



China Zenith Chemical Group Limited

中國天化工集團有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(於開曼群島註冊成立並於百慕達存續之有限公司)

(Stock Code: 362)

(股份代號: 362)

Hong Kong Branch
Share Registrar and
Transfer Office:
Tricor Tengis Limited
17/F, Far East Finance Centre
16 Harcourt Road
Hong Kong

**RIGHTS ISSUE ON THE BASIS OF
FIVE (5) RIGHTS SHARES FOR
EVERY TWO (2) SHARES
HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$0.20
PER RIGHTS SHARE PAYABLE IN FULL
ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON MONDAY, 16 JANUARY 2023
EXCESS APPLICATION FORM**

Registered Office:
Victoria Place, 5th Floor
31 Victoria Street
Hamilton HM10
Bermuda

Head Office and
Principal Place of
Business in Hong Kong:
Room 4007, 40/F
China Resources Building
26 Harbour Road
Wanchai
Hong Kong

30 December 2022

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

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

Total number of excess Rights Share(s) Applied

Box A

Total subscription monies paid for the excess Rights Shares in HK\$

Box B

To: The Directors,
China Zenith Chemical Group Limited

Excess Application Form No.

Dear Sirs and Madams,

I/We, being the Qualifying Shareholder(s) named above, hereby irrevocably apply for the number of excess Rights Share(s) specified in Box A at the Subscription Price of HK\$0.20 per Rights Share under the Rights Issue, in respect of which I/we enclose a separate remittance by cheque or banker's cashier order in favour of "China Zenith Chemical Group Limited – Excess Application Account" and crossed "Account Payee Only" issued for the amount as specified in Box B being the 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 the address shown above 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 surplus application monies refundable to me/us. I/We understand that allotments in respect of this application shall be made at the sole discretion of the Directors on a fair and equitable basis on certain principles as set out in the Prospectus. I/We acknowledge that I am/we are not guaranteed to be allotted 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 Bye-laws of the Company. In respect of any excess Rights Shares allotted to me/us, I/we authorise you to place my/our name(s) on the register of members of the Company as holder(s) of such excess Rights Shares.

1. 2. 3. 4.

Signature(s) of applicant(s) (all joint applicants must sign)

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

Cheque/banker's
cashier order number: _____

Date: _____

Contact Tel No.: _____

**A SEPARATE CHEQUE OR BANKER'S CASHIER ORDER MUST ACCOMPANY EACH APPLICATION
NO RECEIPT WILL BE GIVEN FOR REMITTANCE**



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(Stock Code: 362)

(股份代號: 362)

香港股份過戶登記分處：
卓佳登捷時有限公司
香港
夏愨道16號
遠東金融中心17樓

按於記錄日期每持有兩(2)股股份
可獲發五(5)股供股股份之基準
以每股供股股份0.20港元之認購價
進行供股
股款須不遲於二零二三年一月十六日(星期一)
下午四時正接納時繳足
額外申請表格

註冊辦事處：
Victoria Place, 5th Floor
31 Victoria Street
Hamilton HM10
Bermuda

總辦事處及
香港主要營業地點：
香港
灣仔
港灣道26號
華潤大廈
40樓4007室
二零二二年十二月三十日

合資格股東姓名及地址

只供本欄所指定之合資格股東作出申請。

所申請額外供股股份之總數目

甲欄

額外供股股份之應繳認購股款總額
(港元)

乙欄

致：中國天化工集團有限公司
列位董事 台照

額外申請表格編號：

敬啟者：

本人／吾等為名列上欄之合資格股東，謹此不可撤回地根據供股以每股供股股份0.20港元之認購價申請認購甲欄指定數目之額外供股股份，而本人／吾等就此附上以「China Zenith Chemical Group Limited – Excess Application Account」為收款人，並以「只准入抬頭人賬戶」劃線方式獨立開出之支票或銀行本票，以繳付乙欄指定申請上述額外供股股份數目的全數股款。

本人／吾等謹要求閣下向本人／吾等配發所申請(或任何較少數目)之額外供股股份，並按上列地址將本人／吾等就本申請可能獲配發之額外供股股份數目之股票及／或任何有關應退還予本人／吾等之多出申請股款之退款支票以普通郵寄方式寄予本人／吾等，郵誤風險概由本人／吾等自行承擔。本人／吾等明白，董事將根據供股章程所載若干原則按公平公正基準全權酌情就本申請進行配發。本人／吾等知悉，本人／吾等不獲保證可獲配發任何所申請之額外供股股份。

本人／吾等承諾接納按供股章程所載條款及在貴公司細則之規限下可能配發予本人／吾等之上述額外供股股份數目。就配發予本人／吾等之任何額外供股股份而言，本人／吾等授權閣下將本人／吾等之姓名列入貴公司股東名冊作為該等額外供股股份之持有人。

1.

2.

3.

4.

申請人簽署(所有聯名申請人均須簽署)

支票／銀行本票之付款銀行名稱：_____

支票／銀行本票號碼：_____

日期：_____

聯絡電話號碼：_____

每份申請表格須隨附一張獨立開出之支票或銀行本票

本公司將不會發出股款收據

IMPORTANT

Reference is made to the prospectus issued by China Zenith Chemical Group Limited (the “Company”) dated 30 December 2022 in relation to the Rights Issue (the “Prospectus”). The PAL and EAF should be read in conjunction with the Prospectus. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS EXCESS APPLICATION FORM (“EAF”) OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, LICENSED DEALER IN SECURITIES OR REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.

THIS EAF IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE QUALIFYING SHAREHOLDER(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR THE EXCESS RIGHTS SHARES IN ADDITION TO THOSE RIGHTS SHARES ENTITLED BY HIM/HER/IT/THEM UNDER THE RIGHTS ISSUE. THIS EAF REQUIRES YOUR IMMEDIATE ATTENTION. APPLICATION MUST BE RECEIVED BY NOT LATER THAN 4:00 P.M. ON MONDAY, 16 JANUARY 2023 (OR UNDER BAD WEATHER CONDITIONS AND/OR EXTREME CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES” BELOW).

A copy of this EAF, together with a copy of the Prospectus, the PAL and other documents specified in the paragraph headed “GENERAL INFORMATION – 14. DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES” in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong as required by Section 342C of the Companies (WUMP) 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 these documents.

Dealings in the Shares and the Rights Shares in both their nil-paid form and fully-paid form may be settled through CCASS and you should consult your stockbroker, licensed dealer in securities, registered institution in securities, bank manager, solicitor, professional accountant or other professional advisers for details of these settlement arrangements and how such arrangements may affect your rights and interests.

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.

PROCEDURES FOR APPLICATION

This EAF should be completed, signed and lodged, together with payment of HK\$0.20 per Rights Share for the number of excess Rights Shares applied for by cheque or banker’s cashier order, with the Registrar, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong by not later than 4:00 p.m. on Monday, 16 January 2023 (or, under bad weather conditions and/or extreme conditions, such later date or time as mentioned in the paragraph headed “EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES” below). All remittances must be made by cheques or banker’s cashier orders 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 “China Zenith Chemical Group Limited – Excess Application Account” and crossed “Account Payee Only”.

Completion and return of this EAF together with a cheque or banker’s cashier order in payment for the excess Rights Shares applied for will constitute a warranty by the applicant(s) that the cheques or banker’s cashier orders will be honoured on first presentation. All cheques and banker’s cashier orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Without prejudice to the other rights of the Company in respect hereof, the Company reserves the right to reject any EAF in respect of which the accompanying cheque or banker’s cashier order is not honoured on first presentation, and in that event, this EAF and all rights hereunder will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application under this EAF, any underpaid application will be rejected. The Company may, at its discretion, treat an EAF as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the EAF is not completed in accordance with the relevant instructions. The Company may require such incomplete EAF to be completed by the relevant applicants at a later stage.

An announcement of the allocation of the excess Rights Shares (if any) to the Qualifying Shareholders, results of acceptance of and excess applications for the Rights Issue will be published on the websites of the Stock Exchange and the Company on Thursday, 26 January 2023. You will be notified of any allotment of excess Rights Shares made to you. If no excess Rights Shares are allotted to you, the amount tendered on application is expected to be returned by refund cheque to you in full without interest by ordinary post by the Registrar at your own risk on or before Friday, 27 January 2023. If the number of excess Rights Shares allotted to you is fewer than that applied for, the surplus application monies without interest are also expected to be returned by refund cheque to you by ordinary post by the Registrar at your own risk on or before Friday, 27 January 2023. Any such cheque will be drawn in favour of the applicant(s) named on this EAF. It is expected that share certificates in respect of the Rights Shares will be despatched by ordinary post to the registered address shown in this EAF on or before Friday, 27 January 2023 to those entitled thereto at their own risks. One share certificate will be issued for all the Rights Shares allotted to an applicant.

重要提示

茲提述中國天化工集團有限公司(「**本公司**」)就供股刊發日期為二零二二年十二月三十日之供股章程(「**供股章程**」)。暫定配額通知書及額外申請表格應與供股章程一併閱覽。除文義另有所指外，本額外申請表格所用詞彙與供股章程所界定者具有相同涵義。

閣下如對本額外申請表格(「**額外申請表格**」)任何方面或應採取之行動有任何疑問，應諮詢閣下之股票經紀、持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

本額外申請表格具有價值惟不可轉讓，並僅供名列下文並有意申請其根據供股有權享有之供股股份以外之額外供股股份之合資格股東使用。本額外申請表格應即時處理。有關申請須不遲於二零二三年一月十六日(星期一)下午四時正(或於惡劣天氣及／或極端情況下根據下文「惡劣天氣或極端情況對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響」一段所述之較後日期或時間)送達。

本額外申請表格之文本連同供股章程、暫定配額通知書以及供股章程附錄三「一般資料－14.呈交公司註冊處處長之文件」一段所述其他文件之文本，已按香港法例第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進行登記。香港公司註冊處處長、聯交所及證監會對任何此等文件之內容概不負責。

股份以及未繳股款及繳足股款供股股份之買賣可透過中央結算系統交收，務請諮詢閣下之股票經紀、持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問，以了解有關交收安排及該等安排對閣下權利及權益之影響之詳情。

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之任何損失承擔任何責任。

申請手續

本額外申請表格經填妥及簽署後，連同所申請額外供股股份數目之每股供股股份0.20港元股款的支票或銀行本票，須不遲於二零二三年一月十六日(星期一)下午四時正(或於惡劣天氣及／或極端情況下根據下文「惡劣天氣或極端情況對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響」一段所述之較後日期或時間)送達過戶處卓佳登捷時有限公司(地址為香港夏慤道16號遠東金融中心17樓)。所有股款須以港元支票或銀行本票繳付。支票須由香港持牌銀行賬戶開出，而銀行本票須由香港持牌銀行賬戶發出，以「**China Zenith Chemical Group Limited – Excess Application Account**」為收款人，並以「**只准入抬頭人賬戶**」劃線方式開出。

填妥及交回本額外申請表格連同繳付所申請額外供股股份之股款之支票或銀行本票將構成申請人作出保證，表示該支票或銀行本票於首次過戶時將會兌現。所有支票及銀行本票收訖後將隨即過戶，而有關款項賺取的利息(如有)將撥歸本公司所有。於任何額外申請表格隨附支票或銀行本票首次過戶未能兌現時，在不影響本公司與此有關之其他權利之情況下，本公司保留拒絕有關表格之權利，而本額外申請表格及其項下所有權利於有關情況下將被視為已遭拒絕及將予註銷。閣下根據本額外申請表格作出申請時須繳付準確股款金額，任何未繳足股款申請將不獲受理。本公司可全權酌情將未有按照有關指示填妥之額外申請表格視作有效及對交回有關表格或代表其交回有關表格之人士具有約束力。本公司可於較後階段要求相關申請人將未填妥之額外申請表格填妥。

有關向合資格股東配發額外供股股份(如有)、供股之接納及額外申請結果之公告將於二零二三年一月二十六日(星期四)在聯交所及本公司網站刊載。閣下將獲通知獲配發之額外供股股份數目。倘閣下不獲配發任何額外供股股份，則於申請時繳付之股款將不計利息以退款支票向閣下全數退還，退款支票預期於二零二三年一月二十七日(星期五)或之前以普通郵寄方式由過戶處郵寄予閣下，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數目少於所申請之數目，則多出之申請股款亦將不計利息以退款支票向閣下退還，退款支票預期將於二零二三年一月二十七日(星期五)或之前以普通郵寄方式由過戶處郵寄予閣下，郵誤風險概由閣下自行承擔。任何上述支票將以名列本額外申請表格之申請人為收款人。預期供股股份之股票將於二零二三年一月二十七日(星期五)或之前以普通郵寄方式寄發至本額外申請表格所示有權享有供股股份之人士之登記地址，郵誤風險概由彼等自行承擔。每名申請人將就向其配發之所有供股股份獲發一張股票。

The Rights Issue is subject to the fulfilment and/or waiver (where applicable) of the conditions set out under the section headed “Letter from the Board – THE UNDERWRITING AGREEMENT – Conditions precedent of the Underwriting Agreement” in the Prospectus. If any of the conditions precedent of the Underwriting Agreement is not fulfilled or waived (where applicable), at or before 4:00 p.m. on Tuesday, 17 January 2023 (or such other date as the Company and the Underwriter may agree in writing), the Rights Issue will not proceed.

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 Underwriter terminates the Underwriting Agreement or any of the conditions precedent of the Rights Issue is not fulfilled or waived (as applicable) at or before 4:00 p.m. on Tuesday, 17 January 2023 (or such other date as the Company and the Underwriter may agree in writing), the Rights Issue will not proceed.

The Rights Issue is only underwritten on a best effort basis and is not on a fully underwritten basis. In the event of under-subscription, any Rights Shares not taken up by the Qualifying Shareholders whether under PAL(s) or EAF(s), or transferees of nil-paid Rights Shares, and not subscribed by subscribers procured by the Underwriter will not be issued, and hence, the size of the Rights Issue will be reduced accordingly.

Subject to the granting of the listing of, and the 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 requirements 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 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 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.

In case of any inconsistency between the English and Chinese versions of this EAF, the English version will prevail.

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

DISTRIBUTION OF THIS EAF AND THE OTHER RIGHTS ISSUE DOCUMENTS

This EAF shall only be sent to the Qualifying Shareholders. The Rights Issue Documents will not be registered or filed under the applicable securities legislation of any jurisdiction other than Hong Kong.

No action has been taken to permit the offering of the Rights Shares, or the distribution of the Rights Issue Documents, in any territory other than Hong Kong. Accordingly, no person receiving a copy of any of the Rights Issue Documents in any territory outside Hong Kong may treat it as an offer or invitation to apply for excess Rights Shares, unless in a territory such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof.

It is the responsibility of the Qualifying Shareholders outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself before acquiring any rights to subscribe for the Rights Shares 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 connected therewith. Any acceptance of or application for excess Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been fully complied with. If you are in doubt as to your position, you should consult your own professional advisers. The Company reserves the right to refuse to accept any application for the excess Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.

SCALE-DOWN MECHANISMS

To avoid the unwitting triggering of MGO Obligations, all applications for Rights Shares under the PAL(s), or by transferees of nil-paid Rights Shares, or by subscribers procured by the Underwriter will be made on the basis that the applications are to be scaled-down by the Company to a level which does not trigger an MGO Obligation on the part of the applicant or parties acting in concert with him/her/it. Any subscription monies for the Scale-down PAL Shares will be refunded to the applicants, and the Scale-down PAL Shares will be made available for subscription by other Qualifying Shareholders through the EAF(s).

In addition, under and/or pursuant to the Scaling-down, any application for Rights Shares, whether under the PAL(s) or the EAF(s), shall be subject to the scale-down mechanisms of the Rights Issue as determined by the Company to levels which do not trigger any MGO Obligation. Such scale-down of applications of Rights Shares shall operate on a fair and equitable basis under the following principle: where the scale-down is necessitated by the exceeding of shareholding by a group rather than an individual shareholder, the allocations of PAL(s) to members of the affected group should be made on a pro rata basis by reference to the number of Shares held by the affected applicants on the Record Date, but for the avoidance of any doubt, any or any such onward allocation(s) shall be subject to the Scaling-down as well.

供股須待供股章程「董事會函件－包銷協議－包銷協議之先決條件」一節所載條件獲達成及／或豁免(倘適用)後方告作實。倘包銷協議之任何條件於二零二三年一月十七日(星期二)下午四時正(或本公司及包銷商可能書面協定的有關其他日期)或之前未獲達成或豁免(倘適用)，則供股將不會進行。

包銷協議載有條文賦予包銷商權利在供股章程「終止包銷協議」一節所述之若干事件發生之情況下終止其責任。倘於二零二三年一月十七日(星期二)下午四時正(或本公司及包銷商可能書面協定的有關其他日期)或之前，包銷商終止包銷協議或供股之任何先決條件未獲達成或豁免(倘適用)，則供股將不會進行。

供股僅按竭誠基準而非按全數包銷基準獲包銷。倘認購不足，本公司將不會發行任何未獲合資格股東(不論根據暫定配額通知書或額外申請表格)或未繳股款供股股份的受讓人承購，且未獲包銷商促使之認購人認購之供股股份，因此，供股的規模將相應縮減。

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後，及在符合香港結算之股份收納規定的前提下，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，可由未繳股款及繳足股款供股股份分別於聯交所開始買賣日期或由香港結算決定之其他日期起，於中央結算系統寄存、結算及交收。聯交所參與者之間在任何交易日進行之交易，須於其後的第二個交易日在中央結算系統交收。所有中央結算系統活動均須遵守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。

倘本額外申請表格之中英文版本有任何歧義，概以英文版本為準。

本額外申請表格及據此作出的所有申請均受香港法例規管及按其詮釋。

派發本額外申請表格及其他供股文件

本額外申請表格僅向合資格股東寄發。供股文件將不會根據香港以外任何司法權區之適用證券法例進行登記或存檔。

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文件。因此，倘任何人士在香港以外任何地區接獲任何供股文件之文本，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。

於香港以外地區有意申請供股股份之合資格股東，須於取得認購供股股份之任何權利前自行遵守相關地區之法例及規例(包括取得任何政府或其他同意及就此繳付任何有關司法權區規定須繳付之稅項及徵費)。任何人士就額外供股股份之接納或申請將被視為構成有關人士向本公司之聲明及保證，表示有關當地法律及規定已獲全面遵守。閣下如對自身的情況有任何疑問，應諮詢閣下之專業顧問。倘本公司相信接納額外供股股份的任何申請將會觸犯任何司法權區之適用證券法例或其他法律或規例，則本公司保留拒絕接納有關申請的權利。為免生疑問，香港結算或香港中央結算(代理人)有限公司概不作出任何上述聲明及保證或受其規限。

縮減機制

為避免無意引致強制全面要約責任，根據暫定配額通知書或由未繳股款供股股份之受讓人或由包銷商促使之認購人作出之全部供股股份申請，均將根據該等申請由本公司縮減至不會引致申請人或與其一致行動人士一方之強制全面要約責任之水平之基準進行。任何縮減暫定配額通知書股份之認購款項將會退還予申請人，而其他合資格股東可透過額外申請表格認購該等縮減暫定配額通知書股份。

此外，依照及／或根據縮減機制，申請供股股份(無論根據暫定配額通知書或額外申請表格)須按照本公司釐定之供股縮減機制縮減至不會引致任何強制全面要約責任之水平。供股股份申請之有關縮減須根據以下原則按公平平等基準進行：倘由於一組而非個別股東之持股量超額而需縮減，則應參照受影響申請人於記錄日期所持有股份數目按比例基準為受影響組別之成員分配暫定配額通知書項下申請份額，但為避免任何疑問，任何或任何此類後續分配亦應按比例縮減。

TERMINATION OF THE UNDERWRITING AGREEMENT

Pursuant to the Underwriting Agreement, the Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company by the Underwriter at any time prior to the Latest Time for Termination with immediate effect if:

- (i) 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 law or 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 affects 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 (whether or not ejusdem generis 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 absolute opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (ii) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction on trading in securities) occurs which in the absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (iii) there is any change in the circumstances of the Company or any member of the Group which in the absolute opinion of the Underwriter will adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any of member of the Group or the destruction of any material asset of the Group; or
- (iv) other than coronavirus disease 2019 (COVID-19), any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion or unrest, fire, flood, explosion, epidemic, pandemic, terrorism, strike or lock-out which would, in the absolute opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole; or
- (v) there occurs any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not ejusdem generis with any of the foregoing; or
- (vi) any matter which, had it arisen or been discovered immediately before the Posting Date and not having been disclosed in the Rights Issue Documents, would have constituted, a material omission in the context of the Rights Issue; or
- (vii) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than twenty (20) consecutive Trading Days otherwise than due to or in connection with or in relation to the Underwriting Agreement and/or the Rights Issue and excluding any suspension in connection with the clearance of the Announcement or other matters in connection with the Underwriting Agreement and/or the Rights Issue; or
- (viii) the Rights Issue Documents 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 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 be entitled by a notice in writing to the Company, served on or prior to the Latest Time for Termination, to terminate the Underwriting Agreement and the Rights Issue shall not proceed.

Upon termination pursuant to the terms of the Underwriting Agreement, the obligations of the Underwriter thereunder (save for certain exceptions) shall cease and determine and no party under the Underwriting Agreement shall have any claim against the other party under the Underwriting Agreement for costs, damages, compensation or otherwise save for any antecedent breaches.

終止包銷協議

根據包銷協議，包銷商可於最後終止時限前的任何時間通過包銷商向本公司發出的書面通知終止包銷協議中規定的安排，倘：

- (i) 包銷商全權認為，供股之成功進行將受到下列事件之重大不利影響：
 - (a) 頒佈任何新法例或法規或現時之法例或法規(或其有關司法詮釋)出現任何變動或出現任何其他事件(不論其性質)，而包銷商全權認為令本集團之整體業務或財務或經營狀況或前景受到重大不利影響，或對供股造成重大不利影響；或
 - (b) 任何地方、國家或國際間發生有關政治、軍事、金融、經濟或其他性質(無論是否與任何上述者屬同一類別)之事件或變動(無論是否在包銷協議日期之前及/或之後發生或持續發生之一連串事件或變動其中一部分)，或任何地方、國家或國際間爆發敵對衝突或武裝衝突或衝突升級，或發生可影響本地證券市場之事件，而包銷商全權認為可能令本集團整體業務或財政或經營狀況或前景受到重大不利影響或令供股之成功進行受到重大不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (ii) 市場狀況出現任何不利變動(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、證券買賣被暫停或受到重大限制)，而包銷商全權認為可能對供股之成功進行造成重大不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (iii) 本公司或本集團任何成員公司之情況出現任何變動，而包銷商全權認為將令本公司之前景受到不利影響，包括(但不限於上述一般性情況)本集團任何成員公司被申請清盤或通過決議案清盤或結業或出現類似事件或本集團任何重大資產被損毀；或
- (iv) 除2019冠狀病毒病(COVID-19)外，任何不可抗力事件，包括(但不限於其一般性情況)任何天災、戰爭、暴動、動亂、騷亂或動盪、火災、水災、爆炸、疫症、流行病、恐怖活動、罷工或停工，而包銷商全權認為將令本集團整體業務或財政或經營狀況或前景受到重大不利影響；或
- (v) 出現有關本集團整體業務或財務或經營狀況或前景的任何其他重大不利變動(無論是否與上述任何一項屬同一類別)；或
- (vi) 倘於緊接寄發日期前出現或發現將對供股構成重大遺漏，而並無於供股文件內披露的任何事件；或
- (vii) 聯交所二十(20)個連續交易日以上全面暫停證券買賣或暫停本公司證券之買賣(因或與包銷協議及/或供股相關者及涉及審批有關包銷協議及/或供股的該公告或其他事宜而暫停買賣者則除外)；或
- (viii) 供股文件刊發時載有於包銷協議日期之前未經本公司公開宣佈或刊發之資料(不論是關於本集團之業務前景或狀況或關於本集團遵守任何法例或上市規則或任何適用規例)，而有關資料在供股完成後對本集團整體而言屬重大，並很可能對成功進行供股造成重大不利影響，

包銷商有權可於最後終止時限或之前向本公司發出書面通知終止包銷協議及供股將不會進行。

根據包銷協議之條款終止後，包銷商於包銷協議下之責任(除若干例外情況)將告終止及完結，除先前違約的情況外，包銷協議下的任何訂約方均不得對另一方申索任何費用、損害賠償、補償或其他責任。

The Underwriter shall be entitled by notice in writing to the Company to rescind the Underwriting Agreement if, prior to the Latest Time for Termination:

- (i) any material breach of any of the representations, warranties or undertakings as specified in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (ii) any Specified Event comes to the knowledge of the Underwriter.

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination.

If the Underwriters terminate the Underwriting Agreement, the Rights Issue will not proceed. A further announcement would be made by the Company if the Underwriting Agreement is terminated by the Underwriters.

EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES

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 a tropical cyclone warning signal no. 8 or above, or a “black” rainstorm warning or “extreme conditions” caused by super typhoon issued by the Hong Kong Observatory:

- (a) in force in Hong Kong at any time before 12:00 noon and no longer in force after 12:00 noon on the Final Acceptance Date. Instead 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
- (b) in force in Hong Kong at any time between 12:00 noon and 4:00 p.m. on the Final Acceptance Date. Instead 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 at any time between 9:00 a.m. and 4:00 p.m..

If the Latest Time for Acceptance does not take place at or before 4:00 p.m. on Monday, 16 January 2023, the dates mentioned herein may be affected. The Company will notify the Shareholders by way of announcement(s) on any change to the expected timetable of the Rights Issue as soon as practicable.

GENERAL

References in this EAF to times and dates are to Hong Kong times and dates unless otherwise stated.

PERSONAL DATA COLLECTION – EAF

By completing, signing and submitting this EAF, you agree to disclose to the Company and/or the Registrar and/or their respective advisers and agent’s personal data and any information which they require about you or the person(s) for whose benefit you have made the application for excess Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Ordinance**”) provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to (i) the Company, at its registered office in Hong Kong at Room 4007, 40/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company; or (ii) (as the case may be) the Registrar at its address set out above for the attention of Privacy Compliance Officer.

**A SEPARATE CHEQUE OR BANKER’S CASHIER ORDER MUST ACCOMPANY EACH APPLICATION
NO RECEIPT WILL BE GIVEN FOR REMITTANCE**

倘於最後終止時限前發生以下事項，包銷商有權向本公司發出書面通知，撤回包銷協議：

- (i) 包銷商得悉包銷協議中列明的任何陳述、保證或承諾有任何重大違反；或
- (ii) 包銷商得悉任何指定事件。

包銷商應在最後終止時限前送達任何該等通知。

倘包銷商終止包銷協議，則將不會進行供股。倘包銷商終止包銷協議，本公司將另行作出公告。

惡劣天氣或極端情況對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響

倘八號或以上熱帶氣旋警告信號、「黑色」暴雨警告或香港天文台發出超強颱風引起之「極端情況」，則接納及支付供股股份及申請及支付超額供股股份的最後接納時限將不會發生：

- (a) 於最後接納日期中午十二時正前的任何時間於香港生效，並於中午十二時正後不再生效。相反，接納及支付供股股份以及申請及支付超額供股股份的最後時限將延長至同一營業日下午五時正；或
- (b) 於最後接納日期中午十二時正至下午四時正期間的任何時間於香港生效。相反，接納及支付供股股份以及申請及支付超額供股股份的最後時限將重新安排至下一營業日，該營業日於上午九時正至下午四時正期間的任何時間均無上述任何警告。

倘最後接納時限並非在二零二三年一月十六日(星期一)下午四時正或之前發生，則本文所述之日期可能受到影響。本公司將就供股之預期時間表之任何變動在實際可行的情況下盡快以公告之方式通知股東。

一般事項

除另有指明外，本額外申請表格所提述之時間及日期均為香港時間及日期。

個人資料收集－額外申請表格

閣下填妥、簽署及交回本額外申請表格，即表示同意向本公司及／或過戶處及／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申請額外供股股份的人士之任何資料。香港法例第486章個人資料(私隱)條例(「該條例」)賦予證券持有人權利向本公司或過戶處確定是否持有彼等之個人資料、索取有關資料之文本及更正任何不準確之資料。根據該條例，本公司及過戶處有權就處理任何查閱資料之要求收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往(i)本公司(註冊地址為香港灣仔港灣道26號華潤大廈40樓4007室，或根據適用法律不時作出通知之地點)並以公司秘書為收件人，或(ii)(視情況而定)過戶處(上文所示地址)並以私隱合規主任為收件人。

每份申請表格須隨附一張獨立開出之支票或銀行本票
本公司將不會發出股款收據

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