

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回，方為有效。

IMPORTANT
重要提示

Reference is made to the prospectus issued by Elegance Optical International Holdings Limited dated 23 January 2020 in relation to the rights issue (the “**Prospectus**”). Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述高雅光學國際集團有限公司所刊發日期為二零二零年一月二十三日有關供股的章程(「**章程**」)。除文義另有界定外，本文件所用詞彙與章程所界定者具有相同涵義。

THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (“EAF”) WILL EXPIRE AT 4:00 P.M. ON MONDAY, 10 FEBRUARY 2020 (OR, UNDER BAD WEATHER AND/OR EXTREME CONDITIONS, SUCH LATER TIME AND/OR DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE” BELOW).

本暫定配額通知書(「暫定配額通知書」)具有價值及可轉讓，並請即處理。本暫定配額通知書及隨附之額外申請表格(「額外申請表格」)所載之要約將於二零二零年二月十日(星期一)下午四時正(或於惡劣天氣及／或極端情況下，則於下文「惡劣天氣及／或極端情況對最後接納時限的影響」一段所述之較後時間及／或日期)屆滿。

IF YOU ARE IN ANY DOUBT ABOUT THIS PAL OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, LICENSED SECURITIES DEALER OR REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.

閣下對本暫定配額通知書或將採取之行動如有任何疑問，應諮詢閣下之股票經紀、持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this PAL, together with a copy of the Prospectus, the EAF and the other documents specified in the paragraph headed “14. Documents Delivered to the Registrar of Companies” in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and the Securities and Futures Commission of Hong Kong take no responsibility for the contents of any of these documents.

本暫定配額通知書連同章程、額外申請表格以及章程附錄三「14.送呈公司註冊處處長的文件」一段所述之其他文件之副本，已根據香港法例第32章《公司(清盤及雜項條文)條例》第342C條於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(「**聯交所**」)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。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and Hong Kong Securities Clearing Company Limited (the “**HKSCC**”) 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.

香港交易及結算所有限公司、聯交所及香港中央結算有限公司(「**香港結算**」)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，概不對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。

Dealings in the Shares, the Rights Shares in their nil-paid form and fully-paid form may be settled through the Central Clearing and Settlement System established and operated by HKSCC (the “**CCASS**”) and you should consult your stockbroker or licensed securities dealer 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之供股股份之買賣可透過香港結算設立及運作之中央結算及交收系統(「**中央結算系統**」)進行交收，閣下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有關該等交收安排之詳情，以及有關安排對閣下之權利及權益可能構成之影響。

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 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.

待未繳股款及繳足股款之供股股份於聯交所上市及買賣獲批准以及香港結算之股份收納規定獲符合後，未繳股款及繳足股款之供股股份將獲香港結算接納為合資格證券以於中央結算系統存入、結算及交收，由未繳股款及繳足股款之供股股份各自於聯交所之開始買賣日期(或香港結算釐定之有關其他日期)起生效。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交收。於中央結算系統項下之一切活動須遵守不時生效之《中央結算系統一般規則》及《中央結算系統運作程序規則》。

Form A
表格甲

Hong Kong Branch Share

Registrar:

香港股份過戶登記分處:

Tricor Tengis Limited

Level 54, Hopewell Centre,

183 Queen's Road East,

Hong Kong

卓佳登捷時有限公司

香港

皇后大道東183號

合和中心54樓



ELEGANCE OPTICAL INTERNATIONAL HOLDINGS LIMITED

高雅光學國際集團有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 907)

(股份代號: 907)

Head office and
principal place
of business in Hong Kong:

總辦事處及香港主要營業地點:

Unit 2405, 24/F,

World Wide House,

19 Des Voeux Road Central,

Central,

Hong Kong

香港

中環

德輔道中19號

環球大廈

24樓2405室

Registered office:

註冊辦事處:

Clarendon House,

2 Church Street,

Hamilton HM 11,

Bermuda

23 January 2020

二零二零年一月二十三日

**RIGHTS ISSUE OF 202,184,561 RIGHTS SHARES
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\$0.14
PER RIGHTS SHARE PAYABLE IN FULL ON
ACCEPTANCE BY NOT LATER THAN 4:00 P.M. ON MONDAY,
10 FEBRUARY 2020**

以供股方式發行202,184,561股供股股份
基準為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
認購價為每股供股股份0.14港元且股款須於接納時
(即不遲於二零二零年二月十日(星期一)下午四時正)全數繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

Name(s) and address of Qualifying Shareholder(s)

合資格股東姓名/名稱及地址

[]

Provisional Allotment Letter No.

暫定配額通書編號

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BOX A 甲欄 (Note 1 附註1)

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BOX B 乙欄 (Note 2 附註2)

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BOX C 丙欄 HK\$ 港元 (Note 3 附註3)

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Note 1 Total number of Shares registered in your name(s) on Wednesday, 22 January 2020
附註1 於二零二零年一月二十二日(星期三)以閣下名義登記之股份總數

Note 2 Number of Rights Shares provisionally allotted to your subject to payment in full
on acceptance by no later than 4:00 p.m. on Monday, 10 February 2020
附註2 暫定配發予閣下之供股股份數目, 惟須不遲於二零二零年二月十日(星期一)下午
四時正前接納時全數繳足股款

Note 3 Total subscription money(ies) payable in full upon acceptance
附註3 於接納時全數應繳之認購款項總額

Name of bank on which cheque/cashier's order is drawn:

支票/銀行本票付款銀行名稱: _____

Cheque/cashier's order number:

支票/銀行本票號碼: _____

Please insert your contact telephone no.:

請填上閣下聯絡電話號碼: _____

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IN THE EVENT OF TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR RIGHTS SHARE(S), HONG KONG AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTERESTS OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

在轉讓供股股份的認購權時，每項買賣均須繳納香港從價印花稅。以出售以外方式餽贈或轉讓實益權益亦須繳納香港從價印花稅。在辦理本暫定配額通知書所載供股股份配額任何轉讓登記之前，須出示已繳納香港從價印花稅之證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION
轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Share(s) set out in Box B of Form A)
(僅供擬將其／彼等於表格甲內乙欄所列認購供股股份之權利全數轉讓之合資格股東填寫及簽署)

To: The Directors
Elegance Optical International Holdings Limited
致：高雅光學國際集團有限公司
列位董事 台照

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／吾等茲將本暫定配額通知書所列本人／吾等可認購供股股份之權利全數轉讓予接受此權利並簽署以下登記申請表格(表格丙)之人士。

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 日期: _____ 2020

Note: Hong Kong stamp duty of HK\$5.00 and ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.

附註：就轉讓 閣下認購供股股份之權利而言，須支付香港印花稅5.00港元及從價印花稅。

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 rights to subscribe for the Rights Shares have been transferred)
(僅供承讓認購供股股份權利之人士填寫及簽署)

To: The Directors
Elegance Optical International Holdings Limited
致：高雅光學國際集團有限公司
列位董事 台照

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 embodied in this PAL and the Prospectus and subject to the memorandum of association and the bye-laws of the Company.

敬啟者：
本人／吾等謹請 閣下將表格甲內乙欄所列數目之供股股份以本人／吾等名義登記。本人／吾等同意按照本暫定配額通知書及章程所載之條款，並在 貴公司之組織章程大綱及公司細則限制下接納該等股份。

Existing Shareholder(s) Please mark "X" in this box
現有股東請於此欄內填上[X]符號

| | | | |
|--|-------------------------------------|-----------------------------|-------------------------|
| 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之申請人地址。 For Chinese applicant(s), please provide your name(s) in both English and Chinese. 華籍申請人請填寫中英文姓名。 | | | |
| Name of applicant in English 申請人英文姓名 | Family name/Company name 姓氏／公司名稱 | Other name(s) 名字 | Name in Chinese 中文姓名 |
| Name continuation and/or names of joint applicant(s) (if any) 續姓名及／或聯名申請人姓名(如有) | | | |
| Address in English (joint applicants should give the address of the first-named applicant only) 英文地址(聯名申請人只須填報排名首位之申請人地址) | | | |
| Occupation 職業 | | Telephone no. 電話號碼 | |
| Dividend instructions 派息指示 | | | |
| Name and address of bank 銀行名稱及地址 | | Bank account no. 銀行賬戶號碼 | |
| Account type 賬戶類別 | | For office use only 公司專用 | |

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

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

Date 日期: _____ 2020

Note: Hong Kong ad valorem stamp duty is payable in connection with the acceptance of the rights to subscribe for the Rights Shares.

附註：閣下接納可認購供股股份之權利須繳納香港從價印花稅。



TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, TRICOR TENGIS LIMITED, LEVEL 54, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG, TOGETHER WITH A REMITTANCE BY CHEQUE OR CASHIER'S ORDER IN HONG KONG DOLLARS FOR THE FULL AMOUNT (ROUNDED UP TO THE NEAREST 2 DECIMAL PLACES) SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR BY NOT LATER THAN 4:00 P.M. ON MONDAY, 10 FEBRUARY 2020 (OR, UNDER BAD WEATHER AND/OR EXTREME CONDITIONS, SUCH LATER TIME AND/OR DATE AS MENTIONED IN THE PARAGRAPH HEADED "**EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE**" BELOW). 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 "**ELEGANCE OPTICAL INTERNATIONAL HOLDINGS LIMITED – PROVISIONAL ALLOTMENT ACCOUNT**" AND CROSSED "**ACCOUNT PAYEE ONLY**". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT BELOW. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

閣下如欲接納全部供股股份之暫定配額，必須將本暫定配額通知書整份連同以港元繳付之上文丙欄所示之全數股款(向上約整至小數點後兩位)(以支票或銀行本票形式)，最遲須於二零二零年二月十日(星期一)下午四時正(或於惡劣天氣及／或極端情況下，則於背頁「**惡劣天氣及／或極端情況對最後接納時限的影響**」一段所述之較後時間及／或日期)送達過戶處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心54樓)並獲過戶處收訖。所有股款須以港元繳付，並以在香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付。所有支票或銀行本票均須註明抬頭人為「**ELEGANCE OPTICAL INTERNATIONAL HOLDINGS LIMITED – PROVISIONAL ALLOTMENT 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之指示載於背頁。本公司將不就有關股款另發收據。

The Rights Issue is conditional upon the fulfilment (or waiver (as applicable)) of the conditions set out under the paragraph headed "Conditions of the Rights Issue" in the letter from the Board in the Prospectus.

供股須待章程董事會函件「供股之條件」一段所載條件獲達成(或豁免(倘適用))後，方可作實。

The Prospectus Documents have not been and will not be registered or filed under the applicable securities legislation of any jurisdiction other than Hong Kong.

章程文件並無亦將不會根據香港以外任何司法權區之適用證券法例登記或存檔。

Termination and Force Majeure of the Underwriting Agreement

包銷協議之終止及不可抗力

If prior to the Latest Time for Termination:

倘於最後終止時限前：

- (A) the Underwriter shall become aware of the fact that, or shall have reasonable cause to believe that any of the warranties or undertakings in the Underwriting Agreement was untrue, inaccurate, misleading or breached, or there is any matter which would reasonably be expected to give rise to a material breach or claim, and in each case the same is (in the absolute opinion of the Underwriter) material in the context of the Rights Issue; or

包銷商獲悉或有合理理由相信包銷協議中的任何保證或承諾屬不真實、不準確、存在誤導或已遭違反，或發生可合理預期會引致重大違反行為或申索的任何事宜，而每種情況下(包銷商全權認為)對供股而言屬重大；或

- (B) there shall be:

凡：

- (i) any introduction of any new law or regulation or any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority, whether in Hong Kong or elsewhere;

香港或其他地區出台任何新法例或規例，或現行法例或規例出現任何變動，或任何法院或其他主管機關變更其任何詮釋或應用；

- (ii) any event, series of events or circumstances resulting in or likely to result in (whether or not foreseeable) any change in (whether or not permanent) local, national or international, financial, political, military, industrial, economic, legal, fiscal, taxation, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in the PRC, Hong Kong and the Bermuda which develop, occur, happen, come into effect, exist or come to the knowledge of the Underwriter;

形成、出現、發生、生效、存在或包銷商得悉，導致或可能導致(不論是否屬可預見)中國、香港及百慕達的地方、國家或國際金融、政治、軍事、工業、經濟、法律、財政、稅務、監管或證券市場事宜或狀況或貨幣匯率或外匯管制發生任何變動(不論是否屬永久)的任何事件、連串事件或情況；

- (iii) any event or circumstance in the nature of force majeure including, without limitation, any act of government, any local, national or international event or change of a political, military, financial, economic or other nature, any local, national or international outbreak or escalation of hostilities or armed conflict affecting local securities markets, economic sanctions, strike or lock-out (whether or not covered by insurance), riot, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, outbreak of infectious disease, declaration of a state of emergency or calamity or crisis, in the PRC, Hong Kong and Bermuda;

中國、香港及百慕達發生屬於不可抗力事件性質之任何事件或情況，包括但不限於任何政府行動、有關政治、軍事、金融、經濟或其他性質的地方、國家或國際事件或變動，或任何地方、國家或國際敵對行為或影響地方證券市場的武裝衝突之爆發或升級、經濟制裁、罷工或停工(不論是否受保險承保)、暴亂、火災、爆炸、水災、地震、內亂、戰亂或宣戰、敵對行為爆發或升級(不論是否已宣戰)、恐怖活動(不論是否有人已承認責任)、天災、疫症、流行病、爆發傳染病、宣佈進入緊急或災難或危機狀態；

- (iv) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction of trading in securities) occurs;

市況發生任何不利變動(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、證券交易暫停或重大限制)；

- (v) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out occurred after the signing of the Underwriting Agreement;

簽署包銷協議後發生的任何天災、戰爭、暴亂、公共秩序混亂、內亂、火災、水災、爆炸、流行病、恐怖活動、罷工或停工；

- (vi) any material adverse change in the circumstances of the Company or any member of the Group;

本公司或本集團任何成員公司的情況發生任何重大不利變動；

- (vii) any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange occurs due to exceptional financial circumstances or otherwise;

因特殊財務狀況或其他理由而對在聯交所買賣股份施加任何暫行禁令、暫停或重大限制；

- (viii) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than seven consecutive Business Days, excluding any suspension in connection with the clearance of this announcement or the Prospectus Documents or other announcements in connection with the Rights Issue or for such events as required under the Listing Rules not caused by any default or breach of the Listing Rules by the Company;

整體證券或本公司證券於聯交所之買賣暫停超過七個連續營業日期間，惟因審批本公告或章程文件或與供股有關之其他公告而暫停或因並非本公司違約或違反上市規則而導致的上市規則規定的有關事件而暫停則除外；

- (ix) the occurrence of any Specified Event which is incapable of being waived by the Underwriter, or

發生任何包銷商無法豁免的指定事件，或

- (x) any change or development involving a prospective change in taxation or exchange controls in Hong Kong or elsewhere,

涉及香港或其他地區稅務或外匯管制預期變動的任何變化或發展，

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

而包銷商全權酌情認為其：

- (a) likely to have a material adverse effect on the business, financial position or prospects of the Group taken as a whole; or

可能會對本集團整體的業務、財務狀況或前景造成重大不利影響；或

- (b) likely to have a material adverse effect on the success of the Rights Issue or the level of Rights Shares to be taken up; or

可能會對供股的成功或將予認購的供股股份的水平造成重大不利影響；或

- (c) so material as to make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue; 影響重大以致繼續進行供股變得不適當、不明智或不實際；

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

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

Upon termination pursuant to the terms of the Underwriting Agreement, all obligations of the Underwriter thereunder shall cease and determine and no party shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement (save for any antecedent breaches thereof) and the Company shall not be liable to pay any underwriting commission.

在根據包銷協議條款終止協議後，包銷商於協議項下之所有責任將停止及終止以及概無訂約方可就包銷協議所產生或與之有關的任何事項或事宜向任何其他訂約方提出任何索償(惟任何先前違反包銷協議者除外)，且本公司無須支付任何包銷佣金。

The Shares have been dealt in on an ex-rights basis from Tuesday, 14 January 2020. Dealings in the Rights Shares in their nil-paid form will take place from 9:00 a.m. on Wednesday, 29 January 2020 to 4:10 p.m. on Wednesday, 5 February 2020 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled or waived (as applicable) by Thursday, 13 February 2020 or the Underwriting Agreement is terminated by the Underwriter at or before 4:00 p.m. on Thursday, 13 February 2020 (or such other time or date as may be agreed between the Company and the Underwriter in writing), the Rights Issue will not proceed.

股份已於二零二零年一月十四日(星期二)起按除權基準買賣。未繳股款供股股份將於二零二零年一月二十九日(星期三)上午九時正至二零二零年二月五日(星期三)下午四時十分(包括首尾兩日)買賣。倘於二零二零年二月十三日(星期四)之前供股條件未獲達成或未獲豁免(倘適用)或於二零二零年二月十三日(星期四)下午四時正(或本公司與包銷商可能書面協定之有關其他日期或時間)或之前，包銷協議被包銷商終止，則供股將不會進行。

Accordingly, any persons contemplating dealings in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled or waived (as applicable) (and the date on which the Underwriter's right of termination of the Underwriting Agreement ceases), and/or any dealings in the nil-paid Rights Shares from 9:00 a.m. on Wednesday, 29 January 2020 to 4:10 p.m. on Wednesday, 5 February 2020 (both dates inclusive) shall bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating any dealings in the Shares and/or the nil-paid Rights Shares are recommended to consult their own professional advisers and exercise caution.

因此，有意於供股之所有條件獲達成或獲豁免(倘適用)(及包銷協議項下包銷商的終止權終止之日期)前買賣股份及／或由二零二零年一月二十九日(星期三)上午九時正至二零二零年二月五日(星期三)下午四時十分(包括首尾兩日)買賣任何未繳股款供股股份之任何人士，均須承擔供股可能不會成為無條件或可能不會進行之風險。有意買賣任何股份及／或未繳股款供股股份之任何股東或其他人士，建議諮詢彼等本身之專業顧問及審慎行事。

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.

接納本暫定配額通知書所訂明之暫定配額之每位人士均確認其已閱讀所附文件及章程所載之條款及條件以及接納手續，並同意受其約束。

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH ACCEPTANCE

每份接納須隨附一張獨立開出之支票或銀行本票

NO RECEIPT WILL BE GIVEN

本公司將不另發收據



ELEGANCE OPTICAL INTERNATIONAL HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 907)

Dear Qualifying Shareholders,

23 January 2020

INTRODUCTION

Reference is made to the prospectus of Elegance Optical International Holdings Limited (the “**Company**”) dated 23 January 2020 in relation to the Rights Issue (the “**Prospectus**”). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires. In accordance with the terms and conditions as set out in the Prospectus, the Directors have provisionally allotted to you a number of Rights Shares on the basis of one (1) Rights Share for every two (2) existing Shares in issue and registered in your name(s) in the register of members of the Company on the Record Date (that is, Wednesday, 22 January 2020) at the Subscription Price of HK\$0.14 per Rights Share. Your holding of the Shares on the Record Date is set out in Box A in Form A and the number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

(i) Any unsold entitlements to the Right Shares of the Non-Qualifying Shareholders (if applicable); (ii) any unsold Rights Shares created by adding together fractions of the Rights Shares (if any); and (iii) any nil-paid Rights Shares provisionally allotted but not validly accepted by the Qualifying Shareholders or otherwise not subscribed for by renounees or transferees of nil-paid Rights Shares (if any) will be available for excess applications by the Qualifying Shareholders using the Excess Application Form (“**EAF**”). The Prospectus Documents have not been and will not be registered or filed under any applicable securities legislation of any jurisdictions other than Hong Kong. Save as described under the paragraph headed “Rights of Overseas Shareholders” in the letter from the Board in the Prospectus, no action has been taken by the Company to permit the offering of the Rights Issue in any territory outside Hong Kong.

No persons receiving a copy of the Prospectus or a PAL or an EAF in any territory or jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in a territory or jurisdiction where such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof or where the offer is made in reliance on any exemption or where compliance with the relevant legal or regulatory requirement will not, in the Board’s judgement, be unduly burdensome. It is the responsibility of any person(s) outside Hong Kong wishing to make on his/her/its/their behalf an application for the Rights Shares under the Rights Issue to satisfy himself/herself/itself/themselves before subscribing for the allotted Rights Shares or excess Rights Shares, as to the full observance of the laws and regulations of all relevant territory or jurisdiction, including the obtaining of any governmental or other consents and to pay any taxes, duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. Any acceptance of the offer of the 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. Such persons should consult their professional advisers if in doubt. No application for Rights Shares will be accepted from the Non-Qualifying Shareholders (if any). 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.



高雅光學國際集團有限公司
(於百慕達註冊成立之有限公司)
(股份代號：907)

敬啟者：

緒言

茲提述高雅光學國際集團有限公司(「本公司」)日期為二零二零年一月二十三日有關供股之章程(「章程」)。除文義另有所指外，章程所界定詞彙與本文件所採用者具有相同涵義。根據章程所載條款及條件，董事已向閣下暫定配發若干數目供股股份，基準為於記錄日期(即二零二零年一月二十二日(星期三))以閣下名義在本公司股東名冊上登記之每持有兩(2)股現有已發行股份獲配發一(1)股供股股份，認購價為每股供股股份0.14港元。閣下於記錄日期持有之股份列於表格甲內甲欄，而閣下所獲暫定配發之供股股份數目則列於表格甲內乙欄。

(i) 不合資格股東可享有之任何供股股份之未出售配額(倘適用)；(ii) 由零碎供股股份(如有)彙集產生的任何未出售供股股份；及(iii) 已暫定配發但未獲合資格股東有效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(如有)，將可供合資格股東使用額外申請表格(「額外申請表格」)作出額外申請。章程文件並無亦不會根據香港以外之任何司法權區之任何適用證券法律登記或備案。除章程董事會函件中「海外股東之權利」一段所述外，本公司概無採取任何行動以批准於香港以外任何地區提呈供股。

於香港以外任何地區或司法權區接獲章程或暫定配額通知書或額外申請表格之人士，不得視之為申請供股股份要約或邀請，除非有關要約或邀請可於有關地區或司法權區合法地作出而毋須遵照任何登記或其他法律或監管規定，或該要約是依賴任何豁免而作出或根據董事會的判斷，該要約在符合有關法律或監管規定方面不會過於繁重。有意在香港以外地區為其利益申請供股項下供股股份之任何人士，有責任於認購獲配發供股股份或額外供股股份前全面自行遵守所有相關地區或司法權區之法例及規例(包括取得任何政府或其他同意)，並繳付有關地區或司法權區就此而規定繳付之任何稅項、徵稅及其他款項。任何人士接納任何供股股份要約將被視為構成該人士對本公司作出其已全面遵守當地法律及規定之聲明及保證。有關人士如有任何疑問，應諮詢其專業顧問。本公司將不會接納不合資格股東(如有)認購供股股份之申請。倘本公司相信接納任何認購供股股份之申請會觸犯香港以外任何司法權區之適用證券或其他法例或規例，則本公司保留拒絕接納有關申請之權利。

RIGHTS SHARES

The Rights Shares, when allotted, issued 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 and issue of the fully-paid Rights Shares. Dealings in the Rights Shares will be subject to payment of stamp duty, Stock Exchange trading fee, transaction levy, investor compensation levy (if applicable) and any other applicable fees and charges in Hong Kong.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Right 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.

PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Tengis Limited, Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong, together with a remittance by cheque or cashier's order for the full amount payable on acceptance (rounded up to the nearest 2 decimal places), as shown in Box C in Form A, so as to be received by the Registrar by not later than 4:00 p.m. on Monday, 10 February 2020 (or, under bad weather and/or extreme conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather and/or extreme conditions on the Latest Time for Acceptance" below). 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 "**ELEGANCE OPTICAL INTERNATIONAL HOLDINGS LIMITED – PROVISIONAL ALLOTMENT ACCOUNT**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment of Rights Shares 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. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

It should be noted that unless this duly completed PAL, together with the appropriate remittance shown in Box C in Form A, has been lodged in the manner as described above, by not later than 4:00 p.m. on Monday, 10 February 2020 (or, under bad weather and/or extreme conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather and/or extreme conditions on the Latest Time for Acceptance" below), whether by the original allottee or any person to whom the provisional allotment has 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 the Qualifying Shareholders. The Company is not obliged to but may, at its sole and absolute discretion, treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions in the PAL. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

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 the Rights Shares where it believes that in doing so would violate the applicable securities legislations or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the above representation or warranty.

供股股份

供股股份經配發、發行及繳足股款後，將在所有方面與當時已發行股份享有同地位。繳足股款供股股份之持有人將有權收取可能於配發及發行繳足股款供股股份當日或之後宣派、作出或支付之所有未來股息及分派。買賣供股股份將須繳付印花稅、聯交所交易費、交易徵費、投資者賠償徵費(倘適用)及任何其他香港適用之費用及收費。

倘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，可由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由香港結算釐定之有關其他日期起，於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易，須於其後第二個交易日於中央結算系統交收。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。

接納之手續

閣下如欲承購供股股份之全部暫定配額，必須將整份本暫定配額通知書連同表格甲內丙欄所載於接納時應付之全數股款(向上約整至小數點後兩位)(以支票或銀行本票形式)，最遲須於二零二零年二月十日(星期一)下午四時正(或於惡劣天氣及／或極端情況下，則於下文「惡劣天氣及／或極端情況對最後接納時限的影響」一段所述之較後時間及／或日期)送達過戶處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心54樓)並獲過戶處收訖。所有股款須以港元繳付。支票須以香港之持牌銀行戶口開出，或銀行本票須由香港之持牌銀行發出，及註明抬頭人為「**ELEGANCE OPTICAL INTERNATIONAL HOLDINGS LIMITED – PROVISIONAL ALLOTMENT ACCOUNT**」，並劃線註明「只准入抬頭人賬戶」。繳付股款後，即表示已按本暫定配額通知書及章程所載之條款，並在本公司組織章程大綱及細則的規限下接納供股股份之暫定配額。本公司將不另發股款收據。所有有關本暫定配額通知書之查詢均須寄交上述地址之過戶處。

謹請注意，除非填妥之本暫定配額通知書連同表格甲內丙欄所示之應繳股款於不遲於二零二零年二月十日(星期一)下午四時正(或於惡劣天氣及／或極端情況下，則於下文「惡劣天氣及／或極端情況對最後接納時限的影響」一段所述之較後時間及／或日期)由原承配人或任何已有效承讓暫定配額之人士按上述方式送達過戶處，否則有關暫定配額及其項下之一切權利及配額將被視作放棄並予以取消，而有關供股股份將可供合資格股東以額外申請表格作出申請。即使暫定配額通知書並未遵照暫定配額通知書之相關指示填妥，本公司無需但可全權酌情決定視暫定配額通知書為有效，並使遞交暫定配額通知書之人士或其代表受其約束。本公司可要求有關未填妥之暫定配額通知書申請人於稍後填妥有關表格。

填妥及交回暫定配額通知書將構成有關人士向本公司作出保證及聲明，其已經或將會就暫定配額通知書及其任何接納妥為遵守香港以外所有相關司法權區之一切登記、法例及法規之規定。倘本公司相信接納任何供股股份申請將違反任何司法權區之適用證券法例或其他法例或法規，則本公司保留拒絕受理有關申請之權利。為免生疑問，香港結算或香港中央結算(代理人)有限公司將概不受任何上述聲明或保證規限。

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 this 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 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, Tricor Tengis Limited, Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong, so as to be received by the Registrar by not later than 4:00 p.m. on Monday, 10 February 2020 (or, under bad weather and/or extreme conditions, such later time and/or date as mentioned in the paragraph headed “Effect of bad weather and/or extreme conditions on the Latest Time for Acceptance” 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 “**ELEGANCE OPTICAL INTERNATIONAL HOLDINGS LIMITED – PROVISIONAL ALLOTMENT ACCOUNT**” and crossed “**Account Payee Only**”. It should be noted that Hong Kong 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 Friday, 31 January 2020 with the Registrar, Tricor Tengis Limited, Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong, who will cancel this original PAL and issue new PAL(s) in the denominations required which will be available for collection at the Registrar, Tricor Tengis Limited, Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong after 9:00 a.m. on the second business day after the surrender of this original PAL(s). The Company is not obliged to but may, at its sole and absolute discretion, treat PAL(s) as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions in the PAL.

TERMINATION AND FORCE MAJEURE OF THE UNDERWRITING AGREEMENT

If prior to the Latest Time for Termination:

- (A) the Underwriter shall become aware of the fact that, or shall have reasonable cause to believe that any of the warranties or undertakings in the Underwriting Agreement was untrue, inaccurate, misleading or breached, or there is any matter which would reasonably be expected to give rise to a material breach or claim, and in each case the same is (in the absolute opinion of the Underwriter) material in the context of the Rights Issue; or
- (B) there shall be:
 - (i) any introduction of any new law or regulation or any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority, whether in Hong Kong or elsewhere;
 - (ii) any event, series of events or circumstances resulting in or likely to result in (whether or not foreseeable) any change in (whether or not permanent) local, national or international, financial, political, military, industrial, economic, legal, fiscal, taxation, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in the PRC, Hong Kong and the Bermuda which develop, occur, happen, come into effect, exist or come to the knowledge of the Underwriter;
 - (iii) any event or circumstance in the nature of force majeure including, without limitation, any act of government, any local, national or international event or change of a political, military, financial, economic or other nature, any local, national or international outbreak or escalation of hostilities or armed conflict affecting local securities markets, economic sanctions, strike or lock-out (whether or not covered by insurance), riot, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, outbreak of infectious disease, declaration of a state of emergency or calamity or crisis, in the PRC, Hong Kong and Bermuda;
 - (iv) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction of trading in securities) occurs;

轉讓及分拆

閣下如欲轉讓根據本暫定配額通知書暫定配發予閣下之供股股份之全部認購權，須填妥及簽署「轉讓及提名表格」(表格乙)並將本暫定配額通知書交予承讓人或接納閣下轉讓權利之人士。其後，承讓人須填妥及簽署「登記申請表格」(表格丙)，並將整份本暫定配額通知書連同表格甲內丙欄所載於接納時應繳之全數股款，最遲須於二零二零年二月十日(星期一)下午四時正(或於惡劣天氣及／或極端情況下，則於下文「惡劣天氣及／或極端情況對最後接納時限的影響」一段所述之較後時間及／或日期)送達過戶處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心54樓)並獲過戶處收訖。

所有股款須以港元繳付，而支票須以香港之持牌銀行戶口開出，或銀行本票須由香港之持牌銀行發出，及註明抬頭人為「**ELEGANCE OPTICAL INTERNATIONAL HOLDINGS LIMITED – PROVISIONAL ALLOTMENT ACCOUNT**」，並劃線註明「**只准入抬頭人賬戶**」。謹請注意，轉讓閣下認購有關供股股份之權利予承讓人及承讓人接納該等權利須繳付香港印花稅。閣下如僅欲接納閣下之部分暫定配額，或轉讓根據本暫定配額通知書暫定配發予閣下之供股股份之部分認購權，或向超過一名人士轉讓閣下全部或部分權利，則閣下須不遲於二零二零年一月三十一日(星期五)下午四時三十分前將原暫定配額通知書送達過戶處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心54樓)予以註銷，過戶處將會註銷此份原暫定配額通知書並按所需數目發出新暫定配額通知書。新暫定配額通知書將可於交出此份原暫定配額通知書後第二個營業日上午九時正後於過戶處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心54樓)領取。即使暫定配額通知書並未遵照暫定配額通知書之相關指示填妥，本公司無需但可全權酌情決定視暫定配額通知書為有效，並使遞交暫定配額通知書之人士或其代表受其約束。

包銷協議之終止及不可抗力

倘於最後終止時限前：

- (A) 包銷商獲悉或有合理理由相信包銷協議中的任何保證或承諾屬不真實、不準確、存在誤導或已遭違反，或發生可合理預期會引致重大違反行為或申索的任何事宜，而每種情況下(包銷商全權認為)對供股而言屬重大；或
- (B) 凡：
- (i) 香港或其他地區出台任何新法例或規例，或現行法例或規例出現任何變動，或任何法院或其他主管機關變更其任何詮釋或應用；
 - (ii) 形成、出現、發生、生效、存在或包銷商得悉，導致或可能導致(不論是否屬可預見)中國、香港及百慕達的地方、國家或國際金融、政治、軍事、工業、經濟、法律、財政、稅務、監管或證券市場事宜或狀況或貨幣匯率或外匯管制發生任何變動(不論是否屬永久)的任何事件、連串事件或情況；
 - (iii) 中國、香港及百慕達發生屬於不可抗力事件性質之任何事件或情況，包括但不限於任何政府行動、有關政治、軍事、金融、經濟或其他性質的地方、國家或國際事件或變動，或任何地方、國家或國際敵對行為或影響地方證券市場的武裝衝突之爆發或升級、經濟制裁、罷工或停工(不論是否受保險承保)、暴亂、火災、爆炸、水災、地震、內亂、戰亂或宣戰、敵對行為爆發或升級(不論是否已宣戰)、恐怖活動(不論是否有人已承認責任)、天災、疫症、流行病、爆發傳染病、宣佈進入緊急或災難或危機狀態；
 - (iv) 市況發生任何不利變動(包括但不限於財政或貨幣政策、或外匯或貨幣市場的任何變動、證券交易暫停或重大限制)；

- (v) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out occurred after the signing of the Underwriting Agreement;
- (vi) any adverse change in the circumstances of the Company or any member of the Group;
- (vii) any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange occurs due to exceptional financial circumstances or otherwise;
- (viii) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than seven consecutive Business Days, excluding any suspension in connection with the clearance of this announcement or the Prospectus Documents or other announcements in connection with the Rights Issue or for such events as required under the Listing Rules not caused by any default or breach of the Listing Rules by the Company;
- (ix) the occurrence of any Specified Event which is incapable of being waived by the Underwriter, or
- (x) any change or development involving a prospective change in taxation or exchange controls in Hong Kong or elsewhere,

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

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

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

Upon termination pursuant to the terms of the Underwriting Agreement, all obligations of the Underwriter thereunder shall cease and determine and no party shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement (save for any antecedent breaches thereof) and the Company shall not be liable to pay any underwriting commission.

CONDITIONS OF THE RIGHTS ISSUE

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated by the Underwriters prior to the Latest Time for Termination in accordance with its terms. Please refer to the paragraph headed "Conditions of the Rights Issue" in the letter from the Board in the Prospectus for details of the conditions of the Underwriting Agreement. In the event that the conditions of the Rights Issue are not satisfied in whole (or waived (as applicable)) by Thursday, 13 February 2020, or such later date(s) as may be agreed between the Company and the Underwriter in writing, then the Rights Issue will not proceed.

CHEQUES AND CASHIER'S ORDER

All cheques and cashier's orders will be presented for payment immediately upon 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 with a cheque or a cashier's order in payment for the Rights Shares, whether by a Qualifying Shareholder or any nominated transferee, will constitute a warranty by the applicant(s) that the cheque or the cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, 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. No receipt will be issued in respect of any PAL and/or relevant remittance received.

- (v) 簽署包銷協議後發生的任何天災、戰爭、暴亂、公共秩序混亂、內亂、火災、水災、爆炸、流行病、恐怖活動、罷工或停工；
- (vi) 本公司或本集團任何成員公司的情況發生任何不利變動；
- (vii) 因特殊財務狀況或其他理由而對在聯交所買賣股份施加任何暫行禁令、暫停或重大限制；
- (viii) 整體證券或本公司證券於聯交所之買賣暫停超過七個連續營業日期間，惟因審批本公告或章程文件或與供股有關之其他公告而暫停或因並非本公司違約或違反上市規則而導致的上市規則規定的有關事件而暫停則除外；
- (ix) 發生任何包銷商無法豁免的指定事件，或
- (x) 涉及香港或其他地區稅務或外匯管制預期變動的任何變化或發展，而包銷商全權酌情認為其：
 - (a) 可能會對本集團整體的業務、財務狀況或前景造成重大不利影響；或
 - (b) 可能會對供股的成功或將予認購的供股股份的水平造成重大不利影響；或
 - (c) 影響重大以致繼續進行供股變得不適當、不明智或不實際；

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

在根據包銷協議條款終止協議後，包銷商於協議項下之所有責任將停止及終止以及概無訂約方可就包銷協議所產生或與之有關的任何事項或事宜向任何其他訂約方提出任何索償(惟任何先前違反包銷協議者除外)，且本公司無須支付任何包銷佣金。

供股之條件

供股須待包銷協議成為無條件及包銷商並無於最後終止時限前根據其條款終止包銷協議後方可作實。有關包銷協議之條件之詳情，請參閱章程董事會函件一節「供股的條件」段落。倘供股之條件未能於二零二零年二月十三日(星期四)或本公司與包銷商可能書面協定的相關較後日期前全部獲達成(或獲豁免(倘適用))，屆時供股將不會進行。

支票及銀行本票

所有支票及銀行本票將緊隨收取後即時過戶，而自有關款項產生之所有利息(如有)將撥歸本公司所有。填妥並交回暫定配額通知書連同支付供股股份股款之支票或銀行本票(不論由合資格股東或任何獲提名承讓人交回)，將構成申請人之保證，指支票或銀行本票將於首次過戶時獲兌現。倘支票或銀行本票於首次過戶時未能兌現，在不影響本公司之其他權利之情況下，本公司保留拒絕受理任何暫定配額通知書之權利，且於該情況下，供股股份之有關暫定配額及其項下之一切權利及配額將視作已遭放棄而被註銷。概不會就所接獲之任何暫定配額通知書及／或相關股款發出收據。

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

Subject to the fulfilment of the conditions of the Rights Issue, share certificates for the fully-paid Rights Shares are expected to be posted on or before Tuesday, 18 February 2020 to those Shareholders entitled thereto who have accepted and paid for the Rights Shares by ordinary post at their own risk. You, except HKSCC Nominees Limited, 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.

If the Rights Issue is terminated or if your application for excess Rights Shares is not successful or is only partially successful, refund cheques, without interest, in respect of the relevant portion of application monies received are expected to be posted by ordinary post at your own risk to your registered address(es) on or before Tuesday, 18 February 2020. Refund cheques (crossed "Account Payee Only") will be despatched by ordinary post to the registered addresses of the relevant applicants of the Rights Shares at the risk of such applicants.

EXCESS RIGHTS SHARES

Qualifying Shareholders may, by way of excess application, apply for (i) Any unsold entitlements to the Right Shares of the Non-Qualifying Shareholders (if applicable); (ii) any unsold Rights Shares created by adding together fractions of the Rights Shares (if any); and (iii) and any nil-paid Rights Shares provisionally allotted but not validly accepted by the Qualifying Shareholders or otherwise not subscribed for by renounees or transferees of nil-paid Rights Shares (if any). Application for excess Rights Shares can be made only by Qualifying Shareholders and apply by completing the EAF and lodging it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares being applied for (rounded up to the nearest 2 decimal places), in accordance with the instructions set out therein with the Registrar, Tricor Tengis Limited, Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by not later than 4:00 p.m. on Monday, 10 February 2020 (or, under bad weather and/or extreme conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather and/or extreme conditions on the Latest Time for Acceptance" below). All remittances must be made by cheque or cashier's order 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 "**ELEGANCE OPTICAL INTERNATIONAL HOLDINGS LIMITED – EXCESS APPLICATION ACCOUNT**" and crossed "**Account Payee Only**". No receipt will be given for such remittances.

The Directors will allocate the excess Rights Shares (if any) at their discretion on a pro rata basis in proportion to the number of excess Rights Shares being applied for under each application. No reference will be made to the Rights Shares subscribed through applications by PAL(s) or the existing number of Shares held by Qualifying Shareholders. No preference will be given to top up odd lots to whole board lots. It should be noted that the lodging of the EAF does not assure the Qualifying Shareholder of being allocated any Rights Shares in excess of those of his/her/its provisional allotments.

FRACTIONAL ENTITLEMENTS

The entitlements of Qualifying Shareholders will be rounded down to the nearest whole number and fractional entitlements to Rights Shares will not be provisionally allotted to the Shareholders. The nil-paid Rights Shares representing the aggregate of all the fractions of Rights Shares (rounded down to the nearest whole number) will be provisionally allotted to a nominee or nominees appointed by the Company and, if a premium (net of expenses) can be obtained, will be sold by the nominee or nominees on the Company's behalf in the market as soon as practicable after the commencement of dealing in the nil-paid Rights Shares and the net proceeds of such sale will be retained by the Company for its own benefit. Any Rights Shares in respect of the unsold fractional entitlements will first be made available for valid excess applications by the Qualifying Shareholders and the balance (if any) will be underwritten by the Underwriter. No odd lot matching services will be provided.

供股之股票及退款支票

待供股條件獲達成後，所有繳足股款供股股份之股票預期將於二零二零年二月十八日(星期二)或之前以普通郵遞方式寄發予該等已接納及已支付供股股份股款而據此有權領取股票之股東，惟郵誤風險概由彼等自行承擔。除香港中央結算(代理人)有限公司外，閣下將會就配發及發行予閣下之所有供股股份及／或額外供股股份(如有)(均為繳足股款)獲發一張股票。

倘供股被終止或閣下之額外供股股份申請不成功或僅部分成功，則已收取之有關部分申請股款(不計利息)之退款支票預期將於二零二零年二月十八日(星期二)或之前以普通郵遞方式寄發至閣下之登記地址，郵誤風險概由閣下自行承擔。退款支票(劃線註明「只准入抬頭人賬戶」)將以普通郵遞方式寄發至有關供股股份申請人之登記地址，郵誤風險概由有關申請人自行承擔。

額外供股股份

合資格股東可按額外申請之方式申請(i)不合資格股東可享有之任何供股股份之未出售配額(倘適用)；(ii)透過增加零碎供股股份(如有)而產生的任何尚未出售供股股份；及(iii)已暫定配發但未獲合資格股東有效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(如有)。額外供股股份申請僅供合資格股東提出，申請方法為按照其所載指示填妥額外申請表格，並於不遲於二零二零年二月十日(星期一)下午四時正(或於惡劣天氣及／或極端情況下，則於下文「惡劣天氣及／或極端情況對最後接納時限的影響」一段所述之較後時間及／或日期)將表格連同於所申請額外供股股份應繳數額之獨立股款(向上約整至小數點後兩位)一併送達過戶處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心54樓，並獲其收訖。所有股款須以港元支票或銀行本票繳付。支票須以香港之持牌銀行戶口開出，或銀行本票須由香港之持牌銀行發出，及註明抬頭人為「**ELEGANCE OPTICAL INTERNATIONAL HOLDINGS LIMITED – EXCESS APPLICATION ACCOUNT**」，並劃線註明「只准入抬頭人賬戶」。本公司將不另發股款收據。

董事將酌情按與各申請表下所申請之額外供股股份數目成比例之比例基準分配額外供股股份(如有)。不會考慮以暫定配額通知書提出申請而認購之供股股份或由合資格股東持有之現有股份數目。為補足碎股至完整買賣單位而提出之申請將不獲優先處理。謹請注意，交回額外申請表格並不保證合資格股東將獲分配超出其暫定配額之任何供股股份。

零碎配額

合資格股東之配額將下調至最接近之整數，供股股份之零碎配額將不會暫定配發予股東。因彙集所有零碎供股股份(下調至最接近之整數)產生之未繳股款供股股份將暫定配發予本公司委任之一名或多名代名人，及倘在扣除開支後可獲得溢價，則將由代表本公司之一名或多名代名人於未繳股款供股股份開始交易後於市場上在實際可行之情況下盡快出售。有關出售之所得款項淨額將由本公司作為其本身之利益保留。任何未出售之供股股份零碎配額將首先滿足合資格股東作出之有效額外申請，餘下配額(如有)將由包銷商包銷。概不會提供零碎股份的對盤服務。

EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE

The Latest Time for Acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will not take place if:

1. typhoon signal No. 8 (or above);
 2. “extreme conditions” caused by super typhoons; or
 3. a “black” rainstorm warning
- (i) is/are in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the date of the Latest Time for Acceptance. Instead the Latest Time for Acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be extended to 5:00 p.m. on the same Business Day; or
- (ii) is/are in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the date of the Latest Time for Acceptance. Instead the Latest Time for Acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force in Hong Kong at any time between 9:00 a.m. and 4:00 p.m.

If the Latest Time for Acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares does not take place on the currently scheduled date, the dates mentioned in this section may be affected. An announcement will be made by the Company in such event as soon as possible.

GENERAL

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

Further copies of the Prospectus are available at the Registrar.

All documents, including refund cheques, 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. Any refund cheques will be drawn in favour of the person named on this form (or in case of joint applicants, the first-named applicant).

This 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

By completing, signing and submitting this 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 (Chapter 486 of the Laws of Hong Kong) (“**PDPO Ordinance**”) provides the holders of securities with rights to ascertain whether the Company or the Registrar holds their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the PDPO 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 in Hong Kong at Unit 2405, 24/F, World Wide House, 19 Des Voeux Road Central, Central, Hong Kong or as notified from time to time in accordance with the 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.

By Order of the Board
Elegance Optical International Holdings Limited
Chung Yuk Lun
Executive Director

惡劣天氣及／或極端情況對最後接納時限的影響

倘出現以下情況，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不會發生：

1. 八號(或以上)颱風訊號；
 2. 超強颱風導致「極端情況」；或
 3. 「黑色」暴雨警告訊號
- (i) 於最後接納時限當日香港當地時間中午十二時正之前生效但於中午十二時正之後取消，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延至同一營業日下午五時正；或
- (ii) 於最後接納時限當日香港當地時間中午十二時正至下午四時正期間生效，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改為下一個於香港上午九時正至下午四時正期間的任何時間並無懸掛上述警告訊號的營業日下午四時正。

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非於目前計劃日期發生，則本節所述的日期可能會受到影響。在該情況下，本公司將盡快作出公告。

一般事項

本暫定配額通知書連同(如相關)宣稱由獲發本暫定配額通知書人士所簽署之「轉讓及提名表格」(表格乙)一經交回，即確證交回之人士有權處理本暫定配額通知書及收取分拆配額函件及／或有關供股股份之股票。

閣下如需要額外之章程，可於過戶處索取。

所有文件(包括退款支票)將由過戶處以普通郵遞方式寄至有關申請人或其他應得人士之登記地址，郵誤風險概由彼等自行承擔。任何退款支票均以本表格上填上之姓名作為抬頭人(或如屬聯名申請人，則以排名首位之申請人為抬頭人)。

本暫定配額通知書及所有接納其中所載之要約均須受香港法例監管，並按其詮釋。

收集個人資料 — 暫定配額通知書

填妥、簽署及交回本暫定配額通知書，即表示閣下同意向本公司、過戶處及／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供股股份之人士之任何資料。香港法例第486章《個人資料(私隱)條例》(「個人資料私隱條例」)賦予證券持有人權利，可確定本公司或過戶處是否持有其個人資料、索取有關資料之副本及更正任何不準確資料。根據個人資料私隱條例，本公司及過戶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查閱有關政策及慣例以及持有資料種類之訊息之所有要求，應寄往本公司之香港主要營業地點香港中環德輔道中19號環球大廈24樓2405室或根據適用法律不時通知之地址，並以本公司之公司秘書為收件人，或(視情況而定)寄往過戶處(於其上述地址)，並以私隱條例事務主任為收件人。

此 致

列位合資格股東 台照

承董事會命
高雅光學國際集團有限公司
執行董事
鍾育麟

二零二零年一月二十三日