四時正。

一般事項

除另有說明者外，本額外申請表格內所提及之時間及日期為香港時間及日期。

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／或登記處及／或彼等各自之顧問及代理披露個人資料及彼等所需而有關於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)(「該條例」)給予證券持有人權利可確定本公司或登記處是否持有其個人資料，索取有關資料之副本，以及改正任何不準確之資料。根據該條例，本公司及登記處有權就處理任何查閱資料之要求收取合理費用。所有有關查閱資料或改正資料或有關政策及慣例以及所持有資料類別之要求，應寄往(i)本公司主要營業地點(地址為香港干諾道中77號標華豐集團大廈19樓1901室)或根據適用法律不時通知之地點，並以本公司之公司秘書為收件人，或(ii)(視情況而定)於上文所示地址之登記處。

每份申請須隨附獨立開出之支票或銀行本票
本公司將不另發股款收據

— This page is intentionally left blank —
— 此乃白頁 —

— This page is intentionally left blank —
— 此乃白頁 —