



# 澳門博彩控股有限公司 SJM HOLDINGS LIMITED

incorporated in Hong Kong with limited liability Stock Code : 880

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

Registered Office and Principal Place of  
Business:  
18th Floor, China Merchants Tower  
Shun Tak Centre  
Nos. 168-200  
Connaught Road Central  
Hong Kong

**RIGHTS ISSUE ON THE BASIS OF ONE  
(1) RIGHTS SHARE FOR EVERY FOUR  
(4) EXISTING SHARES HELD ON THE RECORD  
DATE AT THE SUBSCRIPTION PRICE OF  
HK\$2.08 PER RIGHTS SHARE PAYABLE IN FULL  
ON ACCEPTANCE BY NOT LATER THAN 4:00 P.M.  
ON WEDNESDAY, SEPTEMBER 14, 2022  
FORM OF APPLICATION FOR EXCESS RIGHTS SHARES**

August 30, 2022

Name(s) and address of the Qualifying Shareholder(s) (other than PRC Southbound Trading Investors) Application can only be made by the Qualifying Shareholder(s)  
(other than PRC Southbound Trading Investors) named here.



Total number of excess Rights Share(s) applied for

BOX A

Total subscription monies paid for the excess Rights Share(s)

BOX B  
HK\$



To: **The Directors  
SJM Holdings Limited**

Dear Sirs and Madams,

I/We, being the Qualifying Shareholder(s) named above (other than PRC Southbound Trading Investors), hereby irrevocably apply for excess Rights Share(s) (write the number of shares in Box A) at the Subscription Price of HK\$2.08 per Rights Share under the Rights Issue. I/We enclose a separate remittance by cheque or banker's cashier order in favour of "SJM Holdings Ltd – EAF" and crossed "ACCOUNT PAYEE ONLY" for the amount as specified in Box B, being payment in full on application for the aforementioned number of excess Rights Shares. I/We hereby request you to allot such excess Rights Shares applied for, or any lesser number as determined by the Directors, to me/us and to send by ordinary post at my/our risk to my/our address shown on the register of members of the Company my/our share certificate(s) for the number of excess Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any application money refundable to me/us. I/We understand that allotment in respect of this application shall be made at the discretion of the Directors on a fair and equitable basis and (i) as far as practicable, in proportion to the number of excess Rights Shares being applied for under each application, (ii) no preference will be made to the Rights Shares subscribed through applications by PALs or the existing number of Shares held by Qualifying Shareholders and (iii) no preference will be given to applications made for topping up odd lot holdings to whole board lot holdings. I/We acknowledge that I am/we are not guaranteed to be allotted all or any of the excess Rights Shares applied for. I/We also understand that beneficial owners whose Shares are held by a nominee company, or which are held in CCASS, will be regarded as a single Shareholder according to the register of members of the Company.

I/We hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Prospectus and the PAL and subject to the articles of association of the Company. In respect of any excess Rights Shares allotted to me/us, I/we authorise you to place my/our name(s) on the register of members of the Company as holder(s) of such Rights Shares.

1.  2.  3.  4.

Signature(s) of applicant(s) (all joint applicants must sign)

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

Cheque/banker's cashier  
order number: \_\_\_\_\_

Contact telephone number: \_\_\_\_\_

Date: \_\_\_\_\_

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

CCS2953

SJMH



## IMPORTANT

Reference is made to the prospectus (the “**Prospectus**”) dated August 30, 2022 issued by SJM Holdings Limited (the “**Company**”). Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

**IF YOU ARE IN DOUBT ABOUT ANY OF THE CONTENTS OF THIS EXCESS APPLICATION FORM (“EAF”), 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 STOCKBROKER OR REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.**

**THIS EAF IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE QUALIFYING SHAREHOLDER(S) (OTHER THAN PRC SOUTHBOUND TRADING INVESTORS) NAMED BELOW WHO WISH(ES) TO APPLY FOR THE EXCESS RIGHTS SHARES IN ADDITION TO THOSE RIGHTS SHARES PROVISIONALLY ALLOTTED TO HIM/HER/IT/THEM. THIS EAF REQUIRES YOUR IMMEDIATE ATTENTION. APPLICATIONS MUST BE RECEIVED BY NO LATER THAN 4:00 P.M. ON WEDNESDAY, SEPTEMBER 14, 2022 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES” BELOW).**

A copy of this EAF, together with a copy of each of the other Prospectus Documents and copies of the documents specified in the section headed “12. Documents Delivered to the Registrar of Companies Hong Kong” in Appendix III to the Prospectus, has 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 SFC, the Stock Exchange and the Registrar of Companies in Hong Kong take no responsibility as to the contents of any of the Prospectus Documents.

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this EAF, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this EAF.

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 on the Stock Exchange. Dealings in the Shares and the Rights Shares in their nil-paid form and fully-paid form may be settled through CCASS operated by HKSCC. You should consult your stockbroker or other licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser(s) for details of those settlement arrangements and how such arrangements may affect your rights and interests. 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.

The Rights Issue is conditional upon the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with its terms. It should also be noted that the Underwriting Agreement contains provisions granting the Underwriter the right to terminate its obligations on the occurrence of certain events including force majeure. Please refer to the section headed “*Rescission and Termination of the Underwriting Agreement*” in the Prospectus for further details. Accordingly, the Rights Issue may or may not proceed. Any dealings in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled, and any Shareholders dealing in the Rights Shares in nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating any dealings in the Shares or Rights Shares in their nil-paid form should exercise caution and are recommended to consult their professional advisers. In case of any inconsistency between the English and Chinese versions of this EAF, the English version will prevail. You should seek your own advice and must rely on your own examination, analysis and enquiry of the Company, the terms of the Rights Issue, including the risks involved. You acknowledge that you have not relied on the Underwriter in connection with any investigation of the accuracy of any information contained in the Prospectus or your investment decision. **This EAF and all applications pursuant to it shall be governed by and construed in accordance with the laws of Hong Kong.**

This EAF should be completed and lodged, together with payment of HK\$2.08 per Rights Share for the number of excess Rights Shares applied for, with the Company's share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Wednesday, September 14, 2022 (or such later date and/or time as mentioned under the paragraph headed "Effect of Bad Weather on the Latest Time for Acceptance of and Payment for the Rights Shares" below). All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "SJM Holdings Ltd – EAF" and crossed "ACCOUNT PAYEE ONLY". All enquiries in connection with this EAF should be addressed to the Company's share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong. It should be noted that the lodging of this EAF does not assure you of being allocated any Rights Shares in excess of those of your provisional allotments.

The Rights Issue is conditional upon the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with its terms. It should also be noted that the Underwriting Agreement contains provisions granting the Underwriter the right to terminate its obligations on the occurrence of certain events including force majeure. Please refer to the section headed "Rescission and Termination of the Underwriting Agreement" in the Prospectus for further details. Accordingly, the Rights Issue may or may not proceed.

Shares have been dealt in on an ex-entitlement basis from Friday, August 19, 2022. Dealings in the Rights Shares in their nil-paid form will take place from Thursday, September 1, 2022 to Thursday, September 8, 2022 (both days inclusive). Any Shareholders or other persons contemplating transferring, selling or purchasing the Shares and/or the Rights Shares in their nil-paid form should exercise caution and are recommended to consult their professional advisers. Any dealings in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled, and any Shareholders dealing in the Rights Shares in nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

You should seek your own advice and must rely on your own examination, analysis and enquiry of the Company, the terms of the Rights Issue, including the risks involved. You acknowledge that you have not relied on the Underwriter in connection with any investigation of the accuracy of any information contained in the Prospectus or your investment decision.

The Company will publish results of the Rights Shares on Wednesday, September 21, 2022 by way of announcement. If no excess Rights Share is allotted to you, it is expected that the full amount of application monies will be refunded in full (without interest) to you by ordinary post to your registered address at your own risk on or around Thursday, September 22, 2022. If the number of the excess Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will be refunded in full (without interest) to you by ordinary post to your registered address at your own risk on or around Thursday, September 22, 2022. Any such cheque will be drawn in favour of the person named on this form or, in the case of joint application, the first-named person on this form. It is expected that share certificates in respect of the fully-paid Rights Shares will be posted by ordinary post on or before Thursday, September 22, 2022 to those entitled thereto at their own risk.

This EAF and all applications made pursuant it are governed by and shall be construed in accordance with the laws of Hong Kong.

## **TERMINATION OF THE UNDERWRITING AGREEMENT**

If at any time prior to the Latest Time for Termination:

- (i) any matter or circumstance arises as a result of which any of the conditions of the Underwriting Agreement has become or is likely to become incapable of satisfaction (or, as applicable, waiver) as at the required time; or
- (ii) any breach of any of the representations, warranties, undertakings and other provisions contained in the Underwriting Agreement by the Company comes to the knowledge of the Underwriter, or there has been such breach on the part of the Company, or any matter has arisen which would reasonably be expected to give rise to such a breach or a claim in respect of any of the representations, warranties, undertakings and other provisions contained in the Underwriting Agreement; or
- (iii) any breach by STDM of any of the representations, warranties, undertakings and other provisions contained in the Irrevocable Undertaking comes to the knowledge of the Underwriter, or there has been such breach on the part of STDM or any matter has arisen which would reasonably be expected to give rise to such a breach by STDM, or a claim in respect of any of the representations, warranties, undertakings and other provisions contained in the Irrevocable Undertaking; or
- (iv) any event occurs or matter arises, which, if it had occurred before the date of the Underwriting Agreement or before any of the times on which the warranties are deemed to be given, would have rendered any of the warranties untrue, incorrect or misleading; or
- (v) any statement contained in any of the Prospectus Documents, the Announcement and any other announcement, circular or public documents issued or authorised by the Company relating to the Rights Issue has become or been discovered to be untrue, incorrect or incomplete in any material respect or misleading, or matters have arisen or have been discovered which would, if any of such documents was to be issued at the time, constitute a material omission therefrom; or
- (vi) the issue or requirement to issue by the Company of any supplement or amendment to any of the Prospectus Documents, the Announcement and any other announcement, circular or public documents issued or authorised by the Company relating to the Rights Issue; or

- (vii) non-compliance of any of the Prospectus Documents, the Announcement and any other announcement, circular or public documents issued or authorised by the Company relating to the Rights Issue (or any other documents used in connection with the contemplated offer and sale of the Rights Shares) or any aspect of the Rights Issue with the Listing Rules or any other applicable laws, rules or regulations; or
- (viii) there shall have developed, occurred or come in effect any change or development involving a prospective change, any event or circumstance likely to result in a change or development involving a prospective change, in or affecting the assets, liabilities, business, condition, results of operations, prospects, management, shareholders' equity or in the financial or trading position of the Group taken as a whole which, in the sole opinion of the Underwriter, is or may be materially adverse in the context of the Rights Issue or makes or may make it impracticable, inadvisable or inexpedient to proceed with the Rights Issue; or
- (ix) a petition is presented for the winding-up or liquidation of any member of the Group or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group; or
- (x) permission to deal in and listing of all the Rights Shares (in their nil-paid and fully-paid forms) has been withdrawn and/or prohibited or otherwise restricted by the Stock Exchange; or
- (xi) a prohibition on the Company for whatever reason from allotting, issuing or selling any of the Rights Shares (whether in nil-paid or fully paid form) pursuant to the terms of the Rights Issue and the Underwriting Agreement; or
- (xii) any expert, whose consent is required for the issue of the Prospectus with the inclusion of its reports, letters or opinions and references to its name included in the form and context in which it respectively appears, has withdrawn its consent prior to the issue of the Prospectus; or
- (xiii) the Company has withdrawn any of the Prospectus Documents, the Announcement and any other announcement, circular or public documents issued or authorised by the Company relating to the Rights Issue or the Rights Issue; or
- (xiv) any of the major approvals, concessionaires, sanctions, orders, clearances, no objections declarations, qualifications, licences, permits, certificates, consents, permissions, authorisations, filings and registrations (collectively, the "**Approvals**") as required by any member of the Group in connection with its operations and business activities or the continuation of such operations and activities has expired or lapsed or has been terminated or withdrawn, or any of such Approvals has become or is likely to become incapable of being duly and successfully bided, obtained, granted, extended and renewed (as the case may be) in accordance with the applicable laws, rules and regulations; or
- (xv) there has occurred, happened, come into effect or, become public knowledge or become in contemplation or continued to be in contemplation, any event, series of events or circumstances concerning or relating to (whether or not foreseeable and whether or not in contemplation prior to or after the entering of the Underwriting Agreement) any law, rule or regulation, or any change or development involving a prospective change (whether or not permanent) in or affecting any laws, rules or regulations, or any other matters, that may affect the validity, bidding, obtaining, granting, extension or renewal of any of the major Approvals as required by any member of the Group in connection with its operations and business activities or the continuation of such operations and activities (which includes, without limitation, any event, series of events or circumstances concerning or relating to: (a) any conditions that may be imposed on, or qualifications or pre- requisitions that may be required to be possessed or fulfilled by, SJM Resorts or any other member of the Group in order for SJM Resorts or any other member of the Group to bid for, renew or otherwise possess any of such Approvals; (b) any conditions with respect to the shareholding or share capital structure of SJM Resorts or any other member of the Group; and (c) any other requirements that may render the Company and/or SJM Resorts necessary or desirable to seek approval from its shareholders (whether or not such approval will be sought prior to or after completion of the Rights Issue) pursuant to the requirements of its articles of association or any applicable law, rule or regulation); or
- (xvi) there has occurred, happened, come into effect, become public knowledge or become in contemplation or continued to be in contemplation, any event, series of events or circumstances concerning or relating to (whether or not foreseeable and whether or not in contemplation prior to or after the entering of the Underwriting Agreement):
  - (a) any change in, or any event or series of events that may result in any change in (whether or not permanent) in local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in or affecting Hong Kong, Macau, the PRC, the United States, the European Union (or any member thereof), the United Kingdom or any other jurisdictions relevant to any member of the Group or the Rights Issue (collectively, the **Relevant Jurisdictions**); or
  - (b) any event or circumstance in the nature of force majeure, including, without limitation, any act of government, economic sanctions, strike, curfew, riot, public disorder, 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, deterioration of such pandemic and epidemic currently in existence or outbreak of infectious diseases leading to city-wide lock-down in Macau for over 5 calendar days, declaration of a state of emergency or calamity or crisis, in or affecting any of the Relevant Jurisdictions; or

- (c) the declaration of a banking moratorium by authorities in or affecting any of the Relevant Jurisdictions occurring due to exceptional financial circumstances or otherwise; or
- (d) any moratorium, suspension or restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the New York Stock Exchange, NASDAQ, the London Stock Exchange or any major disruption of any securities settlement or clearing services in or affecting any of the Relevant Jurisdictions; or
- (e) the imposition of sanctions, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction on or affecting any member of the Group, STDM or any director of the Group; or
- (f) any trading halt or suspension of dealings in the Shares for a consecutive period of more than three trading days (other than pending publication of the Announcement); or
- (g) any Governmental Authority commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of the Group or any of the Directors; or
- (h) any claims, actions, litigation, proceedings or investigations (whether by governmental or regulatory bodies or otherwise) demands, judgments or awards being threatened or instigated against any member of the Group or any of the Directors; or
- (i) any Director being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management of a company; or
- (j) any Director vacating his or her office; or
- (a) any market, investor or analyst commentary or speculation, to any material extent, that any of the major Approvals as required by any member of the Group in connection with its operations and business activities or the continuation of such operations and activities may become incapable of being duly and successfully bided, obtained, granted, extended and renewed (as the case may be) in accordance with the applicable laws, rules and regulations; or
- (b) any law, rule or regulation, or any change or development involving a prospective change, whether or not permanent, in or affecting any taxation, exchange controls, currency exchange rates, laws, rules or regulations (or judicial interpretation thereof) in or affecting any of the Relevant Jurisdictions; or
- (c) any contravention by any member of the Group of any law, rule or regulation; or
- (d) any statement contained in any of the information or publication released by the Company (other than the Prospectus Documents, the Announcement and any other announcement, circular or public documents issued or authorised by the Company relating to the Rights Issue) has become or been discovered to be untrue, incorrect or incomplete in any material respect or misleading, or matters have arisen or have been discovered which would, if such statement was to be issued or made at the time, constitute a material omission therefrom; or
- (e) any change or development involving a prospective change which has or is likely to have the effect of materialisation of any of the risk factors in the Prospectus

the effect of which events or circumstances referred to above individually or in the aggregate (in the sole opinion of the Underwriter) (1) is or will be or is likely to materially adverse to, or materially and prejudicially affects, the assets, liabilities, business, general affairs, management, shareholder's equity, profit, losses, results of operations, position or condition (financial or otherwise), or prospects of the Company or the Group as a whole; or (2) has or will have or is likely to have a material adverse effect on the success of the Rights Issue or the level of Rights Shares being applied for or accepted or subscribed for or taken or purchased or the distribution of the Rights Shares; or (3) has made or will make or is likely to make it impracticable or inadvisable or incapable for any material part of the Underwriting Agreement or the Rights Issue to be performed or implemented as envisaged; or (4) makes or will make or may make it impracticable or inadvisable or incapable to proceed with the Rights Issue or the delivery of the Rights Shares on the terms and in the manner contemplated by the Prospectus Documents, the Announcement and any other announcement, circular or public documents issued or authorised by the Company relating to the Rights Issue; or (5) would or might reasonably be expected to have a significant effect upon the market price or trading volume, or both, of the Shares or other securities of the Company; or (6) would have or may have the effect of making a part of the Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents the processing of applications and/or payments pursuant to the Rights Issue or pursuant to the underwriting thereof; or (7) makes or will make or may make it impracticable, inadvisable or inexpedient to proceed with the Rights Issue, then in any such case the Underwriter may by its sole determination by notice to the Company at any time prior to the Latest Time for Termination, rescind or terminate the Underwriting Agreement.

If the Underwriter terminates the Underwriting Agreement, the Rights Issue will not proceed. A further announcement would be made by the Company if the Underwriting Agreement is terminated by the Underwriter.



## **EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES**

The latest time for acceptance of and payment for the Rights Shares will not take place if there is a tropical cyclone warning signal no. 8 or above, a “black” rainstorm warning signal and/or extreme conditions is:

- (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the Latest Acceptance Date. Instead the latest time for acceptance of and payment for the Rights Shares will be extended to 5:00 p.m. on the same Business Day; or
- (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the Latest Acceptance Date. Instead the latest time for acceptance of and payment for the Rights Shares and for application will be rescheduled to 4:00 p.m. on the following Business Day which does not have any 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 or before 4:00 p.m. on Wednesday, September 14, 2022, the dates mentioned in this section may be affected. An announcement will be made by the Company in such event.

## **DISTRIBUTION OF THIS EAF AND THE OTHER PROSPECTUS DOCUMENTS**

**THIS EAF IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES.** The Rights Shares (both in nil-paid and fully-paid forms), the PAL and this EAF have not been and will not be registered under the US Securities Act or under any securities laws of any state or other jurisdiction of the United States, and may not be offered, sold, taken up, exercised, resold, renounced, transferred or delivered, directly or indirectly, within the United States except pursuant to an applicable exemption from the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States.

This EAF shall only be sent to the Qualifying Shareholders (other than the PRC Southbound Trading Investors).

The Prospectus Documents will not be and are not intended to be filed with or approved by the CSRC other than in accordance with the CSRC Notice.

No action has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus Documents or any other documents issued in connection with the Rights Issue in any jurisdiction other than Hong Kong and the PRC. No person receiving the Prospectus, PAL or EAF in any territory outside Hong Kong may treat it as an offer or invitation to take up the Rights Shares or apply for excess Rights Shares, except in a territory where such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. It is the responsibility of persons outside Hong Kong wishing to take up or make an application for the Rights Shares to satisfy himself/herself/itself/themselves, before accepting any provisional allotment of Rights Shares or applying for excess Rights Shares, as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory in connection therewith without prejudice to the foregoing.

The PRC Southbound Trading Investors can participate in the Rights Issue through China Clear. China Clear will provide nominee services for the PRC Southbound Trading Investors to (i) sell (in full or in part) their nil-paid Rights Shares through Shenzhen-Hong Kong Stock Connect and/or Shanghai-Hong Kong Stock Connect if such nil-paid Rights Shares are listed on the Stock Exchange; and/or (ii) subscribe (in full or in part) for their pro rata entitlement in respect of Shares held on the Record Date at the Subscription Price under the Rights Issue in accordance with the relevant laws and regulations. However, China Clear will not support applications by such PRC Southbound Trading Investors for excess Rights Shares under the Rights Issue through Shenzhen-Hong Kong Stock Connect and/or Shanghai-Hong Kong Stock Connect. The PRC Southbound Trading Investors (or the relevant China Clear participants as the case may be) whose stock accounts in China Clear are credited with nil-paid Rights Shares can only sell those nil-paid Rights Shares through Shenzhen-Hong Kong Stock Connect and/or Shanghai-Hong Kong Stock Connect if such nil-paid Rights Shares are listed on the Stock Exchange but cannot purchase any nil-paid Rights Shares or transfer such nil-paid Rights Shares to other PRC Southbound Trading Investors.

The Prospectus Documents will not be registered or filed under the applicable securities legislation of any jurisdiction other than: (i) the PRC (in accordance with the CSRC Notice); and (ii) Hong Kong.

For avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited, who subscribe the Rights Shares on behalf of CCASS participants, or China Clear, who subscribe the Rights Shares on behalf of the PRC Southbound Trading Investors, is subject to any of the representations and warranties. If you are in doubt as to your position, you should consult your own professional advisers.

The Company reserves the right to refuse to accept any application for Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

## **CHEQUES AND BANKER'S CASHIER ORDERS**

All cheques and banker's cashier orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of this EAF will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions in connection with this EAF and any acceptance of it, have been, or will be, duly complied with. Completion and return of this EAF together with a cheque or banker's cashier order in payment for the excess Rights Shares applied for will constitute a warranty by the applicant that the cheque or the banker's cashier order will be honoured on first presentation. If any cheque or banker's cashier order accompanying a completed EAF is dishonoured on first presentation, without prejudice to the other rights of the Company, such EAF is liable to be rejected.

## **PERSONAL DATA COLLECTION – EAF**

By completing, signing and submitting this EAF, you agree to disclose to the Company and the Company's share registrar, Computershare Hong Kong Investor Services Limited and/or their respective advisers and agents the personal data and any information which they require about you or the person(s) for whose benefit you have made the application for excess Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides you with rights to ascertain whether the Company or the Company's share registrar hold your personal data, to obtain a copy of that data and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Company's share registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its registered office and principal place of business in Hong Kong at 18th Floor, China Merchants Tower, Shun Tak Centre, Nos. 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 Company's share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for the attention of Personal Data Privacy Officer.

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

**For office use only**

<b>Application number</b>	<b>Number of excess Rights Shares applied for</b>	<b>Amount paid on application</b>	<b>Balance refunded</b>
		HK\$	HK\$