



# GOLDEN POWER GROUP HOLDINGS LIMITED

## 金力集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 3919)

Hong Kong Branch Share Registrar  
and transfer office  
Tricor Investor Services Limited  
Level 54, Hopewell Centre  
183 Queen's Road East  
Hong Kong

**RIGHTS ISSUE OF 120,000,000 RIGHTS SHARES ON THE  
BASIS OF ONE (1) RIGHTS SHARE FOR EVERY TWO (2)  
EXISTING SHARES HELD ON THE RECORD DATE  
AT THE SUBSCRIPTION PRICE OF HK\$0.33 PER RIGHTS  
SHARE PAYABLE IN FULL ON ACCEPTANCE BY NO LATER  
THAN 4:00 P.M. ON MONDAY, 31 MAY 2021**

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

Principal Place of Business  
in Hong Kong:  
Flat C, 20/F, Block 1  
Tai Ping Industrial Centre  
57 Ting Kok Road, Tai Po  
New Territories, Hong Kong

14 May 2021

### 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,  
Golden Power Group 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\$0.33 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 "Golden Power Group 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 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: \_\_\_\_\_ 2021

Contact Tel No: \_\_\_\_\_

GoldenPower®

## GOLDEN POWER GROUP HOLDINGS LIMITED

## 金力集團控股有限公司

(於開曼群島註冊成立的有限公司)

(股份代號：3919)

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

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

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  
以認購價每股供股股份0.33港元  
進行120,000,000股供股股份之供股  
股款須不遲於二零二一年五月三十一日(星期一)  
下午四時正接納時繳足

香港主要營業地點：  
香港新界  
大埔汀角路57號  
太平工業中心  
1座20樓C室

二零二一年五月十四日

## 超額申請表格

合資格股東的姓名/名稱及地址

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只供本欄所指定的合資格股東作出申請。

所申請超額供股股份總數

甲欄

超額供股股份的應繳認購股款總額(港元)

乙欄

致 金力集團控股有限公司  
列位董事

敬啟者：

本人/吾等為上文列明的股份登記持有人，現不可撤回地根據供股以每股供股股份0.33港元的認購價申請認購(填寫股份數目於甲欄)超額供股股份，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「Golden Power Group Holdings Limited — Excess Application Account」及以「只准入抬頭人賬戶」方式劃線開出，作為申請認購上述數目超額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)的超額供股股份，並按貴公司股東名冊所示之本人/吾等之地址將本人/吾等就本申請所獲配發的超額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，董事將按已作出本申請之合資格股東所申請之超額供股股份數目按比例向彼等配發超額供股股份，當中不會涉及分配任何零碎供股股份。概不會優先處理旨在將碎股補足為完整買賣單位作出之申請。本人/吾等確悉本人/吾等未必可獲保證配發全部或任何部分所申請認購之超額供股股份。

本人/吾等承諾接納按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/吾等的上述超額供股股份的數目。就配發予本人/吾等的任何超額供股股份而言，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：二零二一年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

聯絡電話號碼：\_\_\_\_\_

## IMPORTANT

Reference is made to the prospectus issued by Golden Power Group Holdings Limited (the “Company”) dated 14 May 2021 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 MONDAY, 31 MAY 2021 (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.

The Rights Issue is conditional upon the fulfillment of the conditions set out under the section headed “Letter from the Board — 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 — 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 Wednesday, 5 May 2021. Dealings in the Rights Shares in the nil-paid form are expected to take place from Tuesday, 18 May 2021 to Wednesday, 26 May 2021 (both dates 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 Tuesday, 1 June 2021 or such later 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 Tuesday, 18 May 2021 to Wednesday, 26 May 2021 (both dates 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.**

## 重要提示

茲提述金力集團控股有限公司(「本公司」)於二零二一年五月十四日就供股刊發的章程(「章程」)。除非文義另有所指，否則章程所界定的詞彙與本表格所採用者具有相同涵義。

本超額申請表格(「超額申請表格」)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超額供股股份的合資格股東使用。本超額申請表格應即時處理。本超額申請表格及隨附的暫定配額通知書所載的要約將於二零二一年五月三十一日(星期一)(或於惡劣天氣情況下，附頁「惡劣天氣之影響」一段所述之較後日期)下午四時正截止。

閣下如對本超額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。

章程副本連同暫定配額通知書、本超額申請表格及章程附錄三「一般資料 — 13.送呈公司註冊處處長之文件」一節內所指明的其他文件，已遵照香港法例第32章公司(清盤及雜項條文)條例第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釐定的其他日期起，在中央結算系統寄存、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生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超額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超額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。

供股須待章程所載「董事會函件 — 供股 — 供股之條件」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。供股之條件的進一步詳情，請參閱章程「董事會函件 — 供股 — 供股之條件」一節。

股份已自二零二一年五月五日(星期三)起按除權基準進行買賣。未繳股款供股股份預期將於二零二一年五月十八日(星期二)至二零二一年五月二十六日(星期三)期間(包括首尾兩日)買賣。倘於二零二一年六月一日(星期二)(或本公司與包銷商可能協定之較後日期)下午四時正或之前，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。任何股東或其他人士擬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，及於二零二一年五月十八日(星期二)至二零二一年五月二十六日(星期三)期間(包括首尾兩日)買賣未繳股款供股股份，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。建議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諮詢彼等本身之專業顧問。

本超額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。

## PROCEDURES FOR APPLICATION

This EAF should be completed, signed and lodged, together with payment by cheque or cashier's order as to HK\$0.33 per Rights Share for the number of excess Rights Shares applied for, with the Registrar, Trior 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 Monday, 31 May 2021 (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 "**Golden Power Group Holdings 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.

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, 7 June 2021 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, 8 June 2021. 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, 8 June 2021. 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 to you by ordinary post at your own risk on or before Tuesday, 8 June 2021. 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.

## TERMINATION OF THE UNDERWRITING AGREEMENT

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

- (a) any of the following which, in the reasonable opinion of the Underwriter, will or is likely to materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudices the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue:
  - (i) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or

## 申請手續

本超額申請表格須填妥及簽署，並連同按申請超額供股股份數目支付每股供股股份0.33港元的款項的支票或銀行本票，在不遲於二零二一年五月三十一日(星期一)(或於惡劣天氣情況下，附頁「惡劣天氣之影響」一段所述之較後日期)下午四時正前交回過戶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，支票必須由香港持牌銀行之銀行戶口開出，而銀行本票則須由香港持牌銀行發出，註明抬頭人為「**Golden Power Group Holdings Limited — Excess Application Account**」，並以「**只准入抬頭人賬戶**」方式劃線開出。所有有關本超額申請表格的查詢均須寄交過戶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)。務請注意，交回本超額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。

所有支票及銀行本票將於收到後隨即兌現，而有關申請股款所賺取之全部利息(如有)將撥歸本公司所有。填妥本表格並連同支付所申請超額供股股份股款之支票或銀行本票一併交回，即表示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。閣下須於申請超額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。

本公司將於二零二一年六月七日(星期一)以公告方式通知合資格股東超額申請供股股份之分配結果。倘閣下不獲配發超額供股股份，則預期於申請時繳付之股款將於二零二一年六月八日(星期二)或之前以平郵寄出退款支票全數退還予閣下，郵誤風險概由閣下自行承擔。倘閣下獲配發之超額供股股份少於所申請之數目，則預期多繳之申請股款將於二零二一年六月八日(星期二)或之前以平郵寄出退款支票退還予閣下，郵誤風險概由閣下自行承擔。任何有關支票將以名列本表格之人士(或倘為聯名申請人，則為排名首位之申請人)為收款人。超額供股股份之股票預期將於二零二一年六月八日(星期二)或之前以平郵寄出，郵誤風險概由閣下自行承擔。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。

## 派發本超額申請表格及其他章程文件

本超額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登記。

本公司並無採取任何行動，以獲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超額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，有責任自行全面遵守有關司法權區之適用法律及法規，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、簽署及交回本超額申請表格後，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地方登記、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。

## 終止包銷協議

倘於最後終止時限前任何時間發生：

- (a) 令包銷商合理認為將或可能對本集團之整體業務或財務或貿易狀況或前景造成重大不利影響或對供股成功進行造成重大不利損害或另行使進行供股變得不適宜或不明智之任何下列事項：
  - (i) 頒佈任何新法例或法規或現行法例或法規(或其司法詮釋)有任何變動；或

- (ii) the occurrence, happening, coming into effect or becoming public knowledge of (1) 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 currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; (2) a suspension or a material limitation in trading in securities generally on the Stock Exchange; (3) a suspension or a material limitation in trading in the Company's securities on the Stock Exchange for more than ten consecutive Business Days (other than pending publication of the Announcement or any other document relating to the Rights Issue); (4) a general moratorium on commercial banking activities in Hong Kong declared by the relevant authority or a material disruption in commercial banking or securities settlement or clearance services in Hong Kong; or (5) a change or development involving a prospective change in taxation affecting the Company, the Shares or the transfer thereof; or
- (b) any change in the circumstances of the Company or any member of the Group occurs which in the reasonable opinion of the Underwriter will materially and 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 member of the Group or the destruction of any material asset of the Group; or
- (c) any event of force majeure occurs, including without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, outbreak of an infectious disease, epidemic, terrorism, armed conflict, strike or lock-out; or
- (d) the commencement by any third party of any litigation or claim against any member of the Group after the signing of the Underwriting Agreement which, in the reasonable opinion of the Underwriter, is or might be material to the Group taken as a whole; or
- (e) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole occurs, whether or not ejusdem generis with any of the foregoing,

the Underwriter shall be entitled by notice in writing issued by the Underwriter to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

If, at or prior to the Latest Time for Termination:

- (a) the Company commits any material breach of or omits to materially observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement, where, in the reasonable opinion of the Underwriter, such breach or omission will or is likely to have a material and adverse effect on its business, financial or trading prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or
- (b) the Underwriter shall receive notification of, or shall otherwise become aware of, the fact that any of the representations, warranties or undertakings was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated, and the Underwriter shall, in its reasonable discretion, determine that any such untrue representation, warranty or undertaking represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or
- (c) the Company's application to the Listing Committee of the Stock Exchange for the permission for the listing of, and permission to deal in, the Rights Shares (in their nil-paid and fully-paid forms) on the Stock Exchange is withdrawn by the Company and/or refused or revoked by the Stock Exchange; or
- (d) any condition to enable the Rights Shares (in their nil-paid and fully-paid forms) to be admitted as eligible securities for deposit, clearance and settlement in CCASS is not satisfied or notification is received by the Company from HKSCC that such admission or facility for holding and settlement has been or is to be refused; or
- (e) any statement contained in this announcement or any Prospectus Document has been shown to be untrue, inaccurate, incomplete in any material respect or misleading with reference to the date on which such statement was made; or

- (ii) 發生、出現、實行或公開(1)任何地方、國家或國際之政治、軍事、金融、經濟或貨幣(包括港元價值與美利堅合眾國貨幣掛鈎之制度之變動)或其他性質(無論是否與上述任何方面屬同性質)或性質屬任何地方、國家或國際爆發敵對行為或敵對行為升級或武裝衝突或影響地方證券市場之事件或變動(無論是否構成於包銷協議日期之前及/或之後發生或持續一系列事件或變動之一部分);(2)聯交所整體暫停買賣證券或其買賣受到重大限制;(3)本公司證券連續超過十個營業日在聯交所暫停買賣或其買賣受到重大限制(惟因等待刊發本公告或有關供股之任何其他文件除外);(4)香港有關當局宣佈全面禁止商業銀行活動,或香港商業銀行業務、證券交收或結算服務嚴重中斷;或(5)出現影響本公司、股份或有關轉讓之稅務變動或涉及潛在稅務變動之事態發展;或
- (b) 本公司或本集團任何成員公司之情況出現任何變動,而包銷商合理認為將對本公司之前景構成重大不利影響,包括(在不限制前述事項一般性之原則下)提出清盤呈請或通過決議案清盤或結業,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
- (c) 任何不可抗力事件,包括(在不限制其一般性之原則下)任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、傳染病爆發、疫症、恐怖主義活動、武裝衝突、罷工或停工;或
- (d) 於簽署包銷協議後,任何第三方對本集團任何成員公司提出任何訴訟或索償,而包銷商合理認為對或可能對本集團整體而言屬重大;或
- (e) 本集團之整體業務或財務或貿易狀況或前景出現任何其他重大不利變動(不論是否與前述任何一項同類),則包銷商有權透過於最後終止時限前向本公司送達書面通知終止包銷協議。

倘於最後終止時限或之前:

- (a) 本公司嚴重違反或因疏忽而未能確實遵守其根據包銷協議明確承擔之責任、承諾、聲明或保證,而包銷商合理認為該違反或疏忽將或可能對本集團之整體業務、財務或經營前景造成重大不利影響或基於其他原因可能對供股造成嚴重損害;或
- (b) 包銷商應接獲通知,或應透過其他方式知悉,任何聲明、保證或承諾於作出時為失實或不準確,或倘轉述而將成為失實或不準確,而包銷商應合理酌情釐定任何有關失實聲明、保證或承諾,即為或可能為本集團整體業務、財務或貿易狀況或前景出現重大不利變動,或可能對供股構成重大不利影響;或
- (c) 本公司撤回及/或聯交所拒絕或撤銷本公司向聯交所上市委員會申請批准未繳股款及繳足股款供股股份於聯交所上市及買賣;或
- (d) 未達成任何條件以使未繳股款及繳足股款供股股份獲接納為合資格證券以於中央結算系統內存放、結算及交收或本公司獲香港結算通知,表示持有及作結算用途之有關接納事宜或措施已經或將會遭拒絕;或
- (e) 本公告或任何章程文件所載任何陳述已被證明在任何重大方面屬失實、不準確、不完整或參考該聲明作出之日有所誤導;或

- (f) the Company shall, after 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 warranties contained in the Underwriting Agreement untrue or incorrect in any material respect has occurred or come to the Underwriter's attention, 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,

the Underwriter shall be entitled (but not bound) by notice in writing issued by it to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement and rescind the Underwriting Agreement. Any such notice shall only be served by the Underwriter prior to the Latest Time for Termination.

Upon the giving of notice referred to above, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine and no party shall have any claim against the other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement, but without prejudice to any rights of any party in respect of any breach by the other prior to such rescission or termination.

If the Underwriter terminates the Underwriting Agreement, 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 — 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 Tuesday, 8 June 2021.

#### **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, 31 May 2021, 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 Flat C, 20/F, Block 1, Tai Ping Industrial Centre, 57 Ting Kok Road, Tai Po, 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**

- (f) 在包銷協議日期當日或之後及於最後終止時限之前發生任何事件或出現任何事項，而有關事件或事項如在包銷協議日期之前發生或出現即會使包銷協議內所載任何保證於任何重大方面失實或不準確，或包銷商注意到有關事件或事項，但本公司未能及時按包銷商可能合理要求之方式(及按其可能合理要求之內容(如適當))發出任何公告或通函(於寄發章程文件後)，以防止本公司證券形成虛假市場，

則包銷商將有權(惟不受約束)透過其向本公司發出書面通知之方式選擇處理有關事項或事件，將其視為解除及撤銷其於包銷協議項下之責任並撤銷包銷協議。任何有關通知僅應由包銷商於最後終止時限前送達。

發出任何上述通知後，包銷商在包銷協議項下之所有責任即告停止及終止，而包銷協議之任何訂約方均不得就包銷協議引致或有關之任何事項或情況向另一訂約方提出任何申索，但不損及任何一方就另一方於有關撤銷或終止前之任何違約而擁有之任何權利。

倘包銷商終止包銷協議，供股則不會進行。

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 — 供股之條件」一節所載之任何供股之條件未能於包銷協議訂明之時間及日期或之前達成，則過戶登記處將就接納供股股份所收取之款項於二零二一年六月八日(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

倘於二零二一年五月三十一日(星期一)(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該等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，本超額申請表格內所提及之時間及日期為香港時間及日期。

填妥、簽署及交回本超額申請表格，即表示閣下同意向本公司及/或過戶登記處及/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閣下或閣下為其利益而申請超額供股股份的人士的任何資料。香港法例第486章個人資料(私隱)條例(「該條例」)給予證券持有人權利可確定本公司或過戶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，本公司及過戶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(地址為香港新界大埔汀角路57號太平工業中心1座20樓C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)過戶登記處(地址見上文)。

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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