IMPORTANT

If you are in any doubt as to any contents of this document or as to the action to be taken, you should consult your licensed securities dealer, bank manager, solicitor, registered institution in securities, professional accountant or other professional adviser.

TERMS DEFINED IN THE PROSPECTUS OF PPS INTERNATIONAL (HOLDINGS) LIMITED DATED 20 JANUARY 2017 (the "PROSPECTUS") HAVE THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.

THIS DOCUMENT IS VALUABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY OF THE PERSON(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR RIGHTS SHARES ADDITIONAL TO THOSE PROVISIONALLY ALLOTTED TO HIM/HER/THEM. APPLICATIONS MUST BE RECEIVED BY NO LATER THAN 4:00 P.M. ON TUESDAY, 7 FEBRUARY 2017.

The Registrar of the Companies in Hong Kong, Hong Kong Exchanges and Clearing Limited, the Stock Exchange of Hong Kong Limited (the "Stock Exchange"), the Securities and Futures Commission of Hong Kong and Hong Kong Securities Clearing Company Limited ("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.

A copy of this EAF, together with a copy of the Prospectus and the related PAL, and the written consent referred to in the paragraph headed "Expert and consent" in appendix III to the Prospectus have been registered by the Registrar of Companies in Hong Kong as required by 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 as to the contents of any of these documents. 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 on the Stock Exchange as well as compliance with the stock admission requirement of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in the Central Clearing and Settlement System ("CCASS") with effect from the respective commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other dates as may be 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.

Dealings in the shares of the Company (the "Shares") and the Rights Shares in both nil-paid and fully paid forms may be settled through CCASS operated by HKSCC and you should consult your 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.



Hong Kong branch transfer office:

Tricor Investor Services Limited Level 22. Hopewell Centre 183 Queen's Road East Hong Kong

share registrar and PPS INTERNATIONAL (HOLDINGS) LIMITED

寶聯控股有限公司

(Incorporated in the Cayman Islands with limited liability) (Stock Code: 8201)

RIGHTS ISSUE OF 900,000,000 RIGHTS SHARES AT HK\$0.054 PER RIGHTS SHARE ON THE BASIS OF ONE RIGHTS SHARE FOR **EVERY TWO EXISTING SHARES HELD** ON THE RECORD DATE PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON TUESDAY, 7 FEBRUARY 2017

Registered office:
Cricket Square
Hutchins Drive,
P.O. BOX 2681
Grand Cayman,
KY1-1111
Cayman Islands

Head office and principal place of business in Hong Kong: 24/F SUP Tower

Name(s) and address of Qualif		ATION FOR EXCESS	RIGHTS SHARE	North Point,
				Hong Kong
				Application can only be made by the Qualifying Shareholder(s) named here.
				Shareholder(s) hamed here.
	Excess A	Application Form No.		
To: The Directors, PPS INTERNATIONAL	(HOLDINGS) LIMI	ГED		
Dear Sirs,				
"Company"), hereby irrevocab	ly apply forights Issue in respectively [PPS International (excess Rig t of which I/we enclo (Holdings) Limited –	hts Share(s) at the se a separate rem: EAF" for HK\$ _	
ordinary post at my/our risk to	the address shown ab lication and/or a chec	ove certificates for the que for any application	number of excess l monies returnable	mber, to me/us and to send by Rights Shares as may be allotted to me/us. I/We understand that
subject to the terms set out in	the Prospectus and to	he EAF referred to the scess Rights Shares allo	rein and subject to otted to me/us, I/w	to me/us as aforesaid upon and the Memorandum and Articles e authorise you to place my/our
1	2	3		4
	Signature(s) of app	licant(s) (all joint app	licants must sign)	

Contact Telephone No:

2017

Any payments for Right Share should be rounded down to 2 decimal points.

This EAF should be completed and lodged, together with payment* as to HK\$0.054 per Rights Share for the total number of excess Rights Shares applied for, with the Company's Hong Kong branch share registrar and transfer office, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong so as to be received by no later than 4:00 p.m. on Tuesday, 7 February 2017. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "PPS International (Holdings) Limited – EAF". Completion and return of this EAF will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant territories and jurisdictions other than Hong Kong, in connection with this EAF and any acceptance of it, have been, or will be, fully complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give or is subject to the above representation and warranty.

Completion and return of this EAF together with a cheque or banker's cashier order in payment for the Rights Shares which are the subject of this EAF will constitute a warranty that the cheque or banker's cashier order will be honoured on first presentation. All cheques and banker's cashier orders will be presented for payment immediately upon receipt and all interest earned on such monies (if any) shall be retained for the benefit of the Company. If the cheque or banker's cashier order is dishonoured on first presentation, the application for excess Rights Shares is liable to be rejected.

You will be notified of any allotment of excess Rights Shares made to you. If no excess Rights Shares are allotted to you, it is expected that the amount tendered on application will be refunded to you in full by means of a cheque despatched by ordinary post to you on Thursday, 16 February 2017, at your own risk. If the number of excess Rights Shares allotted to you is less than that applied for, the surplus application monies will also be refunded to you by means of cheques despatched by ordinary post to you on Thursday, 16 February 2017 at your own risk. Any such cheques will be drawn in favour of the person(s) named on this form.

Documents issued in connection with the Rights Issue have not been registered or filed under or conformed to any applicable securities legislation of any territory or jurisdiction other than Hong Kong. No action has been taken in any territory or jurisdiction outside Hong Kong to permit the offering of the Rights Shares or the distribution of any documents in connection with the Rights Issue. No person receiving the Prospectus or any of the PAL or EAF in any territory or jurisdiction outside Hong Kong may treat this as an offer or an invitation to apply for Rights Shares, unless in the relevant territory or jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. Subject as referred to below, it is the responsibility of anyone outside Hong Kong wishing to make an application for Rights Shares to satisfy himself/herself/itself as to the full observance of the laws and regulations of all relevant territories and jurisdictions, including the obtaining of any governmental or other consents for observing any other formalities which may be required in such territory or jurisdiction, and to pay any taxes and duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. The Company will not be responsible for verifying the legal qualification of such Overseas Shareholder and/or resident in such territory or jurisdiction, thus, should the Company suffer any losses or damages due to non-compliance with the relevant laws of such territory or jurisdiction by any such Overseas Shareholder and/or resident, the Overseas Shareholder and/or resident shall be responsible to compensate the Company for the same. The Company shall not be obliged to issue the nil-paid Rights Shares or fullypaid Rights Shares to any such Overseas Shareholder and/or resident, if at the Company's absolute discretion issuing the nil-paid Rights Shares or fullypaid Rights Shares to them does not comply with the relevant laws of such territory or jurisdiction.

The Company reserves the right to refuse to accept any application for the Rights Shares if it believes, or has reason to believe, that such acceptance would violate the applicable securities legislation or other laws or regulations of any territory or jurisdiction. No application for Rights Shares will be accepted from any person who is an Non-Qualifying Shareholder.

All times, dates or deadlines specified in this form refer to Hong Kong local times and dates.

Lamtex Securities Limited (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:

- 1) 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 or prospects 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 or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market 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
 - c. 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 affect the business or the financial or trading position or prospects of the Group as a whole; or
- 2) 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 for the purpose of the Underwriting Agreement includes 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
- 3) 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 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 upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue; or
- 4) there comes to the notice of the Underwriter:
 - a. any matter or event showing any of the warranties given in the Underwriting Agreement was, when given, untrue or misleading or as having been breached in any respect; or
 - b. any breach by the Company of any of its respective obligations or undertaking under the Underwriting Agreement.

The Underwriter is also entitled by a notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination any material breach of any of the warranties contained in the Underwriting Agreement comes to the knowledge of the Underwriter.

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

Dealings in the Rights Shares in the nil-paid forms will take place from Tuesday, 24 January 2017 to Thursday, 2 February 2017 (both dates inclusive) on the Stock Exchange. Any Shareholders or other persons dealing or contemplating dealing in the Shares up to the date on which all 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 nil-paid Rights Shares between Tuesday, 24 January 2017 to Thursday, 2 February 2017 (both dates inclusive), will bear the risk that the Rights Issue may not become unconditional or may not proceed. If the Rights Issue fails to proceed, the remittance received in respect of acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in the 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 the risk of such Qualifying Shareholders or such other persons to their registered addresses by the Registrar on Thursday, 16 February 2017. Any Shareholders or other persons dealing or contemplating dealing in the Shares or Rights Shares in the nil-paid form during such periods who are in any doubt about their position are recommended to consult their professional advisers.

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

* Any payments for Rights Shares should be rounded down to 2 decimal points.

A SEPARATE CHEQUE OR BANKER'S CASHIER ORDER MUST ACCOMPANY EACH APPLICATION, NO RECEIPT WILL BE GIVEN.

重要提示

閣下如對本文件之任何內容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、註冊證券交易商、專業會計師或其他專業顧問。

除文義另有所指外,寶聯控股有限公司日期為二零一七年一月二十日之章程(「章程」)所界定之詞彙與本額外供股股份申請表格所用者具有相同涵義。

此乃有價值之文件,惟不可轉讓,並僅供下列擬申請認購其獲配暫定配額以外之供股股份之人士使用。請務必最遲於二零一七年二月七日(星期二)下午四時正前遞交申請。

香港公司註冊處處長、香港交易及結算所有限公司、香港聯合交易所有限公司(「聯交所」)、香港證券及期貨事務監察委員會及香港中央結算有限公司(「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,並明確表示概不就因本文件全部或任何部分內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

本額外供股股份申請表格連同章程及有關暫定配額通知書以及章程附錄三「專家及同意書」一段所述之同意書,已遵照香港法例第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對任何此等文件之內容概不負責。

待未繳股款及繳足股款供股股份獲准在聯交所上市及買賣以及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,由未繳股款及繳足股款之供股股份各自在聯交所開始買賣日期或香港結算可能決定之有關其他日期起,可在中央結算及交收系統(「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交易之交收須於其後第二個交易日在中央結算系統內進行。所有在中央結算系統之活動均須受不時有效之中央結算系統一般規則及中央結算系統運作程序規則所規限。

本公司股份(「股份」)及未繳股款及繳足股款供股股份之買賣可透過香港結算管理之中央結算系統交收。 閣下應就該等交收安排之詳情及該等安排如何影響 閣下之權利及權益,諮詢 閣下之持牌證券商、銀行經理、律師、專業會計師或其他專業顧問。



合和中心22樓

日期:二零一七年_____月__ 日

供股股份之任何付款額應約整至小數點後兩位。

PPS INTERNATIONAL (HOLDINGS) LIMITED

寶 聯 控 股 有 限 公 司

(於開曼群島註冊成立的有限公司) (股份代號:8201)

供股發行900,000,000 股供股股份按每股供股股份作價0.054港元 (基準為按記錄日期每持有兩股現有股份可獲發一股供股股份) 最遲於二零一七年二月七日(星期二)下午四時正前接納時全數繳足股款

額外供股股份申請表格

註冊辦事處: Cricket Square Hutchins Drive, P.O. Box 2681 Grand Cayman, KY1-1111 Cayman Islands

總辦事處及 香港主要 營業地點: 香港

北角英皇道75-83號聯合出版大廈24樓

合資格股東姓名及地址						
			只可由本欄名列之			
			合資格股東提出申請。			
	額外供股股份申請表格編號					
致:寶聯控股有限公司 列位董事 台照						
敬啟者:						
本人/吾等為寶聯控股有限公司(「貴						
申購	设份,本人/吾等就此附上 註明「 兄准λ始頭人賜戶 」之獨立	港元,指 股款支票或銀行太票	的頭人為「 PPS International ,作為全數鄉付由語認購上述			
數目額外供股股份之款項*。	此外「八座八川吳八成)」之國立	双	→ 下列 工 致减入 门 中 阳 100 8円 工 / C			
本人/吾等謹要求 閣下向本人/吾						
獲配發數目之額外供股股份股票及/由本人/吾等承擔。本人/吾等明白			式寄往上列地址,郵誤風險概			
			사 크 사디사에 호크다 I. 세까 ㅋ 사메리나 스타디			
本人/吾等茲承諾根據章程及章程所限下,接納如上文所述可能配發予本	人/吾等該等數目之額外供股股	份。就配發予本人/	吾等之任何額外供股股份,本			
人/吾等授權 閣下將本人/吾等之	姓名列入 貴公司之股東名冊內	,作為該等供股股份之	之持有人。			
1	3.		4			
1 2			4			
申請人簽署(所有聯名申請人均須簽署)						

聯絡電話號碼:_____

本額外供股股份申請表格必須填妥,連同所申請額外供股股份總數按每股供股股份0.054港元計算之股款*,不遲於二零一七年二月七日(星期二)下午四時正前交回本公司之香港股份過戶登記分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22樓。所有股款必須以港元支付,而支票及銀行本票必須分別由香港之持牌銀行戶口開出及香港之持牌銀行發出,註明抬頭人為「PPS International (Holdings) Limited – EAF」。填妥及交回本額外供股股份申請表格將構成對本公司作出之保證及陳述,表明已經或將會就本額外供股股份申請表格及接納本額外供股股份申請表格全面遵守香港以外之所有有關地區及司法權區之一切登記、法定及監管規定。為免生疑問,香港結算及香港中央結算(代理人)有限公司概不會作出上述聲明或保證,亦不受上述聲明或保證所規限。

填妥及交回本額外供股股份申請表格連同供股股份之付款支票或銀行本票後,即構成對該支票或銀行本票於首次過戶時將可兑現之保證。所有支票及銀行本票均將於收訖後即時過戶,而該等款項(如有)所賺取之全部利息將撥歸本公司所有。倘支票或銀行本票於首次過戶時未能兑現,則額外供股股份申請可遭拒絕受理。

閣下將獲知所獲配發之額外供股股份數目。 閣下如未獲配發額外供股股份,預期申請款項將於二零一七年二月十六日 (星期四)以平郵寄發支票之方式全數退還予 閣下,郵誤風險概由 閣下自行承擔。倘 閣下獲配發之額外供股股份數 目較所申請者為少,多繳之申請款項亦將於二零一七年二月十六日(星期四)以平郵寄發支票之方式退還予 閣下,郵誤 風險概由 閣下自行承擔。任何該等支票均以本表格名列之人士為抬頭人。

本公司並無根據或遵從香港以外任何地區或司法權區之任何適用證券法例送呈就供股而刊發之文件登記或存案。在香港以外任何地區或司法權區亦無採取任何行動以批准提呈發售供股股份或派發就供股而刊發之任何文件。於香港以外任何地區或司法權區接獲章程、暫定配額通知書或額外供股股份申請表格之任何人士,概不得將之視為申請供股股份之要約或邀請,除非於有關地區或司法權區可在毋須遵照任何登記或其他法例或監管規定之情況下可合法提出該項要約或邀請。在下文所述之規限下,位於香港以外地區及司法權區之任何人士如欲為其本身申請供股股份,則有責任確保已就此完全遵守所有有關地區或司法權區之法例及規例,包括就遵守該地區或司法權區可能規定之任何其他正式手續而取得任何政府或其他同意,及就此繳納該地區或司法權區所需繳付之任何稅項、徵稅及其他款項。本公司將不會負責核實該海外股東及/或居民於有關地區或司法權區之法律資格,因此,倘本公司因任何有關海外股東及/或居民未有遵從有關地區或司法權區之相關法例而蒙受任何損失或損害,該海外股東及/或居民須負責就此向本公司作出賠償。倘本公司全權酌情認為向任何有關海外股東及/或居民發行未繳股款之供股股份或繳足股款之供股股份不符合有關地區或司法權區之相關法例,則本公司並無義務向其發行未繳股款之供股股份或繳足股款之供股股份。

倘本公司相信或有理由相信該項接納將違反任何地區或司法權區適用之證券法規或其他法例或規例,則會保留拒絕接納 任何供股股份申請之權利。不合資格股東提出之供股股份申請一概不獲受理。

本表格所指之時間、日期及限期皆為香港本地時間及日期。

倘出現下述情況,林達證券有限公司(「包銷商」)有權於最後終止時限前隨時向本公司發出書面通知而終止包銷協議:

- 1) 包銷商合理認為供股之成功將會因以下事件而受到重大不利影響:
 - a. 頒佈任何新法規或現時之法例或法規(或其有關之司法詮釋)出現任何變動或出現任何性質之其他事宜,從而令包銷商合理認為可能對本集團整體之業務或財務或交易狀況或前景造成重大不利影響或對供股造成重大不利影響;或
 - b. 發生任何地方、國家或國際間事件或變動(無論是否屬於在包銷協議日期之前及/或之後所發生或持續之一連串事件或變動之一部分)而屬政治、軍事、金融、經濟或其他性質,或屬地方、國家或國際之敵對或武裝衝突爆發或升級性質,或可影響本地證券市場,從而令包銷商合理認為可能對本集團整體之業務或財務或交易狀況或前景造成重大不利影響;或
 - c. 任何天災、戰爭、暴動、擾亂公眾秩序、內亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工,從而令包銷 商合理認為可能對本集團整體之業務或財務或交易狀況或前景造成重大不利影響;或;
- 2) 市況發生任何重大不利變動(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,證券之買賣被暫停或受到限制,以及貨幣狀況出現變化(就包銷協議而言,包括香港與美國貨幣價值掛鈎制度之變動)),從而令包銷商合理認為進行供股屬不宜或不智;或
- 3)章程於刊發時載有於包銷協議日期前並未由本公司公佈或刊發之資料(有關本集團業務前景或狀況者或有關其遵守任何法例或創業板上市規則或任何適用規例者),而令包銷商合理認為其於供股完成後可能就本集團整體而言屬重大及可能對供股之成功造成重大不利影響;或
- 4) 發生以下事項須通知包銷商:
 - a. 顯示包銷協議所作出的保證於作出時失實或誤導或在任何方面有所違反的任何事宜或事件;或
 - b. 本公司違反任何其於包銷協議項下的責任或承諾。

倘於最後終止時限前,包銷商得悉包銷協議所載任何保證遭任何嚴重違反,包銷商則有權藉發出書面通知取消包銷協議。

倘包銷商行使該等權利,供股將不會進行。

未繳股款之供股股份將於二零一七年一月二十四日(星期二)至二零一七年二月二日(星期四)(包括首尾兩日在內)期間於聯交所進行買賣。任何股東或其他人士直至進行供股之一切條件達成之日期(及包銷商終止包銷協議的權利結束當日)期間買賣或擬買賣股份,以及於二零一七年一月二十四日(星期二)至二零一七年二月二日(星期四)(包括首尾兩日)期間買賣未繳股款供股股份,均須承擔供股或未能成為無條件或不一定進行之風險。倘供股未能進行,就接納供股股份所收取的股款將於二零一七年二月十六日(星期四)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的其他人士(或倘為聯名接納人,則為名列首位人士),支票將由過戶登記處以平郵方式寄往該等合資格股東或其他有關人士的登記地址,郵誤風險概由彼等承擔。任何股東或其他人士如於該等期間買賣或擬買賣股份及/或未繳股款之供股股份而對本身之情況有任何疑問,請諮詢彼等之專業顧問。

本額外供股股份申請表格及據此提出之所有申請均受香港法例所管轄,並按其詮釋。

* 供股股份之任何付款額應約整至小數點後兩位。

每份申請必須隨附獨立支票或銀行本票,本公司將不另發收據。