

IMPORTANT

重要提示

REFERENCE IS MADE TO THE PROSPECTUS (THE "PROSPECTUS") ISSUED BY DX.COM HOLDINGS LIMITED (THE "COMPANY") DATED 25 APRIL 2016 IN RELATION TO THE RIGHTS ISSUE. TERMS DEFINED IN THE PROSPECTUS SHALL BEAR THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.

茲提述DX.com控股有限公司(本公司)於二零一六年四月二十五日就供股刊發之招股章程(「招股章程」)。除文義另有指外,招股章程所界定之詞彙在本通知書內具有相同涵義。IF YOU ARE IN ANY DOUBT ABOUT THIS DOCUMENT, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES, YOU SHOULD CONSULT YOUR STOCKBROKER, LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下對本文件或應採取之行動如有任何疑問,或如已出售,閣下名下全部或部分股份,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。This document is valuable and transferable and requires your immediate attention. The offer contained in this document expires at 4:00 p.m. on Tuesday, 10 May 2016. 本文件具有價值及可轉讓,務請閣下立即處理。本文件所載要約之有效期於二零一六年五月十日(星期二)下午四時正屆滿。

Details of the Shares may be settled through CCASS operated by HKSCC and you should consult your stockbroker, licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

The Prospectus has been prepared for the purposes of compliance with the legislative requirements applicable in respect of the Rights Issue in Hong Kong and the GEM Listing Rules. A copy of each of the Prospectus Documents, together with copies of documents specified in the paragraph headed "Documents delivered to the Registrar of Companies" in Appendix III to the Prospectus, have been registered with 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 Securities and Futures Commission of Hong Kong take no responsibility for the contents of any of these documents referred to above.

各份章程文件連同招股章程附錄三「送呈公司註冊處處長之文件」一節所述文件已根據香港法例第32章公司(清盤及雜項條文)條例第342C條之規定送呈香港公司註冊處處長以作登記。香港公司註冊處處長、聯交所及香港證券及期貨事務監察委員會概不對上述任何此等文件之內容承擔任何責任。

The Prospectus has been prepared for the purposes of compliance with the legislative requirements applicable in respect of the Rights Issue in Hong Kong and the GEM Listing Rules. 招股章程乃為符合於香港進行供股之適用法例規定及創業板上市規則之規定而編製。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this document, 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 document.

香港交易所及結算所有限公司、聯交所及香港結算對本文件之內容概不負責,對其準確性或完整性亦不發表任何聲明,並明確表示不就此因本文件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。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities with the Stock Exchange and 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 for deposit, clearance and settlement in CCASS with effect from their respective commencement dates of dealings on the Stock Exchange or 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.

待供股股份獲准以未繳股款及繳足股款形式於聯交所上市及買賣並符合香港結算之股份收納規定後,未繳股款及繳足股款之供股股份將獲香港結算接納為合資格證券,可自其各自於聯交所開始買賣日期或由香港結算釐定之其他日期起,在中央結算系統存戶、結算及交收、聯交所參與者之間在何種交易日期所進行之交易,須在其後第二個交易日期在中央結算系統內進行交收。所有在中央結算系統進行之活動,均須依據不時生效之中央結算系統一般規則及中央結算系統運作程序進行。



DX.com Holdings Limited

DX.com 控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8086)
(股份代號: 8086)

Branch share registrar and transfer office
in Hong Kong:

Tricor Tengis Limited
Level 22, Hopewell Centre
183 Queen's Road East
Hong Kong

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22樓

Registered Office of the Company:

本公司註冊辦事處:
Clarendon House
2 Church Street
Hamilton HM11
Bermuda

Head Office and principal place of
business in Hong Kong:

Unit 15, 3/F New City Centre
No. 2 Lei Yue Mun Road
Kwun Tong
Kowloon
Hong Kong
總部及香港主要營業地點:
香港
九龍
觀塘
鯉魚門道2號
新城市工商中心3樓15室

not later than 4:00 p.m. on Tuesday, 10 May 2016

二零一六年四月二十五日

RIGHTS ISSUE OF 672,396,712 RIGHTS SHARES
AT HK\$0.128 PER RIGHTS SHARE ON THE BASIS OF ONE (1) RIGHTS SHARE
FOR EVERY ONE (1) SHARE IN ISSUE HELD ON THE RECORD DATE
PAYABLE IN FULL ON ACCEPTANCE
BY NO LATER THAN 4:00 P.M. ON TUESDAY, 10 MAY 2016

按於記錄日期持有

一(1)股已發行股份獲發一(1)股供股股份之基準

按每股供股股份0.128港元之價格

供股發行672,396,712股供股股份

股款最遲須於二零一六年五月十日(星期二)下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER ("PAL")

暫定配額通知書

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

合資格股東姓名及地址

Total Number of Shares registered in your name(s) on Friday, 22 April 2016
於二零一六年四月二十二日(星期五)登記於閣下名下之股份總數

BOX A

甲欄

Number of Shares provisionally allotted to you, subject to payment in full on acceptance by no later than 4:00 p.m. on Tuesday, 10 May 2016
暫定配發予閣下之股份數目,股款最遲須於二零一六年五月十日(星期二)下午四時正接納時繳足

Box B

乙欄

Total subscription monies payable*
應繳認購股款總額*

BOX C

丙欄

HK\$

港元

Cheque/cashier's order number:
支票/銀行本票號碼:

Any payments for the Rights Shares should be rounded down to 2 decimal places
供股股份之任何付款金額應向下調整至兩個小數點

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

支票/銀行本票的付款銀行名稱:

Please insert your contact telephone no. here:
請在此填下閣下之聯絡電話:

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS ORIGINAL DOCUMENT WITH THE COMPANY'S BRANCH SHARE REGISTRAR AND TRANSFER OFFICE IN HONG KONG, TRICOR TENGIS LIMITED, AT LEVEL 22, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG, TOGETHER WITH A REMITTANCE BY CHEQUE OR CASHIER'S ORDER IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX A ABOVE BY NO LATER THAN 4:00 P.M. ON TUESDAY, 10 MAY 2016. 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 "DX.COM HOLDINGS LTD - PAL" AND MUST BE CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

閣下如欲全數接納供股股份,必須將本文件正本連同以上列明須繳足之全部股款(以支票或銀行本票形式),最遲於二零一六年五月十日(星期二)下午四時正送交本公司之香港股份過戶登記辦事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22樓。支票須由香港持牌銀行戶口開出,而銀行本票則須由香港持牌銀行發出,並註明抬頭人為「DX.COM HOLDINGS LTD - PAL」,以及「只准入抬頭人賬戶」方式劃線開出。有關匯款及分拆之指示載於背頁。有關股款將不會獲發收條。

The Underwriting Agreement contains provisions granting the Underwriter the right to terminate, by notice in writing served prior to the Latest Time for Acceptance, if the Underwriter, in its reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:

- (1) 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 (trading or not) ejusdem generic 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 of the Group as a whole;
- (2) any material adverse change in the business or in the financial or trading position of the Group as a whole;
- (3) the imposition of any moratorium, suspension or material restriction on trading in the Shares generally on the Stock Exchange due to exceptional financial circumstances or otherwise; or
- (4) any suspension in the trading of securities generally or the Shares on the Stock Exchange for a period of more than 20 consecutive business days, excluding any suspension in connection with the clearance of the Announcement or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or
- (5) any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities and a change in currency conditions which include a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America), occurs which in the reasonable opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (6) 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; or
- (7) the prospectus when published contains information (either as to the condition of the Group or as to its compliance with any laws or the GEM 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 and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to apply for its provisional allotment of Rights Shares under the Rights Issue.

The Underwriter shall be entitled to terminate or rescind the Underwriting Agreement, if prior to the Latest Time for Acceptance:

- (1) 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
 - (2) any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Acceptance 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 untrue or inaccurate in writing to the Company served prior to the Latest Time for Acceptance, or the success of the Rights Issue would be materially and adversely affected by:
- 包銷協議載列之,授予包銷商權利可出現上述情況,於最後接納時限期發出書面通知終止協議:
- (1) 閣下任何資料或聲明或任何行為或事件(或其司法詮釋)出現變動或發生其他任何性質之變動,或包銷商可能合理認為會對本集團整體之業務或財務狀況造成重大不利影響,或對供股而言屬重大不利;或
 - (2) 任何發生或於供股協議日期或之前發生之事件或變動(不論是否構成或包括供股協議日期前及/或之後發生或持續之違事件或變動之一部分),或性質為任何本地、國家或國際爆發戰爭或武裝衝突或有關行為升級之事件或變動,或影響本地證券市場之任何事件或變動,或影響本集團業務或財務狀況造成重大不利影響;
 - (3) 本集團之業務或財務或經濟狀況出現任何重大不利變動;
 - (4) 股份在聯交所之買賣因特殊之金融情況或其他原因而被全面禁止、暫停或施加重大限制;或
 - (5) 任何發生或於供股協議日期或之前發生之事件或變動(不論是否構成或包括供股協議日期前及/或之後發生或持續之違事件或變動之一部分),或性質為任何本地、國家或國際爆發戰爭或武裝衝突或有關行為升級之事件或變動,或影響本集團業務或財務狀況造成重大不利影響,或對供股而言屬重大不利;或
 - (6) 任何出現任何重大不利影響(包括但不限於)財政或貨幣政策或外匯或貨幣市場出現變動,或證券買賣被暫停或受到限制,以及有關幣制出現變動,包括香港貨幣與美元聯繫率因貨幣貶值出現變動,而包銷商合理認為會導致進行供股屬不宜或不智;或
 - (7) 任何不可預料之事件,包括(在不限制其一般性的原則下)天災、戰爭、暴動、公眾騷亂、內亂、火災、水災、爆炸、瘟疫、恐怖襲擊、罷工或停工;或
 - (8) 任何發生或於供股協議日期或之前發生之事件或變動(不論是否構成或包括供股協議日期前及/或之後發生或持續之違事件或變動之一部分),或性質為任何本地、國家或國際爆發戰爭或武裝衝突或有關行為升級之事件或變動,或影響本集團業務或財務狀況造成重大不利影響,或對供股而言屬重大不利影響,或導致發售投資者不申請認購或認購供股股份之任何人士,須承擔提供可能不會或無條件或可能不會進行之風險,發售責任任何股份,或/或全數股款供股股份之任何股東或其他人士務請諮詢彼等本身之專業顧問。

包銷商將有權於最後接納時限期前向本公司發出書面通知以撤回包銷協議。

包銷商將有權於最後接納時限期前向本公司發出書面通知以撤回包銷協議。

The Shares have been dealt in on an ex-rights basis from Thursday, 14 April 2016. Dealings in the Rights Shares in the nil-paid form are expected to take place from Wednesday, 27 April 2016 (both days inclusive). If the conditions of the Rights Issue are not fulfilled or the Underwriting Agreement is terminated on or before the Latest Time for Acceptance, the Rights Issue will not proceed. Any persons contemplating buying or selling the Shares and/or nil-paid Rights Shares up to the date when all the conditions of the Rights Issue are fulfilled will bear the risk that the Rights Issue may not become unconditional or may not proceed. Any shareholder or other person contemplating any dealings in the Shares and/or nil-paid Rights Shares are recommended to consult their own professional advisers.

股份自二零一六年四月十四日(星期四)起已脫權買賣。未繳股款供股股份之交易,最遲於二零一六年四月二十七(星期三)起至二零一六年五月十日(星期五)止(包括該兩日)買賣。倘若供股之條件並未達成或包銷協議於最後接納時限期之前終止,供股將不會進行。至於截至供股之所有條件達成當日止購買或出售股份及/或未繳股款供股股份之任何人士,須承擔提供可能不會或無條件或可能不會進行之風險,發售責任任何股份,或/或全數股款供股股份之任何股東或其他人士務請諮詢彼等本身之專業顧問。

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARES, AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARES REPRESENTED BY THIS DOCUMENT.

在轉讓認購供股股份之權利時，每項買賣均須繳付從價印花稅。除出售之外，饋贈或轉讓實際擁有之權益亦須繳付從價印花稅。在登記轉讓本文件所指之任何供股股份配額之前，須出示已繳付從價印花稅之證明。

Form B FORM OF TRANSFER AND NOMINATION

表格乙 轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Shares comprised herein)
(僅供擬將可認購其/彼等於本表格所列供股股份之權利全數轉讓之合資格股東填寫及簽署)

To: The Directors,
DX.com Holdings Limited
致: **DX.com 控股有限公司**
列位董事 台照

Dear Sirs,
I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者:
本人/吾等謹將本暫定配額通知書所列本人/吾等認購供股股份之全部權利轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of Shareholder(s) (all joint Shareholders must sign)
股東簽署(所有聯名股東均須簽署)

Date 日期: _____ 2016

Ad valorem stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Shares.
轉讓認購供股股份之權利時須支付從價印花稅。

Form C REGISTRATION APPLICATION FORM

表格丙 登記申請表格

(To be completed and signed only by the person(s) to whom the right(s) to subscribe for the Rights Shares is/are being transferred)
(僅供承讓認購供股股份權利之人士填寫及簽署)

To: The Directors
DX.com Holdings Limited
致: **DX.com 控股有限公司**
列位董事 台照

Dear Sirs,
I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/we agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the memorandum of continuance and bye-laws of the Company.

敬啟者:
本人/吾等謹請閣下將表格甲中乙欄所列數目之供股股份登記於本人/吾等名下。本人/吾等同意按照本暫定配額通知書及供股章程所載之條款，並在貴公司存續大綱及公司細則之規限下接納此等股份。

Existing Shareholder(s)
Please mark "X" in this box
現有股東請在欄內填上「X」號

To be completed in **BLOCK LETTERS in ENGLISH**. Joint applicants should give the address of the first-named applicant only.
請用**英文正楷**填寫。聯名申請人僅須填寫排名首位之申請人之地址。

Name of applicant in English 申請人英文姓名	Family name or Company name 姓氏或公司名稱	Other name(s) 名字	Name in Chinese 中文姓名
Name continuation and/or name(s) of joint applicant(s) (if applicable) 申請人續姓名及/或聯名申請人姓名(如適用)			
Address (joint applicant(s) should give the address of the first-named applicant only) 地址(聯名申請人只需填寫排名首位之申請人之地址)			
Occupation 職業		Tel. no. 電話號碼	
Dividend instructions 派息指示			
Name and address of bank 銀行名稱及地址		Bank account no. 銀行戶口號碼	

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of applicant(s) (all joint applicants must sign)
申請人簽署(所有聯名申請人均須簽署)

Date 日期: _____ 2016

Ad valorem stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Shares.
轉讓認購供股股份之權利時須支付從價印花稅。

Names of Chinese applicants must be given both in English and in Chinese characters.
華裔申請人須填寫中英文姓名。



DX.com Holdings Limited DX.com 控股有限公司

(於開曼群島註冊成立之有限公司)
(股份代號：8086)

敬啟者：

緒言

茲提述DX.com控股有限公司(「本公司」)於二零一六年四月二十五日就供股刊登之供股章程(「供股章程」)。除文義另有所指外，供股章程所界定之詞彙在本通知書內具有相同涵義。根據寄發予股東之供股章程內所載之條款及條件，董事已按記錄日期(即二零一六年四月二十二日(星期五))營業時間結束時在本公司股東名冊登記於閣下名下每一股份獲發一股供股股份之基準，向閣下暫定配發供股股份。閣下於記錄日期營業時間結束時所持有之股份數目列於甲欄，而暫定配發予閣下之供股股份數目則列於乙欄。

已暫定配發惟未獲合資格股東接納或未獲未繳股款供股股份之承讓人認購之任何供股股份，可供合資格股東以隨附額外申請表格進行額外申請。

供股股份於配發、發行及繳足後，將於所有方面與於配發及發行供股股份日期之當時已發行股份享有同等地位。繳足股款供股股份之持有人有權收取於配發及發行供股股份日期或之後宣派、作出或派付之所有未來股息及分派之權利。

供股章程並無亦不會根據香港以外任何司法權區之任何證券法或對等法例登記。本公司概無採取任何行動以獲准於香港境外任何地區提呈發售供股股份或派發章程文件。因此，在香港境外任何地區接獲章程文件之人士，除非於有關地區可合法提出申請認購供股股份之要約或邀請而毋須辦理任何登記手續或符合其他法律或監管規定，否則不得視作接獲章程文件為有關要約或邀請。在下文所述者規限下，身居香港境外地區而有意申請供股股份之任何人士，有責任於獲得認購暫定配發之供股股份之任何權利前，自行遵守所有相關地區之法例及法規(包括取得任何政府或其他同意及繳付該等地區就此而規定繳付之稅項及徵稅)。任何人士如接納供股股份之要約，即被視為已向本公司聲明及保證已經或將會全面遵守此等當地法例及規定。為免生疑，香港結算及香港中央結算(代理人)有限公司概不會作出上述任何聲明或保證，亦不受上述任何聲明或保證所規限。本公司不會接納除外股東之供股股份申請。倘本公司相信接納任何供股股份之申請會觸犯任何司法權區之適用證券法或其他法例或法規，則本公司保留權利拒絕接納有關申請。

終止包銷協議

包銷協議載有條文，授予包銷商權利可在出現下述情況下，於最後終止時限前發出書面通知終止協議：

(1) 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：

- 頒佈任何新規則或任何現行法例或規則(或其司法詮釋)出現變動或發生其他任何性質之變動，而包銷商可能合理認為會對本集團整體之業務或財務或貿易狀況造成重大不利影響，或對供股而言屬重大不利；
- 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)之事件或變動(不論是否構成於包銷協議日期前及/或之後發生或持續之連串事件或變動之一部份)，或性質為任何本地、國家或國際爆發戰爭或武裝衝突或有關行為為升級之事件或變動，或影響本地證券市場之事件或變動，而包銷商可能合理認為會對本集團整體之業務或財務或經營狀況造成重大不利影響；
- 本集團之整體業務或財務或經營狀況出現任何重大不利變動；
- 股份在聯交所之買賣因特殊之金融情況或其他原因而被全面禁止、暫停或施加重大限制；或
- 聯交所全面暫停證券買賣或暫停股份買賣，為期超過連續20個營業日(因審批公告或章程文件或與供股有關之其他公告或通函而暫停者除外)；或

(2) 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變動，或證券買賣被暫停或受到限制，以及貨幣狀況變動，包括香港貨幣與美利堅合眾國貨幣匯價掛鉤體系出現變動)，而包銷商合理認為會導致進行供股不實或不宜；或

(3) 任何不可抗力事件，包括(在不限制其一般性的原則下)天災、戰爭、暴動、公眾騷亂、內亂、火災、水災、爆炸、瘟疫、恐怖襲擊、罷工或停工；或

(4) 供股章程於刊發時後載有本公司並未於包銷協議日期前公開宣佈或刊發之資料(不論為有關本集團之狀況或有關本集團遵守任何法例或創業板上市規則或任何適用規則之情況)，而包銷商可能合理認為有關資料對本集團整體而言乃屬重大，並可能會對供股之成功造成重大不利影響，或導致審慎投資者不申請認購其於供股項下之供股股份暫定配額。

倘於最後終止時限前發生以下事項，包銷商將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：

(1) 包銷商知悉包銷協議所載之本公司任何保證或承諾遭嚴重違反；或

(2) 包銷商知悉於包銷協議日期或之後及最後終止時限前發生任何事件或出現任何事項，而倘有關事件或事項於包銷協議日期前發生或出現，將會導致包銷協議中所載由本公司作出之任何聲明、保證及承諾於任何重大方面為不實或不準確。

倘包銷商行使上文所述之權利終止或撤回包銷協議，供股將不會進行。

接納及付款手續

閣下如欲全數承購供股股份暫定配額，須將本暫定配額通知書整份連同丙欄所示接納時須繳付之全部股款，在不遲於二零一五年五月十日(星期二)下午四時正交回本公司之香港股份過戶登記辦事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22樓。全部股款須經支票或銀行本票以港元支付，支票須由香港持牌銀行戶口開出，而銀行本票則須由香港持牌銀行發出，並註明抬頭人為「DX.COM HOLDINGS LTD – PAL」，及以「只准入抬頭人賬戶」劃線方式開出。支付有關款項將構成根據本暫定配額通知書及供股章程之條款及受本公司之持續經營組織大綱及公司細則所限接納暫定配額。有關股款將不會獲發收據。

務請注意，除非已正式填妥之暫定配額通知書連同丙欄所示之適當股款，由原有承配人或獲有效轉讓權利之任何人士在不遲於二零一六年五月十日(星期二)下午四時正交回本公司之香港股份過戶登記辦事處卓佳登捷時有限公司，否則，此暫定配額以及一切有關權利及配額將被視為已被放棄並將被註銷。本公司可全權酌情決定暫定配額通知書之有效性，並對自行或由代表遞交通知書之人士具約束力，即使該等人士並未依照有關指示填妥暫定配額通知書。本公司可要求有關申請人於稍後填妥未填妥之暫定配額通知書；填妥及交回本暫定配額通知書即表示向本公司作出一項保證及聲明，已經或將會全面遵守有關暫定配額通知書及任何接納暫定配額通知書之香港以外所有相關地區一切登記、法律及監管規定。為免生疑，香港結算及香港中央結算(代理人)有限公司概不會作出上述任何聲明或保證，亦不受上述任何聲明或保證所規限。務請注意，概不會向除外股東作出供股股份之暫定配額，亦不會向其寄發暫定配額通知書。

轉讓

閣下如欲將根據本暫定配額通知書可認購暫定配發供股股份之全部權利轉讓他人，則必須填妥及簽署隨附之「轉讓及提名表格」(表格乙)，並將本暫定配額通知書交予閣下認購權之承讓人或轉讓經手人。承讓人須填妥及簽署「登記申請表格」(表格丙)，並將本暫定配額通知書連同丙欄所示接納時須繳付之全部款項於二零一六年五月十日(星期二)下午四時正送交本公司之香港股份過戶登記辦事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22樓。全部股款均須以港元支付，並須以香港持牌銀行戶口開出或由香港持牌銀行發出之銀行本票支付，並註明抬頭人為「DX.COM HOLDINGS LTD – PAL」，及以「只准入抬頭人賬戶」劃線方式開出。務請注意，閣下將認購供股股份之權利轉讓予承讓人及承讓人接納有關權利時須支付香港印花稅。

分拆配額

閣下如欲僅接納部分暫定配額或將根據暫定配額通知書暫定配發予閣下之部分供股股份認購權轉讓或將部分或全部權利轉讓予超過一名人士，則須於二零一六年四月二十九日(星期五)下午四時三十分前將暫定配額通知書整份交回及送交本公司之香港股份過戶登記辦事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22樓。全部股款須以港元支付，並須以香港持牌銀行戶口開出，而銀行本票則須由香港持牌銀行發出，並註明抬頭人為「DX.COM HOLDINGS LTD – EAF」，及以「只准入抬頭人賬戶」劃線方式開出。有關股款將不會獲發收據。

支票及銀行本票

所有支票或銀行本票將於收訖後過戶，而有關款項之全部利息將撥歸本公司所有。填妥及交回之暫定配額通知書連同支票或銀行本票以繳付已獲接納之供股股份，將構成申請人作出保證，表示有關支票或銀行本票將於首次過戶時可獲兌現。在不損害本公司其他有關權利之情況下，本公司保留權利在有關支票或銀行本票首次過戶未能兌現時拒絕受理有關暫定配額通知書。在此情況下，有關暫定配額及就此而獲賦予之所有權利將被視為已被放棄並將被註銷。

股票及退款支票

待供股之條件達成後，預期所有繳足股款供股股份之股票將於二零一六年五月十八日(星期三)之前，以平郵寄發予有權收取之人士，郵誤風險概由彼等自行承擔。閣下將會就所有獲配發及發行繳足股款之供股股份及/或額外供股股份(如有)收取一張股票。

倘包銷協議終止或並無成為無條件，則就接納供股股份所收取之股款將於二零一六年五月十八日(星期三)或之前不計利息以支票方式退還予合資格股東或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，則為名列首位人士)，支票將由本公司之香港股份過戶登記辦事處卓佳登捷時有限公司以平郵寄往該等合資格股東或其他有關人士之登記地址，郵誤風險概由彼等自行承擔。就全部或部分不成功之額外供股股份申請發出之退款支票亦預期將於二零一六年五月十八日(星期三)或之前以平郵方式寄發，郵誤風險概由有關股東自行承擔。

額外供股股份

閣下可申請認購已暫定配發予合資格股東惟未獲發等接納之任何供股股份。提出申請之方法為根據額外申請表格之指示填妥額外申請表格，並連同申請額外供股股份之應付獨立股款，不遲於二零一六年五月十日(星期二)下午四時正前交回本公司之香港股份過戶登記辦事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22樓。全部股款須以港元支票或銀行本票支付。支票須由香港持牌銀行戶口開出，而銀行本票則須由香港持牌銀行發出，並註明抬頭人為「DX.COM HOLDINGS LTD – EAF」，及以「只准入抬頭人賬戶」劃線方式開出。有關股款將不會獲發收據。

董事會將按已作出超額認購申請之按合資格股東所申請之額外供股股份比例向彼等分配額外供股股份。然而，為將零碎股份補足為一手完整買賣單位之申請不會獲優先處理。獲提呈零碎供股股份之股東務請注意，並無保證有關零碎供股股份可根據申請認購額外供股股份而獲補足至完整買賣單位。任何未獲合資格股東申請且未獲額外申請認購之供股股份將由包銷商承購。

一般事項

將本暫定配額通知書連同(如適用)已由獲發本暫定配額通知書之人士簽署之「轉讓及提名表格」(表格乙)一併交回，即已確實證明交回上述文件之人士有權處理本暫定配額通知書，並有權收取分拆配額函件及/或供股股份股票。

供股章程可於本公司之香港股份過戶登記辦事處卓佳登捷時有限公司索取，地址為香港皇后大道東183號合和中心22樓。

暫定配額通知書及所有對其所載建議之接納均受香港法例管轄並按其詮釋。

收集個人資料 – 暫定配額通知書

填妥及交回暫定配額通知書(即表示閣下同意向本公司、本公司之香港股份過戶登記辦事處卓佳登捷時有限公司及/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接納暫定配發供股股份之人士之任何資料)《個人資料(私隱)條例》賦予證券持有人權利，可確定本公司或過戶登記處是否持有其個人資料，索取有關資料之副本及更正任何不準確資料。根據《個人資料(私隱)條例》，本公司及過戶登記處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或查閱有關政策及慣例以及持有資料種類之訊息之所有要求，應寄往本公司主要營業地點香港觀塘鯉魚門道2號新城中商中心3樓15室或根據適用法例不時通知之地址，並以本公司公司秘書為收件人；或(視情況而定)寄往本公司之香港股份過戶登記辦事處卓佳登捷時有限公司(地址載於上文)，並以私隱條例事務主任為收件人。

列位合資格股東 台照

此致

承董事會命
DX.com控股有限公司
主席
黃少康
謹啟

二零一六年四月二十五日