



# CHINA INVESTMENT DEVELOPMENT LIMITED 中國投資開發有限公司

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

(Stock Code: 204)

Hong Kong Branch
Share Registrar and
Transfer Office:
Union Registrars Limited
Suites 3301–04, 33/F.
Two Chinachem
Exchange Square
338 King's Road
North Point

Hong Kong

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\$0.2 PER
RIGHTS SHARE PAYABLE IN FULL
ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON MONDAY, 12 JULY 2021

Registered office: Clarendon House 2 Church Street Hamilton HM11 Bermuda

Principal place of business in Hong Kong: Room 3702, 37/F., 118 Connaught Road West, Sheung Wan, Hong Kong

		EXCESS APPI	LICAT	CION FOR	M		Hong Kong	
Name(s) and address of Qualify	ying Sharel	nolder(s)				2	5 June 2021	
					Shareho	older(s) nam	ned here.	the Qualifying nare(s) Applied
					Box A			
					Total su Rights S	bscription r Shares in H	monies paid fo K\$	r the excess
				[	Box B			
To: The Directors, China Investment Develop	pment Lim	ited	Excess	Application Fo	rm No.			
Dear Sirs and Madams,								
I/We, being the Qualifying Sha specified in Box A at the Sub enclose a separate remittance be LIMITED - EXCESS APPLI B being the payment in full on	scription P by cheque of <b>CATION</b> A	rice of HK\$0.2 pe or banker's cashier A/C" and crossed "	r Right order i Accour	s Share under n favour of "O nt Payee Only	the Rig C <b>HINA</b> I "issued	hts Issue, INVESTN for the ar	of Excess Ri in respect of IENT DEVI mount as spe	ghts Share(s) f which I/we ELOPMENT cified in Box
I/We hereby request you to allopost at my/our risk to the add be allotted to me/us in respect We understand that allotments equitable basis on certain prin allotted any of the excess Righ	ress shown of this app in respect of ciples as so	above my/our shadication and/or a confithis application et out in the Prost	are certi heque f	ficate(s) for to	the numb	er of exce	ess Rights S es refundabl	hares as may e to me/us I/
I/We hereby undertake to accept set out in the Prospectus and straights Shares allotted to me/u holder(s) of such Excess Rights	ubject to th s, I/we autl	e memorandum co	ntinuan	ce and bye-lay	ws of the	Company	. In respect	of any excess
1.	2.		3.			4.		
	Signature	e(s) of applicant(s	– )(all joi	nt applicants	must si	 gn)		
Name of bank on which cheque/banker's cashier order is drawn:		_	Cheque/banker's cashier order number:					

Contact Tel No:

2021





# CHINA INVESTMENT DEVELOPMENT LIMITED 中國投資開發有限公司

(於開曼群島註冊成立並於百慕達續存之有限公司)

(股份代號:204)

香港股份過戶登記分處: 聯合證券登記有限公司 香港 北角 英皇證338號 華懋交易廣場2期 33樓3301-04室

按於記錄日期每持有兩(2)股現有股份 可獲發一(1)股供股股份之基準 以每股供股股份0.2港元之認購價 進行供股 股款須不遲於二零二一年七月十二日(星期一) 下午四時正接納時繳足

額外申請表格

註冊辦事處: Clarendon House 2 Church Street Hamilton HM11 Bermuda

香港主要營業地點: 香港 上環 干諾道西118號 37樓3702室

二零二一年六月二十五日

合資格股東姓名及地址		只供本欄所指定 所申請額外供服	至之合資格股東作出申請。					
		甲欄						
		額外供股股份之(港元)	應繳認購股款總額					
	1	乙欄						
□ 致: <b>中國投資開發有限公司</b> 列位董事 台照	額外申請表格約	編號:						
敬啟者:								
本人/吾等為名列上欄之合資格股東,謹此不可撤回地根定數目之額外供股股份,而本人/吾等就此附上以「CHINA APPLICATION A/C」為收款人,並以「只准入抬頭人賬戶」請上述額外供股股份數目的全數股款。	INVESTMENT	DEVELOPMEN	T LIMITED - EXCESS					
本人/吾等謹要求 閣下向本人/吾等配發所申請(或任何就本申請可能獲配發之額外供股股份數目之股票及/或任平郵方式寄予本人/吾等,郵誤風險概由本人/吾等自行 按公平公正基準全權酌情就本申請進行配發。本人/吾等股股份。	何有關應退還予2 承擔。本人/吾等	本人/吾等之多b 明白,董事將根據	出申請股款之退款支票以 樣供股章程所載若干原則					
本人/吾等承諾接納按供股章程所載條款及在 貴公司續 供股股份數目。就配發予本人/吾等之任何額外供股股份所 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/	银行本票號碼:_						
日期:二零二一年	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 Investment Development Limited (the "Company") dated 25 June 2021 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, 12 JULY 2021 (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 – 13. 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 (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, the Stock Exchange of Hong Kong Limited and the Securities and Futures Commission of Hong Kong 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\$0.2 per Rights Share for the number of excess Rights Shares applied for by cheque or banker's cashier order, with the Registrar, Union Registrars Limited at Suites 3301–04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong by not later than 4:00 p.m. on Monday, 12 July 2021 (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 INVESTMENT DEVELOPMENT LIMITED – EXCESS APPLICATION A/C" 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 website of the Stock Exchange and the Company on Monday, 19 July 2021. 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 Tuesday, 20 July 2021. 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 Tuesday, 20 July 2021. 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 Tuesday, 20 July 2021 to those entitled thereto at their own risks. One share certificate will be issued for all the Rights Shares allotted to an applicant (except HKSCC Nominees Limited).

# 重要提示

茲提述中國投資開發有限公司(「**本公司**」)就供股刊發日期為二零二一年六月二十五日之供股章程(「**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。有關申請須不遲於二零二一年七月十二日(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-13. 送呈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、香港聯合交易所有限公司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。

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、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,建同所申請額外供股股份數目之每股供股股份0.2港元股款的支票或銀行本票,須不遲於二零二一年七月十二日(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)送達股份過戶登記處聯合證券登記有限公司(地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室)。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 INVESTMENT DEVELOPMENT LIMITED - EXCESS APPLICATION A/C」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二零二一年七月十九日(星期一)在聯交所及本公司網站刊載。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,退款支票預期於二零二一年七月二十日(星期二)以平郵方式由股份過戶登記處郵寄予 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,退款支票預期將於二零二一年七月二十日(星期二)或之前以平郵方式由股份過戶登記處郵寄予 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二零二一年七月二十日(星期二)或之前以平郵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(除香港中央結算(代理人)有限公司外)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 of the Rights Issue and the Underwriting Agreement" in the Prospectus. If any of the conditions of the Rights Issue is not fulfilled or waived (where applicable), at or before 5:00 p.m. on Tuesday, 13 July 2021 (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 of the Rights Issue is not fulfilled or waived (as applicable) at or before 5:00 p.m. on Tuesday, 13 July 2021 (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. 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 ISSUE DOCUMENTS

This EAF shall only be sent to the Qualifying Shareholders. The 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 Issue Documents, in any territory other than Hong Kong. Accordingly, no person receiving a copy of any of the 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 and non-compliance of Public Float Requirements, all applications for Rights Shares whether under the PAL(s) or the EAF(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 (a) does not trigger an MGO Obligation on the part of the applicant or parties acting in concert with him/her/it, and/or (b) does not result in the non-compliance of the Public Float Requirement on the part of the Company. Any subscription monies for the Scale-down PAL Shares or the Scale-down EAF Shares will be refunded to the applicants, and the Scale-down PAL Shares and the Scale-down EAF 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 or non-compliance of Public Float Requirement. Such scale-down of applications of Rights Shares shall operate on a fair and equitable basis under the following principles: (a) EAF(s) should be scaled down before PAL(s); and (b) where the scale-down is necessitated by the exceeding of shareholding by a group rather than an individual shareholder, the allocations of EAF(s) and 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.

For the avoidance of any doubt, the above provision shall not apply to the applications made, whether under the PAL or EAF, by HKSCC Nominees Limited.

供股須待供股章程「董事會函件-包銷協議-供股及包銷協議之條件」一節所載條件獲達成及/或豁免(倘適用)後方告作實。倘供股之任何條件於二零二一年七月十三日(星期二)下午五時正(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。倘於二零二一年七月十三日(星期二)下午五時正(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承讓人承購,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。

待供股股份(以未繳股款及繳足股款形式)獲批准於聯交所上市及買賣以及遵守香港結算之股份接納規定後,供股股份(以未繳股款及繳足股款形式)將獲香港結算接納為合資格證券,可自該等未繳股款及繳足股款供股股份各自於聯交所開始買賣日期或香港結算釐定之有關其他日期起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。在中央結算系統進行之一切活動均須依據不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

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的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及違反公眾持股量規定,無論根據暫定配額通知書或額外申請表格或由未繳股款供股股份之承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以下水平之基準進行:(a)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,及/或(b)不會導致本公司一方違反公眾持股量規定。任何縮減暫定配額通知書股份或縮減額外申請表格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及縮減額外申請表格股份。

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或不會違反公眾持股量規定之水平。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:(a)額外申請表格項下申請應先於暫定配額通知書項下申請縮減;及(b)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額外申請表格及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。

為避免任何疑問,上述配額不應適用於香港中央結算(代理人)有限公司作出(無論根據暫定配額通知書或額外申請表格)的申請。

#### TERMINATION OF THE UNDERWRITING AGREEMENT

If at any time on or before the Latest Time for Termination:

- the Underwriter shall become aware of the fact that, or shall have reasonable cause to believe that any of the warranties or undertakings in the Underwriting Agreement being untrue, inaccurate, misleading or breached, or there is any matter which would reasonably be expected to give rise to a material breach or claim, and in each case the same is (in the absolute opinion of the Underwriter) material in the context of the Rights Issue;
- (2) any of the following events take place:
  - (i) any introduction of any new law or regulation or any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority, whether in Hong Kong or elsewhere;
  - (ii) any event, series of events or circumstances resulting in or likely to result in (whether or not foreseeable) any change in (whether or not permanent) local, national or international, financial, political, military, industrial, economic, legal, fiscal, taxation, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in the PRC, Hong Kong and Bermuda which develop, occur, happen, come into effect, exist or come to the knowledge of the Underwriter;
  - (iii) any event or circumstance in the nature of force majeure (including, without limitation, any act of government, any local, national or international event or change of a political, military, financial, economic or other nature, any local, national or international outbreak or escalation of hostilities or armed conflict affecting local securities markets, economic sanctions, strike or lock-out (whether or not covered by insurance), riot, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, outbreak of infectious disease, declaration of a state of emergency or calamity or crisis, in the PRC, Hong Kong and Bermuda;
  - (iv) 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 of trading in securities) occurs;
  - (v) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out occurred after the signing of the Underwriting Agreement;
  - (vi) any material adverse change in the circumstances of the Company or any member of the Group;
  - (vii) any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange occurs due to exceptional financial circumstances or otherwise;
  - (viii) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than seven consecutive Business Days, excluding any suspension in connection with the clearance of the Announcement or the Issue Documents or other announcements in connection with the Rights Issue or for such events as required under the Listing Rules not caused by any default or breach of the Listing Rules by the Company;
  - (ix) the occurrence of any Specified Event which is incapable of being waived by the Underwriter; or
  - (x) any change or development involving a prospective change in taxation or exchange controls in Hong Kong or elsewhere,

which is or are, in the sole and absolute opinion of the Underwriter:

- (a) likely to have a material adverse effect on the business, financial position or prospects of the Group taken as a whole; or
- (b) likely to have a material adverse effect on the success of the Rights Issue or the level of Rights Shares to be taken up; or
- (c) so material as to make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue,

then the Underwriter may, by notice in writing given to the Company on or before the Latest Time for Termination, rescind the Underwriting Agreement and the Rights Issue shall not proceed.

# 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 Rights Shares and application for excess Rights Shares will not take place at the time indicated above if there is a tropical cyclone warning signal number 8 or above, or 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 Monday, 12 July 2021. Instead, the latest time of 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 Monday, 12 July 2021. Instead, the latest time of 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 of and payment for the Rights Shares and for application and payment for excess Rights Shares does not take place on Monday, 12 July 2021, the dates mentioned in the section headed "Expected Timetable" in the Prospectus may be affected. The Company will notify Shareholders by way of a separate announcement of any change to the expected timetable 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 3702, 37/F.,118 Connaught Road West, Sheung Wan, 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.

#### 終止包銷協議

倘於最後終止時限或之前任何時間:

- (1) 包銷商獲悉或有合理理由相信包銷協議中的任何保證或承諾屬不真實、不准確、存在誤導或已遭違反,或發生可合理預期會引致重大違反行為或申索的任何事宜,而各情況下(包銷商全權認為)對供股而言屬重大;或
- (2) 發生任何下列事件:
  - (i) 香港或其他地區出台任何新法例或規例,或現行法例或規例出現任何變動,或任何法院或其他主管機關變更其任何詮 釋或應用;
  - (ii) 形成、出現、發生、生效、存在或包銷商得悉,導致或可能導致(不論是否屬可預見)中國、香港及百慕達的地方、國家或國際金融、政治、軍事、工業、經濟、法律、財政、稅務、監管或證券市場事宜或狀況或貨幣匯率或外匯管制發生任何變動 (不論是否屬永久)的任何事件、連串事件或情況;
  - (iii) 中國、香港及百慕達發生屬於不可抗力事件性質之任何事件或情況,(包括但不限於)任何政府行動、有關政治、軍事、金融、經濟或其他性質的任何地方、國家或國際事件或變動,或任何地方、國家或國際敵對行為或影響地方證券市場的武裝衝突之爆發或升級、經濟制裁、罷工或停工(不論是否受保險承保)、暴亂、火災、爆炸、水災、地震、內亂、戰亂或宣戰、敵對行為爆發或升級(不論是否已宣戰)、恐怖活動(不論是否有人已承認責任)、天災、疫症、流行病、爆發傳染病、宣佈進入緊急或災難或危機狀態;
  - (iv) 市況發生任何不利變動(包括但不限於財政或貨幣政策的任何變動,或外匯或貨幣市場的變動,證券交易暫停或重大限制);
  - (v) 簽署包銷協議後發生的任何天災、戰爭、暴亂、公共秩序混亂、內亂、火災、水災、爆炸、流行病、恐怖活動、罷工或停工;
  - (vi) 本公司或本集團任何成員公司的情況發生任何重大不利變動;
  - (vii) 因特殊金融情況或其他原因而對在聯交所買賣股份施加任何暫行禁令、暫停或重大限制;
  - (viii) 證券全面或本公司證券於聯交所之買賣暫停超過七個連續營業日期間,惟因審批公告或供股文件或與供股有關之其他 公告而暫停或因並非本公司違約或違反上市規則而導致的上市規則規定的有關事件而暫停則除外;
  - (ix) 發生任何包銷商無法豁免的特定事件;或
  - (x) 涉及香港或其他地區稅務或外匯管制預期變動的任何變化或發展,

根據包銷商的唯一及絕對意見,其:

- (a) 有可能會對本集團整體的業務、財務狀況或前景造成重大不利影響;或
- (b) 有可能會對供股的成功或將予承購的供股股份的水平造成重大不利影響;或
- (c) 影響重大以致繼續進行供股變得不適當、不明智或不實際,

則包銷商可於最後終止時限或之前向本公司發出書面通知廢止包銷協議,且供股將不會進行。

#### 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

如發出八號或以上熱帶氣旋警告信號或「黑色」暴雨警告信號,則接納供股股份及繳付股款以及申請額外供股股份之最後時限將不會按上述時間截止:

- i. 於二零二一年七月十二日(星期一)本地時間中午十二時正前任何時間在香港生效且於中午十二時正後不再生效,則接納供股股份及繳付股款以及申請額外供股股份及繳付有關股款之最後時限將延長至同一營業日下午五時正;或
- ii. 於二零二一年七月十二日(星期一)本地時間中午十二時正至下午四時正期間任何時間在香港生效,則接納供股股份及繳付股款以及申請額外供股股份及繳付有關股款之最後時限將重新安排至下一個營業日(在該日上午九時正至下午四時正期間任何時間均無懸掛任何該等警告信號)下午四時正。

倘接納供股股份及繳付股款以及申請額外供股股份及繳付有關股款之最後時限並非在二零二一年七月十二日(星期一)作實,則供股章程「預期時間表」一節所述之日期可能受到影響。本公司將就預期時間表之任何變動在實際可行的情況下盡快以單獨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/或股份過戶登記處及/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股份過戶登記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,本公司及股份過戶登記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(香港註冊辦事處的地址為香港上環干諾道西118號37樓3702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)股份過戶登記處(上文所示地址)並以私隱合規主任為收件人。