

Provisional Allotment Letter No.
暫定配額通知書編號

IMPORTANT
重要提示

Terms defined in the Prospectus issued by Global Mastermind Holdings Limited ("Company") dated 28 January 2016 in relation to the New Rights Issue ("Prospectus") shall have the same meanings when used herein unless the context otherwise requires.

除文義另有所指外，Global Mastermind Holdings Limited 環球大通集團有限公司*（「本公司」）日期為二零一六年一月二十八日就新一輪供股刊發之供股章程（「供股章程」）所界定之詞彙與本文件所採用者具有相同涵義。

THIS PROVISIONAL ALLOTMENT LETTER ("PAL") IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THE ACCOMPANYING PROSPECTUS EXPIRES AT 4:00 P.M. TUESDAY, 16 FEBRUARY 2016 (OR SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" OVERLEAF).

此乃有價值及可轉讓的暫定配額通知書（「暫定配額通知書」），並須 閣下即時處理。隨附的供股章程所載的要約將於二零一六年二月十六日（星期二）下午四時正（或首頁「惡劣天氣之影響」一段所述之較後日期）屆滿。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS 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 CONSULT YOUR LICENSED SECURITIES DEALER, OTHER LICENSED CORPORATION, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本暫定配額通知書任何方面或應採取之行動有任何疑問或 閣下如已出售或轉讓 閣下全部或部分本公司股份，應諮詢 閣下的持牌證券交易商、其他持牌法團、銀行經理、律師、專業會計師或其他專業顧問。

A copy of each of the Prospectus Documents, together with copies of the documents specified in the paragraph headed "Documents delivered to the Registrar of Companies in Hong Kong" in Appendix III to the Prospectus, have been delivered to the Registrar of Companies in Hong Kong for registration pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, The Stock Exchange of Hong Kong Limited and the Securities and Futures Commission of Hong Kong take no responsibility for the contents of any of these documents referred to above.

各份章程文件連同供股章程附錄三內「送呈香港公司註冊處處長文件」一段所述之文件，已遵照香港法例第32章公司（清盤及雜項條文）條例第342C條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、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上述任何文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this PAL, 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 PAL.

香港交易及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本暫定配額通知書之內容概不負責，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暫定配額通知書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。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both 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 nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from their respective commencement dates of dealings on the Stock Exchange or such other date as may be determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of 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，並符合香港結算之證券收納規定後，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，自其各自於聯交所開始買賣日期或於香港結算釐定之有關其他日期起，可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必須於其後第二個交易日於中央結算系統交收。於中央結算系統進行之所有活動均須依據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進行。

Global Mastermind Holdings Limited
環球大通集團有限公司*

(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立之有限公司)

(Stock Code: 8063)

(股份代號：8063)

NEW RIGHTS ISSUE ON THE BASIS OF
TWO RIGHTS SHARES FOR EVERY ONE EXISTING SHARE
HELD ON THE RECORD DATE

按於記錄日期每持有一股現有股份獲發兩股供股股份之基準進行新一輪供股

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Registered Office:

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

Head office and principal place
of business in Hong Kong:

Unit 1611
16/F., West Tower
Shun Tak Centre
168-200 Connaught Road Central
Hong Kong

總辦事處及香港主要營業地點：

香港
干諾道中168-200號
信德中心
西座16樓
1611室

28 January 2016
二零一六年一月二十八日

Branch share registrar and
transfer office in Hong Kong:
Computershare Hong Kong Investor Services Limited
Shops 1712-1716,
17th Floor, Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong

香港股份過戶登記分處：
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
1712-1716號舖

Name(s) and address of Qualifying Shareholder(s)
合資格股東的姓名及地址

Number of Shares registered in your name(s) on Wednesday, 27 January 2016
於二零一六年一月二十七日（星期三）登記於 閣下名下之股份數目

BOX A
甲欄

Total number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Tuesday, 16 February 2016
暫定配發予 閣下之供股股份總數，股款須不遲於二零一六年二月十六日（星期二）下午四時正前接納時繳足

BOX B
乙欄

Total subscription monies payable
應繳認購股款總額

BOX C
丙欄
HK\$
港元

Contact telephone number:
聯絡電話號碼：_____

Cheque/banker's cashier's order number:
支票/銀行本票號碼：_____

Name of bank on which cheque/banker's
cashier's order is drawn:
支票/銀行本票的付款銀行名稱：_____

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE BRANCH SHARE REGISTRAR AND TRANSFER OFFICE IN HONG KONG, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED 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 TUESDAY, 16 FEBRUARY 2016. 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 "GLOBAL MASTERMIND HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". DETAILS OF TRANSFER AND SPLITTING ARE SET OUT IN AN ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCES.

閣下如欲接納全部供股股份的暫定配額，須將本暫定配額通知書整份連同上文丙欄所示港元全數股款，於二零一六年二月十六日（星期二）下午四時正前交回香港股份過戶登記分處香港中央證券登記有限公司（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，並以在香港持牌銀行戶口開出的支票或以香港持牌銀行發出的銀行本票支付。所有支票或銀行本票均須註明抬頭人為「GLOBAL MASTERMIND HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT」，並以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆配額的詳情載於隨附表格。本公司將不就有關股款另發收據。

The New Rights Issue is conditional upon the fulfilment of the conditions set out under the paragraph headed "Conditions of the New Rights Issue" in the section headed "Letter from the Board" as contained in the Prospectus.

新一輪供股須待供股章程所載「董事會函件」一節「新一輪供股之條件」一段所載條件達成後方可作實。

Dealings in the Shares were on an ex-rights basis from Tuesday, 19 January 2016. Dealings in the Rights Shares in their nil-paid form will take place from Monday, 1 February 2016 to Thursday, 11 February 2016 (both dates inclusive). If the conditions of the New Rights Issue are not fulfilled or the Underwriting Agreement is terminated by the Underwriter on or before 4:30 p.m., Monday, 22 February 2016 (or such later time as the Underwriter may agree with the Company), the New Rights Issue will not proceed.

股份於二零一六年一月十九日（星期二）起按除權基準買賣。未繳股款供股股份將於二零一六年二月一日（星期一）起至二零一六年二月十一日（星期四）（包括首尾兩日）買賣。倘於二零一六年二月二十二日（星期一）下午四時半（或包銷商與本公司可能協定之較後時間）或之前，新一輪供股條件未能達成或包銷商終止包銷協議，則新一輪供股將不會進行。

Accordingly, any persons contemplating buying or selling the Shares and/or nil-paid Rights Shares up to the date when the conditions of the New Rights Issue are fulfilled (and the date on which the Underwriters' right of termination of the Underwriting Agreement ceases), and any dealings in the nil-paid Rights Shares from Monday, 1 February 2016 to Thursday, 11 February 2016 (both dates inclusive) will bear the risk that the New Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating any dealings in the Shares and/or nil-paid Rights Shares are recommended to consult their own professional advisers.

因此，有意於新一輪供股條件達成當日（及包銷商終止包銷協議權利停止當日）前買賣股份及/或 未繳股款供股股份以及於二零一六年二月一日（星期一）至二零一六年二月十一日（星期四）（包括首尾兩日）買賣任何未繳股款供股股份之任何人士，均將承擔新一輪供股未必會成為無條件或未必會進行之風險。建議擬買賣任何股份及/或 未繳股款供股股份之任何股東或其他人士應諮詢彼等本身之專業顧問。

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH ACCEPTANCE
NO RECEIPT WILL BE GIVEN
每份接納須隨附一張獨立開出的支票或銀行本票
本公司將不另發股款收據

* for identification purposes only
* 僅供識別

IN THE EVENT OF TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR RIGHTS SHARE(S), 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 ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓供股股份的認購權，每項買賣均須繳付從價印花稅。除以出售形式外，饋贈或轉讓實益擁有的權益亦須繳付從價印花稅。在登記轉讓本文件所代表之供股股份配額之前，須出示已繳付從價印花稅的證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION
轉讓及提名表格

(To be completed and signed only by Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Share(s) comprised herein)
(僅供擬將其於本表格所列全部供股股份認購權全數轉讓的合資格股東填寫及簽署)

To: The Directors

Global Mastermind Holdings Limited

致: **Global Mastermind Holdings Limited** 環球大通集團有限公司*

列位董事 台照

Dear Sir/Madam,

I/We hereby transfer all of my/our right(s) to subscribe for the Rights Share(s) 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/吾等的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)的該(等)人士。

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) of Shareholder(s) (all joint Shareholders must sign)

股東簽署(所有聯名股東均須簽署)

Date: _____ 2016

日期: 二零一六年 _____ 月 _____ 日

Ad valorem stamp duty is payable in connection with the transfer of your right(s) to subscribe for the Rights Share(s).

閣下轉讓可認購供股股份之權利須繳付從價印花稅。

Form C
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 right(s) to subscribe for the Rights Share(s) 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

Global Mastermind Holdings Limited

致: **Global Mastermind Holdings Limited** 環球大通集團有限公司*

列位董事 台照

Dear Sir/Madam,

I/We request you to register the number of Rights Share(s) mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者:

本人/吾等謹請 閣下將表格甲內乙欄所列之供股股份數目，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供股章程所載條款，以及在 貴公司之章程大綱及組織章程細則規限下，接納此等供股股份。

Existing Shareholder(s)
Please mark "X" in this box
現有股東請在本欄內填上「X」號

To be completed in BLOCK letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.

請用英文正楷填寫。聯名申請人只須填報排名首位的申請人的地址。

For Chinese applicant(s), please provide your name(s) in both English and Chinese.

華籍申請人請同時填寫中、英文姓名。

Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Other names 名字	Name in Chinese 中文姓名	
Name continuation and/or full name(s) of joint applicant(s) (if any) 姓名(續)及/或聯名申請人姓名(如有)				
Address in English 英文地址 (Joint applicants should give the address of the first-named applicant only) (聯名申請人僅須填報排名首位的申請人的地址)				
Occupation 職業		Tel. no. 電話號碼		
Dividend Instructions 股息指示				
Name and address of bank 銀行名稱及地址				Bank account number 銀行賬戶號碼

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) of applicant(s) (all joint applicant(s) must sign) 申請人簽署(所有聯名申請人均須簽署)

Date: _____ 2016

日期: 二零一六年 _____ 月 _____ 日

Ad valorem stamp duty is payable in connection with the transfer of your right(s) to subscribe for the Rights Share(s).

閣下轉讓可認購供股股份之權利須繳付從價印花稅。

* for identification purposes only
* 僅供識別

Global Mastermind Holdings Limited

環球大通集團有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8063)

28 January 2016

Dear Qualifying Shareholders,

INTRODUCTION

Reference is made to the prospectus issued by Global Mastermind Holdings Limited ("Company") dated 28 January 2016 in relation to the New Rights Issue ("Prospectus"). Terms defined in the Prospectus shall have the same meanings when used herein unless context otherwise requires. In accordance with the terms and subject to the conditions as set out in the Prospectus, the Directors have provisionally allotted to you the number of Rights Shares indicated in Box B on the front page of the PAL in the proportion of two (2) Rights Shares for every one (1) Share registered in your name in the register of members of the Company on the Record Date (that is, Wednesday, 27 January 2016). Your holding of the Shares on the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B.

Any Rights Shares provisionally allotted, but not accepted by the Qualifying Shareholders or otherwise not subscribed for by transferees of nil-paid Rights Shares, will be available for excess applications by the Qualifying Shareholders using the accompanying EAF.

The Prospectus Documents have not been and will not be registered under the applicable securities legislation of any jurisdictions other than Hong Kong. The Prospectus (without the PAL and the EAF) is being sent to the Prohibited Shareholders for their information only. Save as described under the paragraph headed "Rights Overseas Shareholders" in the section headed "Transfer of Rights" in the Prospectus, no action has been taken by the Company to permit the offering of the New Rights Issue in any territory outside Hong Kong.

No persons receiving a copy of the Prospectus or a PAL or an EAF and having a registered address in the register of members of the Company in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of any person (including but without limitation, a nominee, agent and trustee) receiving the Prospectus Documents outside Hong Kong and wishing to make an acceptance for the Rights Shares under the New Rights Issue to satisfy himself/herself/itself as to the full observance of the laws of the relevant territory or jurisdiction including the obtaining of any governmental or other consents for observing any other formalities which may be required in such territory or jurisdiction, and to pay any taxes, duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. No application for Rights Shares will be accepted from any Prohibited Shareholders. The Company reserves the right to refuse to accept any application for Rights Shares where it believes that acceptance would violate the applicable securities or other laws or regulations of any jurisdiction outside Hong Kong.

Completion and return of the PAL by any person will be deemed to constitute a representation and warranty from such person to the Company that those local laws and requirements of the relevant territory or jurisdiction have been fully complied with. If you are in doubt as to your position, you should consult your licensed securities dealer, other licensed corporation, bank manager, solicitor, professional account or other professional adviser. For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representation or warranty.

No provisional allotment of the Rights Shares has been or will be made to the Prohibited Shareholders and the PAL or EAF is being sent to them. Arrangements will be made for the Rights Shares which would otherwise have been provisionally allotted to the Prohibited Shareholders to be sold in the market in their nil-paid form after dealings in the nil-paid Rights Shares commence on the Stock Exchange and in any event before the last day for dealings in nil-paid Rights Shares if a premium (net of expenses) can be obtained. Proceeds of each sale, less expenses and stamp duty, above HK\$100 will be distributed by the Company to the relevant Prohibited Shareholders or to their shareholdings on the Record Date (but rounded down to the nearest cent) in Hong Kong dollars. The Company will retain individual amounts of HK\$100 or less for the benefit of the Company. Any unsold nil-paid Rights Shares of the Prohibited Shareholders will be made available for excess application on the EAF by the Qualifying Shareholders. The Company will send the Prospectus to the Prohibited Shareholders, to the extent reasonably practicable and legally permitted, for their information only. The Company will not send PAL or EAF to the Prohibited Shareholders.

RIGHTS SHARES

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

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both 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 nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from their respective commencement dates of dealings on the Stock Exchange or such other date as may be determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

PROCEDURES FOR ACCEPTANCE AND PAYMENT

To make an acceptance for your provisional allotment of Rights Shares in full, you must lodge the whole of the PAL intact with the Registrar, Computershare Hong Kong Investor Services Limited 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 shown in Box C, so as to be received by not later than 4:00 p.m. on Tuesday, 16 February 2016, or such later date as may be agreed between the Company and the Underwriters. All remittances must be made in Hong Kong dollars. 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 "Global Mastermind Holdings Limited – Rights Issue Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment of the Rights Shares on the terms of the PAL and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with the PAL should be addressed to the Registrar at the above address. It should be noted that unless the PAL, duly completed, together with the appropriate remittance shown in Box C, has been lodged with the Registrar in the manner as described above, by not later than 4:00 p.m. on Tuesday, 16 February 2016, whether by the original allottee or any person to whom the rights have been validly transferred, the relevant provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled and such Rights Shares will be available for application under the EAFs by other Qualifying Shareholders. The Company may (at its sole discretion) treat a 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.

Completion and return of the PAL will constitute a warranty and representation to the Company, from such person, that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong, in connection with the PAL and any acceptance of it, have been or will be, duly complied with. The Company reserves the right to refuse to accept any application for Rights Shares where it believes that acceptance would violate the applicable securities legislations or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representation or warranty.

EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to your provisional allotment hereunder, 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 being applied for, with the Registrar by not later than 4:00 p.m. on Tuesday, 16 February 2016 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of Bad Weather" below). All remittances must be made by cheques or cashier's orders in Hong Kong dollars. Cheques must be drawn on a bank account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Global Mastermind Holdings Limited – Excess Application Account" and crossed "Account Payee Only". No receipt will be given for such remittances. It should be noted that the allotment of excess Rights Shares will be made by the Board at its discretion on a pro rata basis in proportion to the number of excess Rights Shares being applied for under each application, except that preference will be given to applications for less than a board lot of Rights Shares where it appears to the Directors that such applications are made to round up odd-lot holdings to whole-lot holdings and that such applications are not made with intention to abuse the mechanism.

TRANSFER AND SPLITTING

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 and nomination" (Form B) and hand the PAL to the transferee(s) or through whom you are transferring your rights. The transferee(s) must then complete and sign the "Registration application form" (Form C) and lodge the PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, so as to be received by not later than 4:00 p.m. on Tuesday, 16 February 2016. 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 "Global Mastermind Holdings Limited – Rights Issue Account" and crossed "Account Payee Only". It should be noted that 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.

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer all or part of your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by not later than 4:30 p.m. on Wednesday, 3 February 2016 with the Registrar, Computershare Hong Kong Investor Services Limited 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 Registrar, Computershare Hong Kong Investor Services Limited 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 the surrender of the original PAL(s). It should be noted that 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. The Company may (at its sole discretion) treat PAL(s) 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.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriters may terminate the Underwriting Agreement by notice in writing to the Company at any time prior to 4:30 p.m. on Monday, 22 February 2016 if:

- the absolute opinion of any of the Underwriters, the success of the New Rights Issue would be materially and adversely affected by:
 - the introduction of any new law or regulation or any change in existing law or regulation for the judicial interpretation or other occurrence of any nature whatsoever which may in the absolute opinion of any of the Underwriters materially and adversely affect 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 New Rights Issue; or
 - 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 any of the Underwriters materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially or adversely prejudice the success of the New Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the New Rights Issue; or
- any material 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 any of the Underwriters is likely to materially or adversely affect the success of the New Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the New Rights Issue; or
- there is any change in the circumstances of the Company or any member of the Group which in the absolute opinion of any of the Underwriters 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 member of the Group or the destruction of any material asset of the Group; or
- any event of force majeure including without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- any other material adverse change in 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
- the Prospectus Documents in connection with the New Rights Issue when published contain information (either as to business prospects or the financial 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 any of the Underwriters is material to the Group as a whole and is likely to affect materially and adversely the success of the New Rights Issue or might cause a reasonably prudent investor not to apply for its assured entitlements of Rights Shares under the New Rights Issue; or
- 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 any of the Underwriters, a material omission in the context of the New Rights Issue; or
- any suspension in the trading of securities of the Company or the listing of securities on the Stock Exchange for a period of more than ten consecutive Business Days, excluding any suspension in connection with the clearance of the Announcements, the Circular or the Prospectus Documents or other announcements or circulars in connection with the New Rights Issue; or
- any moratorium, suspension or material restriction on trading of the shares on the Stock Exchange due to exceptional financial circumstances or otherwise,

any of the Underwriters shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement (as amended and supplemented by the Supplemental Underwriting Agreement and the Extension Letter).

Any of the Underwriters shall be entitled by notice in writing to rescind the Underwriting Agreement (as amended and supplemented by the Supplemental Underwriting Agreement and the Extension Letter) if prior to the Latest Time for Termination:

- any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement (as amended and supplemented by the Supplemental Underwriting Agreement and the Extension Letter) comes to the knowledge of any of the Underwriters; or
- any Specified Events comes to the knowledge of the Underwriters.

Any such notice shall be served by any of the Underwriters prior to the Latest Time for Termination.

Upon the giving of notice in accordance with the above, the Underwriting Agreement (as amended and supplemented by the Supplemental Underwriting Agreement and the Extension Letter) shall terminate and the obligations of the parties shall forthwith cease and be null and void and none of the parties shall, save in respect of any right or liability accrued before such termination, have any right against or liability towards any of the other parties arising out of or in connection with the Underwriting Agreement (as amended and supplemented by the Supplemental Underwriting Agreement and the Extension Letter).

EFFECT OF BAD WEATHER

All times in the PAL refer to Hong Kong time. If there is a "black" rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong on Tuesday, 16 February 2016:

- at any time before 12:00 noon and no longer in force after 12:00 noon, the Latest Time for Acceptance will be postponed to 5:00 p.m. on the same Business Day; or
- at any time between 12:00 noon and 4:00 p.m., the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the next 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.

Under such circumstances, the dates mentioned in the expected timetable above (including, without limitation, the Latest Time for Termination) may be affected.

Dates or deadlines stated herein for events in the timetable are indicative only and may be extended or varied between the Company and the Underwriters. Any changes to the anticipated timetable for the New Rights Issue will be announced as and when appropriate.

Conditions of the New Rights Issue

The New Rights Issue is conditional upon:

- the passing of the necessary resolution(s) at the EGM to approve the New Rights Issue (including but not limited to the allotment and issue of the Rights Shares), the Underwriting Agreement (as amended and supplemented by the Supplemental Underwriting Agreement and the Extension Letter) and the transaction documents respectively thereunder by the Independent Shareholders;
- the delivery to the Stock Exchange for authorisation and the registration with the Registrar of Companies in Hong Kong respectively one copy of each of the Prospectus Documents duly signed by two Directors (or by their agents duly authorised in writing) as having been approved by resolution of the Directors (and all other documents required to be attached thereto) and otherwise in compliance with the GEM Listing Rules and the Companies (Winding Up and Miscellaneous Provisions) Ordinance not later than the Prospectus Posting Date;
- the posting of the Prospectus Documents to the Qualifying Shareholders and the posting of the Prospectus and an Overseas Letter to the Prohibited Shareholders, if any, for information purpose only explaining the circumstances in which they are not permitted to participate in the New Rights Issue or before the Prospectus Posting Date;
- the Listing Committee of the Stock Exchange granting or agreeing to grant (subject to allotment) and not having withdrawn or revoked listing of and permission to deal in the Rights Shares (in their nil-paid and fully paid forms) by no later than the business day prior to the first day of their dealings;
- the Underwriting Agreement (as amended and supplemented by the Supplemental Underwriting Agreement and the Extension Letter) not having been terminated or rescinded by the Underwriters in accordance with its terms on or before the Latest Time for Termination; and
- compliance with and performance of all undertakings and obligations of the Company under the Underwriting Agreement (as amended and supplemented by the Supplemental Underwriting Agreement and the Extension Letter).

The above conditions of the Underwriting Agreement (as amended and supplemented by the Supplemental Underwriting Agreement and the Extension Letter) (other than condition (f)) above which can only be waived jointly by the Underwriters) are incapable of being waived, if any of the conditions of the Underwriting Agreement (as amended and supplemented by the Supplemental Underwriting Agreement and the Extension Letter) is not satisfied or waived (as the case may be) by the Latest Time for Termination or such other date as the Company and the Underwriters may agree, the Underwriting Agreement (as amended and supplemented by the Supplemental Underwriting Agreement and the Extension Letter) shall terminate and no party shall have any claim against any other party for costs, damages, compensation or otherwise save for any antecedent breaches.

CHEQUES AND CASHIER'S ORDER

All cheques and cashier's orders will be presented for payment following receipt and all interests earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of the PAL and/or EAF together with a cheque or a cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant that the cheque or the cashier's order will be honoured in full presentation. Without prejudice to its other rights in respect thereof, the Company reserves the right to reject any PAL and/or EAF in respect of which the accompanying cheque or cashier's order is dishonoured, and in that event the relevant provisional allotment of Rights Shares and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application for Rights Shares, and any underpaid application will be rejected. In the event of an overpaid application, a refund cheque, without interest, will be made out to you only if the overpaid amount is HK\$100 or above. No receipt will be issued in respect of any PAL and/or relevant remittance received.

Subject to the fulfillment of the conditions of the New Rights Issue, refund cheques, without interest, in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted by ordinary post at your own risk to your registered addresses on or before Monday, 29 February 2016. If the Underwriters exercise its rights to terminate the Underwriting Agreement on or before the Latest Time for Termination or if the conditions of the New Rights Issue are not fulfilled, the Rights Issue will not proceed and the monies received in respect of the relevant provisional allotments and/or the applications for excess Rights Shares, without interest, will be returned to the applicants (or in the case of joint applicants, to the first named applicant) by means of cheques (crossed "Account Payee Only") to be despatched by ordinary post to their registered addresses at the risk of such applicants on or before Monday, 29 February 2016.

SHARE CERTIFICATES AND REFUND CHEQUES

Subject to the fulfillment of the conditions of the New Rights Issue, share certificates for the Rights Shares are expected to be posted by Monday, 29 February 2016 to those Shareholders entitled thereto by ordinary post at their own risks. You will receive one share certificate for all the Rights Shares and/or excess Rights Shares (if any), both in fully-paid form, allotted and issued to you.

Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares are also expected to be posted on or before Monday, 29 February 2016 by ordinary post at such Shareholders' own risk.

If there is a "black" rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong on Tuesday, 16 February 2016:

- at any time before 12:00 noon and no longer in force after 12:00 noon, the Latest Time for Acceptance will be postponed to 5:00 p.m. on the same Business Day; or
- at any time between 12:00 noon and 4:00 p.m., the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the next 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.

Under such circumstances, the dates mentioned in the expected timetable above (including, without limitation, the Latest Time for Termination) may be affected.

Dates or deadlines stated herein for events in the timetable are indicative only and may be extended or varied between the Company and the Underwriters. Any changes to the anticipated timetable for the New Rights Issue will be announced as and when appropriate.

GENERAL

Lodgment of the PAL with, where relevant, the "Form of transfer and nomination" (Form B) purporting to have been signed by the person(s) in whose favour the PAL has been issued, shall be conclusive evidence of the party or parties lodging it to deal with the same and to receive a split letter of allotment and the certificates for Rights Shares.

Further copies of the Prospectus are available at the Registrar, Computershare Hong Kong Investor Services Limited at 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong during normal business hours.

All documents, including cheques for refund, will be sent by ordinary post at the risks of the relevant applicants or other persons entitled thereto to their registered addresses by the Registrar on or before Monday, 29 February 2016. Any refund cheques will be drawn in favour of the person(s) named on the form.

The PAL and all acceptances of the offer contained herein shall be governed by and construed in accordance with the laws of Hong Kong.

PERSONAL DATA COLLECTION – PAL

In completing, signing and submitting the PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents 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 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 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 principal place of business at Unit 1611, 16/F, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, 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 its address set out above for the attention of Privacy Compliance Officer.

Yours faithfully,
For and on behalf of the Board of
Global Mastermind Holdings Limited
Mung Bun Man, Alan
Executive Director