#### 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 Purapharm Corporation Limited (the "**Company**") dated 7 February 2020 in relation to the Rights Issue (the "**Prospectus**"). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

THIS PROVISIONAL ALLOTMENT LETTER ("PAL") IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM ("EAF") EXPIRES AT 4:00 P.M. ON FRIDAY, 21 FEBRUARY 2020 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" IN THE ENCLOSED SHEET).

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

A copy of the Prospectus, together with copies of this PAL, the EAF and other documents specified in the section headed "General Information — 14. Documents delivered to the Registrar of Companies in Hong Kong" in Appendix III to the Prospectus, have been registered by the Registrar of Companies pursuant to section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, the Stock Exchange and the SFC take no responsibility as to the contents of any of the documents referred to above.

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

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

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 in the enclosed sheet under the heading "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 — Terms of the 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.

Shareholders should note that the Shares have been dealt in on an ex-rights basis on the Stock Exchange from Wednesday, 29 January 2020. The nil-paid Rights Shares will be dealt in from Tuesday, 11 February 2020 to Tuesday, 18 February 2020 (both dates inclusive).

Any dealings in the Shares up to the date on which the conditions to which the Rights Issue is subject are fulfilled (which is currently expected to be 4:00 p.m. on Monday, 24 February 2020), or in the nil-paid Rights Shares on the Stock Exchange during the period in which they may be traded in their nil-paid form, will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

Investors who have any doubt about their position are recommended to obtain professional advice from their advisers regarding dealings in the Shares or nilpaid Rights Shares during these periods.

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

Dealings in the Shares may be settled through CCASS and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional advisers for details of those settlement arrangements and how such arrangements may affect your rights and interests.

茲提述培力控股有限公司(「本公司」)於二零二零年二月七日就供股刊發的供股章程(「供股章程」)。除非文義另有所指,否則供股 章程所界定的詞彙與本通知書所採用者具有相同涵義。

本暫定配額通知書(「暫定配額通知書」)具有價值及可轉讓,並應即時處理,本暫定配額通知書及隨附的額外申請表格(「額外申請表格」)所載的供股要約將於二零二零年二月二十一日(星期五)(或於惡劣天氣情況下,附頁「惡劣天氣之影響」一段所述之有關較後日期)下午四時正截止。

#### 閣下如對本暫定配額通知書或應採取的行動有任何疑問,應諮詢 閣下的持牌證券交易商、銀行經理、律師、專業會計師或其他 專業顧問。

供股章程連同本暫定配額通知書、額外申請表格及供股章程附錄三「一般資料—14.送呈香港公司註冊處處長文件」一節內所指明的其他文件,已遵照香港法例第32章《公司(清盤及雜項條文)條例》第342C條的規定送呈公司註冊處處長登記。香港公司註冊處處長、聯交所及證監會對上文所述任何文件的內容概不負責。

香港交易及結算所有限公司、聯交所及香港結算對本暫定配額通知書的內容概不負責,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的任何損失承擔任何責任。

本暫定配額通知書及據此提出之所有申請均須受香港法例監管並按其詮釋。

根據包銷協議,包銷商有權在包銷協議內所載的若干情況下,於最後終止時限前,隨時向本公司發出通知終止包銷協議。包銷商 有權終止包銷協議之情況詳情,載於附頁「終止包銷協議」一節內。

供股須待供股章程所載「董事會函件 — 供股條款 — 供股條件」一節所載條件達成後,方告作實。倘條件未獲達成或包銷協議按其條款被予以終止,則供股將不會進行。

股東務須注意,股份已由二零二零年一月二十九日(星期三)起於聯交所按除權基準買賣。未繳股款供股股份將於二零二零年二月 十一日(星期二)至二零二零年二月十八日(星期二)(包括首尾兩日)止期間內買賣。

截至供股的條件達成當日(目前預期為二零二零年二月二十四日(星期一)下午四時正)止的任何股份買賣,或於未繳股款供股股份 方式進行買賣的期間在聯交所買賣未繳股款供股股份將須承受供股未必成為無條件或未必會進行的風險。

投資者如對彼等的狀況有任何疑問,應諮詢彼等顧問有關於該等期間買賣股份或未繳股款供股股份的專業意見。

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,並符合香港結算的股份收納規定後,未繳股款及繳足股款供股股份將 獲香港結算接納為合資格證券,可自未繳股款及繳足股款供股股份各自開始於聯交所買賣當日或香港結算決定的其他日期起,在 中央結算系統記存、結算及交收。聯交所參與者間於任何交易日進行的交易須於其後第二個交易日在中央結算系統進行交收。中 央結算系統的一切活動均須依照不時有效的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。

股份的買賣可通過中央結算系統結算。 閣下應諮詢 閣下的持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問,以 瞭解結算安排詳情以及有關安排可能如何影響 閣下的權利及權益。 Form A 表格甲

Hong Kong Share Registrar Computershare Hong Kong Investor Services Limited Shops 1712–1716, 17th Floor Hopewell Centre 183 Queen's Road East Wan Chai, Hong Kong

香港股份過戶登記處 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至1716號舖



## Pura**Pharm** PURAPHARM CORPORATION LIMITED 培力控股有限公司

(incorporated in the Cayman Islands with limited liability) (於開曼群島註冊成立的有限公司)

> (Stock code: 1498) (股份代號: 1498)

#### PROPOSED RIGHTS ISSUE ON THE BASIS OF ONE (1) RIGHTS SHARE FOR EVERY TWO (2) EXISTING SHARES HELD ON THE RECORD DATE 建議按於記錄日期每持有兩(2)股現有股份 獲發一(1)股供股股份之基準進行供股

#### PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

Registered office: 註冊辦事處: Offshore Incorporations (Cayman) Limited P. O. Box 31119 Grand Pavilion Hibiscus Way 802 West Bay Road Grand Cayman KY1-1205 Cayman Islands

Principal Place of Business in Hong Kong: Suite 4002, Jardine House 1 Connaught Place, Central Hong Kong

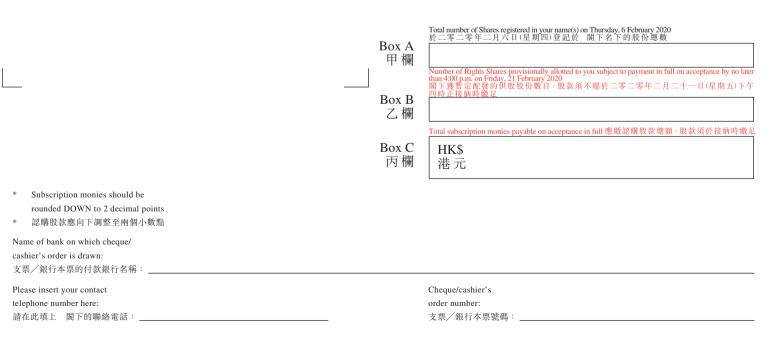
香港主要營業地點: 香港 中環康樂廣場1號 怡和大廈4002室

7 February 2020 二零二零年二月七日

Name(s) and address of Qualifying Shareholder(s) 合資格股東姓名/名稱及地址

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



PAL-2

PURCHASE. A GIFT OR TRANSF EVIDENCE OF PAYMENT OF AD SUBSCRIBE FOR THE RIGHTS SHA 如轉讓可認購供股股份的權利,每	RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), ER OF BENEFICIAL INTEREST OTHER THAN BY VALOREM HONG KONG STAMP DUTY WILL B ARE(S) REPRESENTED BY THIS DOCUMENT. "項買買均須繳付香港從價印花税。除以出售形式夕 示已繳付香港從價印花税的證明。	WAY OF SALE IS ALSO LIABLE TO A E REQUIRED BEFORE REGISTRATION	AD VALOREM HONG KONG STAMP DUTY. N OF ANY TRANSFER OF THE RIGHTS TO	
Form B 表格乙		FER AND NOMINATIO 及提名表格	N	
(To be completed and sign	ed only by the Qualifying Shareholder(s) who wish(es) to tr (僅供有意轉讓本表格所列彼/彼等認購供用			
(Form C) below. I/We have read the 敬 啟者:	ights to subscribe for the Rights Shares comprised in t conditions and procedures for transfer set out in the en 知書所列本人/吾等認購供股股份的權利悉	closed sheet and agree to be bound thereby		
1Signature(s	22 ) of Qualifying Shareholders (all joint Shareholders 2020 y is payable in connection with the transfer of right:	日期:二零二零年	_ 4 <sup>第</sup> 名股東均須簽署) E月日	
Form C 表格丙	REGISTRATION AP 登記申			
(T	o be completed and signed only by the person(s) to whom the (只供承讓供股股份認則	rights to subscribe for the Rights Shares have be	en transferred)	
PAL and the Prospectus and subje the enclosed sheet and agree to be 敬啟者: 本人/吾等謹請 閣下將表格 以及在 貴公司組織章程大綱。	甲內乙欄所列的供股股份數目,登記於本人/ 及組織章程細則規限下,接納此等供股股份。	f the Company. I/We have read the cond 吾等名下。本人/吾等同意按照本 本人/吾等已細閱附頁所載各項條件 Existing Shareholder(s) Please mark "X" in 現有股東請在本欄內填上「X」號	ditions and procedures for transfer set out in 暫定配額通知書及供股章程所載條款, +及轉讓手續,並同意受其約束。 this box	
To be com	pleted in BLOCK letters in ENGLISH. Joint applic 請用英文正楷填寫,聯名申請人 Names of Chinese applicants must be giver 華裔申請人須填	!須填報排名首位的申請人地址。 both in English and in Chinese characte		
Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Other names 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 僅須填寫排名首位的 申請人地址)				
Occupation 職業		Tel No. 電話號碼		
	Dividend Instruc	tions 股息指示		
Name and address of bank 銀行名稱及地址		Bank Account no. 銀行賬戶號碼 Bank account type 銀行賬戶類型		
<u>.</u>	1			
1	Signature(s) of applicants (all	2344		
Date :			:月日	
	ayable in connection with the transfer of rights to subscribe	for the Rights Shares.		

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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, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED, AT SHOPS 1712–1716, 17TH FLOOR, HOPWELL CENTRE, 183 QUEEN'S ROAD EAST, WAN CHAI, HONG KONG TOGETHER WITH A REMITTANCE, BY CHEQUE OR CASHIER'S 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 FRIDAY, 21 FEBRUARY 2020 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" IN THE ENCLOSED SHEET). 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 "**Purapharm Corporation Ltd**" 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列明的供股股份暫定配額,須將本暫定配額通知書整份連同表格 甲丙欄所示的港元全數股款(以支票或銀行本票),最遲於二零二零年二月二十一日(星期五)(或於惡劣 天氣情況下,附頁「惡劣天氣之影響」一段所述之有關較後日期)下午四時正前送達過戶登記處香港中央 證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712至1716號舖)。所有股款須以港 元繳付,並以在香港持牌銀行戶口開出的支票或以香港持牌銀行發出的銀行本票支付,並須註明抬頭人 為「Purapharm Corporation Ltd」,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另載 於附頁。本公司將不另發股款收據。

接納本暫定配額通知書所列明暫定配額的每位人士均確認其已閱讀附頁及供股章程所載之條款及條件 以及接納手續,並同意受其約束。

# PuraPharm PURAPHARM CORPORATION LIMITED 培力控股有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock code: 1498)

7 February 2020

Dear Qualifying Shareholder(s),

#### INTRODUCTION

Reference is made to the prospectus of Purapharm Corporation Limited dated 7 February 2020 (the "Prospectus") in relation to the Rights Issue. 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) Shares held and registered in your name(s) as at the Record Date (i.e. Thursday, 6 February 2020) at a subscription price of HK\$0.80 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**

When issued, allotted and fully paid, the Rights Shares shall rank pari passu in all respects with the Shares in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which may be declared, made or paid on or after the date of allotment and issue of the Rights Shares.

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

#### **PROCEDURES FOR ACCEPTANCE**

To take up your provisional allotment in full, you must lodge the whole of this PAL in accordance with the instructions printed herein intact with the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong together with a remittance in Hong Kong dollars 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 Friday, 21 February 2020 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of Bad Weather" below). All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Purapharm Corporation Ltd" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be given for such remittances.

It should be noted that unless this PAL, together with the appropriate remittance for the amount shown in Box C in Form A, has been received as described above by no later than 4:00 p.m. on Friday, 21 February 2020 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "**Effect of Bad Weather**" below) whether by the original allottee or any person in whose favour the nil-paid Rights Shares have been validly transferred, the provisional allotment and all rights hereunder 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 absolute discretion treat a PAL as valid and binding on the person(s) by whom and on whose behalf is lodged even if the PAL is not completed in accordance with the relevant instructions.



# PuraPharm PURAPHARM CORPORATION LIMITED

培力控股有限公司

(於開曼群島註冊成立的有限公司) (股份代號:1498)

敬啟者:

## 緒言

茲提述培力控股有限公司日期為二零二零年二月七日有關供股之章程(「供股章程」)。 除文義另有所指外,供股章程所界定之詞彙於本通知書內具有相同涵義。根據供股章 程所載之條款,董事已按每股供股股份0.80港元之認購價向 閣下暫定配發若干數目之 供股股份,基準為於記錄日期(即二零二零年二月六日(星期四))每持有兩(2)股以 閣下 名義登記之股份獲配一(1)股供股股份。 閣下於記錄日期持有之股份數目載於表格甲 甲欄,而 閣下獲暫定配發之供股股份數目載於表格甲乙欄。

#### 供股股份

供股股份一經發行、配發及繳足股款後,將與已發行股份在各方面享有同等地位。繳 足股款供股股份之持有人將有權收取於配發及發行供股股份當日或之後可能宣派、作 出或派付之全部未來股息及分派。

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,並符合香港結算之股票接納規定後,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,可自未繳 股款及繳足股款供股股份各自開始於聯交所買賣當日或由香港結算決定之其他日期起, 在中央結算系統內記存、結算及交收。聯交所參與者間在任何交易日之交易須於其後 第二個交易日在中央結算系統進行交收。中央結算系統之一切活動均須依照不時生效 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。

#### 接納手續

閣下如欲悉數接納暫定配額,須於二零二零年二月二十一日(星期五)(或於惡劣天氣情況下,下文「惡劣天氣之影響」一段所述之有關較後日期)下午四時正前,按本通知書所列印之指示將本暫定配額通知書整份連同表格甲丙欄所示接納時應繳付之全部港元股款,送交過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712至1716號舖)。所有股款須以港元支票或銀行本票繳付。支票必須由香港持牌銀行之銀行戶口開出,而銀行本票則須由香港持牌銀行發出,註明抬頭人為「Purapharm Corporation Ltd」,並以「只准入抬頭人賬戶」劃線方式開出。支付有關款項後,將表示根據本暫定配額通知書及供股章程之條款,並在本公司組織章程大綱及組織章程細則之規限下,接納供股股份暫定配額。概不會就有關股款發出收據。

敬請注意,除非如上文所述於二零二零年二月二十一日(星期五)(或於惡劣天氣情況下, 下文「惡劣天氣之影響」一段所述之有關較後日期)下午四時正前接獲原承配人或有效 承讓有關未繳股款供股股份之人士交回本暫定配額通知書連同表格甲內丙欄所示之適 當股款,否則本通知書下之暫定配額及一切有關權利將視為已遭拒絕而將予以註銷, 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。本公司可全權酌情視一 份暫定配額通知書為有效,並對所提交或被代為提交之人士具有約束力,即使該暫定 配額通知書並未根據有關指示填妥。

#### 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 your rights to more than one person, the original PAL must be surrendered to and lodged for cancellation with a covering letter stating clearly the number of split PALs required and the number of nil-paid Rights Shares to be comprised in each split PAL which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B on Form A of the PAL, by no later than 4:30 p.m. on Thursday, 13 February 2020 with the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at Computershare Hong Kong Investor Services Limited after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

#### 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, Computershare Hong Kong Investor Services Limited at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong so as to be received by no later than 4:00 p.m. on Friday, 21 February 2020 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of Bad Weather" below).

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

#### TERMINATION OF THE UNDERWRITING AGREEMENT

If, prior to the Latest Time for Termination, there occurs:

- (a) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) which may, in the reasonable opinion of the Underwriter, will or is likely to materially and adversely affect the business, financial or trading position or prospects of the Group as a whole, or materially and adversely prejudices the success or makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (b) the occurrence, happening, coming into effect or becoming public knowledge of (i) 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 hereof) of a political, military, financial, economic or currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; (ii) a suspension or a material limitation in trading in securities generally on the Stock Exchange; (iii) a suspension or a material limitation in trading in the Company's securities on the Stock Exchange for more than five Business Days (other than pending publication of the Announcement or any other document relating to the Rights Issue); (iv) 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 (v) a change or development involving a prospective change in taxation affecting the Company, the Shares or the transfer thereof which may, in the reasonable opinion of the Underwriter, will or is likely to materially and adversely affect the business, financial or trading position or prospects of the Group as a whole, or materially and adversely prejudices the success or makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (c) any change in the circumstances of the Company or any member of the Group occurs which in the absolute 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
- (d) 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
- (e) 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

#### 分拆

閣下如僅欲接納部分暫定配額或轉讓 閣下認購根據本通知書獲暫定配發之供股股份之部分權利,或將 閣下之權利轉讓予超過一名人士,則最遲須於二零二零年二月 十三日(星期四)下午四時三十分前將原有暫定配額通知書連同清楚註明所需分拆暫定 配額通知書數目及每份分拆暫定配額通知書包含之未繳股款供股股份數目(兩者合共 應相等於暫定配額通知書表格甲之乙欄所載暫定配發予 閣下之供股股份數目)之函件, 交回及呈交過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號 合和中心17樓1712至1716號舖)以供註銷,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香港中央證券登記有限公司領取。

#### 轉讓

閣下如欲轉讓 閣下認購根據本通知書獲暫定配發之供股股份之全部權利,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),並最遲於二 零二零年二月二十一日(星期五)(或於惡劣天氣情況下,下文「惡劣天氣之影響」一段所 述之有關較後日期)下午四時正前將本暫定配額通知書整份連同表格甲內丙欄所示接 納時應繳付之全部股款送交過戶登記處香港中央證券登記有限公司(地址為香港灣仔 皇后大道東183號合和中心17樓1712至1716號舖)。

務請注意, 閣下轉讓有關供股股份之認購權予承讓人,以及承讓人接納有關權利須繳 付香港從價印花税。

#### 終止包銷協議

倘於最後終止時限前發生以下事件:

- (a) 頒佈任何新法規或現行法例或法規(或其司法詮釋)出現任何變動,而包銷商合理認 為將會或可能對本集團之整體業務、財務或經營狀況或前景構成重大不利影響,或 對供股成功進行造成重大不利損害或使進行供股變得不適宜或不明智;或
- (b)發生、出現、實行或公眾知悉(i)任何地方、國家或國際之政治、軍事、金融、經濟或 貨幣(包括港元幣值與美利堅合眾國貨幣掛鈎之制度變動)或其他性質(無論是否與 上述任何方面屬相同性質)或性質屬任何地方、國家或國際爆發敵對行為或武裝衝 突或局勢升級或影響地方證券市場之事件或變動(無論是否構成於包銷協議日期之 前及/或之後發生或持續一系列事件或變動之一部分);(ii)聯交所整體暫停買賣證 券或其買賣受到重大限制;(iii)本公司證券超過五個營業日在聯交所暫停買賣或其 買賣受到重大限制(惟因有待刊發有關供股之該公告或任何其他文件而暫停買賣除 外);(iv)有關當局宣佈香港全面禁止商業銀行活動,或香港商業銀行業務或證券交 收或結算服務嚴重中斷;或(v)出現影響本公司、股份或有關轉讓之税務變動或涉 及潛在税務變動之事態發展,而包銷商合理認為將會或可能對本集團之整體業務、 財務或經營狀況或前景構成重大不利影響,或對供股成功進行造成重大不利損害 或使進行供股變得不適宜或不明智;或
- (c)本公司或本集團任何成員公司之情況出現任何變動,而包銷商全權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
- (d) 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
- (e) 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

(f) 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 (but not bound) by notice in writing issued by it to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement and rescind the Underwriting Agreement.

If, at or prior to the Latest Time for Termination:

- (a) the Company commits any material breach of or omits to materially observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement, where, in the reasonable opinion of the Underwriter, such breach or omission will or is likely to have a material and adverse effect on its business, financial or trading prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or
- (b) the Underwriter shall receive notification pursuant to the Underwriting Agreement, or shall otherwise become aware of, the fact that any of the representations, warranties or undertakings contained in the Underwriting Agreement was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated as provided in the Underwriting Agreement, and the Underwriter shall, in its reasonable discretion, determine that any such untrue representation, warranty or undertaking represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or
- (c) the Company's application to the Listing Committee of the Stock Exchange for the permission for the listing of, and permission to 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
- (d) 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
- (e) 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; or
- (f) the Company shall, after any matter or event referred to in paragraph (b) above has occurred or come to the Underwriter's attention, 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 the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company,

the Underwriter shall be entitled (but not bound) by notice in writing issued by it to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement and rescind the Underwriting Agreement.

If the Underwriter exercises such rights, the Rights Issue will not proceed.

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 — Terms of the Rights Issue" in the Prospectus is not fulfilled at or before the time and date specified in the Underwriting Agreement, 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 your own risk to your respective registered addresses by the Registrar on or before Monday, 2 March 2020.

#### **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 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 cashier's order is dishonoured upon first presentation, and in that event the provisional allotment and all rights and entitlements 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 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. No receipt will be issued in respect of any PAL and/or relevant remittance received. (f) 本集團之整體業務或財務或經營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);

包銷商將有權(但並非必須)藉向本公司發出書面通知而選擇免除及解除包銷商於包銷協議項下之責任及撤銷包銷協議。

倘於最後終止時限或之前:

- (a)本公司嚴重違反或因疏忽而未能確實遵守其根據包銷協議明確承擔之責任、承諾、 聲明或保證,而包銷商合理認為該違反或疏忽將或可能對本集團之整體業務、財務 或經營前景造成重大不利影響或基於其他原因可能對供股造成重大不利影響;或
- (b)包銷商根據包銷協議接獲通知,或應透過其他方式知悉,包銷協議所載任何聲明、 保證或承諾於作出時為失實或不準確,或倘按包銷協議所載重申時則為失實或不 準確,而包銷商應合理酌情釐定任何有關失實聲明、保證或承諾,即為或可能為本 集團整體業務、財務或經營狀況或前景出現重大不利變動,或基於其他原因可能對 供股構成重大不利影響;或
- (c)本公司撤回及/或聯交所拒絕或撤銷本公司向聯交所上市委員會提出有關批准供股股份(以未繳股款及繳足股款形式)於聯交所上市及買賣之申請;或
- (d)未達成任何致使供股股份(以未繳股款及繳足股款形式)獲接納為合資格證券以於 中央結算系統內記存、結算及交收之條件或本公司獲香港結算通知,表示有關持股 及結算之接納或安排已被或將被拒絕;或
- (e) 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、不準確或 不完整或參照該聲明作出之日屬誤導;或
- (f) 在發生或包銷商得悉以上(b)段所述任何事項或事件後,本公司未能(在寄發章程文件後)立即按包銷商可能合理要求之方式(及連同有關內容(如適用))刊發任何公告或通函,以防止本公司證券出現虛假市場,

包銷商將有權(但並非必須)藉向本公司發出書面通知而選擇免除及解除包銷商於包銷協議項下之責任及撤銷包銷協議。

倘包銷商行使該等權利,供股將不會進行。

倘包銷商行使權利終止或撤銷包銷協議或倘供股章程「董事會函件—供股條款—供股 條件」一節所載之供股條件未能於包銷協議訂明之時間及日期或之前達成,則過戶登 記處將就接納供股股份所收取之款項於二零二零年三月二日(星期一)或之前不計利息 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),並以平郵方式寄往 閣下各自之登記地址,郵誤風險概 由 閣下自行承擔。

#### 支票及銀行本票

所有支票及銀行本票將於收到後隨即兑現,而有關股款所賺取之全部利息(如有)將撥歸本公司所有。在不影響本公司與此有關之其他權利之情況下,本公司保留權利拒絕 受理任何隨附支票及/或銀行本票於首次過戶時未能兑現的有關暫定配額通知書,而 在此情況下,有關暫定配額及一切有關權利將被視作已遭拒絕而將予以註銷。 閣下 須於申請認購供股股份時支付應付準確金額,支付金額不足的申請會遭拒絕受理。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 兑現。概不會就所接獲之任何暫定配額通知書及/或相關股款發出收據。

#### SHARE CERTIFICATES AND REFUND CHEQUES

It is expected that certificates for the fully-paid Rights Shares will be despatched to you by the Registrar by ordinary post at your own risk on or before Monday, 2 March 2020. You, except HKSCC Nominees Limited, will receive one share certificate for all the fully-paid Rights Shares issued to you.

If the Rights Issue is terminated or if your application for excess Rights Shares is not successful or is only partially successful, refund cheques, without interest, in respect of the relevant portion of application monies received are expected to be posted by ordinary post at your own risk to your registered addresses on Monday, 2 March 2020.

#### **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 adding together fraction of Rights Shares; and (c) any Rights Shares provisionally allotted by not accepted.

Application is made by completing on EAF and paying for them in accordance with the instructions printed on the form of application which will accompany the Prospectus. Subject to the requirements of Rule 7.21(3)(b) of the Listing Rules, the Board will allocate the excess Rights Shares (if any) at their discretion on a fair and equitable basis, as far as practicable on a pro-rata basis by reference to the number of the excess Rights Shares applied for under each application. However, no preference will be given to topping-up odd lots to whole board lots.

If a Qualifying Shareholder wishes to apply for any Rights Shares in addition to his/her/its provisional allotment, he/ she/it must complete and sign an EAF enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable in respect of the excess Rights Shares applied for, with the Registrar by 4:00 p.m. on Friday, 21 February 2020 (or, under bad weather conditions, such later date 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 an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**Purapharm Corporation Ltd**" and crossed "**Account Payee Only**".

#### FRACTIONAL ENTITLEMENTS

The Company will not allot any fractions of Right Shares. Any fractional entitlements to Rights Shares will be aggregated (and rounded down to the nearest whole number) and will be made available for excess application by Qualifying Shareholders, and the Company will keep the proceeds.

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

The PAL shall only be sent to Qualifying Shareholders.

The Prospectus Documents have not been and will not be registered under any applicable securities 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. The Prospectus Documents should not be distributed, forwarded to or transmitted to, into or from any jurisdiction where to do so might constitute a violation of local securities laws or regulations.

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 anyone outside Hong Kong wishing to make on his/her/its/their behalf an application for the Rights Shares to satisfy himself/herself/itself/themselves as to the full observance of the applicable laws and regulations of the relevant jurisdictions including obtaining of any governmental or other consents and to pay any taxes and duties. By completing, signing and submitting this PAL, each subscriber of the Rights Shares will be deemed to have given a warranty to the Company and the Underwriter that these local registration, legal and regulatory requirements have been fully complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. If you are in any doubt as to your position, you should consult your professional advisers.

#### 股票及退款支票

預期過戶登記處將於二零二零年三月二日(星期一)或之前以平郵將繳足股款供股股份 之股票寄予 閣下,郵誤風險概由 閣下自行承擔。 閣下將就所有獲發之繳足股款供 股股份收取一張股票,惟香港中央結算(代理人)有限公司除外。

倘供股遭終止或 閣下之額外供股股份申請不成功或僅部分成功,則已收取之有關部 分申請股款(不計利息)之退款支票預期將於二零二零年三月二日(星期一)以平郵方式 寄往 閣下之登記地址,郵誤風險概由 閣下自行承擔。

#### 額外供股股份

合資格股東可以額外申請方式申請(a)不合資格股東之任何未售配額;(b)透過彙集零碎 供股股份而產生之任何未售供股股份;及(c)已暫定配發但未獲接納之任何供股股份。

提出申請須將供股章程隨附之額外申請表格按其上印備之指示填妥並就此繳付股款。 在上市規則第7.21(3)(b)條規限下,董事會將參考每份申請所申請之額外供股股份數目, 按公平公正基準,在切實可行之情況下按比例酌情分配額外供股股份(如有)。然而,概 不會優先處理為補足碎股至完整買賣單位而提出之申請。

合資格股東如欲申請認購其暫定配額以外之任何供股股份,則必須填妥並簽署隨附供 股章程之額外申請表格,並於二零二零年二月二十一日(星期五)(或於惡劣天氣情況下, 下文「惡劣天氣之影響」一段所述之有關較後日期)下午四時正之前,連同就所申請額 外供股股份應付之獨立股款一併交回過戶登記處。所有股款須以港元繳付,並以香港 持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付,並均須註明抬頭人 為「Purapharm Corporation Ltd」,並以「只准入抬頭人賬戶」方式劃線開出。

#### 零碎股份權益

本公司將不會配發任何零碎供股股份。供股股份之任何零碎配額將予以彙集(及下調至 最接近整數)並可供合資格股東提出額外申請,而本公司將保留所得款項。

#### 派發本暫定配額通知書及其他章程文件

暫定配額通知書只可向合資格股東寄發。

章程文件並無且將不會根據香港以外任何司法權區之任何適用證券法例進行登記。

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。章程文件不得於可能違反任何司法權區之證券法例或規例之情況下向或自該司 法權區派發、送交或送呈。

因此,任何人士如在香港以外任何地區接獲任何章程文件副本,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。

任何身處香港以外地區之人士如有意申請供股股份,必須確保本身全面遵守有關司法 權區之適用法律及規例,包括取得任何政府或其他方面同意及繳付任何税項及徵費。 填妥、簽署及交回本暫定配額通知書後,供股股份之每名認購人將被視為已向本公司 及包銷商保證,彼等已全面遵守該等當地註冊、法律及監管規定。為免生疑問,香港結 算及香港中央結算(代理人)有限公司概不受限於任何聲明及保證。倘 閣下對本身之 情況有任何疑問,應諮詢 閣下之專業顧問。

#### EFFECT OF BAD WEATHER

If there is a "black" rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong on Friday, 21 February 2020, being the date of the Latest Time for Acceptance:

- (i) at any time before 12:00 noon and no longer in force after 12:00 noon, the Latest Time for Acceptance will be postponed to 5:00 p.m. on the same Business Day; or
- (ii) at any time between 12:00 noon and 4:00 p.m., the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the next 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.

#### GENERAL

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 letters of allotment and/or share certificates for the Rights Share.

#### PERSONAL DATA COLLECTION - PAL

By completing, signing and submitting the forms accompanying 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) 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 Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), 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 Suite 4002, Jardine House, 1 Connaught Place, Central, Hong Kong 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 **Purapharm Corporation Limited Chan Yu Ling, Abraham** *Chairman* 

#### 惡劣天氣之影響

倘於二零二零年二月二十一日(星期五)(即最後接納時限當日),香港懸掛「黑色」暴雨 警告信號或八號或以上熱帶氣旋警告信號:

- (i) 倘於中午十二時正前任何時間生效,而於中午十二時正後不再生效,則最後接納時 限將會延至同一營業日的下午五時正;或
- (ii) 倘於中午十二時正至下午四時正任何時間生效,則最後接納時限將會改期至於上午九時正至下午四時正任何時間在香港並無上述警告信號生效的下一個營業日的下午四時正。

#### 一般事項

遞交本暫定配額通知書及(在有關情況下)擬由獲發人士簽署之「轉讓及提名表格」,將 為最終擁有權證明,顯示遞交有關文件之人士有權處理有關文件並接收供股股份分拆 配額函件及/或股票。

#### 收集個人資料一暫定配額通知書

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 記處及/或其各自之顧問及代理披露個人資料及其所需有關 閣下或 閣下為其利益 而接納暫定配發供股股份之人士之任何資料。香港法例第486章《個人資料(私隱)條例》 賦予證券持有人權利,可確定本公司或過戶登記處是否持有其個人資料(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 資料或查閱有關政策及慣例以及持有資料種類訊息之所有要求,應寄往(i)本公司之香 港主要營業地點(地址為香港中環康樂廣場1號怡和大廈4002室)或根據適用法例不時通 知之地址,並以本公司之公司秘書為收件人;或(ii)(視情況而定)過戶登記處(地址見上 文),並以私隱事務主任為收件人。

此致

列位合资格股东 台照

代表 **培力控股有限公司** *主席* **陳宇齡** 謹啟

二零二零年二月七日