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Excess Application  
Form No.

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



Registered office of  
Cathay Pacific:  
33/F, One Pacific Place  
88 Queensway  
Hong Kong

**RIGHTS ISSUE OF RIGHTS SHARES  
AT THE SUBSCRIPTION PRICE OF HK\$4.68 EACH ON THE BASIS  
OF SEVEN RIGHTS SHARES FOR EVERY ELEVEN EXISTING SHARES  
HELD ON THE RIGHTS ISSUE RECORD DATE**

**FORM OF APPLICATION FOR EXCESS RIGHTS SHARES**

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

Application can only be made by the Qualifying  
Shareholder(s) named here.

Total number of excess Rights Shares

Box A

Total subscription monies paid for the excess Rights  
Shares

Box B  
HK\$

To: The Directors

**Cathay Pacific Airways Limited**

I/We, being the registered holder(s) named above, hereby irrevocably apply for excess Rights Share(s) (write the number of shares in Box A) at the Rights Subscription Price of HK\$4.68 per Rights Share under the Rights Issue. I/We enclose a separate remittance by cheque or cashier's order in favour of **"Cathay Pacific Airways Limited – Excess Application Account"** and crossed **"Account Payee Only"** for HK\$ (write the full amount 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 Cathay Pacific 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 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 lots to whole board lots. 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 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 Cathay Pacific. 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 Cathay Pacific 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/cashier's order is drawn: \_\_\_\_\_

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

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

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





除若干例外情況外，本額外申請表格不會於或向任何特定地區派發。本額外申請表格、未繳股款供股權及供股股份並無亦不會根據美國證券法或美國任何州之適用證券法或任何其他特定地區的證券法登記。除若干少數例外情況外，本額外申請表格、未繳股款供股權及供股股份均不得在可能違反任何特定地區或任何其他國家、地區或領地的證券法律或法規的情況下，於上述地點直接或間接提呈發售、出售、抵押、接納、行使、轉售、交付、派發或以其他方式轉讓。持有本額外申請表格及／或其他供股文件的人士應知悉並遵守有關限制。

額外申請表格編號

過戶登記處：  
香港中央證券登記有限公司  
香港灣仔  
皇后大道東183號  
合和中心  
17樓1712-1716號舖



國泰航空公司  
**CATHAY PACIFIC AIRWAYS LIMITED**  
**國泰航空有限公司**  
(於香港註冊成立的有限公司)  
(股份代號：293)

國泰註冊辦事處：  
香港  
金鐘道88號  
太古廣場一期  
33樓

按於供股記錄日期每持有十一股現有股份  
可獲發七股供股股份的基準  
以認購價每股供股股份**4.68**港元進行供股

額外供股股份申請表格

合資格股東姓名及地址

只有本欄所指定之合資格股東有權申請。

額外供股股份總數目

甲欄

額外供股股份的應繳認購股款總額

乙欄  
港元

致：國泰航空有限公司  
列位董事 台照

本人／吾等為上文列名的登記持有人，現不可撤回地根據供股以每股供股股份4.68港元的供股認購價申請認購(填寫於甲欄的股份數目)額外供股股份。本人／吾等隨附另行繳付款項為(填寫於乙欄之總金額)港元的支票或銀行本票，註明抬頭人為「**Cathay Pacific Airways Limited — Excess Application Account**」及以「**只准入抬頭人賬戶**」劃線方式開出，作為申請認購上述數目額外供股股份須全數支付的股款。本人／吾等謹要求閣下配發予本人／吾等所申請的額外供股股份(或董事所釐定的任何較少數目)，並按國泰股東名冊所載之本人／吾等之地址將本人／吾等就本認購申請所獲配發的額外供股股份數目的股票及／或任何有關應退還予本人／吾等的申請款項的退款支票以平郵投遞方式寄予本人／吾等，郵誤風險概由本人／吾等自行承擔。本人／吾等明白有關本申請的配發應由董事酌情以公平及平等基準作出，並在切實可行情況下，按每份申請下所申請的額外供股股份數目比例作出，及不會特別處理將不足一手之零碎股權湊足為一手完整買賣單位之股份。本人／吾等確認本人／吾等並不保證將獲配發所有或任何所申請的額外供股股份。

本人／吾等承諾接納按供股章程及暫定配額通知書所載條款及在國泰的組織章程細則規限下可能配發予本人／吾等的上述額外供股股份的數目。就配發予本人／吾等的任何額外供股股份而言，本人／吾等授權閣下將本人／吾等的姓名列入國泰股東名冊作為該等供股股份的持有人。

1.  2.  3.  4.

申請人簽署(所有聯名申請人均須簽署)

支票／銀行本票的付款銀行名稱：\_\_\_\_\_

支票／銀行本票號碼：\_\_\_\_\_

聯絡電話號碼：\_\_\_\_\_

日期：\_\_\_\_\_



EAF - 2

CCS7624

CXAH



## IMPORTANT

Reference is made to the prospectus (the “**Prospectus**”) dated 22 July 2020 issued by Cathay Pacific Airways Limited (“**Cathay Pacific**”). 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 CATHAY PACIFIC, YOU SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE.**

**THIS EAF IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE QUALIFYING SHAREHOLDER(S) (OTHER THAN PRC SOUTHBOUND TRADING INVESTORS) NAMED OVERLEAF 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, 5 AUGUST 2020 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” OVERLEAF).**

A copy of each of the Rights Issue Documents, having attached thereto the written consents referred to under the section headed “Documents Delivered to the Registrar of Companies” in Appendix IV 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 these documents.

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.

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.

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.

**This EAF should be completed and lodged, together with payment of HK\$4.68 per Rights Share for the number of 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 Wednesday, 5 August 2020 (or such later**

## 重要提示

茲提述國泰航空有限公司(「國泰」)所刊發日期為二零二零年七月二十二日的供股章程(「供股章程」)。除文義另有所指外，本文件所用詞彙與供股章程所界定者具有相同涵義。

閣下如對本額外申請表格(「額外申請表格」)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國泰的股份，應尋求獨立專業意見。

本額外申請表格具有價值但不可轉讓，並僅供背頁列明有意申請其所獲暫定配發供股股份以外的額外供股股份之合資格股東(中國港股通投資者除外)使用。本額外申請表格應即時處理。申請必須不遲於二零二零年八月五日(星期三)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)前交回。

各供股文件(連同供股章程附錄四「送呈公司註冊處處長的文件」一節所述同意書)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該等文件之內容概不負責。

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

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。

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決定之其他日期起，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。

本額外申請表格填妥後，連同按每股供股股份**4.68**港元申請額外供股股份數目的付款，須不遲於二零二零年八月五日(星期三)下午四時正前(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**

**date and/or time as mentioned under the paragraph headed “Effect of Bad Weather” below). All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or cashier’s orders must be issued by, a licensed bank in Hong Kong and made payable to “Cathay Pacific Airways Limited – Excess Application Account” and crossed “Account Payee Only”. All enquiries in connection with this EAF should be addressed to the Registrar at 17M 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 Underwriting Agreement contains provisions granting the Underwriters, acting jointly, by notice to Cathay Pacific at any time before the Latest Termination Time, the right to rescind or terminate the Rights Issue Underwriting Agreement on the occurrence of certain events. Please refer to the paragraph headed “Underwriters’ Right to Terminate the Rights Issue Underwriting Agreement” below for further details. The Rights Issue is conditional upon the Rights Issue 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.

Shares have been dealt in on an ex-rights basis from Wednesday, 15 July 2020. Dealings in the Nil Paid Rights will take place from Friday, 24 July 2020 to Friday, 31 July 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 are fulfilled will bear the risk that the Rights Issue may not become unconditional and may not proceed.

Cathay Pacific will publish the allocation result of the excess application for Rights Shares on Friday, 7 August 2020 by way of announcement. You will be notified of any allotment of Rights Shares made to you. 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 at your own risk on or before Monday, 10 August 2020. 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 at your own risk on or before Monday, 10 August 2020. 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 Monday, 10 August 2020 to those entitled thereto at their own risk. You, except HKSCC Nominees, will receive one share certificate for the entitlement to the Rights Shares in fully-paid form.

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

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

## **UNDERWRITERS’ RIGHT TO TERMINATE THE RIGHTS ISSUE UNDERWRITING AGREEMENT**

The Underwriters, acting jointly, by notice to Cathay Pacific at any time before the Latest Termination Time, have the right to rescind or terminate the Rights Issue Underwriting Agreement on the occurrence of any of the following events:

- (1) any matter or circumstance arises as a result of which any of the conditions of the Rights Issue Underwriting Agreement has become incapable of satisfaction (or, as applicable, waiver) as at the required time; or



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「**Cathay Pacific Airways Limited — Excess Application Account**」，且須以「只准入抬頭人賬戶」劃線方式開出。所有有關本額外申請表格的查詢均須寄交過戶登記處(地址為香港灣仔皇后大道東183號合和中心17M樓)。應注意，交回本額外申請表格並不保證閣下將獲配發超出閣下暫定配額供股股份之任何份額。

供股包銷協議載有授予包銷商共同行動權利的條文，有權在發生若干事件的情形下於最後終止時限前任何時刻以通知國泰的方式撤銷或終止供股包銷協議。進一步詳情請參閱下文「包銷商終止供股包銷協議的權利」一段。供股須待供股包銷協議成為無條件且並無根據其條款終止方可作實。倘此條件並無獲達成，供股將不會進行。更多詳情請參閱供股章程「供股之條件」一節。

股份已自二零二零年七月十五日(星期三)起按除權基準買賣。未繳股款供股權預期於二零二零年七月二十四日(星期五)至二零二零年七月三十一日(星期五)(包括首尾兩日)期間進行買賣。任何擬轉讓、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其各自的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獲達成之日前擬轉讓、出售或購買股份及／或未繳股款供股權，將承擔供股可能無法成為無條件及可能不會進行之風險。

國泰將於二零二零年八月七日(星期五)刊發公告以發佈供股股份額外申請的分配結果。閣下將接獲通知有關閣下獲配發之任何額外供股股份。倘閣下未獲配發任何額外供股股份，預期認購股款之全額將於二零二零年八月十日(星期一)或之前以平郵方式全數(不計利息)退還予閣下，郵誤風險概由閣下承擔。倘閣下獲配發之額外供股股份數目少於所申請者，預期認購股款之餘款將於二零二零年八月十日(星期一)或之前以平郵方式全數(不計利息)退還予閣下，郵誤風險概由閣下承擔。國泰將向本表格所列人士(或如為聯名申請，則本表格名列首位之人士)發出有關支票。預期繳足股款供股股份之股票將於二零二零年八月十日(星期一)或之前以平郵方式寄予有權收取股票之人士，郵誤風險概由彼等自行承擔。閣下將會就獲分配之繳足股款供股股份獲發一張股票(香港結算代理人除外)。

閣下須自行尋求建議且必須依賴自身有關國泰及供股條款(包括所涉及風險)的調查、分析及查詢。閣下承認，調查供股章程所載資料是否準確及作出投資決定時並無依賴任何包銷商。

本額外申請表格及據此提出的所有申請應根據香港法律監管及詮釋。

### **包銷商終止供股包銷協議的權利**

包銷商(共同行動)有權在發生下列任一事件的情形下於最後終止時限前任何時刻以通知國泰的方式撤銷或終止供股包銷協議：

- (1) 出現任何事項或情況致使供股包銷協議之任何條件已變成於規定時間無法得到滿足(或若適用，得到豁免)；或

- (2) there has been any breach by Cathay Pacific of any of the representations, warranties, or any material breach by Cathay Pacific of any of the undertakings and other provisions contained in the Rights Issue Underwriting Agreement, or any matter has arisen which would reasonably be expected to give rise to such a breach by Cathay Pacific or a claim in respect of any of the representations and warranties by Cathay Pacific, or a material breach by Cathay Pacific of any of the undertakings and other provisions contained in the Rights Issue Underwriting Agreement; or
- (3) there has been any breach by any of Swire Pacific, Air China and Qatar Airways of its undertakings contained in the Irrevocable Undertakings or any matter has arisen which would reasonably be expected to give rise to such a breach by any of Swire Pacific, Air China and Qatar Airways or a claim in respect of a breach by any of Swire Pacific, Air China and Qatar Airways of any of the undertakings contained in the Irrevocable Undertakings; or
- (4) any event occurs or matter arises, which, if it had occurred before the date of the Rights Issue Underwriting Agreement or before any of the times on which the warranties given by Cathay Pacific under the Rights Issue Underwriting Agreement are deemed to be given, would have rendered any of such warranties untrue, incorrect or misleading; or
- (5) any statement contained in any of the Rights Issue Documents or other announcement, circular or public documents issued or authorised by Cathay Pacific relating to the Rights Issue has become or been discovered to be untrue, incorrect, incomplete 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
- (6) 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 any member of the Cathay Pacific Group which, in the sole opinion of the Underwriters, 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
- (7) a petition is presented for the winding-up or liquidation of any member of the Cathay Pacific Group or any member of the Cathay Pacific 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 Cathay Pacific Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Cathay Pacific Group or anything analogous thereto occurs in respect of any member of the Cathay Pacific Group; or
- (8) permission to deal in and listing of all the Rights Shares (in their nil-paid and fully-paid forms) has been withdrawn by the Stock Exchange; or
- (9) there has occurred, happened, come into effect or become public knowledge any event, series of events or circumstances concerning or relating to (whether or not foreseeable):
  - a. any change in, or any event or series of events likely to 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, the PRC,

- (2) 國泰已違反供股包銷協議所載任何陳述、保證，或國泰已嚴重違反供股包銷協議所載的任何承諾及其他規定，或出現任何事項致使按合理預期會導致國泰發生前述違反或與國泰任何的前述陳述或保證有關的索償或導致國泰嚴重違反供股包銷協議所載任何承諾或其他規定；或
- (3) 太古、中國國航和卡塔爾航空其中任何一方已違反其於不可撤銷承諾中所載的承諾，或出現任何事項致使按合理預期會導致太古、中國國航和卡塔爾航空之中任何一方發生前述違反或發生與太古、中國國航和卡塔爾航空違反於不可撤銷承諾中的任何承諾有關的索償；或
- (4) 發生任何事件或事項(倘若該事件或事項於供股包銷協議日期之前已發生或於供股包銷協議項下國泰所作保證被視為已作出時之前已發生則會)致使該等保證失實、不正確或具有誤導性；或
- (5) 供股文件或其他由國泰發佈或授權發佈的有關供股的公告、通函或其他公開文件中所載任何陳述成為或被發現失實、不正確、不完整或具有誤導性，或發生或被發現會使得前述任何文件若在當時發佈則會有重大遺漏之事項；或
- (6) 國泰集團任何成員公司的資產、負債、業務、狀況、經營業績、前景、管理、股東權益、財務狀況或交易地位的任何變化或涉及到潛在變動的發展，或會導致該等變化或該等潛在變動的發展，或對之有影響的該等變化或該等潛在變動的發展的任何事件或情況應已發生、出現或生效，而且包銷商自行認為其對或可能對供股嚴重不利，或使得或可能使得進行供股不可行、不可取或不宜進行；或
- (7) 關於國泰集團任何成員公司清盤或清算的呈請書已經提交，或國泰集團任何成員公司與其債權人達成了任何債務重整協議或安排或訂立了協議安排或通過了國泰集團任何成員公司的任何清盤決議，或為國泰集團任何成員公司全部或部分資產或業務委任了臨時清盤人、財產接收人或財產接收管理人，或與國泰集團任何成員公司有關的任何類似事情已經發生；或
- (8) 聯交所撤回批准所有未繳股款及繳足股款之供股股份買賣及上市；或
- (9) 關於或有關下列任一方面之任何事件、連串事件或情況(不論可否預見)的出現、發生、生效或為公眾所知：
  - a. 於香港、中國、美國、歐盟(或其任何成員國)、英國、新加坡、日本或與國泰集團任何成員公司或供股有關的任何其他司法管轄區(「**相關司法管轄區**」)境內發生的或發生會影響到該等相關司法管轄區的地方、國家或國際金融、政治、軍事、



the United States, the European Union (or any member thereof), the United Kingdom, Singapore, Japan or any other jurisdictions relevant to any member of the Cathay Pacific 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 or lock-out (whether or not covered by insurance), 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, 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 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, the Singapore Stock Exchange or the Tokyo Stock Exchange, or any major disruption of any securities settlement or clearing services in or affecting any of the Relevant Jurisdictions; or
- e. any trading halt or suspension of dealings in the Shares (other than pending publication of the Announcement or where such trading halt or suspension does not last for more than two trading days); or
- f. any government authority commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of the Cathay Pacific Group or any Director; or
- g. any new law or regulation or any change, or any development involving a prospective change, whether or not permanent, in or affecting any taxation, exchange controls, currency exchange rates, laws or regulations (or judicial interpretation thereof) in or affecting any of the Relevant Jurisdictions,

the effect of which events or circumstances referred to in (9) above individually or in the aggregate (in the sole opinion of the Underwriters) (1) is or would be materially adverse to, or materially prejudicially affects or would materially prejudicially affect, the Cathay Pacific Group as a whole or its prospects or the Rights Issue or (2) makes or may make it impracticable, inadvisable or inexpedient to proceed with the Rights Issue.

## **EFFECT OF BAD WEATHER**

The Latest Time for Acceptance will not take place if there is a tropical cyclone warning signal no. 8 or above, “extreme conditions” caused by super typhoons, or a “black” rainstorm warning, in force in Hong Kong at any local time:

- (i) before 12:00 noon and no longer in force after 12:00 noon on the Final Acceptance Date. Instead the Latest Time for Acceptance will be extended to 5:00 p.m. on the same Business Day; or
- (ii) between 12:00 noon and 4:00 p.m. on the Final Acceptance Date. Instead the Latest Time for Acceptance 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.

工業、經濟、法律、財政、監管或證券市場方面事項或情況或貨幣匯率或外匯管制之任何變動，或可能導致該等變動之任何事件或連串事件(不論是否屬永久性的)；或

- b. 於任何相關司法管轄區境內發生的或發生會影響到該等相關司法管轄區的具有不可抗力性質的任何事件或事項，包括但不限於任何政府舉措、經濟制裁、罷工或停工(不論是否有保險承保)、暴亂、社會騷亂、火災、爆炸、水災、地震、內亂、戰亂或宣戰、爆發敵對狀態或敵對狀態升級(不論是否已經宣戰)、恐怖活動(不論是否已有一方承認責任)、天災、宣佈緊急狀態或災難或危機；或
- c. 由於異常金融情況或其他情況而導致任何相關司法管轄區有關當局宣佈銀行業全面停業；或
- d. 聯交所、上海證券交易所、深圳證券交易所、紐約證券交易所、納斯達克證券交易所、倫敦證券交易所、新加坡證券交易所或東京證券交易所全面停止、中止或限制股份或證券的交易，或設定價格下限，或任何相關司法管轄區境內發生的或發生會影響到該等相關司法管轄區的對任何證券交收或結算服務的任何重大中斷；或
- e. 相關股份之任何暫停或中止買賣(待刊發本公告或有關暫停或中止買賣不多於兩個交易日者除外)；或
- f. 任何政府機構就國泰集團任何成員公司或董事啟動任何調查或其他行動，或宣佈其擬進行該等調查或採取該等行動；或
- g. 於或影響任何相關司法管轄區，於或影響稅務、外匯管制、貨幣匯率、法律或法例(或法律或法例的司法解釋)方面的新的法律或法例或任何變動，或涉及潛在變動的發展(不論是否屬永久性的)，

倘若(包銷商自行認為)上文第(9)段所述事件或情況個別或共同構成下述影響：(1)對或將可能對國泰集團整體或其前景或供股嚴重不利，或為國泰集團整體或其前景或供股帶來或將會帶來重大不利影響；或(2)使得或可能使得進行供股不可行、不可取或不宜進行。

## 惡劣天氣之影響

倘香港於下列本地時間懸掛八號或以上熱帶氣旋警告信號、超強颱風引致「極端情況」或「黑色」暴雨警告，則最後接納時限將不會落實：

- (i) 於最後接納日期中午十二時正前生效並於中午十二時正後不再生效。取而代之，最後接納時限將延至同一營業日下午五時正；或
- (ii) 於最後接納日期中午十二時正至下午四時正生效。取而代之，最後接納時限將重訂為於上午九時正至下午四時正任何時間並無該等警告生效之下一個營業日下午四時正。

If the Latest Time for Acceptance does not take place on the currently scheduled date for the Final Acceptance Date, the dates mentioned in this EAF may be affected. Cathay Pacific will notify the Shareholders by way of an announcement of any change to the expected timetable as soon as practicable.

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

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

The Rights Issue 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)*.

No action has been taken to permit a public offering of the Nil Paid Rights or the Rights Shares, other than in Hong Kong, or the distribution of the Rights Issue Documents in any jurisdiction other than Hong Kong, except for the distribution to the PRC Southbound Trading Investors. Accordingly, the Rights Issue Documents may not be used for the purpose of, and do not constitute, an offer or invitation in any jurisdiction or in any circumstances in which such an offer or invitation is not authorised or to any person to whom it is unlawful to make such an offer or invitation. It is the responsibility of the Shareholders (including the Overseas Shareholders) to observe the local legal and regulatory requirements applicable to them for taking up and onward sale (if applicable) of the Rights Shares.

The PRC Southbound Trading Investors can participate in the Rights Issue through ChinaClear. ChinaClear will provide nominee services for the PRC Southbound Trading Investors to (a) sell (in full or in part) their Nil Paid Rights on the Stock Exchange; and/or (b) subscribe (in full or in part) for their pro-rata entitlement in respect of Shares held on the Rights Issue Record Date at the Rights Subscription Price under the Rights Issue in accordance with the relevant laws and regulations. However, ChinaClear will not support applications by such PRC Southbound Trading Investors for excess Rights Shares under the Rights Issue through China Connect. In addition, according to the PRC legal adviser of Cathay Pacific, PRC Southbound Trading Investors (or the relevant ChinaClear participants as the case may be) whose stock accounts in the ChinaClear are credited with Nil Paid Rights may only sell those Nil Paid Rights on the Stock Exchange under China Connect but may not purchase any Nil Paid Rights or transfer such Nil Paid Rights to other PRC Southbound Trading Investors.

For avoidance of doubt, neither HKSCC nor HKSCC Nominees, who subscribe the Rights Shares on behalf of CCASS participants, or ChinaClear, 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.

Cathay Pacific 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.

倘最後接納時限並無於目前所訂之最後接納日期落實，則本額外申請表格所提及之日期可能會受到影響。國泰將於切實可行情況下盡快刊發公告知會股東預期時間表之任何變動。

## 派發本額外申請表格及其他章程文件

本額外申請表格僅向合資格股東(中國港股通投資者除外)寄發。

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，供股文件並無亦將不會根據任何司法管轄區之任何適用證券法或等同法例登記及／或備案。

國泰並無採取任何行動，以批准在香港以外任何地區公開提呈發售未繳股款供股權或供股股份或在香港以外任何司法管轄區派發供股文件(中國港股通投資者除外)。因此，在未受批准，或向任何人士提呈發售或提出認購邀請即屬違法的任何司法管轄區或任何情況下，本供股文件不得用作亦不構成提呈發售或提出認購邀請。股東(包括海外股東)在認購及後續出售(如適用)供股股份時須遵守其適用的地方法律及監管規定。

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(全部或部分)彼等之未繳股款供股權；及／或(b)根據相關法律及法規按供股認購價認購(全部或部分)彼等於供股記錄日期所持股份的比例配額。然而，中國結算將不會支持有關中國港股通投資者透過中華通申請認購供股之額外供股股份。此外，根據國泰中國法律顧問的意見，倘中國港股通投資者(或相關中國結算參與者，視情況而定)於中國結算的股份戶口獲存入未繳股款供股權，彼等僅可在聯交所根據中華通出售該等未繳股款供股權，而不可購買任何未繳股款供股權，亦不得向其他中國港股通投資者轉讓該等未繳股款供股權。

為免生疑，代表中央結算系統參與者認購供股股份之香港結算及香港結算代理人或代表中國港股通投資者認購供股股份之中國結算概毋須遵守任何該等聲明及保證。閣下如對本身之情況有任何疑問，應諮詢閣下本身的專業顧問。

倘國泰相信接納任何暫定配發供股股份或接納任何額外供股股份之申請會或可能會觸犯任何司法管轄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。

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

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 Cathay Pacific. Completion and return of this EAF together with a cheque or cashier's order in payment for the Rights Shares will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Without prejudice to the other rights of Cathay Pacific, any EAF in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected.

## **PERSONAL DATA COLLECTION – EAF**

By completing, signing and submitting this EAF, you agree to disclose to Cathay Pacific and the Registrar 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 Cathay Pacific 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, Cathay Pacific 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 Cathay Pacific, at its registered office at 33/F, One Pacific Place, 88 Queensway, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of Cathay Pacific, or (as the case may be) to the Registrar at 17M Floor Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for the attention of Privacy Compliance Officer.

## **A SEPARATE CHEQUE OR CASHIER'S 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\$



## 支票及銀行本票

所有支票及銀行本票將於收訖後隨即過戶，而有關款項之所有利息(如有)將撥歸國泰所有。填妥及交回本額外申請表格連同供股股份之付款支票或銀行本票，將表示申請人保證該支票或銀行本票將於首次過戶時兌現。在不影響國泰其他權利之情況下，隨附支票或銀行本票在首次過戶時如未能兌現，則有關額外申請表格將拒絕受理。

## 收集個人資料 — 額外申請表格

填妥、簽署及交回額外申請表格，即表示閣下同意向國泰及過戶登記處及／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申請額外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，可向國泰或過戶登記處確定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》，國泰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，應寄往國泰之註冊辦事處(地址為香港金鐘道88號太古廣場一期33樓)或根據適用法律不時通知之地點並以國泰之公司秘書或(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17M樓)的私隱合規主任為收件人。

**每份申請必須隨附一張獨立開出之支票或銀行本票  
繳付股款將不會獲發收據**

## 公司專用欄

申請編號	申請之額外 供股股份數目	申請時繳交之股款	退還餘額
		港元	港元