



**JIANGNAN GROUP LIMITED**

**江南集團有限公司**

*(incorporated in the Cayman Islands with limited liability)*

**(Stock code: 1366)**

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

Registered Office:  
Cricket Square  
Hutchins Drive  
PO Box 2681  
Grand Cayman KY1-1111  
Cayman Islands

Principal Place of Business  
in the PRC:  
53 Xinguandonglu  
Guanlin Town  
Yixing City  
Jiangsu Province  
The PRC

Principal Place of Business  
in Hong Kong:  
Unit 09, 23/F  
Metropole Square  
2 On Yiu Street  
Shatin, New Territories  
Hong Kong

**RIGHTS ISSUE OF 2,039,433,000 RIGHTS SHARES ON THE  
BASIS OF ONE RIGHTS SHARE FOR EVERY TWO EXISTING  
SHARES HELD ON THE RECORD DATE  
AT THE SUBSCRIPTION PRICE OF HK\$0.28 PER RIGHTS SHARE  
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN  
4:00 P.M. ON TUESDAY, 15 OCTOBER 2019**

**EXCESS APPLICATION FORM**

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

[ ]

27 September 2019

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,  
**Jiangnan Group 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\$0.28 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 "**Jiangnan Group 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 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 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: \_\_\_\_\_ 2019 Contact Tel No: \_\_\_\_\_

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



**JIANGNAN GROUP LIMITED**  
**江南集團有限公司**  
(於開曼群島註冊成立的有限公司)  
(股份代號：1366)

按於記錄日期每持有兩股現有股份獲發一股供股股份之基準  
以認購價每股供股股份0.28港元進行2,039,433,000股供股  
股份之供股

股款須不遲於二零一九年十月十五日(星期二)  
下午四時正接納時繳足

額外申請表格

註冊辦事處：  
Cricket Square  
Hutchins Drive  
PO Box 2681  
Grand Cayman KY1-1111  
Cayman Islands

中國主要營業地點：  
中國  
江蘇省  
宜興市  
官林鎮  
新官東路53號

香港主要營業地點：  
香港  
新界沙田  
安耀街2號  
新都廣場  
23樓09室

二零一九年九月二十七日

合資格股東的姓名／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：江南集團有限公司  
列位董事

敬啟者：

本人／吾等為上文列名的股份登記持有人，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(填寫股份數目於甲欄)股額外供股股份，並隨附另行繳付款項為(填寫總金額於乙欄)港元的支票或銀行本票，註明抬頭人為「Jiangnan 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(或任何較少數目)的額外供股股份，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。概不會就旨在將碎股補足為完整買賣單位作出之申請給予優先處理。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的組織章程大綱及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。

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：二零一九年\_\_\_\_\_月\_\_\_\_\_日 聯絡電話號碼：\_\_\_\_\_

## IMPORTANT

Reference is made to the prospectus issued by Jiangnan Group Limited (the “**Company**”) dated 27 September 2019 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 USE BY 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 TUESDAY, 15 OCTOBER 2019 (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 — 12. 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

茲提述江南集團有限公司(「本公司」)於二零一九年九月二十七日就供股刊發的供股章程(「供股章程」)。除非文義另有所指，否則供股章程所界定的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的供股股份以外的額外供股股份的合資格股東使用。本額外申請表格應即時處理。本額外申請表格及隨附的暫定配額通知書所載的要約將於二零一九年十月十五日(星期二)(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的任何方面或應採取的行動有任何疑問，應諮詢閣下的持牌證券交易商、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 — 12. 送呈公司註冊處處長文件」一節內所指明的其他文件，已遵照《公司(清盤及雜項條文)條例》(香港法例第32章)第342C條的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的任何文件的內容概不負責。

股份以及未繳股款及繳足股款供股股份的買賣可通過香港結算營運的中央結算系統結算。閣下應諮詢閣下的持牌證券交易商、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的權利及權益。

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，並符合香港結算的股份收納規定後，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，可自未繳股款及繳足股款供股股份各自開始買賣當日或香港結算決定的其他日期起，在中央結算系統記存、結算及交收。聯交所參與者間於任何交易日進行的交易須於其後第二個交易日在中央結算系統進行交收。中央結算系統的一切活動均須依照不時有效的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的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, 19 September 2019. Dealings in the Rights Shares in the nil-paid form are expected to take place from Wednesday, 2 October 2019 to Thursday, 10 October 2019 (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 4:00 p.m. on Friday, 18 October 2019 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, 2 October 2019 to Thursday, 10 October 2019 (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\$0.28 per Rights Share for the number of excess Rights Shares applied for, with the Registrar, Tricor Investor Services 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 Tuesday, 15 October 2019 (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 “**Jiangnan Group Limited — Excess Application Account**” and crossed “**Account Payee Only**”. All enquiries in connection with this EAF should be addressed to the Registrar, Tricor Investor Services 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。供股條件的進一步詳情，請參閱供股章程「董事會函件 — 供股條款 — 供股條件」一節。

股份已自二零一九年九月十九日(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二零一九年十月二日(星期三)至二零一九年十月十日(星期四)(包括首尾兩日)期間買賣。倘於二零一九年十月十八日(星期五)下午四時正(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，及任何於二零一九年十月二日(星期三)至二零一九年十月十日(星期四)(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後，連同按申請額外供股股份數目支付每股供股股份0.28港元的款項的支票或銀行本票，須不遲於二零一九年十月十五日(星期二)(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戶口開出的支票或以香港持牌銀行發出的銀行本票支付並均須註明抬頭人為「**Jiangnan Group 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的查詢均須寄交登記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)。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 Tuesday, 22 October 2019 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 Wednesday, 23 October 2019. 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 Wednesday, 23 October 2019. 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 Wednesday, 23 October 2019. 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的額外供股股份將構成你的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，有關額外供股申請會遭被拒絕受理。閣下須於申請額外供股股份時支付應付準確金額，支付金額不足的申請會遭拒絕受理。

本公司將於二零一九年十月二十二日(星期二)以公告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，退款支票預期將於二零一九年十月二十三日(星期三)或之前以平郵郵寄予閣下，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，退款支票預期將於二零一九年十月二十三日(星期三)或之前以平郵郵寄予閣下，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二零一九年十月二十三日(星期三)或之前寄出。閣下(香港中央結算(代理人)有限公司除外)將會就繳足股款供股股份之配額獲發一張股票。

#### **派發本額外申請表格及其他供股章程文件**

本額外申請表格只可向合資格股東寄發。供股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供股章程文件。因此，任何人士如在香港以外任何地區接獲任何供股章程文件副本，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, prior to the Latest Time for Termination:

- (i) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
  - (a) the introduction of any new 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 reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position 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 of the Underwriting Agreement), 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 reasonable 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 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 or trading in securities) occurs which in the reasonable 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 reasonable opinion of the Underwriter will adversely affect the legal existence 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, fire, flood, explosion, epidemic, terrorism, strike or lock-out which would, in the reasonable 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) 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

## 終止包銷協議

包銷商可於最後終止時限前隨時向本公司發出書面通知終止包銷協議，倘於最後終止時限前：

- (i) 包銷商合理認為供股之成功將因以下各項而受到重大不利影響：
  - (a) 引入任何新法規或任何現有的法例或法規（或其司法詮釋）之變動，或發生其他屬任何性質之事件，而包銷商可能合理認為對本集團的整體業務或財務或經營狀況造成重大不利影響，或對供股而言屬重大不利；或
  - (b) 本地、國家或國際發生任何政治、軍事、財務、經濟或其他性質（不論其是否與前述任何一項同類）的事件或變動（不論是否構成於簽署包銷協議後發生或於簽署包銷協議之前及／或之後持續的連串事件或變動的一部分），或性質為任何本地、國家或國際爆發敵對行為或武裝衝突或有關行為升級的事件或變動，或影響本地證券市場的事件或變動，而包銷商可能合理認為會對本集團整體的業務或財務或經營狀況造成重大不利影響，或對供股的成功構成重大不利影響或導致進行供股屬不宜或不智；或
- (ii) 市況出現任何重大不利變動（包括但不限於財政或貨幣政策或外匯或貨幣市場出現任何變動、證券買賣被暫停或受到嚴重限制），而包銷商合理認為會對供股的成功構成重大或不利影響或導致進行供股屬不宜或不智；或
- (iii) 本公司或本集團任何成員公司的情況有任何變動，而包銷商合理認為將會對本公司的合法存續造成不利影響，包括在不限前文一般性原則的前提下，提出清算或清盤呈請或通過清算或清盤決議案或本集團任何成員公司發生類似事件或本集團任何重大資產遭破壞；或
- (iv) 任何不可抗力事件，包括在不限其一般性原則的前提下，任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、罷工或停工，而包銷商合理認為可能對本集團整體的業務或財務或經營狀況造成重大不利影響；或
- (v) 有關本集團的整體業務或財務或經營狀況或前景出現任何其他重大不利變動（不論其是否與前述任何一項同類）；或

- (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 reasonable 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 ten (10) consecutive Business 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
- (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 reasonable 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.

Pursuant to the Underwriting Agreement, the Underwriter is also entitled by notice in writing to the Company served prior to the Latest Time for Termination, to rescind the Underwriting Agreement if, prior to the Latest Time for Termination:

- (i) any material breach of any of the warranties or undertakings of the Company contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (ii) any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which, if it had occurred or arisen before the date of the Underwriting Agreement, would have rendered any of the representations, warranties and undertakings given by the Company contained in the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriter.

If the Underwriter exercises such rights, the Rights Issue will not proceed.

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 section headed "Letter from the Board — Terms of the 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, 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 or before Wednesday, 23 October 2019.

- (vi) 於緊接供股章程日期前發生或被發現但並未於供股章程中披露而包銷商合理認為將對供股而言屬重大遺漏的任何事項；或
- (vii) 聯交所連續十(10)個營業日以上全面暫停證券買賣或本公司證券之買賣(因或與包銷協議及／或供股相關或有關者除外，且不包括任何與審批公告或包銷協議及／或供股的其他事宜相關而暫停的證券買賣)；或
- (viii) 供股章程刊發時載有本公司並未於包銷協議日期前公佈或刊發的資料(不論為有關本集團的業務前景或狀況或有關本集團遵守任何法例或上市規則或任何適用規例的情況)，而包銷商可能合理認為上述資料於供股完成後對本集團整體屬重大或可能對供股的成功構成重大不利影響。

根據包銷協議，倘於最後終止時限前發生以下事項，包銷商亦有權於最後終止時限前向本公司發出書面通知以撤回包銷協議：

- (i) 包銷商知悉本公司嚴重違反任何載於包銷協議之保證或承諾；或
- (ii) 包銷商知悉於包銷協議日期或之後及最後終止時限前出現或發生任何事件或事項，而倘有關事件或事項於包銷協議日期前出現或發生，將會導致本公司於包銷協議內作出之任何聲明、保證及承諾於任何重大方面變為不實或不準確。

倘包銷商行使該等權利，供股將不會進行。

倘包銷商行使權利終止或撤銷包銷協議或倘供股章程「董事會函件 — 供股條款 — 供股條件」一節所載之供股條件未能於包銷協議訂明之時間及日期或之前達成，則登記處將就接納供股股份所收取之款項於二零一九年十月二十三日(星期三)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。

## **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 Tuesday, 15 October 2019, 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 09, 23/F, Metropole Square, 2 On Yiu Street, Shatin, New Territories, 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**



## 惡劣天氣之影響

倘於二零一九年十月十五日(星期二)(即最後接納時限當日)，香港懸掛「黑色」暴雨警告信號或八號或以上熱帶氣旋警告信號：

- (i) 倘於中午十二時正前任何時間生效，而於中午十二時正後不再生效，則最後接納時限將會延至同一營業日的下午五時正；或
- (ii) 倘於中午十二時正至下午四時正任何時間生效，則最後接納時限將會改期至於上午九時正至下午四時正任何時間在香港並無上述警告信號生效的下一個營業日的下午四時正。

## 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／或彼等各自的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的人士的任何資料。《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，索取有關資料的副本，以及改正任何不準確的資料。根據該條例，本公司及登記處有權就處理任何查閱資料的要求收取合理費用。有關查閱資料或改正資料或有關政策及慣例以及持有資料種類的資料的所有要求，應寄往(i)本公司主要營業地點(地址為香港新界沙田安耀街2號新都廣場23樓09室)或根據適用法律不時通知的地點並以本公司公司秘書為收件人，或(ii)(視情況而定)於上文所示地址的登記處。

每份申請須隨附獨立開出的支票或銀行本票

**本公司將不另發股款收據**

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