

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

**IMPORTANT**  
**重要提示**

Reference is made to the prospectus issued by Palinda Group Holdings Limited (the “**Company**”) dated 13 June 2022 in relation to the Rights Issue (the “**Prospectus**”). The PAL and EAF should be read in conjunction with the Prospectus. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述百利達集團控股有限公司（「**本公司**」）就供股刊發日期為二零二二年六月十三日之章程（「**章程**」）。暫定配額通知書及額外申請表格應與章程一併閱覽。除文義另有所指外，本暫定配額通知書所用詞彙與章程所界定者具有相同涵義。

**THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES (“EAF”) WILL EXPIRE AT 4:00 P.M. ON MONDAY, 27 JUNE 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 AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES” BELOW).**

本暫定配額通知書（「**暫定配額通知書**」）乃具有價值及可轉讓，務請即時處理。本暫定配額通知書所載之要約及隨附之額外供股股份申請表格（「**額外申請表格**」）將於二零二二年六月二十七日（星期一）下午四時正（或根據下文「**惡劣天氣對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響**」一段所述之較後日期及／或時間）截止。

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

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，應諮詢閣下之持牌證券交易商或其他註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this PAL, together with a copy of the Prospectus, the EAF and other documents specified in the paragraph headed “GENERAL INFORMATION – 13. DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES” in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong as required by Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, the Stock Exchange and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of these documents.

本暫定配額通知書之文本連同章程、額外申請表格及於章程附錄三「一般資料—13.送呈公司註冊處處長之文件」一段所述其他文件之文本，已按香港法例第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進行登記。香港公司註冊處處長、聯交所及香港證券及期貨事務監察委員會對任何該等文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this PAL, make no representations 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。

Dealings in the Shares and the Rights Shares in both their nil-paid form and fully-paid form may be settled through CCASS and you should consult your licensed securities dealer or other registered institution in securities, bank manager, solicitor, professional accountant or other professional advisers for details of these settlement arrangements and how such arrangements may affect your rights and interests.

股份及供股股份（以未繳股款及繳足股款形式）之買賣可透過中央結算系統交收，務請諮詢閣下之持牌證券交易商或其他註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問，以了解有關交收安排及該等安排對閣下權利及權益之影響之詳情。

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

待供股股份（以未繳股款及繳足股款形式）獲批准於聯交所上市及買賣以及遵守香港結算之股份接納規定後，供股股份（以未繳股款及繳足股款形式）將獲香港結算接納為合資格證券，可自該等供股股份（以未繳股款及繳足股款形式）各自於聯交所開始買賣日期或香港結算釐定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在中央結算系統內進行交收。在中央結算系統進行之一切活動均須依據不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

All times and dates stated in this PAL refer to Hong Kong local times and dates.

本暫定配額通知書所述所有日期及時間均指香港本地日期及時間。

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

倘本暫定配額通知書之中英文版本有任何歧義，概以英文版本為準。

**This PAL and all applications pursuant to it shall be governed by and construed in accordance with the laws of Hong Kong.**

本暫定配額通知書及據此作出的所有申請均須受香港法例規管及按其詮釋。

Form A  
表格甲

Hong Kong Branch Share  
Registrar and Transfer Office:  
Union Registrars Limited  
Suites 3301-04, 33/F.  
Two Chinachem Exchange Square  
338 King's Road  
North Point  
Hong Kong

香港股份過戶登記分處：  
聯合證券登記有限公司  
香港  
北角  
英皇道338號  
華懋交易廣場2期  
33樓3301至04室



**PALINDA GROUP HOLDINGS LIMITED**  
**百利達集團控股有限公司**

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code: 8179)

(股份代號:8179)

**RIGHTS ISSUE ON  
THE BASIS OF ONE (1) RIGHTS SHARE  
FOR EVERY TWO (2) EXISTING SHARES HELD ON THE RECORD DATE  
AT THE SUBSCRIPTION PRICE OF HK\$0.10 PER RIGHTS SHARE  
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN  
4:00 P.M. ON MONDAY, 27 JUNE 2022**

按於記錄日期每持有兩(2)股現有股份可獲發一(1)股供股股份之基準  
按認購價每股供股股份0.10港元進行之供股  
股款須於接納時

(即不遲於二零二二年六月二十七日(星期一)下午四時正)繳足

**PROVISIONAL ALLOTMENT LETTER**

暫定配額通知書

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

Registered Office:  
Cricket Square  
Hutchins Drive  
PO Box 2681  
Grand Cayman  
KY1-1111  
Cayman Islands

Principal Place of Business  
in Hong Kong:  
Unit 306-A201, 3/F.  
Harbour Centre, Tower 1  
1 Hok Cheung Street  
Hunghom, Kowloon  
Hong Kong

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

香港主要經營地點：  
香港  
九龍紅磡  
鶴翔街1號  
維港中心第一座  
3樓306-A201室

13 June 2022

二零二二年六月十三日

Total number of Shares registered in your name(s) on Friday, 10 June 2022  
於二零二二年六月十日(星期五)以 閣下名義登記之股份總數

Box A  
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full  
on acceptance by no later than 4:00 p.m. on Monday, 27 June 2022  
暫定配發予 閣下之供股股份數目，惟須不遲於二零二二年六月二十七日(星  
期一)下午四時正接納時全數繳足股款方可作實

Box B  
乙欄

Total subscription monies payable on acceptance in full  
接納時應全數繳足之認購股款總額

Box C  
丙欄

HK\$  
港元

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

Name of bank on which cheque/banker's cashier order is drawn:  
支票/銀行本票之付款銀行名稱：\_\_\_\_\_

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

Please insert your contact telephone number here:  
請在此填上 閣下之聯絡電話號碼：\_\_\_\_\_

**A SEPARATE CHEQUE OR BANKER'S CASHIER ORDER MUST ACCOMPANY EACH APPLICATION**

**NO RECEIPT WILL BE GIVEN FOR REMITTANCE**

每份申請須隨附一張獨立開出之支票或銀行本票  
本公司將不會發出股款收據



IN THE EVENT OF TRANSFER OF RIGHTS 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 INTEREST 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 ANY TRANSFER OF THE RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

於轉讓認購供股股份之權利時，每宗買賣均須繳付香港從價印花稅。實益權益之饋贈或轉讓（而非出售）亦須繳付香港從價印花稅。於登記轉讓本文件所述任何轉讓認購供股股份之權利前，須出示已繳付香港從價印花稅之證明。

### 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 Shares comprised herein)  
(僅供擬悉數轉讓其／彼等於本暫定配額通知書所列供股股份認購權之合資格股東填寫及簽署)

#### Form B 表格乙

To: The Directors,  
**Palinda Group Holdings Limited**

致： 百利達集團控股有限公司  
列位董事

Dear Sirs and Madams,

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

敬啟者：

本人／吾等謹將本暫定配額通知書所述本人／吾等之供股股份認購權悉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 the Qualifying Shareholders (all joint Shareholders must sign)**

合資格股東簽署（所有聯名合資格股東均需簽署）

Date: \_\_\_\_\_ 2022

日期：二零二二年 \_\_\_\_\_

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

轉讓認購供股股份之權利須繳付香港從價印花稅。

### 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)  
(僅供承讓供股股份認購權之人士填寫及簽署)

#### Form C 表格丙

To: The Directors,  
**Palinda Group Holdings Limited**

致： 百利達集團控股有限公司  
列位董事

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 and articles of association of the Company.

敬啟者：

本人／吾等謹請閣下將表格甲之乙欄所列的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章程所載條款，以及在本公司的組織章程大綱及細則規限下，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。聯名申請人僅需填寫排名首位申請人之地址。

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

中國籍申請人請填寫中英文姓名。

Name in English 英文姓名	Family name/Company name 姓氏／公司名稱	Other name(s) 名字	Name in Chinese 中文姓名
Names of joint applicant(s) in English (if applicable) 聯名申請人英文姓名（如適用）			
Address in English (joint applicants should give the address of the first-named applicant only) 英文地址（聯名申請人僅需填寫排名首位申請人之地址）			
Occupation 職業		Telephone number 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 applicants must sign)**

申請人簽署（所有聯名申請人均須簽署）

Date: \_\_\_\_\_ 2022

日期：二零二二年 \_\_\_\_\_

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

接納認購供股股份之權利須繳付香港從價印花稅。

TO ACCEPT THE PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, UNION REGISTRARS LIMITED, AT SUITES 3301-04, 33/F., TWO CHINACHEM EXCHANGE SQUARE, 338 KING'S ROAD, NORTH POINT, HONG KONG TOGETHER WITH A REMITTANCE, BY CHEQUE OR BANKER'S CASHIER ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C OF FORM A SO AS TO BE RECEIVED BY THE REGISTRAR NO LATER THAN 4:00 P.M. ON MONDAY, 27 JUNE 2022 (OR, UNDER BAD WEATHER CONDITIONS AND/OR EXTREME CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES" BELOW). ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS BY CHEQUES WHICH MUST BE DRAWN ON AN ACCOUNT WITH, OR BANKER'S CASHIER ORDERS WHICH MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "PALINDA GROUP HOLDINGS LIMITED – PROVISIONAL ALLOTMENT ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY".

**INSTRUCTIONS ON TRANSFER AND SPLITTING ARE ALSO SET OUT IN THE ENCLOSED SHEET.**

**NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.**

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.

閣下如欲全數接納本暫定配額通知書所述供股股份的暫定配額，須不遲於二零二二年六月二十七日（星期一）下午四時正（或於惡劣天氣及／或極端情況下根據下文「**惡劣天氣對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響**」一段所述之有關較後日期或時間）將本暫定配額通知書整份連同表格甲之丙欄所示的港元全數股款的支票或銀行本票送達過戶登記處聯合證券登記有限公司（地址為香港北角英皇道338號華懋交易廣場2期33樓3301至04室）。所有股款須以港元繳付，並以香港持牌銀行賬戶開出的支票或香港持牌銀行發出的銀行本票支付，以「**PALINDA GROUP HOLDINGS LIMITED – PROVISIONAL ALLOTMENT ACCOUNT**」為收款人，並以「**只准入抬頭人賬戶**」劃線方式開出。

有關轉讓及分拆的指示載於附頁。

本公司將不會就有關股款發出收據。

接納本暫定配額通知書所載暫定配額的每位人士均確認其已閱讀附頁及章程所載條款及條件以及接納手續，並同意受其約束。



# PALINDA GROUP HOLDINGS LIMITED

## 百利達集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8179)

13 June 2022

Dear Qualifying Shareholder(s),

### INTRODUCTION

Reference is made to the prospectus of Palinda Group Holdings Limited dated 13 June 2022 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 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 held and registered in your name(s) as at the Record Date (i.e. Friday, 10 June 2022) at a subscription price of HK\$0.10 per Rights Share. Your holding of Shares as at 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.

### RIGHTS SHARES

The Rights Shares to be allotted and issued will, when issued, rank *pari passu* in all respects with the Shares then in issue. Holders of the Rights Shares will be entitled to receive all dividends and distributions which may be declared, made or paid on or after the date of issue of Rights Shares. As at the Latest Practicable Date, there was no arrangement under which future dividends are waived or agreed to be waived.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully paid forms on the Stock Exchange as well as compliance with the stock admission requirement of HKSCC, the Rights Shares in both their nil-paid and fully paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the commencement dates of dealings in Rights Shares in both their nil-paid and fully paid forms 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 settlement day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

The Underwriter has the right under the Underwriting Agreement to terminate the Underwriting Agreement by notice to the Company at any time prior to the Latest Time for Termination in certain circumstances set out in the Underwriting Agreement. Details of the circumstances in which the Underwriter has the right to terminate the Underwriting Agreement are set out below in the section headed “TERMINATION OF THE UNDERWRITING AGREEMENT”.

The Rights Issue is conditional upon the fulfillment of the conditions set out under the section headed “LETTER FROM THE BOARD – RIGHTS ISSUE – Conditions of the Rights Issue” in the Prospectus. If the conditions are not fulfilled or the Underwriting Agreement is terminated pursuant to its terms, the Rights Issue will not proceed.

### PROCEDURES FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment in full, you must lodge the PAL in accordance with the instructions printed thereon with the Registrar at Suites 3301-04, 33/F, Two Chinachem Exchange Square, 338 King’s Road, North Point, Hong Kong together with a remittance for the full amount payable on acceptance, so as to be received by no later than 4:00 p.m. (Hong Kong time) on Monday, 27 June 2022 (or, under bad weather conditions and/or extreme conditions, such later date as mentioned in the paragraph “EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION AND PAYMENT FOR EXCESS RIGHTS SHARES” below). All remittances must be made in Hong Kong dollars by cheques which must be drawn on an account with, or by banker’s cashier orders which must be issued by, a licensed bank in Hong Kong and made payable to “**PALINDA GROUP HOLDINGS LIMITED – PROVISIONAL ALLOTMENT ACCOUNT**” and crossed “**Account Payee Only**”.

It should be noted that unless the duly completed PAL, together with the appropriate remittance, has been lodged with the Registrar by no later than 4:00 p.m. (Hong Kong time) on Monday, 27 June 2022, whether by the original allottee or any person in whose favour the provisional allotment has been validly transferred, that provisional allotment and all rights and entitlement 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 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. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

## **APPLICATION FOR EXCESS RIGHTS SHARES**

Qualifying Shareholders may apply, by way of excess application, for (a) any unsold entitlements of the Non-Qualifying Shareholders; (b) any unsold Rights Shares created by aggregating fraction of Rights Shares; and (c) any Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders or otherwise not subscribed for by renounees or transferees of nil-paid Rights Shares.

Application should be made by completing and signing the EAF enclosed with the Prospectus for excess Rights Shares and lodging the same with a separate remittance for the full amount payable in respect of the excess Rights Shares being applied for in accordance with the instructions printed thereon, with the Registrar at Suites 3301-04, 33/F, Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong by not later than 4:00 p.m. on Monday, 27 June 2022 (or, under bad weather conditions and/or extreme conditions, such later date and/or time as mentioned in the section headed "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES" below). All remittances must be made by cheque or banker's cashier order in Hong Kong dollars. Cheques must be drawn on an account with, and banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "PALINDA GROUP HOLDINGS LIMITED – EXCESS APPLICATION ACCOUNT" and crossed "Account Payee Only".

## **TRANSFER**

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the "Form of Transfer and Nomination" (Form B) and hand this PAL to the person(s) to 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, Union Registrars Limited at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong so as to be received by no later than 4:00 p.m. on Monday, 27 June 2022 (or, under bad weather conditions and/or extreme conditions, such later time or date as mentioned in the paragraph headed "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES" below).

## **SPLITTING**

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 hereunder, or to transfer part or all of your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Friday, 17 June 2022 to the Registrar, Union Registrars Limited at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at the Registrar's address set out above after 9:00 a.m. on the second Business Day after your surrender of the original PAL. It should be noted that Hong Kong ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

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

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 at 4:00 p.m. on Monday, 27 June 2022 if there is a tropical cyclone warning signal number 8 or above, or a "black" rainstorm warning or Extreme Conditions in force in Hong Kong, if such circumstances is:

- (a) 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, the Latest Time for Acceptance will not take place at 4:00 p.m. on the date of the Latest Time for Acceptance, but will be extended to 5:00 p.m. on the same day instead;
- (b) 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, the Latest Time for Acceptance will not take place on the date of the Latest Time for Acceptance, but will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m.

If the Latest Time for Acceptance does not take place on the date of the Latest Time for Acceptance, the dates mentioned in the expected timetable (including but not limited to the Latest Time for Termination) above may be affected. An announcement will be made by the Company in such event.

## **FRACTIONAL ENTITLEMENTS**

The Company will not provisionally allot and issue and will not accept application for any fraction of the Rights Shares and the entitlements of the Qualifying Shareholders will be rounded down to the nearest whole number. All fractions of Rights Shares will be aggregated (rounded down to the nearest whole number). All nil-paid Rights Shares arising from such aggregation will be provisionally allotted (in nil-paid form) and sold in the market for the benefit of the Company if a premium (net of expenses) can be obtained, and the Company will retain the proceeds from such sale. Any unsold fractions of Rights Shares will be made available for excess application by the Qualifying Shareholders under the EAFs.

## **WARNING OF THE RISKS OF DEALING IN THE EXISTING SHARES AND NIL-PAID RIGHTS SHARES**

**Shareholders and potential investors of the Company should note that the Rights Issue is conditional upon the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with the terms thereof. Accordingly, the Rights Issue may or may not proceed.**

**Shareholders should note that the Shares have been dealt in on an ex-rights basis commencing from Wednesday, 1 June 2022. Dealings in the Rights Shares in the nil-paid form will take place from Wednesday, 15 June 2022 to Wednesday, 22 June 2022 (both dates inclusive).**

Any Shareholder or other person contemplating selling or purchasing the Shares and/or nil-paid Rights Shares up to the date when the conditions of the Rights Issue are fulfilled will bear the risk that the Rights Issue may not become unconditional and may not proceed. Shareholders and the public are reminded to exercise caution when dealing in the Shares and any dealings in the Rights Shares in their nil-paid form from Wednesday, 15 June 2022 to Wednesday, 22 June 2022 (both dates inclusive) will accordingly bear the risk that the Rights Issue cannot become unconditional and may not proceed. Any Shareholders or other persons contemplating any dealings in the Shares or nil-paid Rights Shares are recommended to consult your own professional advisers.

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

All cheques or banker's cashier orders will be presented for payment following receipt and all interest earned on such monies will be retained for the benefit of the Company. Without prejudice to the other rights of the Company in respect hereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque and/or banker's cashier order is dishonoured on first presentation, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application for the Rights Shares, and underpaid application will be rejected. Completion and return of this PAL together with a cheque or banker's cashier order in payment for the Rights Shares, whether by a Qualifying Shareholder or by any nominated transferee, will constitute a warranty by you that the cheque or banker's cashier order will be honoured on first presentation.

## **SHARE CERTIFICATES OF THE RIGHTS SHARES AND REFUND CHEQUES FOR THE RIGHTS ISSUE**

Subject to the fulfillment of the conditions of the Rights Issue, share certificates for all fully paid Rights Shares are expected to be posted to those who have accepted and (where applicable) applied for and paid for the Rights Shares on Wednesday, 6 July 2022 by ordinary post at their own risk to their respective registered addresses. Each applicant, except HKSCC Nominees Limited, will receive one share certificate for all the allotted Rights Shares.

If the Rights Issue is terminated or for any wholly or partially unsuccessful application for excess Rights Shares, refund cheques in respect of the acceptance for Rights Shares are expected to be posted on Wednesday, 6 July 2022 by ordinary post to the applicants at their own risk to their respective registered addresses.

## **TERMINATION OF THE UNDERWRITING AGREEMENT**

The Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement if, inter alia:

- (a) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
  - (i) the introduction of any law or regulation or any change in existing laws or regulations (or the judicial interpretation thereof); or
  - (ii) the occurrence of (1) any local, national or international event or change of a political, military, financial, economic or currency or other nature or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; (2) a suspension or a material limitation in trading in securities generally on the Stock Exchange; (3) a suspension or a material limitation in trading in the Company's securities on the Stock Exchange for more than ten consecutive Business Days (other than pending publication of the Announcement or any other document relating to the Rights Issue); (4) a general moratorium on commercial banking activities in Hong Kong declared by the relevant authority or a material disruption in commercial banking or securities settlement or clearance services in Hong Kong; or (5) a change or development involving a prospective change in taxation affecting the Company, the Shares or the transfer thereof; or
- (b) any change in the circumstances of the Company or any member of the Group occurs which in the reasonable opinion of the Underwriter will materially and adversely affect the prospects of the Company, including without limiting the generality of the foregoing, the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any member of the Group or the destruction of any material asset of the Group; or
- (c) any event of force majeure occurs, including without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, outbreak of an infectious disease, epidemic, terrorism, armed conflict, strike or lock-out; or
- (d) the commencement by any third party of any litigation or claim against any member of the Group after the signing of the Underwriting Agreement which, in the reasonable opinion of the Underwriter, is or might be material to the Group taken as a whole; or
- (e) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole occurs, whether or not ejusdem generis with any of the foregoing.

The Underwriter shall be entitled by notice in writing, served prior to the Latest Time for Termination, to rescind the Underwriting Agreement if prior to the Latest Time for Termination, inter alia:

- (a) the Company commits any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement or it comes to the knowledge of the Underwriter of such material breach, which will or is likely to have a material and adverse effect on its business, financial or trading prospects of the Group; or

- (b) the Company's application to the GEM Listing Committee for the permission for the listing of, and permission to deal in, the Rights Shares (in their nil-paid and fully-paid forms) on the Stock Exchange is withdrawn by the Company and/or refused or revoked by the Stock Exchange; or
- (c) any condition to enable the Rights Shares (in their nil-paid and fully-paid forms) to be admitted as eligible securities for deposit, clearance and settlement in CCASS is not satisfied or notification is received by the Company from HKSCC that such admission or facility for holding and settlement has been or is to be refused; or
- (d) any statement contained in the Announcement or any Prospectus Document has been shown to be untrue, inaccurate, incomplete in any material respect or misleading with reference to the date on which such statement was made.

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement or if any of the conditions of the Rights Issue as set out in the section headed "LETTER FROM THE BOARD – RIGHTS ISSUE – Conditions of the Rights Issue" in the Prospectus is not fulfilled at or before the time and date specified in the Underwriting Agreement, the Rights Issue will not proceed, and the monies received in respect of acceptances of the Rights Shares will be returned to you or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in the case of joint acceptances, to the first-named person without interest, by means of cheques despatched by ordinary post at their own risk to their respective registered addresses by the Registrar on Wednesday, 6 July 2022.

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

The PAL shall only be despatched to the Qualifying Shareholders.

The Prospectus Documents will not be registered or filed under any applicable securities legislation of any jurisdictions other than Hong Kong. No action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus Documents, in any territory other than Hong Kong. Accordingly, no person receiving a copy of any of the Prospectus Documents in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in a territory such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof.

It is the responsibility of the Qualifying Shareholders outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself before acquiring any rights to subscribe for the Rights Shares as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory in connected therewith. Any acceptance of or application for Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been fully complied with. If you are in doubt as to your position, you should consult your own professional advisers. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.

## **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 it has been issued shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split PALs and/or share certificates.

## **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) (the "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 Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to (i) the Company, at its principal place of business in Hong Kong at Unit 306-A201, 3/F., Harbour Centre, Tower 1, 1 Hok Cheung Street, Hunghom, Kowloon, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company; or (ii) (as the case may be) the Registrar at its address set out above for the attention of Privacy Compliance Officer.

Yours faithfully,  
For and on behalf of  
**Palinda Group Holdings Limited**  
**Huang Wei**  
*Chairlady & Executive Director*





# PALINDA GROUP HOLDINGS LIMITED 百利達集團控股有限公司

(於開曼群島註冊成立的有限公司)

(股份代號:8179)

敬啟者：

## 緒言

茲提述百利達集團控股有限公司就供股刊發日期為二零二二年六月十三日之章程(「章程」)。除文義另有所指外，本暫定配額通知書所用詞彙與章程所界定者具有相同涵義。根據章程所載條款，董事已按於記錄日期(即二零二二年六月十日(星期五))以閣下名義登記及持有每兩(2)股現有股份可獲發一(1)股供股股份之基準，按每股供股股份0.10港元之認購價向閣下暫定配發供股股份。閣下於記錄日期持有之股份列於表格甲之甲欄，而閣下獲暫定配發之供股股份數目列於表格甲之乙欄。

## 供股股份

將予配發及發行之供股股份一經發行，將在各方面與當時已發行股份享有同等權利。供股股份持有人將有權收取於發行供股股份日期或之後可能宣派、作出或派付之所有股息及分派。於最後可行日期，概無放棄或同意放棄未來股息之安排。

待未繳股款及繳足股款供股股份獲批准於聯交所上市及買賣以及遵守香港結算之股份接納規定後，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，可自該等未繳股款及繳足股款供股股份於聯交所開始買賣日期或香港結算可能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在中央結算系統內進行交收。在中央結算系統進行之一切活動均須依據不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

根據包銷協議，包銷商有權在包銷協議內所載之若干情況下，於最後終止時限前隨時向本公司發出通知終止包銷協議。有關包銷商有權終止包銷協議之情況詳情載於下文「終止包銷協議」一節內。

供股須待章程「董事會函件—供股—供股之條件」一節所載之條件獲達成後方可作實。倘該等條件未獲達成或包銷協議按其條款予以終止，供股將不會進行。

## 接納及付款手續

閣下如欲全數接納暫定配額，須不遲於二零二二年六月二十七日(星期一)下午四時正(香港時間)(或於惡劣天氣及/或極端情況下根據下文「惡劣天氣對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響」一段所述之有關較後日期)，按暫定配額通知書所印列之指示將暫定配額通知書連同須於接納時全數繳足之股款，送達過戶登記處(地址為香港北角英皇道338號華懋交易廣場2期33樓3301至04室)。所有股款須以港元支付，並以香港持牌銀行賬戶開出的支票或香港持牌銀行發出的銀行本票支付，以「PALINDA GROUP HOLDINGS LIMITED – PROVISIONAL ALLOTMENT ACCOUNT」為收款人，並以「只准入抬頭人賬戶」劃線方式開出。

務請注意，除非原承配人或任何有效承讓暫定配額之人士不遲於二零二二年六月二十七日(星期一)下午四時正(香港時間)將已填妥之暫定配額通知書連同適當股款交回過戶登記處，否則暫定配額通知書下之有關暫定配額及一切權利及配額將被視為已遭拒絕及將予註銷，而該等供股股份將可供合資格股東以額外申請表格提出申請。本公司可全權酌情將未有按照有關指示填妥之暫定配額通知書視作有效及對交回有關表格或代表其交回有關表格之人士具有約束力。本公司可於較後階段要求相關申請人將未填妥之暫定配額通知書填妥。

## 申請認購額外供股股份

合資格股東可以額外申請方式申請認購(a)任何不合資格股東的未售配額；(b)透過匯集零碎供股股份而產生之任何未售供股股份；及(c)已暫定配發但未獲合資格股東接納或未繳股款供股股份之受棄讓人或承讓人另行認購之任何供股股份。

閣下須不遲於二零二二年六月二十七日(星期一)下午四時正(或於惡劣天氣及／或極端情況下根據下文「惡劣天氣對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響」一節所述之有關較後日期及／或時間)，按照表格印備之指示填妥及簽署章程隨附之額外申請表格，連同就所申請額外供股股份應付之全數獨立股款一併交回過戶登記處(地址為香港北角英皇道338號華懋交易廣場2期33樓3301至04室)，以提出申請。所有股款必須以支票或銀行本票以港元支付。支票須由香港持牌銀行賬戶開出，銀行本票亦須由香港持牌銀行發出，以「**PALINDA GROUP HOLDINGS LIMITED – EXCESS APPLICATION ACCOUNT**」為收款人，並以「**只准入抬頭人賬戶**」劃線方式開出。

## 轉讓

閣下如欲轉讓 閣下根據本暫定配額通知書獲暫定配發之供股股份之全部認購權，必須填妥及簽署「轉讓及提名表格」(表格乙)，並將本暫定配額通知書送交承讓權利之人士或經手轉讓權利之人士。其後，承讓人須填妥及簽署「登記申請表格」(表格丙)，並須不遲於二零二二年六月二十七日(星期一)下午四時正(或於惡劣天氣及／或極端情況下根據下文「惡劣天氣對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響」一段所述之有關較後日期或時間)將本暫定配額通知書整份連同表格甲內之丙欄所示接納時應繳付之全部股款送達過戶登記處聯合證券登記有限公司(地址為香港北角英皇道338號華懋交易廣場2期33樓3301至04室)。

## 分拆

閣下如僅欲接納部分暫定配額，或轉讓 閣下根據本暫定配額通知書獲暫定配發之供股股份之部分認購權，或向超過一名人士轉讓 閣下之部分或全部權利，則須不遲於二零二二年六月十七日(星期五)下午四時三十分將原暫定配額通知書交回及送達過戶登記處聯合證券登記有限公司(地址為香港北角英皇道338號華懋交易廣場2期33樓3301至04室)予以註銷，過戶登記處將會註銷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 閣下交回原暫定配額通知書後第二個營業日上午九時正後於上文所載過戶登記處之地址領取。務請注意， 閣下轉讓認購相關供股股份的權利予承讓人以及承讓人接納有關權利須繳納香港從價印花稅。

## 惡劣天氣對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響

倘懸掛八號或以上熱帶氣旋警告信號或「黑色」暴雨警告信號或極端情況在香港生效，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於二零二二年六月二十七日(星期一)下午四時正生效，並按以下情況處理：

- (a) 如相關警告訊號於最後接納時限所在日期中午十二時正前任何本地時間在香港生效，且於中午十二時正後不再生效，則最後接納時限將不會於最後接納時限所在日期下午四時正生效，而將押後至同日下午五時正；
- (b) 如相關警告訊號於最後接納時限所在日期中午十二時正至下午四時正任何本地時間在香港生效，則最後接納時限將不會於最後接納時限所在日期生效，而將重訂為有關警告於上午九時正至下午四時正任何時間並無生效之下一個營業日下午四時正。

倘最後接納時限並無於最後接納時限所在日期生效，則上述預期時間表所述日期(包括但不限於最後終止時限)或會受到影響。在此情況下，本公司將另行刊發公告。

## 零碎配額

本公司將不會暫定配發及發行及亦不會接納任何零碎供股股份之申請，而合資格股東之配額將向下約整至最接近之整數。所有零碎之供股股份將予匯集(向下約整至最接近之整數)。匯集碎股所產生之全部未繳股款供股股份將暫定配發(以未繳股款形式)，且如扣除開支後可獲得溢價，則將以本公司為受益人於市場出售，而該等出售之所得款項將由本公司保留。任何未售之零碎供股股份可供合資格股東根據額外申請表格作出額外申請。

## 買賣現有股份及未繳股款供股股份之風險警告

股東及本公司有意投資者務請注意，供股須待包銷協議成為無條件，以及包銷商並無根據包銷協議之條款終止包銷協議後，方可作實。因此，供股可能會亦可能不會進行。

股東應注意，股份已由二零二二年六月一日(星期三)起按除權基準買賣。未繳股款供股股份將於二零二二年六月十五日(星期三)至二零二二年六月二十二日(星期三)期間(包括首尾兩日)買賣。

擬於供股之條件達成之日期前出售或購入股份及／或未繳股款供股股份之任何股東或其他人士將承擔供股可能無法成為無條件及未必進行之風險。股東及公眾人士於買賣股份時務請謹慎行事，且於二零二二年六月十五日(星期三)至二零二二年六月二十二日(星期三)期間(包括首尾兩日)買賣任何未繳股款供股股份，將相應承擔供股可能無法成為無條件及未必進行之風險。建議擬買賣股份或未繳股款供股股份之任何股東或其他人士諮詢彼等本身之專業顧問。

## 支票及銀行本票

所有支票或銀行本票將於收訖後過戶，而有關款項賺取的所有利息將撥歸本公司所有。在不影響本公司與此有關的其他權利的情況下，本公司保留拒絕受理任何隨附支票及／或銀行本票於首次過戶時未獲兌現的暫定配額通知書的權利，而在該情況下，該暫定配額及其項下的一切權利將被視作已遭拒絕及將予註銷。閣下申請認購供股股份時須繳付準確股款金額，以及未繳足股款申請將不獲受理。填妥本暫定配額通知書並連同繳付供股股份之股款支票或銀行本票一併交回(不論由合資格股東或任何指定承讓人交回)，即表示閣下保證支票或銀行本票可於首次過戶時兌現。

## 供股股份的股票及供股的退款支票

待供股之條件達成後，所有繳足股款供股股份之股票預期於二零二二年七月六日(星期三)以普通郵遞方式寄發予已接納及(倘適用)申請供股股份並已繳付股款之人士各自之登記地址，郵誤風險概由彼等自行承擔。每名申請人(不包括香港中央結算(代理人)有限公司)將就所有配發的供股股份獲發一張股票。

倘供股終止或任何全部或部分額外供股股份申請未獲接納，有關接納供股股份的退款支票預期將於二零二二年七月六日(星期三)以普通郵遞方式寄發予申請人各自之登記地址，郵誤風險概由彼等自行承擔。

## 終止包銷協議

倘出現(其中包括)下述任何情況，則包銷商有權透過於最後終止時限前向本公司送達書面通知終止包銷協議：

- (a) 包銷商合理認為，供股之成功進行將因下列各項而受到重大不利影響：
  - (i) 頒佈任何法例或法規或現行法例或法規(或其司法詮釋)有任何變動；或
  - (ii) 發生(1)任何地方、國家或國際之政治、軍事、金融、經濟或貨幣或其他性質或性質屬任何地方、國家或國際爆發敵對行為或敵對行為升級或武裝衝突或影響地方證券市場之事件或變動；(2)聯交所整體暫停買賣證券或其買賣受到重大限制；(3)本公司證券連續超過十個營業日在聯交所暫停買賣或其買賣受到重大限制(惟因等待刊發該公告或有關供股之任何其他文件除外)；(4)香港有關當局宣佈全面禁止商業銀行活動，或香港商業銀行業務、證券交收或結算服務嚴重中斷；或(5)出現影響本公司、股份或有關轉讓之稅務變動或涉及潛在稅務變動之事態發展；或
- (b) 本公司或本集團任何成員公司之情況出現任何變動，而包銷商合理認為將對本公司之前景構成重大不利影響，包括(在不限制前述事項一般性之原則下)提出清盤呈請或通過決議案清盤或結業，或本集團任何成員公司發生類似事件，或本集團任何重大資產遭破壞；或
- (c) 任何不可抗力事件，包括(在不限制其一般性之原則下)任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、傳染病爆發、疫症、恐怖主義活動、武裝衝突、罷工或停工；或
- (d) 於簽署包銷協議後，任何第三方對本集團任何成員公司提出任何訴訟或索償，而包銷商合理認為對或可能對本集團整體而言屬重大；或
- (e) 本集團之整體業務或財務或貿易狀況或前景出現任何其他重大不利變動(不論是否與前述任何一項同類)。

倘於最後終止時限前出現(其中包括)下述任何情況，則包銷商有權透過於最後終止時限前送達書面通知撤銷包銷協議：

- (a) 本公司嚴重違反其於包銷協議內載列之任何聲明、保證或承諾，或包銷商獲悉有關嚴重違反將或可能對本集團之業務、財務或經營前景造成重大不利影響；或

- (b) 本公司撤回及／或聯交所拒絕或撤銷本公司向GEM上市委員會提出有關批准未繳股款及繳足股款供股股份於聯交所上市及買賣之申請；或
- (c) 未達成任何條件以使未繳股款及繳足股款供股股份獲接納為合資格證券以於中央結算系統內存放、結算及交收或本公司獲香港結算通知，表示持有及作結算用途之有關接納事宜或措施已經或將會遭拒絕；或
- (d) 該公告或任何章程文件所載任何聲明已被證明在任何重大方面屬失實、不準確、不完整或參考該聲明作出之日有所誤導。

倘包銷商行使權利終止或撤銷包銷協議或倘章程「董事會函件—供股—供股之條件」一節所載之任何供股條件未能於包銷協議指定之時間及日期或之前獲達成，則供股將不會進行，而過戶登記處將就接納供股股份所收取之股款於二零二二年七月六日(星期三)不計利息以支票方式退還予閣下或已獲有效轉讓未繳股款供股股份之其他人士(或倘為聯名接納人，則為名列首位之人士)，並以普通郵遞方式寄往彼等各自之登記地址，郵誤風險概由彼等自行承擔。

### 派發本暫定配額通知書及其他章程文件

本暫定配額通知書僅向合資格股東寄發。

章程文件將不會根據香港以外任何司法權區之適用證券法例進行登記或存檔。本公司並無採取任何行動，以批准在香港以外任何地區提呈發售供股股份或派發章程文件。因此，倘任何人士在香港以外任何地區接獲任何章程文件之文本，除非在該地區可合法提呈有關要約或邀請而毋須遵守其任何登記或其他法律或監管規定，否則不可視作提呈申請供股股份之要約或邀請。

於香港以外地區有意申請供股股份之合資格股東，須於取得認購供股股份之任何權利前自行遵守所有相關地區之法例及規例(包括取得任何政府或其他同意及就此繳付任何有關地區規定須繳付之稅項及徵費)。任何人士就供股股份之接納或申請將被視為構成有關人士向本公司之聲明及保證，表示有關當地法律及規定已獲全面遵守。閣下如對自身的情況有任何疑問，應諮詢閣下本身之專業顧問。倘本公司相信接納供股股份的任何申請將會觸犯任何司法權區之適用證券法例或其他法例或規例，則本公司保留權利拒絕接納有關申請。為免生疑問，香港結算或香港中央結算(代理人)有限公司概不作任何上述聲明及保證或受其規限。

### 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，即表示交回之人士或各方就處理本暫定配額通知書及收取分拆暫定配額通知書及／或股票擁有最終所有權憑證。

### 個人資料收集—暫定配額通知書

閣下填妥、簽署及交回本暫定配額通知書，即表示同意向本公司、過戶登記處及／或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而接納供股股份暫定配額的人士之任何資料。香港法例第486章個人資料(私隱)條例(「該條例」)賦予證券持有人權利向本公司或過戶登記處確定是否持有彼等之個人資料、索取有關資料之文本及更正任何不準確之資料。根據該條例，本公司及過戶登記處有權就處理任何查閱資料之要求收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往(i)本公司於香港的主要經營地點(地址為香港九龍紅磡鶴翔街1號維港中心第一座3樓306-A201室，或根據適用法律不時作出通知之地點)並以本公司的公司秘書為收件人；或(ii)(視情況而定)過戶登記處(上文所示地址)並以私隱條例事務主任為收件人。

此 致

列位合資格股東 台照

代表  
百利達集團控股有限公司  
主席兼執行董事  
黃巍  
謹啟

二零二二年六月十三日