

IMPORTANT
重要提示

Reference is made to the prospectus (the “**Prospectus**”) dated 24 February 2020 issued by Guotai Junan International Holdings Limited (the “**Company**”). Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述國泰君安國際控股有限公司(「**本公司**」)所刊發日期為二零二零年二月二十四日之供股章程(「**供股章程**」)。除文義另有所指外，本暫定配額通知書所用詞彙與供股章程所界定者具有相同涵義。

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

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

THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (“EAF”) WILL EXPIRE AT 4:00 P.M. ON MONDAY, 9 MARCH 2020 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” OVERLEAF).

本暫定配額通知書具有價值及可轉讓，務請閣下立即處理。本暫定配額通知書及隨附之額外申請表格(「**額外申請表格**」)所載要約將於二零二零年三月九日(星期一)下午四時正(或背頁「**惡劣天氣之影響**」一段所述之較後日期及／或時間)結束。

A copy of each of the Prospectus Documents, having attached thereto the written consent referred to under the section headed “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 38D of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Securities and Futures Commission, the Stock Exchange and the Registrar of Companies in Hong Kong take no responsibility as to the contents of any of the Prospectus Documents.

各章程文件(連同供股章程附錄三「送呈公司註冊處處長之文件」一節所述之同意書)已根據公司(清盤及雜項條文)條例(香港法例第32章)第38D條之規定送呈香港公司註冊處處長登記。證監會、聯交所及香港公司註冊處處長對任何章程文件之內容概不負責。

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

香港交易及結算有限公司、聯交所及香港結算對本文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不對因本文件之全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

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

股份、未繳股款及繳足股款供股股份之買賣可透過中央結算系統進行交收，有關交收安排之詳情及該等安排可能對閣下權利及權益之影響，應諮詢閣下之股票經紀或持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

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

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣以及符合香港結算之股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，自未繳股款及繳足股款供股股份各自於聯交所開始買賣之日期或由香港結算可能釐定之其他日期起，可於中央結算系統寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易，須於其後第二個結算日在中央結算系統交收。所有中央結算系統之活動均須遵守不時生效之《中央結算系統一般規則》及《中央結算系統運作程序規則》進行。



國泰君安國際

GUOTAI JUNAN INTERNATIONAL

GUOTAI JUNAN INTERNATIONAL HOLDINGS LIMITED

國泰君安國際控股有限公司

(incorporated in Hong Kong with limited liability)

(於香港註冊成立的有限公司)

(Stock Code: 1788)

(股份代號: 1788)

Share registrar in Hong Kong:

香港股份過戶登記處:

Computershare Hong Kong

Investor Services Limited

Shops 1712-1716, 17th Floor

Hopewell Centre

183 Queen's Road East

Wanchai, Hong Kong

香港中央證券登記有限公司

香港灣仔皇后大道東183號

合和中心

17樓1712至1716號舖

Registered office of the

Company:

本公司註冊辦事處:

27/F, Low Block

Grand Millennium Plaza

No. 181 Queen's Road Central

Hong Kong

香港

皇后大道中181號

新紀元廣場

低座27樓

**RIGHTS ISSUE OF RIGHTS SHARES
AT THE SUBSCRIPTION PRICE OF HK\$1.45 EACH ON THE BASIS
OF ONE RIGHTS SHARE FOR EVERY THREE EXISTING SHARES
HELD ON THE RECORD DATE**

24 February 2020

二零二零年二月二十四日

按於記錄日期每持有三股現有股份
可獲發一股供股股份的基準
以認購價每股供股股份**1.45**港元進行供股
PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Provisional Allotment Letter No.

暫定配額通知書編號

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

合資格股東姓名及地址

Total number of Shares registered in your name(s) on Friday, 7 February 2020
於二零二零年二月七日(星期五)登記於閣下名下之股份總數

BOX A
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Monday, 9 March 2020
暫定配發予閣下之供股股份數目，接納之全數款項須不遲於二零二零年三月九日(星期一)下午四時正前繳足

BOX B
乙欄

Total subscription monies payable 應繳認購款項總額

BOX C
丙欄

HK\$
港元

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

Contact telephone number:
聯絡電話號碼:

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

To accept this provisional allotment of the Rights Shares in full, you must lodge this original PAL intact with the Registrar at shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance in Hong Kong dollars for the full amount shown in Box C above so as to be received by not later than 4:00 p.m. on Monday, 9 March 2020 (or such later date and/or time as mentioned under the paragraph headed "Effect of Bad Weather" overleaf). All remittances must be made in Hong Kong dollars and forwarded either by a cheque drawn on a bank account with, or, by a cashier's order issued by, a licensed bank in Hong Kong. All such cheques or cashier's orders must be made payable to "Guotai Junan International Holdings Limited – Rights Issue Account" and crossed "Account Payee Only". Instructions on transfer and splitting are set out overleaf. No receipt will be given for such remittances.

閣下如全數接納此供股股份之暫定配額，必須將本暫定配額通知書正本連同以港元繳付上列丙欄所示之全數股款，於二零二零年三月九日(星期一)下午四時正(或背頁「惡劣天氣之影響」一段所述之有關較後日期及／或時間)前交回過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付，並須以香港持牌銀行賬戶開出之支票或發出之銀行本票支付。所有該等支票或銀行本票須註明抬頭人為「Guotai Junan International Holdings Limited – Rights Issue Account」，並須以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆之指示載於背頁。本公司不會就有關股款發出收據。

The Underwriting Agreement contains provisions granting each of the Underwriters a right to terminate its obligations under the Underwriting Agreement. Please refer to the paragraph headed "Termination of the Underwriting Agreement" overleaf for further details. The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated in accordance with its terms. If this condition is not fulfilled, the Rights Issue will not proceed. Please refer to the section headed "Conditions of the Rights Issue" of the Prospectus for further details.

包銷協議載有授予各包銷商權利的條文，可終止其於包銷協議項下之責任。進一步詳情請參閱背頁「終止包銷協議」一段。供股須待包銷協議成為無條件且未有根據其條款遭終止時方可作實。倘此項條件未獲達成，供股將不會進行。進一步詳情請參閱供股章程「供股之條件」一節。

Shares have been dealt in on an ex-rights basis from Thursday, 30 January 2020. Dealings in the Nil Paid Rights will take place from Wednesday, 26 February 2020 to Wednesday, 4 March 2020 (both days inclusive). Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or the Nil Paid Rights is advised to consult their own professional advisers and exercise caution. Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or the Nil Paid Rights up to the date on which all the conditions to which the Rights Issue is subject to fulfilled will bear the risk that the Rights Issue may not become unconditional and may not proceed.

股份已自二零二零年一月三十日(星期四)起按除權基準買賣。未繳股款供股權預期於二零二零年二月二十六日(星期三)至二零二零年三月四日(星期三)(包括首尾兩日)期間進行買賣。任何有意轉讓、出售或購買股份及／或未繳股款供股權之股東或其他人士應諮詢彼等各自之專業顧問及務請審慎行事。任何股東或其他人士如在供股之所有條件達成之日前擬轉讓、出售或購買股份及／或未繳股款供股權，將會承擔供股可能無法成為無條件及可能不會進行之風險。

Each person accepting the provisional allotment specified in this PAL confirms that he/she/it has read the terms and conditions and acceptance procedures set out in the enclosed sheet and in the Prospectus and agrees to be bound by them.

接納本暫定配額通知書所載的暫定配額的每位人士均確認彼已閱讀供股章程所載的條款及條件以及接納手續，並同意受其約束。

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

在轉讓本文件所指供股股份的認購權時，每宗買賣均須繳付從價印花稅。除出售以外，餽贈或轉讓實益權益亦須繳付從價印花稅。在本文件所指之任何供股股份配額轉讓登記之前，須出示已繳付從價印花稅之證明。

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 its/his/her/their right(s) to subscribe for the Rights Shares comprised herein)
(僅供有意轉讓本暫定配額通知書所列其全部供股股份認購權之合資格股東填寫及簽署)

To: The Directors
Guotai Junan International Holdings Limited
致：國泰君安國際控股有限公司
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列本人／吾等供股股份的認購權全數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

1. 2. 3. 4.

Signature(s) of Qualifying Shareholder(s) (all joint shareholders must sign)
合資格股東簽署(所有聯名股東均須簽署)

Date
日期：

Ad valorem stamp duty shall be payable by the transferor(s) if this form is completed.
填妥此表格後，轉讓人須支付從價印花稅。

Form C

表格丙

REGISTRATION APPLICATION FORM

登記申請表格

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

To: The Directors
Guotai Junan International Holdings Limited
致：國泰君安國際控股有限公司
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 set out in this PAL and the accompanying Prospectus and subject to the articles of association of the Company.

敬啟者：
本人／吾等謹請閣下將表格甲中乙欄所列數目之供股股份登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及隨附之供股章程所載之條款，並在貴公司之組織章程細則之規限下接納此等股份。

Existing Shareholder(s) Please mark "X" in this box
現有股東請在欄內填上[X]號

To be completed in block letters in **ENGLISH**. Joint applicants should give the address of the first-named applicant only.
For Chinese applicant, please provide your name in both English and Chinese.
請用英文正楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。
中國籍申請人請同時填寫中、英文姓名。

Name in English 英文姓名	Family name/Company name 姓氏／公司名稱	Name in Chinese 中文姓名
	Other name(s) 別名	
Name(s) of joint applicant(s) in English (if any) 聯名申請人英文姓名(如有)		
Address in English (joint applicants should give the address of the first-named applicant only) 英文地址 (聯名申請人僅須填寫排名首位之申請人之地址)		
Occupation 職業		Telephone number 電話號碼
Dividend instructions 派息指示		
Name and address of bank 銀行名稱及地址		Bank account number 銀行賬戶號碼

1. 2. 3. 4.

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

Date
日期：

Ad valorem stamp duty shall be payable by the transferee(s) if this form is completed.
填妥此表格後，承讓人須支付從價印花稅。



國泰君安國際

GUOTAI JUNAN INTERNATIONAL

GUOTAI JUNAN INTERNATIONAL HOLDINGS LIMITED

國泰君安國際控股有限公司

(incorporated in Hong Kong with limited liability)

(於香港註冊成立的有限公司)

(Stock Code: 1788)

(股份代號: 1788)

Dear Qualifying Shareholders,

24 February 2020

致合資格股東：

二零二零年二月二十四日

INTRODUCTION

緒言

Reference is made to the prospectus (the “**Prospectus**”) dated 24 February 2020 issued by Guotai Junan International Holdings Limited (the “**Company**”). Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述國泰君安國際控股有限公司(「**本公司**」)所刊發日期為二零二零年二月二十四日之供股章程(「**供股章程**」)。除文義另有所指外，本暫定配額通知書所用詞彙與供股章程所界定者具有相同涵義。

In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the Rights Shares on the basis of one (1) Rights Share for every three (3) existing Shares registered in your name on the register of members of the Company as at the Record Date (i.e. Friday, 7 February 2020) at a subscription price of HK\$1.45 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A and the total number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

根據供股章程所載條款及在其所載條件規限下，董事已向閣下暫定配發供股股份，基準為按於記錄日期(即二零二零年二月七日(星期五))以閣下名義在本公司股東名冊內登記之每三(3)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1.45港元。閣下於記錄日期所持股份數目載於表格甲的甲欄，而暫定配發予閣下之供股股份總數則載於表格甲的乙欄。

The Rights Shares (when allotted and fully paid) will rank *pari passu* with the then existing Shares in issue in all respects. 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 Rights Shares in their fully paid form.

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

Any Rights Shares provisionally allotted but not accepted, will be available for excess applications by the Qualifying Shareholders (other than PRC Southbound Trading Investors) using the accompanying form of application for excess Rights Shares.

任何暫定配發但未被接納的供股股份均可由合資格股東(不包括中國港股通投資者)使用隨附的額外供股股份申請表格作出額外申請。

PROCEDURE FOR ACCEPTANCE AND PAYMENT

接納及付款手續

To take up your provisional allotment and entitlements in full, you must lodge the whole of this PAL in accordance with the instructions printed herein intact with the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance for the full amount payable on acceptance, as set out in Box C in Form A, so as to be received by no later than 4:00 p.m. on Monday, 9 March 2020 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather" below). All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to **"Guotai Junan International Holdings Limited – Rights Issue Account"** and must be crossed **"Account Payee Only"**. Such payment will constitute acceptance of the provisional allotment and entitlements on the terms of this PAL and the Prospectus and subject to the articles of association of the Company. No receipt will be given for such remittances.

閣下如欲承購全數暫定配額，則不遲於二零二零年三月九日(星期一)下午四時正(或下文「惡劣天氣之影響」一段所述之有關較後日期及／或時間)，根據本暫定配額通知書所載指示將整份暫定配額通知書連同表格甲內丙欄所列接納時應付之全數股款交回過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付，及有關支票或銀行本票須由香港持牌銀行賬戶開出或發出，並註明抬頭人為「**Guotai Junan International Holdings Limited – Rights Issue Account**」，且須以「**只准入抬頭人賬戶**」劃線方式開出。有關付款將構成接納本暫定配額通知書的暫定配額及供股章程之條款，並受本公司之組織章程細則所規限。繳付有關股款將不會獲發收據。

It should be noted that unless this PAL, duly completed, together with the appropriate remittance shown in Box C in Form A, have been lodged as described above by no later than 4:00 p.m. on Monday, 9 March 2020 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather" below), whether lodged by the original allottee or any person in whose favour the rights have been validly transferred, this provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled. The Company may at its sole discretion treat this PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

務請注意，除非填妥的本暫定配額通知書連同表格甲內丙欄所示之適當股款已如上文所述不遲於二零二零年三月九日(星期一)下午四時正(或下文「惡劣天氣之影響」一段所述之有關較後日期及／或時間)交回(無論由原獲配發人或已有效獲轉讓權利的任何人士遞交)，否則本暫定配額及其項下之一切有關權利將被視作放棄及予以取消。即使按上述規定交回之暫定配額通知書並未按有關指示填妥，本公司可全權酌情決定將本暫定配額通知書視為有效，並對遞交通知書之人士或其代表具約束力。本公司可要求有關未有按指示填妥暫定配額通知書之申請人於稍後填妥有關通知書。

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

填妥及交回本暫定配額通知書即表示 閣下向本公司保證及聲明已經或將會遵守除香港以外所有相關司法權區內有關暫定配額通知書及任何暫定配發供股股份的接納之所有註冊、法定及監管規定。為免生疑，香港結算或香港中央結算(代理人)有限公司概不受限於任何聲明及保證規限。

TRANSFER

轉讓

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 persons through whom you are transferring your rights. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C in Form A with the Registrar at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, so as to be received by no later than 4:00 p.m. on Monday, 9 March 2020 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather" below). All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**Guotai Junan International Holdings Limited – Rights Issue Account**" and crossed "**Account Payee Only**". No receipt will be given for such remittances.

閣下如欲將全部暫定配發予閣下之供股股份認購權轉讓，須填妥及簽署轉讓及提名表格(表格乙)，並將本暫定配額通知書交予認購權之承讓人或轉讓經手人。其後，承讓人須不遲於二零二零年三月九日(星期一)下午四時正(或下文「惡劣天氣之影響」一段所述之有關較後日期及／或時間)將登記申請表格(表格丙)填簽妥當，然後將整份暫定配額通知書連同表格A丙欄所列接納時應付之全數股款交回過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712–1716號舖。所有股款須以港元繳付，及有關支票或銀行本票須由香港持牌銀行賬戶開出或發出，並註明抬頭人為「**Guotai Junan International Holdings Limited – Rights Issue Account**」，且須以「只准入抬頭人賬戶」劃線方式開出。繳付有關股款將不會獲發收據。

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

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

SPLITTING

分拆

If you wish to accept only part of your provisional allotment or to transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you 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, 28 February 2020 with the Registrar at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, who will cancel the original PAL and issue new PAL(s) in the denominations required, which will be available for collection at the office of the Registrar at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

閣下如僅欲接納部分暫定配額或轉讓本通知書所述獲暫定配發可認購供股股份之部分權利，或將認購暫時配發予閣下的供股股份的所有權利轉讓予一位以上之人士，須不遲於二零二零年二月二十八日(星期五)下午四時三十分將原有暫定配額通知書交回及呈交過戶登記處以供註銷，地址為香港灣仔皇后大道東183號合和中心17樓1712–1716號舖，以便過戶登記處註銷原有暫定配額通知書，並按所需數額發出新暫定配額通知書。新暫定配額通知書可於閣下交回原有暫定配額通知書後第二個營業日上午九時正後在過戶登記處辦事處(地址為香港灣仔皇后大道東183號合和中心17樓1712–1716號舖)領取。

FRACTIONAL ENTITLEMENTS

碎股配額

The Company will not provisionally allot and will not accept applications for any fractions of Rights Shares. All fractions of Rights Shares will be aggregated (all rounded down to the nearest whole number) and all Nil Paid Rights arising from such aggregation will be sold in the market and the proceeds will be retained by the Company for its own benefit, if a premium (net of expenses and stamp duty) can be obtained. Any such unsold aggregated fractions of Nil Paid Rights will be made available for excess application by the Qualifying Shareholders (other than PRC Southbound Trading Investors). No odd lot matching services will be provided for the Rights Issue.

本公司將不會暫定配發及不會接受申請任何零碎供股股份。所有零碎供股股份將予彙集並下調至最接近整數，且所有因彙集而出現之未繳股款供股權將於市場上出售，所得款項在扣除開支及印花稅後如取得溢價，將撥歸本公司所有。任何尚未售出之零碎未繳股款供股權總數可提呈供合資格股東額外申請。本公司概不就供股提供碎股對盤服務。

APPLICATION FOR EXCESS RIGHTS SHARES

申請額外供股股份

Qualifying Shareholders (other than the PRC Southbound Trading Investors) are entitled to apply for, by way of application for excess Rights Shares, (i) any unsold Rights Shares which would have been allotted to the Non-Qualifying Shareholders (if any) had they been the Qualifying Shareholders; (ii) any Rights Shares provisionally allotted but not validly accepted by the Qualifying Shareholders or otherwise subscribed for by renouncees or transferees of Nil Paid Rights; and (iii) any unsold Rights Shares representing created by aggregating fractions of Nil Paid Rights.

合資格股東(中國港股通投資者除外)可透過額外申請供股股份申請認購：(i)倘不合資格股東(如有)成為合資格股東可獲配之任何未售出供股股份；(ii)已暫定配發但未獲合資格股東有效接納之任何供股股份，或未獲放棄未繳股款供股股份之人士或未繳股款供股股份承讓人另外認購之任何供股股份；及(iii)彙集零碎未繳股款供股股份產生之任何未售出供股股份。

If you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you must complete and sign the accompanying EAF in accordance with the instructions printed thereon and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Monday, 9 March 2020 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather" below). All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to **"Guotai Junan International Holdings Limited – Excess Application Account"** and crossed **"Account Payee Only"**. No receipt will be given for such remittances.

閣下如欲申請認購暫定配發予閣下者以外之任何供股股份，必須按隨附之額外申請表格印列之指示將其填妥及簽署，並連同所申請認購額外供股股份須另行支付之股款，於二零二零年三月九日(星期一)下午四時正(或下文「惡劣天氣之影響」一段所述之有關較後日期及／或時間)前交回過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付，並須以香港持牌銀行賬戶開出之支票或發出之銀行本票支付，並註明抬頭人為「**Guotai Junan International Holdings Limited – Excess Application Account**」，且須以「只准入抬頭人賬戶」劃線方式開出。繳付有關股款將不會獲發收據。

The Directors will allocate the excess Rights Shares (if any) on a fair and equitable basis and as far as practicable, in proportion to the number of excess Rights Shares being applied for under each application, and no preference will be given to applications made for topping up odd lot holdings to whole board lot holdings. 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.

董事將按公平及平等基準及按盡可能實際可行的方式，基於各申請下所申請認購的額外供股股份數量的比例配發額外供股股份(如有)，且不會優先考慮為將碎股補足為完整每手買賣單位而作出的認購申請。應注意，遞交超額申請表格並不保證合資格股東會獲分配任何超出其暫定配額的供股股份。

CHEQUES AND CASHIER'S ORDERS

支票及銀行本票

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

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

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

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

SHARE CERTIFICATES AND REFUND

股票及退款

Subject to the fulfilment (or waiver, where applicable) of the conditions of the Rights Issue, certificates for all fully-paid Rights Shares are expected to be posted to those entitled thereto by ordinary post to their registered addresses at their own risk on or around Tuesday, 17 March 2020. Each successful applicant will receive one share certificate for all the Rights Shares and/or excess Rights Shares (if any) allotted and issued to him/her/it.

待供股之條件達成(或獲豁免，如適用)後，全部繳足股款之供股股份股票預期將於二零二零年三月十七日(星期二)或前後，以平郵方式寄發予相關人士之登記地址，郵誤風險概由彼等自行承擔。各成功申請人將會就其獲配發及發行之所有供股股份及／或額外供股股份(如有)獲發一張股票。

Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be returned to the applicants by ordinary post to their registered addresses at their own risk on or around Tuesday, 17 March 2020.

全部或部份未能成功申請之額外供股股份之退款支票(如有)預期將於二零二零年三月十七日(星期二)或前後以平郵方式退還予申請人之登記地址，郵誤風險概由彼等自行承擔。

If the Underwriters exercise the right to terminate the Underwriting Agreement before 4:00 p.m. on the Latest Time for Termination or if the conditions of the Rights Issue are not fulfilled or waived (as applicable), the monies received in respect of acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in the case of joint acceptances, to the first-named person without interest, by means of cheques posted by ordinary post to their registered addresses at their own risk on or around Tuesday, 17 March 2020.

倘包銷商行使權利於最後終止時限當日下午四時正前終止包銷協議或倘供股條件未獲達成或豁免(倘適用)，則就接納供股股份所收取之款項將於二零二零年三月十七日(星期二)或前後不計利息以支票方式以平郵方式寄送合資格股東或已獲有效轉讓未繳股款供股股份之該等其他人士(倘為聯名接納人，則為名列首位之人士)之登記地址，郵誤風險概由彼等自行承擔。

TERMINATION OF THE UNDERWRITING AGREEMENT

終止包銷協議

Each of the Underwriters shall have the right terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to 4:00 p.m. on the Latest Time for Termination if there occurs:

倘出現下列情況，則各包銷商將有權於最後終止時限當日下午四時正前任何時間向本公司發出書面通知終止包銷協議所載的安排：

- (1) the occurrence of the following events would, in the reasonable opinion of any of the Underwriters, materially and adversely affect the business, financial or trading position or prospects of the Group as a whole or otherwise makes it inexpedient or inadvisable for the Company or the Underwriters to proceed with the Rights Issue:

發生下列事件，而任何包銷商合理認為該等事件將對本集團整體業務、財務或貿易狀況或前景構成重大不利影響，或使本公司或包銷商進行供股變為不當或不智：

- (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever;

頒佈任何新法律或規例或更改現有法律或規例(或其司法詮釋)或發生其他任何性質的事件；

- (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the Underwriting Agreement) of a political, military, financial, economic or other nature (whether or not sui generis with any of the foregoing or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict); or

發生任何政治、軍事、金融、經濟或其他性質(不論是否與上述各項同屬一類，亦不論是否任何本地、國家或國際間爆發敵對或武裝衝突，或此等事件升級)的本地、國家或國際事件或變動(不論是否屬於包銷協議日期前及／或其後發生或持續的一連串事件或變動的一部份)；或

- (c) the occurrence of any change in market conditions or combination of circumstances in Hong Kong (including without limitation, any change in any stock market, any change in fiscal policy or money policy, or foreign exchange or currency markets, suspension or material restrict or trading in securities) which in the reasonable opinion of any of the Underwriters materially prejudicially affects the Rights Issue and make it inadvisable or inexpedient to proceed therein;

香港發生任何市況變動或同時發生任何情況(包括但不限於任何股票市場變動、任何財政或貨幣政策或外匯或貨幣市場變動、證券買賣中止或受嚴重限制)，而任何包銷商合理認為該等事件對供股構成重大損害，並使進行供股變為不當或不智；

- (2) the Company commits any material breach of any of the obligations or undertakings expressed to be assumed by it under the Underwriting Agreement;

本公司嚴重違反包銷協議訂明其應承擔的任何義務或承諾；

- (3) the Underwriters shall receive notification or shall otherwise become aware of, the fact that any of the representations or warranties given by the Company contained in the Underwriting Agreement was, when given, untrue or inaccurate in any material respect or would in any material respect be untrue or inaccurate if repeated as provided in the Underwriting Agreement and each of the Underwriters shall in its reasonable opinion determine that any such untrue representation or warranty represents or is likely to represent a material and adverse change in the business, financial or trading position or prospects of the Group as a whole or is otherwise likely to have a material and adverse effect on the Rights Issue; or

包銷商接獲通知或透過其他途徑獲悉包銷協議所載之本公司作出的任何聲明或保證於作出時在任何重大方面為失實或不準確，或於按照包銷協議規定覆述時將在任何重大方面失實或不準確，而各包銷商合理認為該等失實陳述或保證構成或可能構成本集團整體業務、財務或貿易狀況或前景的重大不利變動，或可能對供股構成重大不利影響；或

- (4) the Company shall, after any matter or event comes to the attention of the Company as a result of which any representation or warranty given by the Company contained in the Underwriting Agreement, if repeated immediately after the occurrence thereof, would be untrue or inaccurate in any respect or which would render untrue inaccurate in any material respect or misleading any statement contained in the Prospectus Documents if the same were issued immediately after such occurrence, fail promptly to send out any announcement or circular (after the despatch of the Prospectus Documents), in such manner (and as appropriate with such contents) as any of the Underwriters may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company.

本公司於得悉任何事項或事件(而其將導致於緊隨該等事項或事件發生後包銷協議所載由本公司作出的任何聲明或保證於覆述時在任何方面為失實或不準確,或導致於緊隨該等事項或事件發生後所刊發章程文件內所載任何陳述在任何重大方面為失實或不準確或當中所載任何聲明產生誤導)後,未能及時按任何包銷商可能合理要求的方式(及適當的內容)刊發任何公告或通函(於寄發章程文件後),以防止本公司證券出現虛假市場。

Upon the giving of notice of termination by the Underwriters pursuant to the terms of the Underwriting Agreement, all obligations of the Underwriters under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) 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. If the Underwriting Agreement is terminated, the Rights Issue will not proceed.

於包銷商根據包銷協議的條款發出終止通知後,包銷商於包銷協議項下的所有責任將告終止及終結(先前違反包銷協議除外),且訂約方概不得就因包銷協議而產生或與包銷協議有關的任何事宜或事件向任何其他訂約方提出任何申索。倘包銷協議被終止,供股將不會進行。

EFFECT OF BAD WEATHER

惡劣天氣之影響

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 there is:

倘出現以下情況,接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限將不會生效:

1. a tropical cyclone warning signal number 8 or above, or
8號或以上熱帶氣旋警告信號,或
2. a “black” rainstorm warning
「黑色」暴雨警告
 - (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 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
於最後接納時限香港當地時間中午十二正時前生效而於中午十二時正後除下,屆時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) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on 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.
於最後接納時限香港當地時間中午十二時正至下午四時正期間生效,屆時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重訂為於香港時間上午九時正至下午四時正期間上述警告並無生效之下一個營業日下午四時正。

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 Latest Time for Acceptance, the dates mentioned in this section may be affected. Any changes to the anticipated timetable will be announced as and when appropriate, in accordance with the Listing Rules.

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未有於最後接納時限生效,本節所提及之日期可能會受到影響。預期時間表如有任何變動,本公司將根據上市規則於適當時候予以公佈。

DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS

派發本暫定配額通知書及其他章程文件

This PAL shall only be sent to the Qualifying Shareholders.

本暫定配額通知書僅向合資格股東寄發。

The Prospectus Documents have not been and will not be registered and/or filed under any applicable securities or equivalent legislation of any jurisdictions other than (a) Hong Kong and (b) the PRC in accordance with the notice issued by the China Securities Regulatory Commission of *Filing Requirements for Hong Kong Listed Issuers Making Rights Issue to Mainland Shareholders through Mainland-Hong Kong Stock Connect (Announcement [2016] No. 21)*.

除(a)香港；及(b)中國(根據中國證監會發出的《關於港股通下香港上市公司向境內原股東配售股份的備案規定》(公告[2016]21號)通知)以外，章程文件並無亦將不會根據任何司法權區之任何適用證券法或等同法例登記及／或備案。

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.

本公司並無採取任何行動，以批准在香港及中國以外任何地區提呈發售供股股份或派發章程文件或任何與供股有關而發行的其他文件。任何人士如在香港以外任何地區接獲供股章程、暫定配額通知書或額外申請表格，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監管規定，否則不可視作提呈申請額外供股股份之要約或邀請。任何身處香港以外地區之人士如有意承購或申請供股股份，於接受任何暫定配額供股股份或申請額外供股股份前，必須確保遵守有關地區之法律及規例，包括(在不影響前述者下)獲得任何政府或其他許可，及就此繳付該地區規定須繳付之任何稅項及徵費。

The PRC Southbound Trading Investors may participate in the Rights Issue through China Clear. China Clear will provide nominee services for the PRC Southbound Trading Investors to (a) sell their nil-paid Rights Shares on the Stock Exchange; and/or (b) subscribe 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 Shanghai/Shenzhen-Hong Kong Stock Connect.

中國港股通投資者可透過中國結算參與供股。中國結算將為中國港股通投資者提供代名人服務，以(a)於聯交所出售彼等之未繳股款供股股份；及／或(b)根據相關法律及法規按認購價認購彼等於記錄日期所持股份之比例之供股配額。然而，中國結算將不會支持有關中國港股通投資者透過滬／深港通申請認購供股之額外供股股份。

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.

為免生疑，代表中央結算系統參與者認購供股股份的香港結算及香港中央結算(代理人)有限公司或代表中國港股通投資者認購供股股份的中國結算概毋須遵守任何該等聲明及保證。倘閣下對本身的情況有疑問，應諮詢閣下本身的專業顧問。

The Company reserves the right to refuse to act on any acceptance of provisional allotment of the Rights Shares and to refuse to accept any application for excess Rights Shares where it believes that doing so would or may violate the applicable securities legislations or other laws or regulations of any jurisdiction. No application for the Rights Shares will be accepted from any person who is a Non-Qualifying Shareholder (if any).

倘本公司認為接納任何暫定配發供股股份及接納任何額外供股股份之申請會或可能會違反任何司法權區之適用證券法或其他法例或法規，則保留拒絕作出行動或拒絕接納有關申請之權利。不合資格股東的供股股份申請(如有)將不被接納。

GENERAL

一般事項

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

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

Copies of the Prospectus giving details of the Rights Issue are available from the Registrar at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

載有供股詳情的供股章程可於過戶登記處(地址為香港灣仔皇后大道東183號合和中心17樓1712–1716號舖)查閱。

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

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

PERSONAL DATA COLLECTION — PAL

收集個人資料—暫定配額通知書

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the 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 acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides you with rights to ascertain whether the Company or the Registrar hold your personal data, to obtain a copy of that data and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its registered office at 27/F, Low Block Grand Millennium Plaza, No.181 Queen's Road Central, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company, or (as the case may be) to the Registrar at Shops 1712–1716, 17th Floor Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for the attention of Privacy Compliance Officer.

填妥、簽署及交回本暫定配額通知書隨附之表格, 即表示閣下同意向本公司、過戶登記處、香港中央證券登記有限公司及/或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而接納暫定配發之供股股份之人士之任何資料。《個人資料(私隱)條例》(香港法例第486章)賦予閣下權利, 可確定本公司過戶登記處是否持有閣下個人資料、索取有關資料之副本及更正任何不準確之資料。根據《個人資料(私隱)條例》, 本公司及過戶登記處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求, 應寄往本公司之註冊辦事處(地址為香港皇后大道中181號新紀元廣場低座27樓)或根據適用法律不時通知之地點並以本公司之公司秘書或(視情況而定)過戶登記處(地址為香港灣仔皇后大道東183號合和中心17樓1712–1716號舖)的私隱合規主任為收件人。

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

每份申請須附一張獨立支票或銀行本票
繳付股款將不會獲發收據