The whole of this Provisional Allotment Letter must be returned to be valid. 本暫定配額通知書必須整份交還,方為有效。

IMPORTANT 重要提示

Reference is made to the prospectus (the "Prospectus") dated 3 April 2023 issued by Bossini International Holdings Limited (the "Company") in relation to the Rights Issue. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述堡獅龍國際集團有限公司(「本公司」)於二零二三年四月三日就供股刊發之章程(「章程」)。除文義另有所指外,本暫定配額通知書所用詞彙與章程所界定者具有相同涵義。

IF YOU ARE IN DOUBT ABOUT ANY OF THE CONTENTS OF THIS PROVISIONAL ALLOTMENT LETTER ("PAL"), OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES OF THE COMPANY, YOU SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE.

閣下如對本暫定配額通知書(「暫定配額通知書」)任何內容或應採取之行動有疑問,或 閣下如已出售或轉讓所有或部分公司的股份應尋求獨立專業意見。

THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM ("EAF") WILL EXPIRE AT 4:00 P.M. ON THURSDAY, 20 APRIL 2023 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" OVERLEAF).

本暫定配額通知書具有價值及可轉讓,務請 閣下立即處理。本暫定配額通知書及隨附之額外申請表格(「額外申請表格」)所載要約將於二零二三年四月二十日(星期四)下午四時正(或背頁「惡劣天氣之影響」一段所述之較後日期及/或時間)結束。

SUBJECT TO CERTAIN EXCEPTIONS, THIS PAL IS NOT FOR DISTRIBUTION IN OR INTO ANY OF THE SPECIFIED TERRITORIES. THIS PAL, THE NIL PAID RIGHTS SHARES AND THE RIGHTS SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OR UNDER THE APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR UNDER THE SECURITIES LAWS OF ANY OF THE OTHER SPECIFIED TERRITORIES. SUBJECT TO CERTAIN LIMITED EXCEPTIONS, NONE OF THIS PAL, THE NIL PAID RIGHTS AND THE RIGHTS SHARES MAY BE OFFERED, SOLD, PLEDGED, TAKEN UP, EXERCISED, RESOLD, DELIVERED, DISTRIBUTED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, WITHIN ANY OF THE SPECIFIED TERRITORIES OR IN ANY OTHER COUNTRY, TERRITORY OR POSSESSION WHERE TO DO SO MAY CONTRAVENE LOCAL SECURITIES LAWS OR REGULATIONS. PERSONS INTO WHOSE POSSESSION THIS PAL AND/OR ANY OTHER PROSPECTUS DOCUMENTS COME SHOULD INFORM THEMSELVES ABOUT AND OBSERVE ANY SUCH RESTRICTIONS.

除若干例外情況外,本暫定配額通知書不會於或向任何特定地區派發。本暫定配額通知書、未繳股款供股股份及供股股份並無亦不會根據美國證券法或美國任何州之適用證券法或任何其他特定地區的證券法登記。除若干少數例外情況外,本暫定配額通知書、未繳股款權利及供股股份均不得在可能違反任何特定地區或任何其他國家、地區或領地的證券法律或法規的情況下,於上述地點直接或間接提呈發售、出售、抵押、接納、行使、轉售、交付、派發或以其他方式轉讓。持有本暫定配額通知書及/或任何其他章程文件的人士應知悉並遵守任何有關限制。

A copy of this PAL, together with a copy of the Prospectus, the EAF and the other documents specified in the paragraph headed "12. Documents Delivered to the Registrar of Companies in Hong Kong" in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (WUMP) Ordinance. The Registrar of Companies in Hong Kong, the Stock Exchange and the SFC take no responsibility as to the contents of any of the these documents.

本暫定配額通知書,連同章程、額外申請表格及於章程附錄三「12. 送呈香港公司註冊處處長之文件」一段所述之其他文件之副本,已根據《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登記。香港公司註冊處處長、聯交所及證監會對任何該等文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this document, 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 document.

香港交易及結算所有限公司、聯交所及香港結算對本文件之內容概不負責,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文件之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。

Dealings in the Shares, the Rights Shares in both their nil-paid and fully-paid forms may be settled through CCASS and you should consult your stockbroker or a licensed dealer in securities or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests. 股份、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進行交收,有關交收安排之詳情及該等安排可能對 閣下權利及

股份、木繳股款及繳足股款供股股份之負買可透過中央結算系統進行交收,有關交收安排之計情及該等安排可能對。阁下權權益之影響,應諮詢。閣下之股票經紀或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。

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 requirement 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 settlement day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

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以及符合香港結算之股份收納規定後,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,自未繳股款及繳足股款供股股份各自於聯交所開始買賣之日期或由香港結算可能釐定之其他日期 起,可於中央結算系統寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易,須於其後第二個交收日在中央結算系統交 收。所有中央結算系統之活動均須遵守不時生效之《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。



possivi

BOSSINI INTERNATIONAL HOLDINGS LIMITED

堡獅龍國際集團有限公司*

Registrar:

Computershare Hong Kong Investor Services Limited Shops 1712-1716, 17th Floor Hopewell Centre 183 Queen's Road East Wanchai, Hong Kong

股份過戶登記處:

香港中央證券登記有限公司 香港灣仔 皇后大道東183號 合和中心 17樓1712至1716號舖

- * for identification purpose only
- * 僅供識別

(Incorporated in Bermuda with limited liability) (於百慕達註冊成立之有限公司) (Stock Code: 592)

(Stock Code: 592) (股份代號: 592)

RIGHTS ISSUE
OF RIGHTS SHARES
AT THE SUBSCRIPTION PRICE
OF HK\$0.37 EACH ON THE BASIS
OF ONE(1) RIGHTS SHARE
FOR EVERY TWO(2) EXISTING SHARES
HELD ON THE RECORD DATE
按於記錄日期每持有兩(2)股現有股份
可獲發一(1)股供股股份的基準
以認購價每股供股股份0.37港元

PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER THAN 4:00 P.M. THURSDAY, 20 APRIL 2023 股款須不遲於二零二三年四月二十日(星期四)下午四時正接納時繳足

進行供股

PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

Principal place of business

in Hong Kong:

2/F, PopOffice 9 Tong Yin Street

Tseung Kwan O

Kowloon, Hong Kong

香港主要營業地點:

香港九龍 將軍澳唐賢街9號

PopOffice 2樓

Registered office: 註冊辦事處:

Victoria Place, 5th Floor 31 Victoria Street

Hamilton HM 10

Bermuda

3 April 2023

二零二三年四月三日

Name(s) and address of Qualifying Shareholder(s) 合資格股東姓名及地址 Provisional Allotment Letter No. 暫定配額通知書編號

		The state of the s
		Total number of Shares registered in your name(s) on Friday, 31 March 2023 於二零二三年三月三十一日(星期五)登記於 關下名下之股份總數
	Box A 甲欄	
		Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 pm. on Thursday, 20 April 2023 暫定配發予 閣下之供股股份數目,接納之全數款項須不遲於二零二三年四月二十日 (星期四) 下午四時正前繳足
	Box B	1 1 1 1-1-1-1 11-772-780-74
	乙欄	Total subscription monies payable 應繳認購款項總額
	Box C 丙欄	HK\$ 港元
		Note: All remittances must be made in Hong Kong dollars by cheques which must be drawn on an account with, or by cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to "Bossini International Holdings Limited - Provisional Allotment Account" and crossed "Account Payee Only". All cheques and cashier's orders will be presented for payment immediately following receipt. Paye 50 m f a f a f a f a f a f a f a f a f a f
Name of bank on which		
cheque/cashier's order is drawn:		Cheque/cashier's order number:
支票/銀行本票的付款銀行名稱:		支票/銀行本票號碼:
Contact telephone number:		

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT, AD VALOREM STAMP DUTY IS PAYABLE ON IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT, AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT. 在轉讓本文件所指供股股份的認購權時,每宗買賣均須繳付從價印花稅。除出售以外,餽贈或轉讓實益權益亦須繳付從價印花稅。在本文件所指之任何供股股份配額轉讓登記之前,須出示已繳付從價印花稅之證明。

表格乙

FORM OF TRANSFER 轉讓表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of its/his/her/their right(s) to subscribe for the Rights Shares comprised herein) (僅供有意轉讓本暫定配額通知書所列其全部供股股份認購權之合資格股東填寫及簽署)

To:

The Directors

Bossini International Holdings Limited

致: 堡獅龍國際集團有限公司

列位董事

Dear Sirs and Madams,

I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C)

below.							
敬啟者:							
本人/吾等謹將本暫定配額通知書所列本人/吾等供股股份的認購權全數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。							
1	2	3	4				
Signature(s) of Qualifying Shareholder(s) (all joint shareholders must sign) 合資格股東簽署 (所有聯名股東均須簽署)							
			Date: 日期:				

Ad valorem stamp duty shall be payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed. 填妥此表格後,轉讓人及承讓人須就轉讓有關供股股份之認購權支付從價印花稅。

表格丙

REGISTRATION APPLICATION FORM 登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares has/have been transferred) (僅供已獲轉讓供股股份認購權之人士填寫及簽署)

To: The Directors

Bossini International Holdings Limited

堡獅龍國際集團有限公司 列位董事 致:

Dear Sirs and Madams,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/we agree to accept the same on the terms set out in this PAL and the accompanying Prospectus and subject to the memorandum of association and the Bye-Laws of the Company.

<u>/ 吾等謹請,閣下將表格甲中之</u>欄所列數目之供股股份登記於本人/ 吾等名下。本人/ 吾等同意按照本暫定配額通知書及隨附之章程所載之條款,並在公司組織章程大綱及

以可細則限制之規限下按約此等版1	π °						
			Existing Shareholder(s) Please m 現有股東請在欄內填上「X」號	nark "X" in this box			
To be completed in block letters in ENGLISH. Joint transferees should give the address of the first-named transferee only. 請用英文正楷填寫。聯名承讓人僅須填寫排名首位之承讓人之地址。 For Chinese transferee, please provide your name in both English and Chinese. 中國籍承讓人請同時填寫中、英文姓名。							
Name in English 英文姓名	Family name/Company name 姓氏/公司名稱	Other name(s 別名)	Name in Chinese 中文姓名			
Name(s) of joint transferee(s) in English (if any) 聯名承讓人							
聯名承讓人 英文姓名(如有)							
Address in English (joint transferees should give the address of the first-named applicant only) 英文地址(聯名承讓人僅須 填寫排名首位之申請人之地址)							
Occupation 職業				Telephone number 電話號碼			
Dividend instructions 派息指示							
Name and address of bank 銀行名稱及地址				Bank account number 銀行賬戶號碼			
·	2						
	0:						

Signature(s) of transferee(s) (all joint transferee(s) must sign) 承讓人簽署 (所有聯名承讓人均須簽署)

Date: 日期:_

Ad valorem stamp duty shall be payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed. 填妥此表格後,轉讓人及承讓人須就轉讓有關供股股份之認購權支付從價印花稅。

To accept this provisional allotment of the Rights Shares in full, you must lodge this original PAL intact with the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance in Hong Kong dollars for the full amount shown in Box C above so as to be received by not later than 4:00 p.m. on Thursday, 20 April 2023 (or such later date and/or time as mentioned under the paragraph headed "Effect of Bad Weather" overleaf). All remittances must be made in Hong Kong dollars and forwarded either by a cheque drawn on a bank account with, or, by a cashier's order issued by, a licensed bank in Hong Kong. All such cheques or cashier's orders must be made payable to "Bossini International Holdings Limited – Provisional Allotment Account" and crossed "Account Payee Only". Instructions on transfer and splitting are set out overleaf. No receipt will be given for such remittances.

閣下如全數接納此供股股份之暫定配額,必須將本暫定配額通知書正本連同以港元繳付上列丙欄所示之全數股款,於二零二三年四月二十日(星期四)下午四時正(或背頁「惡劣天氣之影響」一段所述之有關較後日期及/或時間)前交回股份過戶登記處,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付,並須以香港持牌銀行賬戶開出之支票或發出之銀行本票支付。所有該等支票或銀行本票須註明抬頭人為「Bossini International Holdings Limited – Provisional Allotment Account」,並須以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆之指示載於背頁。本公司不會就有關股款發出收據。

The Underwriting Agreement contains provisions granting the Underwriter, by notice to the Company, at any time before the Latest Time for Termination, the right to terminate the Underwriting Agreement on the occurrence of certain events. Please refer to the paragraph headed "Underwriters' Right to Terminate the Underwriting Agreement" overleaf for further details. The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated in accordance with its terms. If this condition is not fulfilled, the Rights Issue will not proceed. Please refer to the section headed "Letter from the Board – Conditions of the Rights Issue" of the Prospectus for further details.

包銷協議載有授予包銷商權利的條文,有權在發生若干事件的情形下於最後終止時限前任何時刻以通知本公司的方式終止包銷協議。進一步詳情請參閱背頁「包銷商終止包銷協議的權利」一段。供股須待包銷協議成為無條件且未有根據其條款遭終止時方可作實。倘此項條件未獲達成,供股將不會進行。進一步詳情請參閱章程「董事會函件一供股之條件」一節。

You are reminded that the Rights Issue is subject to the Scaling-down, details of which are set out in the Prospectus. 閣下務請注意,供股受縮減規限,有關詳情載於章程。

Shares have been dealt in on an ex-rights basis from Thursday, 23 March 2023. Dealings in the nil-paid Rights Shares will take place from Thursday, 6 April 2023 to Monday, 17 April 2023 (both days inclusive). Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or the nil-paid Rights Shares is advised to consult their own professional advisers and exercise caution. Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled will bear the risk that the Rights Issue may not become unconditional and may not proceed.

股份已自二零二三年三月二十三日(星期四)起按除權基準買賣。未繳股款供股股份預期於二零二三年四月六日(星期四)至二零二三年四月十七日(星期一)(包括首尾兩日)期間進行買賣。任何有意轉讓、出售或購買股份及/或未繳股款供股股份之股東或其他人士應諮詢彼等各自之專業顧問及務請審慎行事。任何股東或其他人士如在供股之所有條件達成之日前擬轉讓、出售或購買股份及/或未繳股款供股股份,將會承擔供股可能無法成為無條件及可能不會進行之風險。

Each person accepting the provisional allotment specified in this PAL confirms that he/she/it has read the terms and conditions and acceptance procedures set out in the enclosed sheet and in the Prospectus and agrees to be bound by them. You should seek your own advice and must rely on your own examination, analysis and enquiry of the Company, the terms of the Rights Issue, including the risks involved. You acknowledge that you have not relied on the Underwriter in connection with any investigation of the accuracy of any information contained in the Prospectus or your investment decision.

接納本暫定配額通知書所載的暫定配額的每位人士均確認彼已閱讀附頁及章程所載的條款及條件以及接納手續,並同意受其約束。 閣下須自行尋求建議且必須依賴自身有關本公司及供股條款(包括所涉及風險)的調查、分析及查詢。 閣下承認,任何調查章程所載任何資料是否準確及作出投資決定時並無依賴包銷商。

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

每份申請須附一張獨立支票或銀行本票 **繳付股款將不會獲發收據**



BOSSINI INTERNATIONAL HOLDINGS LIMITED

堡獅龍國際集團有限公司*

(Incorporated in Bermuda with limited liability)
(Stock Code: 592)

Dear Qualifying Shareholders,

3 April 2023

INTRODUCTION

Reference is made to the prospectus (the "Prospectus") dated 3 April 2023 issued by Bossini International Holdings Limited (the "Company") in relation to the Rights Issue. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the Rights Shares on the basis of one (1) Rights Share for every two (2) existing Shares registered in your name on the register of members of the Company as at the Record Date (i.e. Friday, 31 March 2023) at a subscription price of HK\$0.37 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A in Form A and the total number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

The Rights Shares when fully paid, allotted and issued, will rank *pari passu* in all respects with the existing Shares then in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid after the date of allotment and issue of the fully-paid Rights Shares.

Any Rights Shares provisionally allotted but not accepted, will be available for excess applications by the Qualifying Shareholders using the accompanying form of application for excess Rights Shares.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment and entitlements in full, you must lodge the whole of this PAL in accordance with the instructions printed herein intact with the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance for the full amount payable on acceptance, as set out in Box C in Form A, so as to be received by no later than 4:00 p.m. on Thursday, 20 April 2023 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather" below). 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 "Bossini International Holdings Limited – Provisional Allotment Account" and must be crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment and entitlements on the terms of this PAL and the Prospectus and subject to the memorandum of association and the bye-laws of the Company. No receipt will be given for such remittances.

It should be noted that unless this PAL, duly completed, together with the appropriate remittance shown in Box C in Form A, have been lodged as described above by no later than 4:00 p.m. Thursday, 20 April 2023 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather" below), whether by the original allottee or any person in whose favour the rights have been validly transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled. The Company may, at its sole discretion without obligation, treat this PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

bossini

BOSSINI INTERNATIONAL HOLDINGS LIMITED 堡 獅 龍 國 際 集 團 有 限 公 司 *

(於百慕達註冊成立之有限公司) (股份代號:592)

致合資格股東: 二零二三年四月三日

緒言

茲提述堡獅龍國際集團有限公司(「本公司」)於二零二三年四月三日就供股刊發之章程(「章程」)。除文義另有所指外,本暫定配額通知書所用詞彙與章程所界定者具有相同涵義。

根據章程所載條款及在其所載條件規限下,董事已向 閣下暫定配發供股股份,基準為按於記錄日期(即二零二三年三月三十一日(星期五)以 閣下名義在本公司股東名冊內登記之每持有兩(2)股現有股份獲發一(1)股供股股份,認購價為每股供股股份0.37港元。 閣下於記錄日期所持股份數目載於表格甲的甲欄,而暫定配發予 閣下之供股股份總數則載於表格甲的乙欄。

供股股份(經繳足股款、配發及發行後)將在所有方面與當時已發行的現有股份享有同等權利。繳足股款供股股份持有人將有權收取於繳足股款供股股份配發及發行日期後將宣派、作出或支付的所有未來股息及分派。

任何暫定配發但未被接納的供股股份均可由合資格股東使用隨附的額外供股股份申請表格作出額外申請。

接納及付款手續

閣下如欲承購全數暫定配額及權利,則不遲於二零二三年四月二十日(星期四)下午四時正(或下文「惡劣天氣之影響」一段所述之有關較後日期及/或時間),根據本暫定配額通知書所載指示將整份暫定配額通知書連同表格甲內丙欄所列接納時應付之全數股款交回股份過戶登記處,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付,及有關支票或銀行本票須由香港持牌銀行賬戶開出或發出,並註明抬頭人為「Bossini International Holdings Limited - Provisional Allotment Account」,且須以「只准入抬頭人賬戶」劃線方式開出。有關付款將構成接納本暫定配額通知書及章程之條款的暫定配額及權利,並受本公司之組織章程大綱及公司細則所規限。繳付有關股款將不會獲發收據。

務請注意,除非填妥的本暫定配額通知書連同表格甲內丙欄所示之適當股款已如上文所述不遲於二零二三年四月二十日(星期四)下午四時正(或下文「惡劣天氣之影響」一段所述之有關較後日期及/或時間)交回(無論由原獲配發人或已有效獲轉讓權利的任何人士遞交),否則本暫定配額及其項下之一切有關權利將被視作放棄及予以註銷。即使按上述規定交回之暫定配額通知書並未按有關指示填妥,本公司可全權酌情決定但並無責任將本暫定配額通知書視為有效,並對遞交通知書之人士或其代表具約束力。本公司可要求有關未有按指示填妥暫定配額通知書之申請人於稍後填妥有關通知書。

Completion and return of this PAL will constitute a warranty and representation by you to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions in connection with this PAL and any acceptance of provisionally allotted Rights Shares, have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees is subject to any such representations and warranties.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the Form of Transfer (Form B), and hand this PAL to the transferee(s) or persons through whom you are transferring your rights. The transferee(s) must then complete and sign the Registration Application Form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C in Form A with the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, so as to be received by no later than 4:00 p.m. on Thursday, 20 April 2023 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather" below). All remittances must be 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 "Bossini International Holdings Limited – Provisional Allotment Account" and crossed "Account Payee Only". No receipt will be given for such remittances.

It should be noted that ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

SCALE-DOWN MECHANISMS

Pursuant to the Underwriting Agreement, as the Rights Issue is only underwritten by the Underwriter on a best-effort and non-fully underwritten basis, and so as to avoid the unwitting triggering of the MGO Obligation and/or any non-compliance with the Public Float Requirement, 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 (i) does not trigger any MGO Obligation on the part of the applicant or parties acting in concert with him/her/it; and/or (ii) 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 PAL(s) or 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 the Public Float Requirement. Such scale-down of applications of Rights Shares shall operate on a fair and equitable basis under the following principles: (i) EAF(s) should be scaled down before PAL(s); and (ii) 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 avoidance of any doubt, any or any such onward allocation(s) shall be subject to the Scaling-down as well.

SPLITTING

If you wish to accept only part of your provisional allotment or to transfer a part of your rights to subscribe for the nil-paid Rights Shares provisionally allotted to you hereunder or to transfer all of your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Wednesday, 12 April 2023 with the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, who will cancel the original PAL and issue new PAL(s) in the denominations required, which will be available for collection at the office of the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

填妥及交回本暫定配額通知書即表示 閣下向本公司保證及聲明已經或將會遵守所有相關司法管轄區內有關暫定配額通知書及任何暫定配發供股股份的接納之所有註冊、法定及監管規定。為免生疑,香港結算或香港結算代理人概不受限於任何聲明及保證。

轉讓

閣下如欲將全部暫定配發予 閣下之供股股份認購權轉讓,須填妥及簽署轉讓表格(表格乙),並將本暫定配額通知書交予認購權之承讓人或轉讓經手人。其後,承讓人須不遲於二零二三年四月二十日(星期四)下午四時正(或下文「惡劣天氣之影響」一段所述之有關較後日期及/或時間)將登記申請表格(表格丙)填簽妥當,然後將整份暫定配額通知書連同表格甲丙欄所列接納時應付之全數股款交回股份過戶登記處,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付,及有關支票或銀行本票須由香港持牌銀行賬戶開出或發出,並註明抬頭人為「Bossini International Holdings Limited - Provisional Allotment Account」,且須以「只准入抬頭人賬戶」劃線方式開出。繳付有關股款將不會獲發收據。

謹請注意, 閣下轉讓有關供股股份之認購權予承讓人時,須繳付從價印花稅,而承讓人於接納有關權利時亦須繳付從價印花稅。

縮減機制

根據包銷協議,由於供股僅由包銷商按竭誠及非全額包銷基準包銷,為避免無意觸發強制全面要約責任及/或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受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:(i)不會觸發申請人或與其一致行動之人士的任何強制全面要約責任;及/或(ii)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,根據縮減機制,任何供股股份申請(不論按暫定配額通知書或額外申請表格)須受限於本公司釐定的供股規模縮減機制,以達至不會觸發任何強制全面要約責任或違反公眾持股量規定。有關縮減申請供股股份應基於以下原則以公平及公正基準進行:(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(ii)倘由於一組而非個人股東持股量過多而須進行縮減,額外申請表格及暫定配額通知書應按受影響的申請人於記錄日期的持股量按比例向受影響組別成員分配,但為避免任何疑問,任何或任何此類後續分配亦應縮減。

分拆

閣下如僅欲接納部分暫定配額或轉讓本通知書所述獲暫定配發可認購未繳股款供股股份之部分權利,或將暫時配發予 閣下的全部權利轉讓予一位以上之人士,須不遲於二零二三年四月十二日(星期三)下午四時三十分將原有暫定配額通知書交回及呈交股份過戶登記處以供註銷,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖,以便股份過戶登記處註銷原有暫定配額通知書,並按所需數額發出新暫定配額通知書。新暫定配額通知書可於 閣下交回原有暫定配額通知書後第二個營業日上午九時正後在股份過戶登記處辦事處(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)領取。

FRACTIONAL ENTITLEMENTS

The Company will not provisionally allot and will not accept application for any fractions of the Rights Shares. All fractions of the Rights Shares will be aggregated (and rounded down to the nearest whole number) and sold by the Company in the open market if a premium (net of expenses) can be obtained, and the Company will keep the net proceeds for its own benefit. Any unsold fractions of the Rights Shares will be aggregated and made available for excess application by the Qualifying Shareholders.

APPLICATION FOR EXCESS RIGHTS SHARES

Qualifying Shareholders are entitled to apply for, by way of application for excess Rights Shares, any unsold entitlements to the Rights Shares of the Non-Qualifying Shareholder(s) (if any), any unsold Rights Shares created by aggregating fractions of the Rights Shares and any nil-paid Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders or otherwise not subscribed for by renouncees or transferees of nil-paid Rights Shares.

If you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you must complete and sign the accompanying EAF in accordance with the instructions printed thereon and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Thursday, 20 April 2023 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather" below). 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 "Bossini International Holdings Limited – Excess Application Account" and crossed "Account Payee Only". No receipt will be given for such remittances.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of this PAL together with a cheque or cashier's order in payment for the Rights Shares, whether by a Qualifying Shareholder or by any nominated transferee, will constitute a warranty by you that the cheque or cashier's order will be honoured on first presentation.

Without prejudice to the other rights of the Company in respect hereof, any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event, the relevant provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES AND REFUND

Subject to the fulfilment (or waiver, where applicable) of the conditions of the Rights Issue, share certificates for all fully-paid Rights Shares are expected to be posted to those entitled thereto by ordinary post to their registered addresses at their own risk on or before Friday, 28 April 2023. Each successful applicant, except HKSCC Nominees, will receive one share certificate for all the Rights Shares and/or excess Rights Shares (if any) allotted and issued to him/her/it.

If the Rights Issue is terminated, refund cheques will be posted by ordinary post to the relevant Shareholders, at their own risk, on Friday, 28 April 2023. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be returned to the applicants by ordinary post to their registered addresses at their own risk on Friday, 28 April 2023.

零碎配額

本公司將不會暫定配發任何零碎供股股份,亦不會接受任何零碎供股股份之申請。倘經扣除開支後可獲得溢價,本公司將會彙集(並向下湊整至最接近整數)所有零碎供股股份並於公開市場上出售,而所得款項淨額將撥歸本公司所有。任何未售出零碎供股股份將予彙集並可供合資格股東額外申請。

申請額外供股股份

合資格股東有權透過申請額外供股股份之方式申請認購不合資格股東之任何未售出供股股份配額(如有)、通過彙集 零碎供股股份所產生的任何未售出供股股份及已暫定配發但未獲合資格股東接納或未獲未繳股款供股股份受棄讓人 或承讓人認購的任何未繳股款供股股份。

閣下如欲申請認購暫定配發予 閣下者以外之任何供股股份,必須按隨附之額外申請表格印列之指示將其填妥及簽署,並連同所申請認購額外供股股份須另行支付之股款,於二零二三年四月二十日(星期四)下午四時正(或下文「惡劣天氣之影響」一段所述之有關較後日期及/或時間)前交回股份過戶登記處,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付,並須以香港持牌銀行賬戶開出之支票或發出之銀行本票支付,並註明抬頭人為「Bossini International Holdings Limited – Excess Application Account」,且須以「只准入抬頭人賬戶」劃線方式開出。繳付有關股款將不會獲發收據。

支票及銀行本票

所有支票及銀行本票於接獲後將立即過戶,而有關款項所產生之所有利息(如有)將撥歸本公司所有。填妥及交回本暫定配額通知書連同支付供股股份股款的支票或銀行本票(不論由合資格股東或任何獲提名承讓人交回),即表示 閣下保證該支票或銀行本票將於首次過戶時兌現。

倘任何隨附支票或銀行本票於首次過戶時未能兌現,則本公司拒絕受理任何該等暫定配額通知書之權利,但不影響本公司之其他相關權利。在此情況下,有關暫定配額及據此給予之一切有關權利將被視作放棄及予以註銷。

股票及退款

待供股之條件達成(或獲豁免,如適用)後,全部繳足股款之供股股份股票預期將於二零二三年四月二十八日(星期五)或之前,以平郵方式寄發予相關人士之登記地址,郵誤風險概由彼等自行承擔。各成功申請人(香港結算代理人除外)將會就其獲配發及發行之所有供股股份及/或額外供股股份(如有)獲發一張股票。

倘供股被終止,退款支票將於二零二三年四月二十八日(星期五)以平郵方式寄發予相關股東,郵誤風險概由彼等自行承擔。全部或部分未能成功申請之額外供股股份之退款支票(如有)預期將於二零二三年四月二十八日(星期五)以平郵方式退還予申請人之登記地址,郵誤風險概由彼等自行承擔。

If the Underwriter exercises the right to terminate the Underwriting Agreement before 5:00 p.m. on the Latest Time for Termination or if the conditions of the Rights Issue are not fulfilled or waived (as applicable), the monies received in respect of acceptances of the Rights Shares will be returned to the Qualifying Shareholders 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 posted by ordinary post to their registered addresses at their own risk on or before Friday, 28 April 2023.

UNDERWRITERS' RIGHT TO TERMINATE THE UNDERWRITING AGREEMENT

The Underwriter shall be entitled by notice in writing issued by the Underwriter to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement, if, at any time prior to the Latest Time For Termination there occurs, in the reasonable opinion of the Underwriter:

- (a) any of the following which 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 prejudices the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with 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); or
 - (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, and/or after the date hereof) of a political, military, financial, economic or currency (including a change in the system under which the value of the Hong Kong currency 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 for more than ten consecutive Business Days (other than pending publication of this announcement or any other 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; or
- (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 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 member of the Group or the destruction of any material asset of the Group; or
- (c) any event of force majeure occurs, including without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, military conflict, strike or lock-out which in the reasonable opinion of the Underwriter materially or adversely affects the business or financial or trading position or prospects of the Group as a whole;
- (d) the commencement by any third party of any litigation or claim against any member of the Group after the signing of the Underwriting Agreement which, in the reasonable opinion of the Underwriter, is or might be material to the Group taken as a whole; or
- (e) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole occurs, whether or not ejusdem generis with any of the foregoing.

倘包銷商行使權利於最後終止時限當日下午五時正前終止包銷協議或倘供股條件未獲達成或豁免(倘適用),則就接納供股股份所收取之款項將於二零二三年四月二十八日(星期五)或之前不計利息以支票方式以平郵方式寄送合資格股東或已獲有效轉讓未繳股款供股股份之該等其他人士(倘為聯名接納人,則為名列首位之人士)之登記地址,郵誤風險概由彼等自行承擔。

包銷商終止包銷協議的權利

包銷商有權透過於最後終止時限前向本公司送達書面通知終止包銷協議,倘於最後終止時限前任何時間發生,令包銷商合理認為:

- (a) 將或可能對本集團的業務或財務或營運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,或 基於其他理由令進行供股屬不宜或不智的任何下列事項:
 - (i) 頒佈任何新法律或規例或現有法律或規例(或其司法詮釋)出現任何變動;或
 - (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(包括香港貨幣價值與 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 本暫定配額通知書日期之前及/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(惟因等待刊發供股公告或有關供股的任何其他文件除外);(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;或
- (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(在不限制前述事項一般性的原則下)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;或
- (c) 發生任何不可抗力事件,包括(在不限制其一般性的原則下)任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、軍事衝突、罷工或停工,按包銷商合理認為對本集團的整體業務或財務或營運狀況或前景構成重大不利影響;
- (d) 於簽署包銷協議後,任何第三方對本集團任何成員公司提出任何訴訟或申索,而包銷商合理認為對或可能對本 集團整體而言屬重大;或
- (e) 本集團的整體業務或財務或營運狀況或前景出現任何其他重大不利變動(不論是否與前述任何一項同類)。

If, at or prior to the Latest Time for Termination:

- (a) the Company commits any material breach of or omits to materially observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement, where, in the reasonable opinion of the Underwriter, such breach or omission will or is likely to have a material and adverse effect on its business, financial or trading prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or
- (b) the Underwriter shall receive notification pursuant to the Underwriting Agreement, or shall otherwise become aware of, the fact that any of the representations, warranties or undertakings contained in the Underwriting Agreement was, when given, untrue or inaccurate or incomplete or would be untrue or inaccurate if repeated as provided in the Underwriting Agreement, and the Underwriter shall, in its reasonable discretion, determine that any such untrue representation, warranty or undertaking represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or
- (c) the Company's application to the Listing Committee of the Stock Exchange for the permission for the listing of, and permission to deal in, the Rights Shares (in their nil-paid and fully-paid forms) on the Stock Exchange is withdrawn by the Company and/or refused or revoked by the Stock Exchange; or
- (d) any condition to enable the Rights Shares (in their 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; or
- (e) any statement contained in the Announcement or any Right Issue Document has been shown to be untrue or, inaccurate, incomplete in any material respect or misleading with reference to the date on which such statement was made; or
- (f) the Company shall, after any Specified Event has occurred or come to the Underwriter's attention, fail to send out any announcement or circular (after the despatch of the Rights Issue Documents) in accordance with applicable requirements under the Listing Rules and/or applicable laws for the purpose of preventing the creation of a false market in the securities of the Company,

the Underwriter shall be entitled (but not bound) by notice in writing issued by it to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement and rescind the Underwriting Agreement. Any such notice shall only be served by the Underwriter prior to the Latest Time for Termination.

EFFECT OF BAD WEATHER

The latest time for acceptance of and payment for the Rights Shares and application and payment for excess Right Shares will not take effect if there is a tropical cyclone warning signal no. 8 or above, "extreme conditions" caused by super typhoon as announced by the government of Hong Kong 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 the Final Acceptance Date. Instead, the latest time of acceptance of and payment for the Rights Shares and application and payment for excess Right 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 the Final Acceptance Date. Instead, the latest time of acceptance of and payment for the Rights Shares and application and payment for excess Right Shares will be re-scheduled 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 and payment for the Rights Shares and application and payment for excess Rights Shares does not take effect on the Final Acceptance Date, the dates mentioned in the expected timetable in the Prospectus may be affected. The Company will notify the Shareholders by way of announcement(s) on any changes to the expected timetable as soon as practicable in this regard.

倘於最後終止時限或之前:

- (a) 本公司嚴重違反或因疏忽而未能確實遵守其根據包銷協議明確承擔的任何責任、承諾、聲明或保證,而包銷商 合理認為該違反或疏忽將或可能對本集團的整體業務、財務或經營前景造成重大不利影響或基於其他原因可 能對供股造成嚴重損害;或
- (b) 包銷商根據包銷協議接獲通知,或透過其他方式知悉,包銷協議所載任何聲明、保證或承諾於作出時為失實或不準確或不完整,或倘轉述而將成為失實或不準確,而包銷商合理酌情釐定任何有關失實聲明、保證或承諾代表或可能代表本集團的整體業務、財務或營運狀況或前景出現重大不利變動,或基於其他原因可能對供股造成嚴重損害;或
- (c) 本公司撤回及/或聯交所拒絕或撤銷本公司向聯交所上市委員會申請批准未繳股款及繳足股款的供股股份於 聯交所上市及買賣;或
- (d) 未達成任何條件以使未繳股款及繳足股款的供股股份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的有關接納事宜或措施已經或將會遭拒絕;或
- (e) 該公佈或任何章程文件所載任何陳述已被證明在任何重大方面屬失實、不準確、或參考該陳述作出之日有所誤 導;或
- (f) 於任何特定事件發生或包銷商發現任何特定事件後,本公司未能按上市規則及/或適用法律的適用要求發出 任何公告或通函(於寄發章程文件後),以防止本公司證券形成虛假市場,

則包銷商將有權(但無義務)透過其向本公司發出書面通知的方式選擇將有關事項或事件視為解除及撤銷其於包銷協議項下的責任並撤銷包銷協議。任何有關通知僅應由包銷商於最後終止時限前送達。

惡劣天氣之影響

於以下情況下,接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限將不會生效:倘八號或以上熱帶氣旋警告信號、由香港政府所公佈超強颱風引致之「極端情況」或「黑色」暴雨警告:(i)於最後接納日期任何本地時間中午十二時正前在香港生效,並於當日中午十二時正後解除,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股款之最後時限將順延至同一個營業日下午五時正;或(ii)於最後接納日期任何本地時間中午十二時正至下午四時正期間在香港生效,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股款之最後時限將更改為於上午九時正至下午四時正期間任何時間並無發出上述警告之下一個營業日下午四時正。

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股款之最後時限並無於最後接納日期生效,則章程中之預期時間表所述日期或會受到影響。倘預期時間表出現任何變動,本公司將就此於實際可行情況下盡快作出公佈知會股東。

DISTRIBUTION OF THIS PAL AND THE OTHER RIGHTS ISSUE DOCUMENTS

This PAL shall only be sent to the Qualifying Shareholders.

The Rights Issue Documents have not been and will not be registered and/or filed under any applicable securities or equivalent legislation of any jurisdictions other than Hong Kong.

No action has been taken to permit a public offering of the Rights Shares, other than in Hong Kong, or the distribution of the Rights Issue Documents in any jurisdiction other than Hong Kong. Accordingly, the Rights Issue Documents may not be used for the purpose of, and do not constitute, an offer or invitation in any jurisdiction or in any circumstances in which such an offer or invitation is not authorised or to any person to whom it is unlawful to make such an offer or invitation. It is the responsibility of the Shareholders (including the Overseas Shareholders) to observe the local legal and regulatory requirements applicable to them for taking up and onward sale (if applicable) of the Rights Shares.

GENERAL

Lodgment of this PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split PALs and/or the share certificates for Rights Shares.

Copies of the Prospectus giving details of the Rights Issue are available at the Company's principal place of business, at 2/F, PopOffice, 9 Tong Yin Street, Tseung Kwan O, Kowloon, Hong Kong.

The terms and conditions relating to application for the Rights Shares as set out in the Prospectus shall apply. This PAL and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, the laws of Hong Kong.

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

PERSONAL DATA COLLECTION - PAL

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company and the Registrar and/or their respective advisers and agents the personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides you with rights to ascertain whether the Company or the Registrar hold your personal data, to obtain a copy of that data and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) 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 the Company, at its registered office at 2/F, PopOffice, 9 Tong Yin Street, Tseung Kwan O, Kowloon, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company, or (as the case may be) to the Registrar at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for the attention of HK Privacy Officer.

派發本暫定配額通知書及其他供股文件

本暫定配額通知書僅向合資格股東寄發。

除香港以外,供股文件並無亦將不會根據任何司法管轄區之任何適用證券法或等同法例登記及/或備案。

本公司並無採取任何行動,以批准在香港以外任何地區公開提呈發售供股股份或在香港以外任何司法管轄區派發供股文件。因此,在未受批准,或向任何人士提呈發售或提出認購邀請即屬違法的任何司法管轄區或任何情況下,本供股文件不得用作亦不構成提呈發售或提出認購邀請。股東(包括海外股東)在認購及後續出售(如適用)供股股份時須遵守其適用的地方法律及監管規定。

一般事項

交回已由應獲發本暫定配額通知書之人士簽署之暫定配額通知書連同(如屬有關)轉讓及提名表格,即為交回上述文件之人士有權處理暫定配額通知書,並有權收取暫定配額分拆函件及/或供股份之股票之最終憑證。

載有供股詳情的章程可於本公司之主要營業地點(地址為香港九龍將軍澳唐賢街9號PopOffice 2樓)查閱。

章程所載有關申請供股股份之條款及條件將適用。本暫定配額通知書及任何當中所載要約的接納均受香港法例管轄,並按其詮釋。

倘本暫定配額通知書之中英文版本有任何歧義,概以英文版本為準。

收集個人資料一暫定配額通知書

填妥、簽署及交回本暫定配額通知書隨附之表格,即表示 閣下同意向本公司及股份過戶登記處及/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 閣下為其利益而接納暫定配發之供股股份之人士之任何資料。《個人資料(私隱)條例》(香港法例第486章)賦予 閣下權利,可確定本公司或股份過戶登記處是否持有 閣下個人資料、索取有關資料之副本及更正任何不準確之資料。根據《個人資料(私隱)條例》,本公司及股份過戶登記處有權就處理任何查閱資料要求而收取合理費用。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,應寄往本公司之註冊辦事處(地址為香港九龍將軍澳唐賢街9號PopOffice 2樓)或根據適用法律不時通知之地點並以本公司之公司秘書或(視情況而定)股份過戶登記處(地址為香港灣仔皇后大道東183號合和中心17M樓)的香港隱私主任為收件人。