

Form A
表格甲

The whole of this document must be returned to be valid.
本文件必須整份交回方為有效。

Provisional Allotment Letter No.
暫定配額通知書編號

IMPORTANT
重要提示

CAPITALISED TERMS USED HEREIN SHALL HAVE THE SAME MEANINGS AS THOSE DEFINED IN THE PROSPECTUS ISSUED BY MIDAS INTERNATIONAL HOLDINGS LIMITED (THE "COMPANY") DATED 14 OCTOBER 2014 (THE "PROSPECTUS") UNLESS THE CONTEXT OTHERWISE REQUIRES.
除文義另有所指外，本暫定配額通知書所用詞語與勤達集團國際有限公司(「本公司」)刊發日期為二零一四年十月十四日之招股章程(「招股章程」)所界定者具有相同涵義。

If you are in any doubt as to any of the contents of this document or as to the action to be taken, you should obtain independent professional advice.
閣下如對本暫定配額通知書之任何內容或應採取之行動有任何疑問，應諮詢獨立專業意見。

THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL EXPIRES AT 4:00 P.M. ON TUESDAY, 28 OCTOBER 2014 (OR SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" OVERLEAF).
此乃有價值及可轉讓之暫定配額通知書，敬請即時處理。本暫定配額通知書所載之要約於二零一四年十月二十八日(星期二)(或受買「惡劣天氣之影響」一段所述之較後日期)下午四時截止。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this PAL, 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 PAL.
香港交易所及結算所有限公司、聯交所及香港結算對本暫定配額通知書之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不為因本暫定配額通知書全部或任何部份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。

Dealings in the shares 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.
股份之買賣可透過香港結算運作之中央結算系統交收。閣下應就該等交收安排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。

A copy of this PAL, together with a copy of the Prospectus and the related EAF, 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 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.
本暫定配額通知書連同招股章程及有關額外申請表格以及招股章程附錄三「專家及同意書」一段所述之同意書，已遵照香港公司(清盤及雜項條文)條例第342C條之規定呈交香港公司註冊處登記。香港公司註冊處、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。

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 CCASS with effect from the commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms 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.
待未繳股款及繳足股款之供股股份獲准於聯交所上市及買賣，並符合香港結算之股份收訖規定後，未繳股款及繳足股款之供股股份將獲准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之日期或香港結算釐定之其他日期起，可於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易須於其後第二個交易日在中央結算系統內進行交收。所有在中央結算系統內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運作程序規程進行。

TO ACCEPT THE PROVISIONAL ALLOTMENT SPECIFIED IN THIS PAL IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE COMPANY'S HONG KONG BRANCH SHARE REGISTRAR AND TRANSFER OFFICE, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED AT SHOPS 1712-1716, 17TH FLOOR, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, WAN CHAI, HONG KONG TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE AMOUNT SHOWN IN BOX C BELOW TO BE RECEIVED BY NOT LATER THAN 4:00 P.M. ON TUESDAY, 28 OCTOBER 2014. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS. CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, AND CASHIER'S ORDERS MUST BE ISSUED BY, A BANK IN HONG KONG AND MADE PAYABLE TO "MIDAS INTERNATIONAL HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF.
閣下如欲全數接納本暫定配額通知書所載之暫定配額，須將本暫定配額通知書整份連同下列丙欄所示港元款額之付款，最遲於二零一四年十月二十八日(星期二)下午四時交回本公司之香港股份過戶登記分處及轉讓辦事處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室。所有股款必須以港元繳付，支票須由香港持牌銀行戶口開出，而銀行本票須由香港持牌銀行發出，並註明抬頭人為「Midas International Holdings Limited - Rights Issue Account」及以「只准入抬頭人賬戶」方式劃線開出。有關轉讓及分拆之指示載於背頁。

Hong Kong branch share registrar
and transfer office:

香港股份過戶登記分處及
轉讓辦事處：
Computershare Hong Kong

Investor Services Limited
Shops 1712-1716

17th Floor
Hopewell Centre

183 Queen's Road East
Wai Chai

Hong Kong
香港中央證券登記有限公司
香港
灣仔
皇后大道東183號
合和中心17樓
1712-1716室



勤達集團國際有限公司*
Midas International Holdings Limited

(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立之有限公司)

(Stock Code: 1172)
(股份代號: 1172)

RIGHTS ISSUE ON THE BASIS OF ONE RIGHTS SHARE
FOR EVERY TWO SHARES HELD ON THE RECORD DATE
按於記錄日期每持有兩股股份
獲發一股供股股份之基準進行供股

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Head office and principal place of
business in Hong Kong:

香港總辦事處及主要營業地點：
25th Floor
Alexandra House
18 Chater Road
Central
Hong Kong
香港
中環
遮打道18號
歷山大廈25樓

Registered office:

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

Name(s) and address(es) of Qualifying Shareholder(s)
合資格股東姓名及地址

[Empty box for Qualifying Shareholder name and address]

Total number of shares of HK\$0.10 each in the capital of Midas International Holdings Limited registered in your name on Monday, 13 October 2014
二零一四年十月十三日(星期一)登記於閣下名下之勤達集團國際有限公司*股本中每股面值0.10港元之股份總數

BOX A
甲欄

[Empty box for Total number of shares]

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Tuesday, 28 October 2014
暫定配發予閣下之供股股份數目，股款最遲須於二零一四年十月二十八日(星期二)下午四時接納時繳足

BOX B
乙欄

[Empty box for Number of Rights Shares]

Total subscription monies payable
應繳認購股款總額

BOX C
丙欄
HK\$
港元

[Empty box for Total subscription monies payable]

Shareholders and potential investors should note that the Rights Issue is conditional upon the Underwriting Agreement having become unconditional (see the section headed "Conditions of the Rights Issue" as stated in the Prospectus) and the Underwriter not having terminated the Underwriting Agreement in accordance with the terms thereof (see the section headed "Termination of the Underwriting Agreement" as stated in the Prospectus). Accordingly, the Rights Issue may or may not proceed.
The Shares have been dealt in on an ex-rights basis from Friday, 3 October 2014. Dealings in the Rights Shares in the nil-paid form will take place from Thursday, 16 October 2014 to Thursday, 23 October 2014 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled or the Underwriting Agreement is terminated, the Rights Issue will not proceed.

Any Shareholders or other persons contemplating selling or purchasing Shares and/or Rights Shares in their nil-paid form who are in any doubt about their position are recommended to consult their professional advisers. Any Shareholders or other persons dealing in Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which the Underwriter's right of termination of the Underwriting Agreement ceases) and any persons dealing in the nil-paid Rights Shares during the period from Thursday, 16 October 2014 to Thursday, 23 October 2014 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed.

股東及有意投資者務請注意，供股須待包銷協議成為無條件(見招股章程所載「供股之條件」一節)及包銷商並無根據有關條款終止包銷協議(見招股章程所載「包銷協議之終止」一節)後，方可作實。因此，供股未必能進行。

股款已由二零一四年十月十三日(星期五)起以除權方式買賣。供股股份將於二零一四年十月十六日(星期四)至二零一四年十月二十三日(星期四)期間(包括首尾兩日)以未繳股款方式買賣。若供股之條件未能達成或包銷協議被終止，供股將不會進行。

任何考慮買賣股份及/或未繳股款供股股份之股東或其他人士，如對本身之狀況有任何疑問，應諮詢專業顧問。任何於供股之所有條件達成之日(及包銷商終止包銷協議之權利終結之日)前買賣股份之股東或其他人士，及任何於二零一四年十月十六日(星期四)至二零一四年十月二十三日(星期四)期間(包括首尾兩日)買賣未繳股款供股股份之人士，均須承擔供股可能無法成為無條件及未必能進行之風險。

NO RECEIPT WILL BE GIVEN. 本公司將不另發收據。

* For identification purpose only

* 僅供識別

IN THE EVENT OF TRANSFER OF RIGHTS, 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 SHARE(S) REPRESENTED BY THIS PAL.

於轉讓供股權時，每宗買賣均須繳付從價印花稅。餽贈或轉讓（並非以出售方式）實益權益亦須繳付從價印花稅。於登記轉讓本暫定配額通知書所代表之任何供股股份權利前，須出示已繳付從價印花稅之證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION

轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer his/their right(s))
(僅供擬轉讓其權利之合資格股東填寫及簽署)

To: The Directors,
MIDAS INTERNATIONAL HOLDINGS LIMITED
致：勤達集團國際有限公司*
列位董事 台照

Dear Sirs,
I/We hereby transfer all my/our rights to 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/吾等茲將本暫定配額通知書所列本人/吾等之供股股份權利悉數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) (all joint shareholders must sign) 簽署(所有聯名股東均須簽署)

Date 日期: _____

NOTE: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.
附註：轉讓 閣下之供股股份認購權須繳付香港印花稅。

Form C
表格丙

REGISTRATION APPLICATION FORM

登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares are being transferred)
(僅供供股股份認購權之承讓人填寫及簽署)

To: The Directors,
MIDAS INTERNATIONAL HOLDINGS LIMITED
致：勤達集團國際有限公司*
列位董事 台照

Dear Sirs,
I/We request you to register the number of the Rights Shares mentioned in Box B of Form A in my/our name(s) and I/we agree to accept the same on the terms set out in this PAL and the accompanying Prospectus and subject to the Memorandum and Articles of Association of the Company.
敬啟者：
本人/吾等謹請 閣下將表格甲內乙欄所列之供股股份數目登記於本人/吾等名下，本人/吾等同意依照本暫定配額通知書及隨附之供股章程所載條款並在 貴公司組織章程大綱及細則之規限下接納此等供股股份。

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 in English 英文姓名	Family Name 姓氏	Other Names 名字	Name in Chinese 中文姓名	
Full Name(s) and Title(s) of Applicant or Joint Applicants 申請人或聯名申請人 全名及職銜				
Address 地址				
Occupation 職業		Tel. No. 電話號碼		
Dividend Instructions 派息指示				
Name & Address of Bank 銀行名稱及地址				Bank Account No. 銀行賬戶號碼

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) (all joint shareholders must sign) 簽署(所有聯名股東均須簽署)

Date 日期: _____

NOTE: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.
附註：轉讓 閣下之供股股份認購權須繳付香港印花稅。



勤達集團國際有限公司*
Midas International Holdings Limited
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 1172)

14 October 2014

Dear Qualifying Shareholder(s),

In accordance with the terms set out in the rights issue prospectus (the "Prospectus") dated 14 October 2014 despatched to shareholders of MIDAS INTERNATIONAL HOLDINGS LIMITED (the "Company"), the Directors have provisionally allotted to you Rights Shares on the basis of one Rights Share for every two Shares of HK\$0.10 each registered in your name as at Monday, 13 October 2014 (the "Record Date") at a price of HK\$0.10 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings when used herein unless the context requires otherwise.

Documents issued in connection with the Rights Issue have not been registered or filed under or conformed to any applicable securities legislation of any jurisdictions other than Hong Kong. No action has been taken in any territory other than 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, a PAL or EAF in any territory outside Hong Kong may treat this as an offer or an invitation to apply for Rights Shares, unless in the relevant territory where 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 as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory in connection therewith.

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

The Rights Shares, when allotted, issued and fully-paid or credited as fully-paid, will rank *pari passu* in all respects with the Shares then in issue, including the right to receive all future dividends and distributions which may be declared, made or paid on or after the date of allotment of the Rights Shares.

PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment, you must lodge the whole of this provisional allotment letter intact with the Company's Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong (the "Registrar") together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by not later than 4:00 p.m. on Tuesday, 28 October 2014 (or under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" below). All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Midas International Holdings Limited - Rights Issue Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment on the terms of this PAL and the Prospectus and subject to the Memorandum and Articles of Association of the Company. No receipt will be given for such remittances.

It should be noted that unless this PAL, together with the appropriate remittance for the amount shown in Box C, has been physically received as described above by not later than 4:00 p.m. on Tuesday, 28 October 2014 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" below) whether from the original allottee or any person in whose favour the rights have been transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled.

Completion and return of this provisional allotment letter will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant territories other than Hong Kong, in connection with the provisional allotment letter and any acceptance of it, have been, or will be, duly complied with. For the avoidance of doubt, HKSCC Nominees Limited, who subscribes the Rights Shares on behalf of the CCASS Participants, is not subject to any of the above representations and warranties.

EXCESS RIGHTS SHARES

If you wish to apply for any Rights Share in addition to your provisional allotment hereunder, you must complete and sign the accompanying EAF as indicated thereon and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Registrar by not later than 4:00 p.m. on Tuesday, 28 October 2014 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" below). All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Midas International Holdings Limited - Excess Application Account" and crossed "Account Payee Only". It should be noted that the allotment of excess Rights Shares will be made by the Directors on a fair and reasonable basis but Shareholders are not guaranteed to be allotted all or any of the excess Rights Shares applied for.

TRANSFER

If you wish to transfer all of your Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand this PAL to the person(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar so as to be received by not later than 4:00 p.m. on Tuesday, 28 October 2014. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares.

SPLITTING

If you wish to accept only part of your provisional allotment or transfer a part of your right to subscribe for the Rights Shares provisionally allotted under the provisional allotment letter or to transfer all of your such right, the original PAL must be surrendered by not later than 4:30 p.m. on Monday, 20 October 2014 to the Registrar who will cancel the original PAL and issue new PALs in the denominations required.

EFFECT OF BAD WEATHER

The latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will not take place if there is:

1. a tropical cyclone warning signal no. 8 or above; or
2. a "black" rainstorm warning
 - (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on Tuesday, 28 October 2014, the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be extended to 5:00 p.m. on the same Business Day; or
 - (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on Tuesday, 28 October 2014, the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be rescheduled to 4:00 p.m. on the following 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..

If the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares is postponed in accordance with the foregoing, the dates mentioned in this section may be affected. An announcement will be made by the Company in such event as soon as practicable.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter shall be entitled by a notice in writing to the Company, served prior to 4:00 p.m. on Monday, 3 November 2014, to terminate the Underwriting Agreement if:

- (1) in the absolute 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 will in the absolute 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 hereof), 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 markets which may, in the absolute 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 absolute 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 shall 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 absolute 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 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 absolute 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.

The Underwriter shall also be entitled by a notice in writing to rescind the Underwriting Agreement if prior to 4:00 p.m. on Monday, 3 November 2014 any material breach of any of the warranties contained in the Underwriting Agreement comes to the knowledge of the Underwriter and such material breach will have a material and adverse effect on the business, financial or trading position or prospect of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue. Any such notice shall be served by the Underwriter prior to 4:00 p.m. on Monday, 3 November 2014.

If prior to 4:00 p.m. on Monday, 3 November 2014 any such notice as is referred to above is given by the Underwriter, the obligations of all parties under the Underwriting Agreement shall terminate forthwith (save for certain clauses in respect of "termination and force majeure" and "fees and expenses" which shall remain in full force).

Rescission or termination of the Underwriting Agreement shall be without prejudice to any rights of any party in respect of any breach by the other prior to such rescission or termination.

In such event of termination, the Rights Issue will not proceed.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies will be retained for the benefit of the Company. If any cheque or cashier's order does not meet all the remittance requirements stated in this form or is dishonoured on first presentation, this provisional allotment letter is liable to be rejected, and in that event the provisional allotment and all Rights Shares given pursuant to it will be deemed to have been declined and will be cancelled.

CERTIFICATES FOR RIGHTS SHARES AND REFUND

It is expected that certificates for the Rights Shares in their fully-paid form will be despatched by ordinary post to those entitled at their own risk on or before Wednesday, 5 November 2014.

You will receive one Share certificate for all the Rights Shares issued to you.

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement or if the conditions of the Rights Issue are not fulfilled, the monies received in respect of the acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in 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 to the registered address or such other persons on or about Wednesday, 5 November 2014.

GENERAL

Lodgement of this PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it has been issued shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split letters of allotment and/or certificates for the Shares.

This PAL and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, Hong Kong law.

PERSONAL DATA COLLECTION — PAL

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Hong Kong branch share registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of the Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Hong Kong branch share registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Hong Kong branch share 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 the Company, at its principal place of business at 25th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary, or (as the case may be) to the Hong Kong branch share registrar at its address set out above for the attention of Personal Data Privacy Officer.

By Order of the Board
Midas International Holdings Limited
Richard Hung Ting Ho
Chairman and Managing Director



勤達集團國際有限公司*
Midas International Holdings Limited
 (於開曼群島註冊成立之有限公司)
 (股份代號: 1172)

敬啟者:

根據日期為二零一四年十月十四日寄發予勤達集團國際有限公司*(「本公司」)股東之供股章程(「供股章程」)所載條款,董事已按二零一四年十月十三日(星期一)(「記錄日期」)登記於閣下名下每兩股每股面值0.10港元之股份獲發一股供股股份之基準,以每股供股股份0.10港元之價格向閣下暫定配發供股股份。閣下於記錄日期持有之股份總數列於甲欄,而閣下暫獲配發之供股股份數目列於乙欄。除文義另有所指外,供股章程所界定之詞語與本函件所採用者具有相同涵義。

就供股而刊發之文件並無根據或遵照香港以外任何司法權區任何適用之證券法例登記或存案,亦無在香港以外任何地區採取任何行動以獲准提早供股股份或派發就供股而刊發之任何文件。除非在有關地區毋須遵守任何登記規定或其他法例或監管規定而合法提呈有關要約或邀請,否則,任何在香港以外地區接獲供股章程、暫定配額通知書或額外申請表格之人士,概不應視之為申請認購供股股份之要約或邀請。在下文所述規限下,香港以外地區之任何人士如有意申請認購供股股份,須自行遵守有關地區之法例及規例,包括取得政府或其他同意及繳付當地之有關稅項及徵稅。

倘本公司相信或有理由相信接納任何供股股份申請將違反任何地區適用之證券或其他法例或規例,則會保留權利拒絕接納有關申請。不合資格股東提出之供股股份申請一概不獲受理。

供股股份於配發、繳足或入賬列作繳足股款及發行後,在各方面將與當時之已發行股份享有同等地位,包括有權收取配發供股股份當日或該日以後所宣派、作出或派付之所有股息及分派。

接納手續

閣下如擬接納暫定配額,最遲須於二零一四年十月二十八日(星期二)(或在惡劣天氣情況下,下文「惡劣天氣之影響」一段所述之較後日期)下午四時將本暫定配額通知書整份連同丙欄所示接納時應繳之全數股款,送交本公司之香港股份過戶登記分處及轉讓辦事處香港中央證券登記有限公司,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室(「過戶處」)。所有股款必須以港元繳付,支票須由香港持牌銀行戶口開出,而銀行本票須由香港持牌銀行發出,並註明抬頭人為「Midas International Holdings Limited — Rights Issue Account」及以「只准入抬頭人賬戶」方式劃線開出。閣下繳付股款後即表示按照本暫定配額通知書及供股章程之條款,並在本公司組織章程大綱及細則之規限下接納暫定配額。本公司將不就股款另發收據。

務請注意,除非本暫定配額通知書連同丙欄所示之應繳股款最遲於二零一四年十月二十八日(星期二)(或在惡劣天氣情況下,下文「惡劣天氣之影響」一段所述之較後日期)下午四時由原承配人或任何承讓權利之人士按上文所述交回,否則此項暫定配額及其一切有關權利將視作已遭放棄並予以註銷。

填妥及交回本暫定配額通知書將構成對本公司作出之保證及聲明,表示已經或將會就暫定配額通知書及接納暫定配額通知書妥善遵守香港以外所有有關地區之一切登記、法例及監管規定。為免疑慮,代表中央結算系統參與者認購供股股份之香港中央結算(代理人)有限公司不受上述任何聲明及保證約束。

額外供股股份

閣下如擬申請認購,閣下所獲暫定配額以外之任何供股股份,須按照隨附之額外申請表格內備之指示將表格填妥及簽署,並連同超額認購時另應繳付之股款,最遲於二零一四年十月二十八日(星期二)(或在惡劣天氣情況下,下文「惡劣天氣之影響」一段所述之較後日期)下午四時一併交回過戶處。所有股款必須以港元繳付,支票須由香港持牌銀行戶口開出,而銀行本票須由香港持牌銀行發出,並註明抬頭人為「Midas International Holdings Limited — Excess Application Account」及以「只准入抬頭人賬戶」方式劃線開出。務請注意,額外供股股份將由董事按公平合理之基準配發,但不保證股東可獲配發所申請之全數或任何額外供股股份。

轉讓

閣下如擬將暫獲配發之全數供股股份轉讓他人,須填妥及簽署轉讓及提名表格(表格乙),並將本暫定配額通知書交予閣下擬轉讓權利之人士或經手轉讓權利之人士。承讓人則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整份連同丙欄所示接納時應繳之全數股款,最遲於二零一四年十月二十八日(星期二)下午四時交回過戶處。務請注意,閣下於轉讓可認購有關供股股份之權利時須繳付香港印花稅。

分拆

閣下如僅擬接納部份暫定配額或將閣下根據暫定配額通知書暫獲配發可認購供股股份之部份權利或閣下之所有該等權利轉讓,最遲須於二零一四年十月二十日(星期一)下午四時三十分將原有暫定配額通知書交回過戶處,過戶處將會註銷原有暫定配額通知書並按所要求之股份數額發出新暫定配額通知書。

惡劣天氣之影響

倘以下警告信號於下述時間生效,則接納供股股份並繳付股款及申請額外供股股份並繳付股款之最後時限將作廢:

1. 8號或以上熱帶氣旋警告信號;或
2. 「黑色」暴雨警告信號
 - (i) 於二零一四年十月二十八日(星期二)本地時間中午十二時前在香港生效,而於中午十二時後取消,則接納供股股份並繳付股款及申請額外供股股份並繳付股款之最後時限將順延至同一個辦公日下午五時;或
 - (ii) 於二零一四年十月二十八日(星期二)本地時間中午十二時至下午四時期間在香港生效,則接納供股股份並繳付股款及申請額外供股股份並繳付股款之最後時限將重訂為該等信號並無於上午九時至下午四時期間在香港生效之下一個辦公日下午四時。

倘接納供股股份並繳付股款及申請額外供股股份並繳付股款之最後時限如上文所述順延,則本節所述之日期可能受到影響。本公司將於可行情況下盡快作出公佈。

包銷協議之終止

倘發生下列事項,包銷商可於二零一四年十一月三日(星期一)下午四時前向本公司發出書面通知以終止包銷協議:

- (1) 包銷商據其全權判斷認為,下列事項將對供股之順利進行構成重大不利影響:
 - (a) 頒佈任何新法規或現有法例或法規(或其司法詮釋)出現任何變動,或出現包銷商據其全權判斷認為會對本集團整體業務或財務或營業狀況或前景構成重大不利影響或就供股而言屬於重大不利之任何其他性質事件;或
 - (b) 本地、國家或國際發生任何政治、軍事、金融、經濟或其他性質,或本地、國家或國際爆發任何敵對或武裝衝突或衝突升級等性質,或足以影響本地證券市場之事件或變動(不論是否屬於包銷協議日期之前及/或之後發生或持續出現之連串事件或變動之一部份),而包銷商據其全權判斷認為該等事件或變動足以對本集團整體業務或財務或營業狀況或前景構成重大不利影響;或
 - (c) 任何天災、戰爭、暴亂、治安不靖、群眾騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工,而包銷商據其全權判斷認為足以對本集團之整體業務或財務或營業狀況或前景構成重大不利影響;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之任何變動、證券買賣暫停或受到限制,而貨幣狀況之變動將包括香港幣值與美國幣值掛鈎之制度出現變化),而包銷商據其全權判斷認為不宜或不利於進行供股;或
- (3) 供股章程載有本公司從未於包銷協議日期前公開宣佈或發佈之資料(不論有關本集團之業務前景或狀況或有關其有否遵守任何法例或上市規則或任何適用法規),而包銷商據其全權判斷認為於供股完成後對本集團整體屬於重大並會對供股之順利進行構成重大不利影響。

倘於二零一四年十一月三日(星期一)下午四時前包銷商得悉任何嚴重違背包銷協議所載任何保證之情況,而此會對本集團之整體業務或財務或營業狀況或前景或供股之順利進行構成重大不利影響,或引致不宜或不利於繼續進行供股,包銷商亦可發出書面通知以終止包銷協議。任何有關通知必須由包銷商於二零一四年十一月三日(星期一)下午四時前發出。

倘於二零一四年十一月三日(星期一)下午四時前包銷商發出上述通知,包銷協議下各方之責任即告終止(惟有關「終止及不可抗力」和「費用及開支」之若干條款仍然全面生效)。

包銷協議之取消或終止將不影響協議下任何一方就另一方於協議取消或終止前違背協議作出追究之權利。

倘包銷協議被終止,供股將不會進行。

支票及銀行本票

所有支票及銀行本票將於收訖後過戶,而該等款項賺取之所有利息將撥歸本公司所有。倘任何支票或銀行本票並未符合本表格所述之一切付款要求或於首次過戶時未能兌現,則本暫定配額通知書可遭拒絕受理,在此情況下,有關暫定配額及據此獲配之所有供股股份將視作已遭放棄並予以註銷。

供股股份之股票及退款

預期繳足股款供股股份之股票將於二零一四年十一月五日(星期三)或之前以平郵方式寄予有權收取之人士,郵誤風險概由彼等自行承擔。

閣下將就所獲發行之全數供股股份獲發一張股票。

倘包銷商行使權利終止或取消包銷協議,或供股之條件未能達成,則就接納供股股份而言已收取之股款將會不計利息退還合資格股東或已獲有效轉讓未繳股款供股股份之其他人士,或如以聯名方式接納,則股款將不計利息退還名列首位之人士。退款支票將於二零一四年十一月五日(星期三)或之前以平郵方式寄往合資格股東之登記地址或寄予該等其他人士,郵誤風險概由彼等自行承擔。

一般資料

交回本暫定配額通知書及(如屬適用)轉讓及提名表格(已由獲發本暫定配額通知書之人士簽署)後,即確實證明交回上述文件之人士有權處理有關文件,並有權收取分拆配額函件及/或股票。

本暫定配額通知書及任何所載要約之接納均須受香港法例管轄並按其詮釋。

個人資料之收集—暫定配額通知書

填妥、簽署及交回隨附本暫定配額通知書之表格,即表示閣下同意向本公司、香港股份過戶登記分處及/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獲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,可確定本公司或香港股份過戶登記分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之資料。根據個人資料(私隱)條例,本公司及香港股份過戶登記分處有權就處理任何有關資料要求收取合理費用。就所有有關查閱資料或更正資料或查詢有關政策及慣例以及持有資料種類之要求而言,應致函本公司之主要營業地點(香港中環遮打道18號匯豐大廈25樓)或本公司根據適用法例不時作出通知之地址,註明公司秘書收,或(視情況而定)致函香港股份過戶登記分處(地址見上文),註明個人資料私隱主任收。

此致

列位合資格股東 台照

承董事會命
 勤達集團國際有限公司*
 Midas International Holdings Limited
 主席及董事總經理
 洪定豪
 謹啟

二零一四年十月十四日

* 僅供識別