



中國農業生態有限公司 China Eco-Farming Limited

(Continued into Bermuda with limited liability)

(Stock Code: 8166)

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\$0.16 PER
RIGHTS SHARE PAYABLE IN FULL
ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON WEDNESDAY, 11 MAY 2022**

Registered Office:
Clarendon House
2 Church Street
Hamilton HM11
Bermuda

Principal Place of Business
in Hong Kong:
20/F, Wanchai Central
Building
89 Lockhart Road
Wanchai
Hong Kong
25 April 2022

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\$

Box B

To: The Directors,
China Eco-Farming 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\$0.16 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 Eco-Farming Limited – EAF" 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 memorandum of association and 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: _____ 2022

Contact Tel No: _____

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



中國農業生態有限公司 China Eco-Farming Limited

(於百慕達存續之有限公司)

(股份代號：8166)

香港股份過戶登記分處：
聯合證券登記有限公司
香港
北角
英皇道338號
華懋交易廣場二期
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
按認購價每股供股股份0.16港元進行之供股
股款須於接納時
(即不遲於二零二二年五月十一日(星期三)
下午四時正)繳足

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

香港主要營業地點：
香港
灣仔
駱克道89號
灣仔中匯大廈20樓

二零二二年四月二十五日

額外申請表格

合資格股東姓名及地址

僅供此欄所列合資格股東申請。
所申請額外供股股份之總數

甲欄

額外供股股份之應繳認購股款總額
(港元)

乙欄

致：中國農業生態有限公司
列為董事

額外申請表格編號：

敬啟者：

本人／吾等為以上所列之合資格股東，現不可撤回地按供股項下每股供股股份0.16港元之認購價申請甲欄指定數目之額外供股股份。茲附上另行繳付為乙欄指定金額之支票或銀行本票，註明抬頭人為「**China Eco-Farming Limited - EAF**」及以「**只准入抬頭人賬戶**」方式劃線開出，作為就申請上述數目之額外供股股份時須繳足之股款。

本人／吾等謹請閣下向本人／吾等配發所申請(或任何較少數目)之額外供股股份，並將本人／吾等就此申請可能獲配發之相關數目之額外供股股份之股票及／或就任何多出之申請股款而應退還予本人／吾等之支票以普通郵遞方式按上列本人／吾等之地址寄送予本人／吾等，郵誤風險概由本人／吾等自行承擔。本人／吾等明白本申請由董事根據章程所載之若干原則按公平公正基準全權酌情配發。本人／吾等知悉，並不保證本人／吾等可獲配發任何所申請之額外供股股份。

本人／吾等承諾遵照章程所載條款及在本公司之組織章程大綱及細則之規限下，接納如上文所述可能配發予本人／吾等之相關數目之額外供股股份。本人／吾等就任何獲配發之額外供股股份授權閣下將本人／吾等之姓名／名稱列入本公司之股東名冊，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：二零二二年_____ 聯絡電話號碼：_____

每份申請須隨附一張獨立開出之支票或銀行本票
本公司不會就股款另發收據

IMPORTANT

Reference is made to the prospectus issued by China Eco-Farming Limited (the “**Company**”) dated 25 April 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.

THIS EXCESS APPLICATION FORM (“EAF”) IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE QUALIFYING SHAREHOLDER(S) NAMED ABOVE 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 NO LATER THAN 4:00 P.M. ON WEDNESDAY, 11 MAY 2022 (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).

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 OR OTHER REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.

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 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 licensed securities dealer or other 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.

The Rights Issue is subject to the fulfilment and/or waiver (where applicable) of the conditions precedent set out under the section headed “Letter from the Board – THE UNDERWRITING AGREEMENT – Conditions precedent of the Rights Issue” in the Prospectus. If any of the conditions precedent of the Rights Issue is not fulfilled or waived (where applicable), at or before 4:00 p.m. on Thursday, 12 May 2022 (or such later time or date as the Company and the Underwriter may agree), the Rights Issue will not proceed.

The Underwriting Agreement contains provisions granting the Underwriter a right to terminate the Underwriting Agreement 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 Thursday, 12 May 2022 (or such later time or date as the Company and the Underwriter may agree), 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.

重要提示

謹此提述中國農業生態有限公司(「本公司」)所刊發日期為二零二二年四月二十五日有關供股之章程(「章程」)。暫定配額通知書及額外申請表格應與章程一併閱讀。除非文義另有所指，否則本文件所用詞彙與章程所界定者具有相同涵義。

本額外申請表格(「額外申請表格」)具有價值，但不得轉讓，並僅供上文擬申請其於供股項下獲發配額以外之額外供股股份之合資格股東使用。本額外申請表格須 閣下即時處理。申請須不遲於二零二二年五月十一日(星期三)下午四時正(或惡劣天氣情況及/或極端情況下，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」一段所述的有關較後日期及/或時間)遞交。

閣下如對本額外申請表格之任何內容或應採取之行動有任何疑問，應諮詢 閣下之持牌證券交易商或其他註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

本額外申請表格之文本連同章程、暫定配額通知書及章程附錄三「一般資料—13.送呈公司註冊處處長之文件」一段所述之其他文件之文本，已根據香港法例第32章公司(清盤及雜項條文)條例第342C條規定向香港公司註冊處處長登記。香港公司註冊處處長、聯交所以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之供股股份之買賣可透過中央結算系統進行交收， 閣下應諮詢 閣下之持牌證券交易商或其他註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問有關該等交收安排之詳情，以及有關安排對 閣下之權利與權益可能構成之影響。

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，並明確表示概不對因本額外申請表格全部及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。

供股須待章程「董事會函件—包銷協議—供股之先決條件」一節所載先決條件達成及/或豁免(如適用)後，方可作實。倘供股的任何先決條件於二零二二年五月十二日(星期四)下午四時正或之前(或本公司與包銷商可能協定的有關較後日期或時間)未能獲達成或獲豁免(如適用)，則供股將不會進行。

包銷協議載列授予包銷商權利於發生若干事件時終止包銷協議的條文，其載於章程「終止包銷協議」一節。倘包銷商於二零二二年五月十二日(星期四)下午四時正或之前(或本公司與包銷商可能協定的有關較後日期或時間)終止包銷協議或供股的任何先決條件未獲達成或獲豁免(如適用)，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或包銷商所促使之其他認購人認購的供股股份，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)獲准於聯交所上市及買賣，以及遵守香港結算之股份收納規定後，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，可自該等供股股份(以未繳股款及繳足股款形式)各自於聯交所開始買賣日期或香港結算釐定的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之交易須於其後第二個交易日在中央結算系統內交收。中央結算系統內之所有活動均須遵守不時有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。

倘本額外申請表格的中文與英文版本存在任何歧義，概以英文版為準。

本額外申請表格及據此作出的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 of HK\$0.16 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 no later than 4:00 p.m. on Wednesday, 11 May 2022 (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 cashier's 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 Eco-Farming Limited – EAF"** and crossed **"Account Payee Only"**.

If you are a beneficial owner whose Shares are deposited in CCASS and registered in the name of HKSCC Nominees Limited, and you wish to apply for Excess Rights Shares, you should (unless you are a CCASS Investor Participant) contact your intermediary and provide your intermediary with instructions or make arrangements with your intermediary in relation to the application for Excess Rights Shares. Such instructions and/or arrangements should be given or made in advance of the date stated in the section headed **"EXPECTED TIMETABLE"** as the latest time for application and payment for Excess Rights Shares and otherwise in accordance with the requirements of your intermediary, in order to allow your intermediary sufficient time to ensure that your instructions are given effect.

Beneficial owners who are CCASS participants should contact CCASS and provide CCASS with instructions or make arrangements with CCASS in relation to any applications for Excess Rights Shares. HKSCC Nominees Limited will allocate the Excess Rights Shares it receives to the relevant CCASS Participants pro rata to the number of Excess Rights Shares each has applied for, or in such other manner as HKSCC Nominees Limited considers fair and appropriate. The procedures for application for Excess Rights Shares shall be in accordance with the **"General Rules of CCASS"**, the **"CCASS Operational Procedures"** and any other requirements of CCASS.

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, and 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 Wednesday, 18 May 2022. 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 Thursday, 19 May 2022. 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 Thursday, 19 May 2022. 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 Thursday, 19 May 2022 to those entitled thereto at their own risks. Each Shareholder will receive one share certificate for all allotted Shares.

DISTRIBUTION OF THIS EAF AND THE OTHER PROSPECTUS DOCUMENTS

This EAF shall only be despatched to the Qualifying Shareholders. The Prospectus 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 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 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.

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0.16港元股款的支票或銀行本票，須不遲於二零二二年五月十一日(星期三)下午四時正(或在惡劣天氣情況及／或極端情況下，於下文「**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**」一段所述的有關較後日期或時間)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號華懋交易廣場二期33樓3301-04室)。所有股款須以支票或銀行本票以港元繳付，且支票須由香港持牌銀行戶口開出，銀行本票亦須由香港持牌銀行發出，並註明抬頭人為「**China Eco-Farming Limited – EAF**」及以「**只准入抬頭人賬戶**」劃線方式開出。

倘閣下為實益擁有人而閣下的股份存於中央結算系統並以香港中央結算(代理人)有限公司的名義登記，且閣下有意認購額外供股股份，則閣下應(除非閣下為中央結算系統投資者戶口持有人)聯絡閣下的中介人，並就申請額外供股股份向閣下的中介人發出指示或與閣下的中介人作出安排。有關指示及／或安排應於「預期時間表」一節內所述的相關日期前作為申請額外供股股份及就此付款的截止時間及在其他情況下根據閣下中介人的要求發出或作出，以給予閣下的中介人足夠時間確保閣下的指示得以執行。

身為中央結算系統參與者之實益擁有人應聯絡中央結算系統，就申請額外供股股份向中央結算系統發出指示或作出安排。香港中央結算(代理人)有限公司將會按照中央結算系統參與者各自申請認購之額外供股股份數目將其接獲之額外供股股份按比例分配予有關中央結算系統參與者，或按照香港中央結算(代理人)有限公司認為公平恰當之其他方式分配。申請額外供股股份之程序須遵守「中央結算系統一般規則」、「中央結算系統運作程序規則」及中央結算系統之任何其他規定。

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的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二零二二年五月十八日(星期三)在聯交所及本公司網站刊載。閣下將獲悉任何配發予閣下的額外供股股份。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，退款支票預期於二零二二年五月十九日(星期四)以普通郵遞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，退款支票預期將於二零二二年五月十九日(星期四)或之前以普通郵遞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二零二二年五月十九日(星期四)或之前以普通郵遞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。每名股東將就所有配發的股份獲發一張股票。

寄發本額外申請表格及其他章程文件

本額外申請表格僅向合資格股東寄發。章程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章程文件。因此，倘任何人士在香港以外任何地區接獲任何章程文件之文本，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地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作出之聲明及保證，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。

TERMINATION OF THE UNDERWRITING AGREEMENT

If, prior to the Latest Time for Termination:

- (1) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (a) the introduction of any new 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
- (2) 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
- (3) 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
- (4) 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
- (5) in the absolute opinion of the Underwriter, 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
- (6) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (7) 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 Business 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
- (8) the Prospectus 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 GEM Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the absolute opinion of the Underwriter be material to the Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue,

the Underwriter shall be entitled to terminate the Underwriting Agreement by notice in writing served on the Company on or prior to the Latest Time for Termination. For the avoidance of any doubt, if the Underwriter, in its sole and absolute opinion considers any COVID-19 related event to have caused a material adverse impact over the implementation of the Underwriting Agreement or the Rights Issue, it shall be entitled to rely on such impact or its aftermath thereof as ground or reason to terminate or rescind the Underwriting Agreement and/or the Rights Issue.

終止包銷協議

倘於最後終止時限前：

- (1) 包銷商全權認為，供股的成功進行將受到下列事件的重大不利影響：
 - (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的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)的事件或變動(無論是否於包銷協議日期之前及／或之後發生或持續發生的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衝突升級或武裝衝突，或發生可影響當地證券市場的事件，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的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
- (2) 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的任何變動、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的成功進行造成重大或不不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (3) 本公司或本集團任何成員公司的情況出現任何變動，而包銷商全權認為將令本公司的前景受到不利影響，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；或
- (4) 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
- (5) 包銷商全權認為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
- (6) 任何事件倘於緊接章程日期前出現或發現，惟並無於章程內披露，而包銷商全權認為將對供股而言構成重大遺漏者；或
- (7) 聯交所二十(20)個連續營業日以上全面暫停證券買賣或暫停本公司證券的買賣(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／或供股的公告或其他事宜而暫停買賣者則除外)；或
- (8) 章程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的資料(不論是關於本集團的業務前景或狀況或關於本集團遵守任何法例或GEM上市規則或任何適用規例)，而包銷商可能全權認為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。為免生疑，倘包銷商全權酌情認為任何COVID-19相關事件已對包銷協議或供股之實施造成重大不利影響，其將有權依賴該影響或其後果，作為終止或廢止包銷協議及／或供股的理由或原因。

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

Whenever any part of the expected timetable of the Rights Issue as enlisted in the provisions of the Underwriting Agreement may be interrupted by a typhoon, a black rainstorm warning or Extreme Conditions, the Company shall properly inform the Shareholders of the corresponding contingency arrangements, which contingency arrangements shall include the Latest Time for Acceptance not taking place on the time as scheduled:

- (a) if a tropical cyclone warning signal no. 8 or above, a black rainstorm warning and/or Extreme Conditions is in force in Hong Kong at any local time before 12:00 noon but no longer in force after 12:00 noon on the day on which the Latest Time for Acceptance is initially scheduled to fall, the Latest Time for Acceptance be extended to 5:00 p.m. on the same Business Day; or
- (b) if a tropical cyclone warning signal no. 8 or above, a black rainstorm warning and/or Extreme Conditions is in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the day on which the Latest Time for Acceptance is initially scheduled to fall, the Latest Time for Acceptance be extended to 4:00 p.m. on the following Business Day which does not have either of those warnings in force in Hong Kong at any time between 9:00 a.m. and 4:00 p.m.

If the Latest Time for Acceptance does not take place at or before 4:00 p.m. on Wednesday, 11 May 2022, 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.

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.

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 20/F., Wanchai Central Building, 89 Lockhart 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.

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

每當包銷協議條文所載之供股預期時間表之任何部分因颱風、黑色暴雨警告或極端情況而被迫中斷時，本公司應妥為知會股東相應應急安排，應急安排應包括未能如期發生之最後接納時限：

- (a) 倘八號或以上熱帶氣旋警告信號、黑色暴雨警告及／或極端情況於最後接納時限按計劃初步到期之日的本地時間中午十二時正前的任何時間在香港生效但於中午十二時正後不再生效，則最後接納時限將延長至該營業日下午五時正；或
- (b) 倘八號或以上熱帶氣旋警告信號、黑色暴雨警告及／或極端情況於最後接納時限按計劃初步到期之日的本地時間中午十二時正至下午四時正期間的任何時間在香港生效，則最後接納時限將延長至於上午九時正至下午四時正期間任何時間該等警告均未在香港生效的下一營業日的下午四時正。

倘最後接納時限並非在二零二二年五月十一日(星期三)下午四時正或之前發生，則本文件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。

縮減機制

為避免無意引致強制性全面收購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的承讓人或由包銷商促成之認購人作出的全部供股股份申請，均將根據該等申請由本公司縮減至以下水平的基準進行：(a)不會引致申請人或與其一致行動之人士的強制性全面收購要約責任；及／或(b)不會導致本公司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的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，申請供股股份(無論根據暫定配額通知書或額外申請表格)須按照本公司釐定的供股縮減機制縮減至不會引致任何強制性全面收購要約責任或不會違反公眾持股量規定的水平。供股股份申請的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的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的股東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縮減。

一般事項

除文意另有所指外，本額外申請表格所述日期及時間均為香港日期及時間。

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(地址為香港灣仔駱克道89號灣仔中匯大廈20樓，或根據適用法律不時作出通知之地點)並以本公司的公司秘書為收件人；或(ii)(視情況而定)股份過戶登記處(上文所示地址)並以私隱條例事務主任為收件人。

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