Registered office:

P.O. Box 2681

North Point Hong Kong

29 July 2025

Cricket Square, Hutchins Drive

**Principal office in Hong Kong:** 31/F., 148 Electric Road

Grand Cayman KY1-1111 Cayman Islands

Hong Kong Branch Share Registrar and transfer office

Boardroom Share Registrars (HK) Limited 2103B, 21/F, 148 Electric Road, North Point, Hong Kong

Name of bank on which

Date: \_\_\_

cheque/cashier's order is drawn:

\_\_\_\_\_2025



# Lvji Technology Holdings Inc. 驢跡科技控股有限公司

(Incorporated in the Cayman Islands with limited liability)
(Stock code: 1745)

RIGHTS ISSUE ON THE BASIS OF
ONE (1) RIGHTS SHARE
FOR EVERY TWO (2) EXISTING SHARES
HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE
OF HK\$0.18 PER RIGHTS SHARE
PAYABLE IN FULL ON ACCEPTANCE BY
NO LATER THAN 4:00 P.M. ON TUESDAY, 12 AUGUST 2025

PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON TUESDAY, 12 AUGUST 2025							
EXCESS APPLICATION FORM							
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\$#						
	Вох В						
	Subscription monies should be rounded up to 2 decimal points  **  **  **  **  **  **  **  **  **						
To: The Directors,  Lvji Technology Holdings Inc.							
Dear Sirs,							
Subscription Price of HK\$0.18 per Rights Share under the Rights Issue in respect of "LVJI TECHNOLOGY HOLDINGS INC." and crossed "Account Payee Only" is the aforementioned number of excess Rights Shares. I/We hereby request you to allo ordinary post at my/our risk to my/our address shown on the register of members of the allotted to me/us in respect of this application and/or a cheque for any application shall be made by the Directors that any excess Rights Shares will be allocated to Qu	ably apply for excess Rights Share(s) (write the number of shares in Box A) at the of which I/we enclose a separate remittance by cheque or cashier's order in favour of ssued for HK\$ (write the full amount in Box B) being payment in full on application for the such excess Rights Shares applied for, or any lesser number, to me/us and to send by the Company my/our share certificate(s) for the number of excess Rights Shares as may money refundable to me/us. I/We understand that allotment in respect of this application talifying Shareholders who apply for them on a pro rata basis on the number of excess re. No preference will be given to application made for topping up odd lots holding to lotted all or any of the excess Rights Shares applied for.						
	lotted to me/us as aforesaid upon the terms set out in the Prospectus and subject to the ss Rights Shares allotted to me/us, I/we authorise you to place my/our name(s) on the						
1 2	3 4						
Signature(s) of applicant(s)	(all joint applicants must sign)						

Cheque/cashier's order number:

Contact Tel No:

香港股份過戶登記分處

寶德隆證券登記有限公司 香港

北角

電氣道148號21樓2103B室



# Lvji Technology Holdings Inc. 驢跡科技控股有限公司

(於開曼群島註冊成立之有限公司) (股份代號:1745)

按於記錄日期每持有二(2)股現有股份 獲發一(1)股供股股份之基準 以認購價每股供股股份0.18港元 進行之供股 股款須不遲於二零二五年八月十二日(星期二) 下午四時正接納時繳足

額外申請表格

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

### 香港主要辦事處:

香港 北角

電氣道148號31樓

二零二五年七月二十九日

合資格股東的姓名/名稱及地址								
			只供本欄所	指定的合資	格股東何	作出申請。		
		ı	所申請額外	、供股股份總	數			
			甲欄					
			額外供股股	份的應繳認	購股款約	悤額(港元)#		
			乙欄					
			# 認購股票	<b>次應向上約整至</b>	小數點後兩	<b>阿位</b>		
致: <b>驢跡科技控股有限公司</b> 列位董事								
敬啟者:								
本人/吾等為上文列明的股份登記持有人,供股股份,並隨附另行繳付款項為(填寫總分以「 <b>只准入抬頭人賬戶</b> 」方式劃線開出,作為等所申請(或任何較少數目)的額外供股股份股份數目的股票及/或任何有關應退還予本擔。本人/吾等明白,董事將按已作出本申配任何零碎供股股份。概不會優先處理旨在任何部分所申請認購之額外供股股份。	金額於乙欄)港元的支票或申請認購上述數目額外付 ,並按 貴公司股東名 (大) 一一 (大) 一 (大) (-) (-) (-) (-) (-) (-) (-) (-) (-) (-	文銀行本票 供股股份須 冊所示之本 支票以普通 之額外供服	,註明抬頭人 頁全數支付的服 5人/吾等之地 通郵遞方式寄予 發股份數目按出	為「 <b>LVJI TE</b> 支款。本人/ 2址將本人/ 5本人/吾等 比例向彼等配	CHNOI 吾等謹 吾等就 ,郵誤 !發額外	.OGY HOI 要求 閣下 本申請所獲 風險概由本 供股股份,	DINGS II 配發予本 配發的額 人/吾等 當中不會	NC.J及 人/吾 外供股 自行及分
本人/吾等承諾接納按供股章程所載條款及 目。就配發予本人/吾等的任何額外供股股 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	亍本票號碼: <sub>.</sub>				
日期: 一零一五年 月	Ħ		聯系	各雷話號碼:				

#### **IMPORTANT**

Reference is made to the prospectus issued by Lvji Technology Holdings Inc. (the "Company") dated 29 July 2025 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 QUALIFYING 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 TUESDAY, 12 AUGUST 2025 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" IN THE ENCLOSED SHEET).

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 ADVISERS.

A copy of the Prospectus, together with copies of the PAL, this EAF and other documents specified in the section headed "General Information – 13. Documents delivered to the Registrar of Companies in Hong Kong" in Appendix III 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 advisers 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 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 commencement dates of the 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 HKSCC and HKSCC Operational Procedures in effect from time to time.

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited, and the Hong Kong Securities Clearing Company Limited 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.

The Rights Issue is conditional upon the fulfillment of the conditions set out under the section headed "Letter from the Board – Conditions of the Rights Issue" 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 "Letter from the Board – Conditions of the Rights Issue" 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 Friday, 18 July 2025. Dealings in the Rights Shares in the nilpaid form are expected to take place from 9:00 a.m., on Thursday, 31 July 2025 to 4:00 p.m., on Thursday, 7 August 2025 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled or the Underwriting Agreement is terminated by the Underwriter on or before 4:00 p.m. on Wednesday, 13 August 2025 or such later 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 nilpaid Rights Shares between Thursday, 31 July 2025 to Thursday, 7 August 2025 (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.

# 重要提示

茲提述驢跡科技控股有限公司(「本公司」)日期為二零二五年七月二十九日就供股刊發的章程(「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合資格股東使用。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二零二五年八月十二日(星期二)(或於惡劣天氣情況下,附頁「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。

供股章程文本連同暫定配額通知書、本額外申請表格及供股章程附錄三「一般資料 - 13.送呈香港公司註冊處處長之文件」一節內所指明的其他文件,已遵照香港法例第32章公司(清盤及雜項條文)條例第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,以了解該等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開始買賣當日或香港結算釐定的其他日期起,在中央結算系統寄存、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生效的香港結算系統一般規則及香港結算系統運作程序規則進行。

香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司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。

供股須待供股章程所載「董事會函件-供股之條件」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。供股之條件的進一步詳情,請參閱供股章程「董事會函件-供股之條件」一節。

股份已自二零二五年七月十八日(星期五)起按除權基準進行買賣。未繳股款供股股份預期將於二零二五年七月三十一日(星期四)上午九時正至二零二五年八月七日(星期四)下午四時正期間(包括首尾兩日)買賣。倘於二零二五年八月十三日(星期三)(或本公司與包銷商可能協定之有關較後日期)下午四時正或之前,供股之條件未獲達成或包銷商終止包銷協議,則供股將不會進行。任何股東或其他人士擬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,及於二零二五年七月三十一日(星期四)至二零二五年八月七日(星期四)期間(包括首尾兩日)買賣未繳股款供股股份,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。建議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。

### PROCEDURES FOR APPLICATION

This EAF should be completed, signed and lodged, together with payment by cheque or cashier's order as to HK\$0.18 per Rights Share for the number of excess Rights Shares applied for, with the Registrar, Boardroom Share Registrars (HK) Limited at 2103B, 21/F, 148 Electric Road, North Point, Hong Kong so as to be received by no later than 4:00 p.m. on Tuesday, 12 August 2025 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of Bad Weather" in the enclosed sheet). 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 "LVJI TECHNOLOGY HOLDINGS INC." and crossed "Account Payee Only". All enquiries in connection with this EAF should be addressed to the Registrar, Boardroom Share Registrars (HK) Limited at 2103B, 21/F, 148 Electric Road, North Point, 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.

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 application will be rejected.

The Company will notify the Qualifying Shareholders the allocation result of the excess application for Rights Shares on Tuesday, 19 August 2025 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 in full by ordinary post at your own risk on or before Wednesday, 20 August 2025. 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 Wednesday, 20 August 2025. 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 to you by ordinary post at your own risk on or before Wednesday, 20 August 2025. You, except HKSCC Nominees Limited, will receive one share certificate for the entitlement to the Rights Shares in fully-paid form.

### DISTRIBUTION OF THIS EAF AND THE OTHER PROSPECTUS DOCUMENTS

This EAF shall only be sent to the Qualifying 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.

It is the responsibility of anyone outside Hong Kong wishing to make on his/her/its/their behalf 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 subscriber of the Rights Shares 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.

## 申請手續

本額外申請表格須填妥及簽署,並連同按申請額外供股股份數目支付每股供股股份0.18港元的款項的支票或銀行本票,在不遲於二零二五年八月十二日(星期二)(或於惡劣天氣情況下,附頁「惡劣天氣之影響」一段所述之有關較後日期)下午四時正前交回過戶登記處寶德隆證券登記有限公司(地址為香港北角電氣道148號21樓2103B室)。所有股款須以港元繳付,支票必須由香港持牌銀行之銀行戶口開出,而銀行本票則須由香港持牌銀行發出,註明抬頭人為「LVJI TECHNOLOGY HOLDINGS INC.」,並以「只准入抬頭人賬戶」方式劃線開出。所有有關本額外申請表格的查詢均須寄交過戶登記處寶德隆證券登記有限公司(地址為香港北角電氣道148號21樓2103B室)。務請注意,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。

所有支票及銀行本票將於收到後隨即兑現,而有關申請股款所賺取之全部利息(如有)將撥歸本公司所有。填妥本表格並連同支付所申請額外供股股份股款之支票或銀行本票一併交回,即表示 閣下保證支票或銀行本票將於首次過戶時兑現。倘隨附本表格之支票或銀行本票於首次過戶時未能兑現,本表格會遭拒絕受理。 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會遭拒絕受理。

本公司將於二零二五年八月十九日(星期二)以公告方式通知合資格股東額外申請供股股份之分配結果。倘 閣下不獲配發額外供股股份,則預期於申請時繳付之股款將於二零二五年八月二十日(星期三)或之前以普通郵遞方式寄出退款支票全數退還予 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少於所申請之數目,則預期多繳之申請股款將於二零二五年八月二十日(星期三)或之前以普通郵遞方式寄出退款支票退還予 閣下,郵誤風險概由 閣下自行承擔。任何有關支票將以名列本表格之人士(或倘為聯名申請人,則為排名首位之申請人)為收款人。額外供股股份之股票預期將於二零二五年八月二十日(星期三)或之前以普通郵遞方式寄出,郵誤風險概由 閣下自行承擔。 閣下(香港中央結算(代理人)有限公司除外)將會就繳足股款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

本額外申請表格只可向合資格股東寄發。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登記。

本公司並無採取任何行動,以獲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。

任何身處香港以外地區之人士如有意申請供股股份,有責任自行全面遵守有關司法權區之適用法律及法規,包括取得任何政府或其他方面同意及繳付任何税項及徵費。填妥、簽署及交回本額外申請表格後,供股股份之每名認購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地方登記、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 shall be entitled by giving written notice to the Company to terminate the Underwriting Agreement if any of the following occurs prior to the Latest Time for Termination:

- (a) any of the following which, in the reasonable opinion of the Underwriter, will or is likely to materially and adversely affect 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:
  - (i) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); and
  - (ii) the occurrence, happening, coming into effect or becoming public knowledge of: (1) any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before or after the date hereof) of a political, military, financial, economic or currency (including a change in the system under which the value of HK\$ is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; (2) a suspension or a material limitation in trading in securities generally on the Stock Exchange; (3) a suspension or a material limitation in trading in the Company's securities on the Stock Exchange for more than ten (10) consecutive Business Days (other than pending publication of this announcement or any document relating to the Rights Issue); (4) a general moratorium on commercial banking activities in Hong Kong declared by the relevant authority or a material disruption in commercial banking or securities settlement or clearance services in Hong Kong; or (5) a change or development involving a prospective change in taxation affecting the Company, the Shares or the transfer thereof;
- (b) any change in the circumstances of the Company or any member of the Group occurs which in the reasonable opinion of the Underwriter will materially and adversely affect the prospects of the Company, including, without limitation, 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 member of the Group or the destruction of any material assets of the Group;
- (c) any event of force majeure occurs, including, without limitation, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, pandemic outbreak, terrorism, armed conflict, strike or lock-out;
- (d) the commencement by any third party of any litigation or claim against any member of the Group which is material to the Group taken as a whole;
- (e) any other material adverse change in relation to the business or the financial or trading position of the Group as a whole;
- (f) the Company commits a material breach of the Underwriting Agreement where, in the reasonable opinion of the Underwriter, such breach will or is likely to have a material and adverse effect on the business or the financial or trading position of the Group taken as a whole or is otherwise likely to have a material prejudicial effect on the Rights Issue;
- (g) the Underwriter receives notification pursuant to the Underwriting Agreement, or otherwise becomes aware of, the fact that any representation or warranty of the Company as set out in the Underwriting Agreement was, when given, untrue, inaccurate or would be untrue or inaccurate if repeated as provided in the Underwriting Agreement, and the Underwriter shall, in its reasonable discretion, determine that such untrue or inaccurate representation or warranty represents or is likely to present a material adverse change in the business or the financial or trading position of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue;
- (h) any condition to enable the Rights Issue (in nil-paid and fully-paid forms) to be admitted as eligible securities for deposit, clearance and settlement in CCASS is not satisfied or notification is received by the Company from HKSCC that such admission or facility for holding and settlement has been or is to be refused;
- (i) any statement contained in this announcement or any Prospectus Document has been shown to be untrue, inaccurate, incomplete or misleading in a material respect with reference to the date on which such statement was made; or
- (j) the Company shall, after any specified event has occurred or come to the Underwriter's attention, fail promptly to send out any announcement or circular (after the despatch of the Prospectus Documents) in such manner and with such content as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company and in accordance with the Listing Rules and/or the SFO.

## 終止包銷協議

倘於最後終止時限前發生以下任何事項,則包銷商將有權通過向本公司發出書面通知終止包銷協議:

- (a) 包銷商合理認為,下列事項將或可能對本集團整體業務或財務或貿易狀況或前景構成重大不利影響 或對供股的成功構成重大不利損害:
  - (i) 頒佈任何新法例或法規或現行法例或法規(或其司法詮釋)有任何變動;及
  - (ii) 發生、出現、實行或公開(1)任何地區、國家或國際的政治、軍事、金融、經濟或貨幣(包括港元價值與美利堅合眾國貨幣掛鈎的制度變動)或其他性質(無論是否與上述任何方面屬相同性質)或性質屬任何地方、國家或國際的敵對行為或武裝衝突爆發或升級或影響當地證券市場的事件或變動(無論是否構成於本公告日期之前或之後發生或持續的一系列事件或變動一部分);(2)聯交所全面暫停買賣證券或其證券買賣整體受到重大限制;(3)本公司證券連續超過十(10)個營業日在聯交所暫停買賣或其買賣受到重大限制(惟因等待刊發本公告或有關供股的任何文件除外);(4)香港有關當局宣佈全面禁止商業銀行活動,或香港商業銀行業務、證券交收或結算服務嚴重中斷;或(5)出現影響本公司、股份或有關轉讓的稅務變動或涉及潛在稅務變動的事態發展;
- (b) 本公司或本集團任何成員公司的情況出現任何變動,而包銷商合理認為將對本公司的前景構成重大 不利影響,包括(在無限制的情況下)就本集團任何成員公司提出清盤呈請或通過決議案清算或清盤 或出現類似事件或本集團任何重大資產被損毀;
- (c) 任何不可抗力事件,包括(在無限制的情況下)任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症爆發、恐怖主義活動、武裝衝突、罷工或停工;
- (d) 任何第三方對本集團任何成員公司提出任何訴訟或索償,這對本集團整體而言屬重大;
- (e) 本集團之整體業務或財務或貿易狀況出現任何其他重大不利變動;
- (f) 本公司嚴重違反包銷協議,而包銷商合理認為有關違反將會或可能對本集團之整體業務或財務或貿易狀況構成重大不利影響,或可能對供股構成重大不利影響;
- (g) 包銷商根據包銷協議接獲通知或獲悉包銷協議所載之本公司任何陳述或保證在作出時乃屬失實、不正確,或如再次在包銷協議所載之陳述或保證乃失實或不正確,而包銷商合理酌情認為任何該等失實或不正確之陳述或保證代表或可能代表本集團整體業務或財務或經營狀況之任何重大不利變動或可能會對供股造成重大不利影響;
- (h) 未達成任何條件以使未繳股款及繳足股款供股獲接納為合資格證券以於中央結算系統內存放、結算 及交收或本公司獲香港結算通知,表示持有及作結算用途之有關接納事宜或措施已經或將會遭拒 絕;
- (i) 本公告或任何供股章程文件所載任何聲明,經參考該聲明作出之日,在重大方面被證明屬失實、不 準確或有所誤導;或
- (j) 本公司於發生任何特定事件或包銷商獲悉任何特定事件後,未能根據上市規則及/或證券及期貨條例,按包銷商可能合理要求之方式及內容迅速寄發任何公告或通函(於寄發供股章程文件後),以防止本公司證券出現虛假市場。

Upon the giving of notice by the Underwriter pursuant to the Underwriting Agreement, all obligations of each of the parties to the Underwriting Agreement shall cease and determine and no party thereto shall have any claim against the other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement, but without prejudice to any rights of any party thereto in respect of any antecedent breaches.

If the Underwriter exercises such right to terminate the Underwriting Agreement, the Rights Issue will not proceed. A further announcement will be made by the Company if the Underwriting Agreement is terminated.

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement or if any of the conditions of the Rights Issue as set out in the section headed "Letter from the Board – Conditions of the Rights Issue" in the Prospectus is not fulfilled at or before the time and date specified in the Underwriting Agreement, and the monies received in respect of acceptances of the Rights Shares will be returned to you or such other persons to whom the Rights Shares in their 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 your own risk to your respective registered addresses by the Registrar on or before 20 August 2025.

### EFFECT OF BAD WEATHER

The Latest Time for Acceptance of and payment for Rights Shares will not take place at the time indicated above if there is a tropical cyclone warning signal number 8 or above, a "black" rainstorm warning or "extreme conditions" is announced by the Government of Hong Kong:

- (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, 12 August 2025. Instead, the latest time for acceptance of and payment for the 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, 12 August 2025. Instead, the latest time for acceptance of and payment for the 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 of and payment for the Rights Shares does not take place on or before 4: 00 p.m., Tuesday, 12 August 2025, the dates mentioned in the section headed "Expected Timetable" in this announcement may be affected. An announcement will be made by the Company in such event.

### **GENERAL**

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, 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 principal office at 31/F., 148 Electric Road North Point 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.

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

待包銷商根據包銷協議發出通知後,包銷協議各訂約方的所有責任將告停止及終止,而任何訂約方均不得就包銷協議引致或與其有關的任何事項或情況向另一訂約方提出任何申索,前提是任何一方就任何先前的違約行為所享有的任何權利不受損害。

倘包銷商行使有關權利終止包銷協議,則供股將不會進行。倘終止包銷協議,則本公司將刊發進一步公 告。

倘包銷商行使權利終止或撤銷包銷協議或倘供股章程「董事會函件 - 供股之條件」一節所載之任何供股之條件未能於包銷協議訂明之時間及日期或之前達成,則過戶登記處將就接納供股股份所收取之款項於二零二五年八月二十日或之前不計利息以支票方式退還予 閣下或已獲有效轉讓未繳股款供股股份之其他人士(或倘為聯名接納人,則為名列首位之人士),並以普通郵遞方式寄往 閣下各自之登記地址,郵誤風險概由 閣下自行承擔。

## 恶劣天氣之影響

倘香港政府發出八號或以上熱帶氣旋警告信號、「黑色」暴雨警告信號或宣佈「極端情況」,則供股股份之 最後接納時限及繳付股款之截止時間將不會按照上述時間進行:

- (i) 於二零二五年八月十二日(星期二)香港本地時間中午十二時正之前生效但於中午十二時正之後取消。供股股份之最後接納時限及繳付股款的截止時間將順延至同一營業日下午五時正;或
- (ii) 於二零二五年八月十二日(星期二)香港本地時間中午十二時正至下午四時正期間生效。供股股份之最後接納時限及繳付股款的截止時間將改期至該等警告信號並無於上午九時正至下午四時正期間生效的下一個營業日下午四時正。

倘接納供股股份及繳付股款之最後時限並無於二零二五年八月十二日(星期二)下午四時正或之前生效, 則本公告「預期時間表」一節所述日期或會受到影響。在此情況下,本公司將另行刊發公告。

### 一般事項

除另有説明者外,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 閣下同意向本公司及/或過戶登記處及/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 閣下或 閣下為其利益而申請額外供股股份的人士的任何資料。香港法例第486章個人資料(私隱)條例(「**該條例**」)給予證券持有人權利可確定本公司或過戶登記處是否持有其個人資料,索取有關資料的文本,以及改正任何不準確的資料。根據該條例,本公司及過戶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)本公司主要辦事處(地址為香港北角電氣道148號31樓)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)(視情況而定)過戶登記處(地址見上文)。

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 This page is intentionally left blank 此乃白頁 特意留空

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