



EMINENCE ENTERPRISE LIMITED 高山企業有限公司

(Incorporated in Bermuda with limited liability)
(Stock Code: 616)

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

Registered Office:
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Principal Place of Business
in Hong Kong:
Block A, 7th Floor
Hong Kong Spinners Building
Phase 6
481-483 Castle Peak Road
Cheung Sha Wan, Kowloon
Hong Kong

**RIGHTS ISSUE ON THE BASIS OF
FOUR RIGHTS SHARES FOR EVERY ONE SHARE
HELD AT THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$0.483 PER RIGHTS SHARE
PAYABLE IN FULL ON ACCEPTANCE
BY NOT LATER THAN 4:00 P.M. ON MONDAY, 3 FEBRUARY 2020**

EXCESS APPLICATION FORM

16 January 2020

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

Application can only be made by the Shareholder(s) named herein.

Total number of excess Rights Share(s) applied for

BOX A

Total subscription monies paid for the excess Rights Shares in HK\$ (rounded up to the nearest 2 decimal places)

BOX B

To: The EE Directors
EMINENCE ENTERPRISE LIMITED

Dear Sirs,

I/We, being the registered holder(s) named above of Shares, hereby irrevocably apply for excess Rights Shares (write the number of shares in Box A) at the Subscription Price of HK\$0.483 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 "**EMINENCE ENTERPRISE LIMITED**" 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 the EE Directors will allocate any excess Rights Shares (if any) at their discretion on a fair and equitable basis but will give preference to topping-up odd lots to whole board lots and on the basis set out in the Prospectus. 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 of association of and the bye-laws 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: _____ 2020 Contact telephone number: _____





EMINENCE ENTERPRISE LIMITED
高山企業有限公司
 (於百慕達註冊成立之有限公司)
 (股份代號：616)

香港股份過戶登記分處：
 卓佳秘書商務有限公司
 香港
 皇后大道東183號
 合和中心
 54樓

註冊辦事處：
 Clarendon House
 2 Church Street
 Hamilton HM 11
 Bermuda

香港主要營業地點：
 香港
 九龍長沙灣
 青山道481-483號
 香港紗廠大廈第6期
 7樓A座

按於記錄日期每持有一股股份

獲發四股供股股份之基準以認購價每股供股股份**0.483**港元進行供股

股款最遲須於二零二零年二月三日(星期一)下午四時正接納時全數繳足

額外申請表格

二零二零年一月十六日

股東的姓名／名稱及地址

只供本欄所指定的股東作出申請。

所申請額外供股股份的總數目

甲欄

額外供股股份的應繳款總額(港元)
 (約整至小數點後兩位數)

乙欄

致：高山企業有限公司
 列位EE董事 台照

敬啟者：

本人／吾等為上文列名的股份登記持有人，現不可撤回地根據供股以每股供股股份**0.483**港元的認購價申請認購(填寫股份數目於甲欄)股額外供股股份，並隨附另行繳付款項為(填寫總金額於乙欄)港元的支票或銀行本票，註明抬頭人為「**EMINENCE ENTERPRISE LIMITED**」及以「**只准入抬頭人賬戶**」劃線方式開出，作為申請認購上述數目額外供股股份須全數支付的股款。本人／吾等謹要求閣下配發予本人／吾等所申請(或任何較少數目)的額外供股股份，並按貴公司股東名冊所示之本人／吾等之地址將本人／吾等就本認購申請所獲配發的額外供股股份數目的股票及／或任何有關應退還予本人／吾等的申請款項的退款支票以平郵投遞方式寄予本人／吾等，郵誤風險概由本人／吾等自行承擔。本人／吾等明白，EE董事將按公平公正基準酌情分配任何額外供股股份(如有)，惟將優先處理為補足所持零碎股份至完整買賣單位而提出的申請，並按照供股章程所列之規定。本人／吾等確悉本人／吾等未必可獲保證配發全部或任何部份所申請認購之額外供股股份。

本人／吾等承諾接納按供股章程所載條款及在貴公司的組織章程大綱及公司細則規限下可能配發予本人／吾等的上述額外供股股份的數目。就配發予本人／吾等的任何額外供股股份而言，本人／吾等授權閣下將本人／吾等的姓名列入貴公司股東名冊作為該等供股股份的持有人。

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

申請人簽署(所有聯名申請人均須簽署)

支票／銀行本票的付款銀行名稱：_____

支票／銀行本票號碼：_____

日期：二零二零年_____月_____日

聯絡電話號碼：_____

IMPORTANT

Reference is made to the prospectus issued by EMINENCE ENTERPRISE LIMITED (the “**Company**”) dated 16 January 2020 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 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, 3 FEBRUARY 2020 (OR SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” IN THE PROSPECTUS).

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 ADVISER.

A copy of each of the Prospectus Documents, together with copies of the other documents specified in the section headed “General Information – 12. Documents delivered to the Registrar of Companies” in Appendix IV 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 adviser 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 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.

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this EAF, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this EAF.

重要提示

茲提述高山企業有限公司(「本公司」)於二零二零年一月十六日就供股刊發的供股章程(「供股章程」)。除非文義另有所指，否則供股章程所界定的詞彙與本表格所採用者具有相同涵義。

本額外申請表格(「額外申請表格」)具有價值，但不可轉讓，並僅供背頁列明且有意申請認購除暫定配發的供股股份以外的額外供股股份的股東使用。本額外申請表格應即時處理。本額外申請表格及隨附的暫定配額通知書所載的要約將於二零二零年二月三日(星期一)(或於供股章程內「惡劣天氣之影響」一段所述之有關較後日期)下午四時正截止。

閣下如對本額外申請表格的任何方面或應採取的行動有任何疑問，應諮詢閣下的持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

各供股章程文件連同供股章程附錄四「一般資料 - 12. 送呈公司註冊處處長文件」一節內所指明的其他文件，已遵照《公司(清盤及雜項條文)條例》(香港法例第32章)第342C條的規定送呈香港公司註冊處處長登記。香港公司註冊處處長、聯交所及證監會對上文所述的任何文件的內容概不負責。

股份以及未繳股款及繳足股款供股股份的買賣可通過香港結算營運的中央結算系統結算。閣下應諮詢閣下的持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以了解結算安排詳情以及有關安排可能如何影響閣下的權利及權益。

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算的股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可自未繳股款及繳足股款供股股份各自開始買賣當日或香港結算可能決定的其他日期起，在中央結算系統記存、結算及交收。聯交所參與者間於任何交易日進行的交易須於其後第二個交易日在中央結算系統進行交收。中央結算系統的一切活動均須依照不時有效的中央結算系統一般規則及中央結算系統運作程序規則進行。

香港交易及結算所有限公司、聯交所及香港結算對本額外申請表格的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本額外申請表格全部或任何部分內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

The Rights Issue is conditional upon the fulfillment of the conditions set out under the section headed “Conditions of the Rights Issue” in the “Letter from the EE Board” 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 “Conditions of the Rights Issue” in the “Letter from the EE Board” 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 9:00 a.m. on Thursday, 9 January 2020. Dealings in the Rights Shares in the nil-paid form are expected to take place from 9:00 a.m. on Monday, 20 January 2020 to 4:10 p.m. on Wednesday, 29 January 2020 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled or the Underwriting Agreement is terminated on or before 4:00 p.m. on Tuesday, 4 February 2020 or such later time and/or date as may be agreed between the Company and the Underwriter, the Rights Issue will not proceed. Any Shareholders or other persons dealing or contemplating dealing in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled (and the date on which the Underwriter’s right of termination of the Underwriting Agreement ceases), and any dealings in the nil-paid Rights Shares between 9:00 a.m. on Monday, 20 January 2020 to 4:10 p.m. on Wednesday, 29 January 2020 (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.

PROCEDURES FOR APPLICATION

This EAF should be completed, signed and lodged, together with payment by cheque or cashier’s order as to HK\$0.483 per Rights Share for the number of excess Rights Shares applied for (rounded up to the nearest 2 decimal places), with the Registrar, Tricor Secretaries 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, 3 February 2020 (or such later date as mentioned in the section headed “**Expected Timetable**” in the Prospectus). 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 “**EMINENCE ENTERPRISE LIMITED**” and crossed “**ACCOUNT PAYEE ONLY**”. All enquiries in connection with this EAF should be addressed to the Registrar, Tricor Secretaries Limited, at Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong. It should be noted that the lodging of this EAF does not assure you of being allocated any Rights Shares in excess of those of your provisional allotments.

供股須待供股章程所載之「EE董事會函件」之「供股條件」一節所載條件達成後，方告作實。

包銷協議載有條文，賦予包銷商權利於發生若干事件時終止其責任，該等事件載於供股章程「終止包銷協議」一節。倘若包銷協議並未成為無條件或根據其條款終止，則供股將不會進行。供股條件的進一步詳情，請參閱供股章程內「EE董事會函件」之「供股條件」一節。

股份已自二零二零年一月九日(星期四)上午九時正起按除權基準進行買賣。未繳股款供股股份預期將於二零二零年一月二十日(星期一)上午九時正至二零二零年一月二十九日(星期三)下午四時十分(包括首尾兩日)期間買賣。倘於二零二零年二月四日(星期二)下午四時正(或本公司與包銷商可能協定之較後時間及/或日期)或之前，供股之條件未獲達成或終止包銷協議，則供股將不會進行。任何於直至供股之全部條件獲達成當日(及包銷商終止包銷協議之權利終止當日)買賣或擬買賣股份之股東或其他人士，及任何於二零二零年一月二十日(星期一)上午九時正至二零二零年一月二十九日(星期三)下午四時十分(包括首尾兩日)期間買賣未繳股款供股股份之股東或其他人士，將須承擔供股可能不會成為無條件或可能不會進行之風險。任何買賣或擬買賣股份或未繳股款供股股份之股東或其他人士應諮詢彼等本身之專業顧問。

本額外申請表格及據此提出之所有申請均須受香港法例監管並按其詮釋。

申請手續

本額外申請表格填妥後，連同按申請額外供股股份數目支付每股供股股份**0.483**港元的款項(約整至小數點後兩位數)的支票或銀行本票，須不遲於二零二零年二月三日(星期一)(或於供股章程內「預期時間表」一節所述之有關較後日期)下午四時正前交回登記處卓佳秘書商務有限公司(地址為香港皇后大道東**183**號合和中心**54**樓)。所有股款須以港元繳付並以香港持牌銀行戶口開出的支票或以香港持牌銀行發出的銀行本票支付並均須註明抬頭人為「**EMINENCE ENTERPRISE LIMITED**」並以「**只准入抬頭人賬戶**」劃線方式開出。所有有關本額外申請表格的查詢均須寄交登記處卓佳秘書商務有限公司(地址為香港皇后大道東**183**號合和中心**54**樓)。應注意，交回本額外申請表格並不保證閣下將獲配發超出閣下暫定配額之任何供股股份。

All cheques and bank's cashier orders will be presented for payment immediately upon receipt and all interest earned on such application monies (if any) will be retained for the benefit of the Company. Completion and return of this form together with a cheque or cashier's order in payment for the excess Rights Shares applied for will constitute a warranty by you that the cheque or cashier's order will be honoured on first presentation. If any cheque or cashier's order accompanying this form is dishonored on first presentation, this form is liable to be rejected. You must pay the exact amount payable upon application for the excess Rights Shares, and underpaid applications may be rejected.

The Company will notify the Shareholders the allocation results of the excess application for Rights Shares on Monday, 10 February 2020 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 by ordinary post at your own risk on or before Tuesday, 11 February 2020. 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, 11 February 2020. Any such cheque(s) will be drawn in favour of the person named on this form (or in case of joint applicants, the first-named applicant). It is expected that certificates in respect of the excess Rights Shares will be posted on or before Tuesday, 11 February 2020. All applicants, except HKSCC Nominees Limited, will receive one share certificate for the Rights Shares allotted to them.

DISTRIBUTION OF THIS EAF AND THE OTHER PROSPECTUS DOCUMENTS

This EAF is being sent only to the 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.

The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that in doing so would violate the applicable securities legislations or other laws or regulations of any jurisdiction. No application for Right Shares will be accepted from the Overseas Shareholder(s) (if any).

It is the responsibility of anyone outside Hong Kong wishing to make 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 applicant will be deemed to have given a warranty to the Company and the Underwriter that these local registration, legal and regulatory requirements have been fully complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. If you are in any doubt as to your position, you should consult your professional advisers.

所有支票及銀行本票將於收到後隨即兌現，而有關股款所賺取之全部利息(如有)將撥歸本公司所有。填妥並交回本表格連同支票或銀行本票支付所申請的額外供股股份將構成你的保證支票或銀行本票將於首次過戶時兌現。倘隨附本表格之支票或銀行本票於首次過戶時未能兌現，有關額外供股申請會遭被拒絕受理。閣下須於申請額外供股股份時支付應付準確金額，支付金額不足的申請可能遭拒絕受理。

本公司將於二零二零年二月十日(星期一)以公告方式通知股東額外申請供股股份之配發結果。倘閣下未獲配發額外供股股份，則預期於申請時繳付之股款將會以退款支票退還予閣下，退款支票預期將於二零二零年二月十一日(星期二)或之前以平郵郵寄予閣下，郵誤風險概由閣下自行承擔。倘閣下獲配發之額外供股股份少於所申請之數目，則多出之申請股款將會以退款支票退還予閣下，退款支票預期將於二零二零年二月十一日(星期二)或之前以平郵郵寄予閣下，郵誤風險概由閣下自行承擔。任何上述支票將以名列本表格之人士(或倘為聯名申請人，則為名列首位人士)為收款人。額外供股股份之股票預期將於二零二零年二月十一日(星期二)或之前寄出。所有申請人(香港中央結算(代理人)有限公司除外)將會就其供股股份之配額獲發一張股票。

派發本額外申請表格及其他供股章程文件

本額外申請表格只向股東寄發。供股章程文件並無且將不會根據香港以外任何司法權區之任何適用證券法例進行登記。

本公司並無採取任何行動，以批准在香港以外任何地區提呈發售供股股份或派發供股章程文件。因此，任何人士如在香港以外任何地區接獲任何供股章程文件副本，除非在該地區可合法提呈有關要約或邀請而毋須遵守其任何登記或其他法律或監管規定，否則不可視作提呈申請額外供股股份之要約或邀請。

倘本公司相信接納任何認購供股股份之申請會觸犯任何司法權區之適用證券或其他法例或規例，則本公司保留拒絕接納有關申請之權利。本公司不會接納海外股東(如有)之供股股份之申請。

任何身處香港以外地區之人士如有意申請供股股份，必須確保本身全面遵守有關司法權區之適用法律及規例，包括取得任何政府或其他方面同意及繳付任何稅項及徵費。填妥、簽署及交回本額外申請表格後，供股股份之每名申請人將被視為已向本公司及包銷商保證，彼等已全面遵守該等當地註冊、法律及監管規定。為免生疑問，香港結算及香港中央結算(代理人)有限公司概不受限於上述任何聲明及保證。倘閣下對本身之情況有任何疑問，應諮詢閣下之專業顧問。

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter may terminate the Underwriting Agreement by notice in writing given to the Company at any time prior to the Latest Time for Termination of the Underwriting Agreement, if, prior to the Latest Time for Termination of the Underwriting Agreement:

- (a) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (i) 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 absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the EE Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (ii) 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 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 EE Group as a whole; or
 - (iii) 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 EE Group as a whole; or
- (b) 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 this purpose 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 absolute opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (c) the Prospectus when published contains information (either as to business prospects or the condition of the EE 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 EE Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue.

In addition, the Underwriter has the right to terminate the Underwriting Agreement if any material breach of the warranties under the Underwriting Agreement comes to the knowledge of the Underwriter. If it does so the Rights Issue will not proceed.

終止包銷協議

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

- (a) 包銷商全權認為，下列事項將對供股的順利進行構成重大不利影響：
- (i) 頒佈任何新法規或現有的法例或法規(或其司法詮釋)出現任何變動，或出現包銷商全權認為會對EE集團整體業務或財務或營業狀況或前景造成重大不利影響或就供股而言屬於重大不利的任何其他性質事件；或
 - (ii) 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的事件或變動(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的連串事件或變動的一部份)，而包銷商全權認為該等事件或變動足以對EE集團整體業務或財務或營業狀況或前景造成重大不利影響；或
 - (iii) 任何天災、戰爭、暴亂、動亂、騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工，而包銷商全權認為足以對EE集團的整體業務或財務或營業狀況或前景造成重大不利影響；或
- (b) 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，以及就本條款而言，貨幣狀況出現變動，包括香港幣值與美國幣值掛鈎的制度出現變化)，而包銷商全權認為不宜或不利於進行供股；或
- (c) 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的資料(不論有關EE集團的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)，而包銷商全權認為於供股完成後對EE集團整體屬於重大並會對供股的順利進行造成重大不利影響。

此外，如包銷商獲悉包銷協議項下的保證被嚴重違反，包銷商有權終止包銷協議。供股將因此而不會進行。

GENERAL

All documents, including refund cheques (if any), will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto to their registered addresses kept by the Registrar.

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, applicants 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 them or the person(s) for whose benefit applicants 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 Block A, 7th Floor, Hong Kong Spinners Building, Phase 6, 481–483 Castle Peak Road, Cheung Sha Wan, Kowloon, 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) 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 REMITTANCES

一般事項

所有文件(包括退款支票(如有))將以普通郵遞方式由過戶處按有關申請人或其他應得人士之登記地址寄發予彼等，郵誤風險概由彼等承擔。

除另有說明者外，本額外申請表格內所提及之時間及日期為香港時間及日期。

填妥、簽署及交回本額外申請表格，即表示申請人同意向本公司及／或登記處及／或彼等各自的顧問及代理披露個人資料及彼等所需而有關彼等或申請人為彼等利益而申請額外供股股份的人士的任何資料。《個人資料(私隱)條例》(香港法例第486章)(「該條例」)給予證券持有人權利可確定本公司或登記處是否持有其個人資料，索取有關資料的副本，以及改正任何不準確的資料。根據該條例，本公司及登記處有權就處理任何查閱資料的要求收取合理費用。有關查閱資料或改正資料或有關政策及慣例以及持有資料種類的資料的所有要求，應寄往(i)本公司主要營業地點(地址為香港九龍長沙灣青山道481-483號香港紗廠大廈第6期7樓A座)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)於上文所示地址的登記處。

每份申請須隨附獨立開出的支票或銀行本票
本公司將不另發股款收據

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