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IMPORTANT
重要提示

Reference is made to the prospectus issued by On Real International Holdings Limited (the “**Company**”) dated 18 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.

茲提述安悅國際控股有限公司(「**本公司**」)日期為二零二零年二月十八日就供股刊發之章程(「**章程**」)。除文義另有所指外，章程所界定之詞彙與本文件所採用者具有相同涵義。

THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (“EAF”) EXPIRES AT 4:00 P.M. ON TUESDAY, 3 MARCH 2020 (OR, UNDER BAD WEATHER AND/OR EXTREME CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE” OVERLEAF).

此乃有價值及可轉讓之暫定配額通知書(「**暫定配額通知書**」)，並須閣下即時處理。本暫定配額通知書及隨附之額外申請表格(「**額外申請表格**」)所載之要約將於二零二零年三月三日(星期二)下午四時正(或於惡劣天氣及／或極端情況下，則於背頁「**惡劣天氣及／或極端情況對最後接納時限的影響**」一段所述之有關較後時間或日期)屆滿。IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS PAL OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES IN THE COMPANY, YOU SHOULD CONSULT YOUR STOCKBROKER, LICENSED SECURITIES DEALER OR REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER(S).

閣下如對本暫定配額通知書任何方面或應採取之行動有任何疑問或閣下如已出售或轉讓閣下於本公司之全部或部分股份，應諮詢閣下之股票經紀、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。

A copy of this PAL, together with a copy of the Prospectus, the EAF and the documents specified in the paragraph headed “15. Documents delivered to the Registrar of Companies” in Appendix III to the Prospectus, have been registered by the Registrar of Companies in Hong Kong as required by Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the laws of Hong Kong). The Registrar of Companies in Hong Kong, the Stock Exchange and the SFC take no responsibility for the contents of any of these documents.

本暫定配額通知書連同章程及額外申請表格以及章程附錄三內「15.送呈公司註冊處處長的文件」一段所述之文件，已根據香港法例第32章公司(清盤及雜項條文)條例第342C條的規定送呈香港公司註冊處處長登記。香港公司註冊處處長、聯交所及證監會對任何該等文件之內容概不負責。

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

香港交易及結算所有限公司、聯交所及香港結算對本暫定配額通知書之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本暫定配額通知書全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

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

合併股份及未繳股款及繳足股款供股股份之買賣可透過香港結算成立及運作之中央結算系統交收。閣下應就該等交收安排之詳情及該等安排如何影響閣下之權利及權益，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 requirements of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

倘未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之證券收納規定後，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於香港結算釐定之有關其他日期起，可於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日之交易必須於其後第二個交易日於中央結算系統交收。於中央結算系統進行之所有活動均須依據不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

Form A
表格甲



On Real International Holdings Limited

安悅國際控股有限公司

(incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code: 8245)

(股份代號: 8245)

Registered office:

註冊辦事處:

Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman, KY1-1111
Cayman Islands

Head office and principal place of
business in Hong Kong:

Ground Floor
200 Hennessy Road
Wanchai
Hong Kong

總辦事處及香港主要營業地點:

香港
灣仔
軒尼詩道200號
地下

18 February 2020

二零二零年二月十八日

Branch share registrar and
transfer office in Hong Kong:
Boardroom Share Registrars (HK)
Limited
2103B, 21/F
148 Electric Road
North Point
Hong Kong

香港股份過戶登記分處:
寶德隆證券登記有限公司
香港
北角
電氣道148號
21樓2103B室

**RIGHTS ISSUE ON THE BASIS OF ONE
RIGHTS SHARE FOR EVERY TWO CONSOLIDATED SHARES
HELD ON THE RECORD DATE AT THE SUBSCRIPTION
PRICE OF HK\$0.1 PER RIGHTS SHARE**
按於記錄日期每持有兩股合併股份
獲發一股供股股份之基準以認購價每股供股股份0.1港元進行供股

**PAYABLE IN FULL ON ACCEPTANCE BY
NOT LATER THAN 4:00 P.M. ON TUESDAY, 3 MARCH 2020**
股款最遲須於二零二零年三月三日(星期二)下午四時正
接納時全數繳足

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)

合資格股東之姓名及地址

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Number of Shares registered in your name(s) on Monday, 17 February 2020

於二零二零年二月十七日(星期一)登記於閣下名下之股份數目

BOX A

甲欄

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Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not
later than 4:00 p. m. on Tuesday, 3 March 2020
暫定配發予閣下之供股股份數目，股款最遲須於二零二零年三月三日(星期二)下午四時
正接納時繳足

BOX B

乙欄

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Total subscription monies payable in full upon acceptance
於接納時應繳足之認購股款總額

BOX C

丙欄

HK\$
港元

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

支票/銀行本票之付款銀行名稱: _____

Cheque/cashier's order number:

支票/銀行本票號碼: _____

Contact Telephone No.:

聯絡電話號碼: _____

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

如轉讓供股股份之認購權，每項買賣均須繳付香港從價印花稅。除以出售形式外，饋贈或轉讓實益擁有之權益亦須繳付香港從價印花稅。在登記轉讓本文件所代表之認購供股股份之權利前，須出示已繳付香港從價印花稅之證明。

FORM OF TRANSFER AND NOMINATION

轉讓及提名表格

Form B (To be completed and signed only by Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Share(s) comprised herein)
表格乙 (只供擬轉讓其／彼等全部供股股份認購權之合資格股東填寫及簽署)

To: The Directors
On Real International Holdings Limited

致：安悅國際控股有限公司
列位董事 台照

Dear Sir/Madam,

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／吾等之供股股份之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 Shareholder (s)(all joint Shareholders must sign) 股東簽署(所有聯名股東均須簽署)

Date: _____ 2020

日期：二零二零年_____月_____日

Hong Kong stamp duty of HK\$5.00 and ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.
閣下轉讓供股股份之認購權須繳付香港印花稅5.00港元及從價印花稅。

REGISTRATION APPLICATION FORM

登記申請表格

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

To: The Directors
On Real International Holdings Limited

致：安悅國際控股有限公司
列位董事 台照

Dear Sir/Madam,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：

本人／吾等謹請 閣下將表格甲內乙欄所列之供股股份數目，登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及章程所載條款，以及在 貴公司之組織章程大綱及細則的規限下，接納此等供股股份。

Existing Shareholder(s)
Please mark "X" in this box
現有股東請在本欄內填上「X」號

To be completed in **BLOCK** letters in **ENGLISH**. Joint applicants should give the address of the first-named applicant only.

請用英文正楷填寫。聯名申請人只須填報排名首位之申請人地址。

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

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 or Company name 姓氏或公司名稱	Name in Chinese 中文姓名	
	Other names 名字		
Name(s) of joint applicant(s) (if any) 聯名申請人姓名(如有)			
Address in English (Joint applicants should give the address of first-named applicant only) 英文地址(聯名申請人只須填報排名首位之申請人地址)			
Occupation 職業		Telephone No. 電話號碼	
Dividend Instructions 股息指示			
Name and address of bank 銀行名稱及地址		Bank account number 銀行賬戶號碼	

1 _____ 2 _____ 3 _____ 4 _____

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

Date: _____ 2020

日期：二零二零年_____月_____日

Hong Kong ad valorem stamp duty is payable in connection with the acceptance of your rights to subscribe for the Rights Shares.
閣下接納供股股份之認購權須繳付香港從價印花稅。

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TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, BOARDROOM SHARE REGISTRARS (HK) LIMITED, AT ROOM 2103B, 21/F, 148 ELECTRIC ROAD, NORTH POINT, HONG KONG, TOGETHER WITH A REMITTANCE BY CHEQUE OR CASHIER'S ORDER IN HONG KONG DOLLARS FOR THE FULL AMOUNT (ROUNDED UP TO THE NEAREST 2 DECIMAL PLACES) SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR BY NOT LATER THAN 4:00 P.M. ON TUESDAY, 3 MARCH 2020 (OR, UNDER BAD WEATHER AND/OR EXTREME CONDITIONS, SUCH LATER TIME AND/OR DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE" OVERLEAF). ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS BY CHEQUES WHICH MUST BE DRAWN ON AN ACCOUNT WITH, OR BY CASHIER'S ORDERS WHICH MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "ON REAL INTERNATIONAL HOLDINGS LIMITED — RIGHT ISSUES" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

The Rights Issue is conditional upon the fulfilment (or waiver (as applicable)) of the conditions set out under the paragraph headed "Conditions of the Rights Issue" in the letter from the Board in the Prospectus.

Termination of the Underwriting Agreement

If, prior to the Latest Time for Termination one or more of the following events or matters shall occur, arise, exist, or come into effect:

- (1) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever after the signing of the Underwriting Agreement;
- (2) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring after the signing of the Underwriting Agreement or continuing after the signing of the Underwriting Agreement) of a political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets;
- (3) any material adverse change after the signing of the Underwriting Agreement in the business or in the financial or trading position of any member of the Group;
- (4) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out occurred after the signing of the Underwriting Agreement;
- (5) after signing of the Underwriting Agreement, there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares or Consolidated Shares (as the case may be) generally on the Stock Exchange whether due to exceptional financial circumstances or otherwise;
- (6) there is, after signing of the Underwriting Agreement, any change or any development involving a prospective change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, on Hong Kong, the People's Republic of China or other jurisdiction relevant to any member of the Group and a change in currency conditions for the purpose of this clause includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs; or
- (7) the Circular and/or the Prospectus when published contain information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the GEM Listing Rules or the Takeovers Code or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company in compliance with the GEM Listing Rules,

which event or events is or are in the absolute opinion of the Underwriter:

- (a) likely to have a material adverse effect on the business or financial or trading position or prospects of the Group as a whole; or
- (b) likely to have a material adverse effect on the success of the Rights Issue or the level of the Rights Shares "taken up"; or
- (c) make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue,

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

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

- (1) any breach of any of the warranties or undertakings or any omission to observe any of the obligations or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (2) any Specified Event comes to the knowledge of the Underwriter.

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination.

The Consolidated Shares have been dealt in on an ex-rights basis from Friday, 7 February 2020. Dealings in the Rights Shares in their nil-paid form will take place from 9:00 a.m. on Thursday, 20 February 2020 to 4:00 p.m. on Thursday, 27 February 2020 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled or waived (as applicable) or the Underwriting Agreement is terminated by the Underwriter at or before 4:00 p.m. on Friday, 6 March 2020 (or such other time or date as may be agreed between the Company and the Underwriter in writing), the Rights Issue will not proceed.

Accordingly, any persons contemplating dealings in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled or waived (as applicable) (and the date on which the Underwriter's right of termination of the Underwriting Agreement ceases), and/or any dealings in the nil-paid Rights Shares from 9:00 a.m. on Thursday, 20 February 2020 to 4:00 p.m. on Thursday, 27 February 2020 (both dates inclusive) shall bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating any dealings in the Shares and/or the nil-paid Rights Shares are recommended to consult their own professional advisers and exercise caution.

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.

閣下如欲接納全部供股股份之暫定配額，必須將本暫定配額通知書整份連同以港元繳付之上文丙欄所示之全數股款(約整至小數點後兩位數)(以支票或銀行本票形式)，最遲須於二零二零年三月三日(星期二)下午四時正(或於惡劣天氣及／或極端情況下，則於背頁「惡劣天氣及／或極端情況對最後接納時限的影響」一段所述之較後時間及／或日期)送達過戶處寶德隆證券登記有限公司(地址為香港北角電氣道148號21樓2103B室)並獲過戶處收訖。所有股款須以港元繳付，並以在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。所有支票或銀行本票均須註明抬頭人為「On Real International Holdings Limited — Right Issues」，並以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆配額之指示載於背頁。本公司將不就有關股款另發收據。

供股須待章程董事會函件「供股之條件」一段所載條件獲達成(或豁免(倘適用))後，方可作實。

終止包銷協議

倘於最後終止時限前，下列任何一項或多項事件或事情發生、出現、存在或生效：

- (1) 於包銷協議簽訂後推出任何新法規，或現有法律或法規(或其司法詮釋)有變，或出現任何性質之其他事件；
- (2) 出現任何本地、全國或國際性之政治、軍事、財務、經濟或其他性質之事件或變動(不論是否構成於包銷協議簽訂後發生或繼續發生之一連串事件或變動之部分)，或任何本地、全國或國際性之敵對行為或武裝衝突爆發或升級，或出現影響本地證券市場之事件或變動；
- (3) 本集團任何成員公司之業務或者財務或貿易狀況於包銷協議簽訂後發生任何重大不利變動；
- (4) 任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、罷工或停工於包銷協議簽訂後發生；
- (5) 聯交所因特殊金融情況或其他理由而全面終止、暫停或嚴格限制股份或合併股份(視情況而定)買賣之情況於包銷協議簽訂後發生或生效；
- (6) 涉及潛在市況變動(包括但不限於香港、中華人民共和國或與本集團任何成員公司有關之其他司法管轄區之財政或貨幣政策或外匯或貨幣市場有變、暫停或限制證券買賣、實施或面對經濟制裁，以及貨幣狀況有變，就本段而言，包括香港貨幣價值與美利堅合眾國貨幣價值掛鈎之制度有變)之任何變動或發展於包銷協議簽訂後發生；或
- (7) 通函及／或章程於刊發時載有本公司未有根據GEM上市規則之要求於包銷協議日期前公開宣佈或公告之資料(包括與本集團業務前景或狀況有關或者與本集團遵守任何法律或GEM上市規則或收購守則或任何適用法規有關)，

而包銷商全權認為有關事件：

- (a) 可能對本集團整體業務或者財務或貿易狀況或者前景造成重大不利影響；或
- (b) 可能對供股成功進行或供股股份之承購水平造成重大不利影響；或
- (c) 令繼續進行供股成為不當、不智或不宜，

則包銷商有權於最後終止時限前，向本公司送達書面通知終止包銷協議。

倘最後終止時限前發生以下情況，包銷商有權發出書面通知以撤銷包銷協議：

- (1) 包銷商得悉包銷協議所載任何保證或承諾有任何違反或在遵守任何義務或承諾方面有任何遺漏；或
- (2) 包銷商得悉發生任何特定事件。

包銷商應於最後終止時限前發出任何有關通知。

合併股份已於二零二零年二月七日(星期五)起按除權基準買賣。未繳股款供股股份將於二零二零年二月二十日(星期四)上午九時正至二零二零年二月二十七日(星期四)下午四時正(包括首尾兩日)買賣。倘供股條件未獲達成或未獲豁免(倘適用)或於二零二零年三月六日(星期五)下午四時正(或本公司與包銷商可能書面協定之有關其他日期或時間)或之前，包銷協議被包銷商終止，則供股將不會進行。

因此，有意於供股之所有條件獲達成或獲豁免(倘適用)(及包銷協議項下包銷商的終止權終止之日期)前買賣股份及／或由二零二零年二月二十日(星期四)上午九時正至二零二零年二月二十七日(星期四)下午四時正(包括首尾兩日)買賣任何未繳股款供股股份之任何人士，均須承擔供股可能不會成為無條件或可能不會進行之風險。有意買賣任何股份及／或未繳股款供股股份之任何股東或其他人士，建議諮詢彼等本身之專業顧問及審慎行事。

接納本暫定配額通知書所訂明之暫定配額之每位人士均確認其已閱讀所附文件及章程所載之條款及條件以及接納手續，並同意受其約束。

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH ACCEPTANCE
NO RECEIPT WILL BE GIVEN FOR REMITTANCE
每份接納須隨附一張獨立開出之支票或銀行本票
本公司將不就股款另發收據



On Real International Holdings Limited
安悅國際控股有限公司

(incorporated in the Cayman Islands with limited liability)
(Stock Code: 8245)

18 February 2020

Dear Qualifying Shareholder(s),

INTRODUCTION

Reference is made to the prospectus of On Real International Holdings Limited (the “**Company**”) dated 18 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. In accordance with and subject to the terms and conditions as 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) Consolidated Shares in issue and registered in your name(s) in the register of members of the Company on the Record Date (that is, Monday, 17 February 2020) at the Subscription Price of HK\$0.1 per Rights Share. Your holding of the Shares on 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.

(i) Any unsold entitlements to the Right Shares of the Non-Qualifying Shareholders had they been Qualifying Shareholders (if applicable); (ii) aggregation of fractions of the Rights Shares which are not sold (if any); and (iii) and any nil-paid Rights Shares provisionally allotted but not validly accepted by the Qualifying Shareholders or otherwise not subscribed for by transferees of nil-paid Rights Shares (if any) will be available for excess applications by the Qualifying Shareholders using the Excess Application Form (“**EAF**”). The Prospectus Documents have not been and will not be registered or filed under any applicable securities legislation of any jurisdictions other than Hong Kong. No action has been taken by the Company to permit the offering of the Rights Shares in any territory outside Hong Kong.

No persons receiving a copy of the Prospectus or a PAL or an EAF in any territory or jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in a territory or jurisdiction where such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof or where the offer is made in reliance on any exemption or where compliance with the relevant legal or regulatory requirement will not, in the Board’s judgement, be unduly burdensome. It is the responsibility of any person outside Hong Kong (including but not limited to any agent, custodian, nominee or trustee on his/her/its behalf) wishing to subscribe or make an application for the Rights Shares to satisfy himself/herself/itself/themselves before subscribing for the allotted Rights Shares or excess Rights Shares, as to the full observance of the laws and regulations of all relevant territory or jurisdiction, including the obtaining of any governmental or other consents and to pay any taxes, duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. Any acceptance of the offer of the Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been fully complied with. Such persons should consult their professional advisers if in doubt. No application for Rights Shares will be accepted from the Non-Qualifying Shareholders (if any). The Company reserves the right to refuse to accept any application for Rights Shares where it believes that acceptance would violate the applicable securities or other laws or regulations of any jurisdiction outside Hong Kong.

RIGHTS SHARES

The Rights Shares, when allotted, issued and fully paid, will rank pari passu in all respects with the Consolidated Shares then 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 fully-paid Rights Shares. Dealings in the Rights Shares in their nil-paid and fully-paid forms will be subject to payment of stamp duty, Stock Exchange trading fee, transaction levy and any other applicable fees and charges in Hong Kong.

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

PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact with the Registrar, Boardroom Share Registrars (HK) Limited, at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong, together with a remittance by cheque or cashier's order for the full amount payable on acceptance (rounded up to the nearest 2 decimal places), as shown in Box C in Form A, so as to be received by the Registrar by not later than 4:00 p.m. on Tuesday, 3 March 2020 (or, under bad weather and/or extreme conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather and/or extreme conditions on the Latest Time for Acceptance" below). All remittances must be made in Hong Kong dollars. 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 "**On Real International Holdings Limited — Right Issues**" 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. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

It should be noted that unless this duly completed PAL, together with the appropriate remittance shown in Box C in Form A, has been lodged in the manner as described above, by not later than 4:00 p.m. on Tuesday, 3 March 2020 (or, under bad weather and/or extreme conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather and/or extreme conditions on the Latest Time for Acceptance" below), whether by the original allottee or any person to whom the provisional allotment has been validly transferred, the relevant provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled and such Rights Shares will be available for application under the EAFs by the Qualifying Shareholders. The Company is not obliged to but may, at its sole and absolute discretion, treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions in the PAL. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

Completion and return of the PAL will constitute a warranty and representation to the Company, from such person, that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong, in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that in doing so would violate the applicable securities legislations or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the above representation or warranty.

TRANSFER AND SPLITTING

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 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, Boardroom Share Registrars (HK) Limited, at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong, so as to be received by the Registrar by not later than 4:00 p.m. on Tuesday, 3 March 2020 (or, under bad weather and/or extreme conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather and/or extreme conditions on the Latest Time for Acceptance" 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 "**On Real International Holdings Limited — Right Issues**" and crossed "**Account Payee Only**". It should be noted that 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. 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 to you hereunder or to transfer all or part of your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by not later than 4:30 p.m. on Monday, 24 February 2020 with the Registrar, Boardroom Share Registrars (HK) Limited, at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong, who will cancel this original PAL and issue new PAL(s) in the denominations required which will be available for collection at the Registrar, Boardroom Share Registrars (HK) Limited, at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong, after 9:00 a.m. on the second Business Day after the surrender of this original PAL(s). It should be noted that 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. The Company is not obliged to but may, at its sole and absolute discretion, treat PAL(s) as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions in the PAL. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

TERMINATION OF THE UNDERWRITING AGREEMENT

Termination of the underwriting Agreement

If, prior to the Latest Time for Termination one or more of the following events or matters shall occur, arise, exist, or come into effect:

- (1) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever after the signing of the Underwriting Agreement;
- (2) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring after the signing of the Underwriting Agreement or continuing after the signing of the Underwriting Agreement) of a political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets;
- (3) any material adverse change after the signing of the Underwriting Agreement in the business or in the financial or trading position of any member of the Group;
- (4) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out occurred after the signing of the Underwriting Agreement;
- (5) after signing of the Underwriting Agreement, there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares or Consolidated Shares (as the case may be) generally on the Stock Exchange whether due to exceptional financial circumstances or otherwise;
- (6) there is, after signing of the Underwriting Agreement, any change or any development involving a prospective change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, on Hong Kong, the People's Republic of China or other jurisdiction relevant to any member of the Group and a change in currency conditions for the purpose of this clause includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs; or
- (7) the Circular and/or the Prospectus when published contain information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the GEM Listing Rules or the Takeovers Code or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company in compliance with the GEM Listing Rules,

which event or events is or are in the absolute opinion of the Underwriter:

- (a) likely to have a material adverse effect on the business or financial or trading position or prospects of the Group as a whole; or
- (b) likely to have a material adverse effect on the success of the Rights Issue or the level of the Rights Shares “taken up”; or
- (c) make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue,

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

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

- (1) any breach of any of the warranties or undertakings or any omission to observe any of the obligations or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (2) any Specified Event comes to the knowledge of the Underwriter.

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination.

CONDITIONS OF THE RIGHTS ISSUE

The Rights Issue is conditional upon the Rights Issue becoming unconditional and not being terminated by the Underwriters prior to the Latest Time for Termination in accordance with its terms. Please refer to the paragraph headed “Conditions of the Rights Issue” in the letter from the Board in the Prospectus for details of the conditions of the Underwriting Agreement. In the event that the conditions of the Rights Issue are not satisfied in whole (or waived (as applicable)) by 6 March 2020, or such later date(s) as may be agreed between the Company and the Underwriter in writing, then the Rights Issue will not proceed.

CHEQUES AND CASHIER’S ORDER

All cheques and cashier’s orders will be presented for payment immediately upon receipt and all interests earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of the PAL with a cheque or a cashier’s order in payment for the Rights Shares, whether by a Qualifying Shareholder or such other person(s) to whom the rights to subscribe for the Rights Shares have been validly transferred, will constitute a warranty by such person(s) that the cheque or the cashier’s order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque or cashier’s order is dishonoured on first presentation, and in that event the relevant provisional allotment of Rights Shares and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled. No receipt will be issued in respect of any PAL and/or relevant remittance received.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

Subject to the fulfilment of the conditions of the Rights Issue and the Underwriting Agreement not having been terminated or rescinded by the Underwriter, share certificates for the fully-paid Rights Shares are expected to be posted on or before Wednesday, 11 March 2020 to you by ordinary post at your own risk. You, except HKSCC Nominees Limited, will receive one share certificate for all the Rights Shares and/or excess Rights Shares (if any), both in fully-paid form, allotted and 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 or before Wednesday, 11 March 2020. Refund cheques (crossed “**Account Payee Only**”) will be despatched by ordinary post to the registered addresses of the relevant applicants of the Rights Shares at the risk of such applicants.

EXCESS RIGHTS SHARES

Qualifying Shareholders may, by way of excess application, apply for (i) any unsold entitlements to the Right Shares of the Non-Qualifying Shareholders had they been Qualifying Shareholders (if applicable); (ii) aggregation of fractions of the Rights Shares which are not sold (if any); and (iii) any nil-paid Rights Shares provisionally allotted but not validly accepted by the Qualifying Shareholders or otherwise not subscribed for by transferees of nil-paid Rights Shares (if any). Application for excess Rights Shares can be made only by Qualifying Shareholders and apply by completing the EAF and lodging it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares being applied for (rounded up to the nearest 2 decimal places), in accordance with the instructions set out therein with the Registrar, Boardroom Share Registrars (HK) Limited, at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong, so as to be received by not later than 4:00 p.m. on Tuesday, 3 March 2020 (or, under bad weather and/or extreme conditions, such later time and/or date as mentioned in the paragraph headed “Effect of bad weather and/or extreme conditions on the Latest Time for Acceptance” below). All remittances must be made by cheque or cashier’s order in Hong Kong dollars. 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 “**On Real International Holdings Limited — Excess Application**” and crossed “**Account Payee Only**”. No receipt will be given for such remittances.

The Directors will allocate the excess Rights Shares (if any) at their discretion on a pro rata basis in proportion to the number of excess Rights Shares being applied for under each application. No reference will be made to the Rights Shares subscribed through applications by PAL(s) or the existing number of Shares held by Qualifying Shareholders. No preference will be given to top up odd lots to whole board lots. 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.

FRACTIONAL ENTITLEMENTS

The entitlements of Qualifying Shareholders will be rounded down to the nearest whole number and fractional entitlements to Rights Shares will not be provisionally allotted to the Shareholders. The nil-paid Rights Shares representing the aggregate of all the fractions of Rights Shares (rounded down to the nearest whole number) will be provisionally allotted to a nominee or nominees appointed by the Company and, if a premium (net of expenses) can be obtained, will be sold by the nominee or nominees on the Company’s behalf in the market as soon as practicable after the commencement of dealing in the nil-paid Rights Shares and the net proceeds of such sale will be retained by the Company for its own benefit. Any Rights Shares in respect of the unsold fractional entitlements will first be made available for valid excess applications by the Qualifying Shareholders and the balance (if any) will be underwritten by the Underwriter. No odd lot matching services will be provided.

EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE

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:

1. typhoon signal No. 8 (or above);
2. “extreme conditions” caused by super typhoons as announced by the Government of the Hong Kong Special Administrative Region; or
3. a “black” rainstorm warning
 - (i) is/are in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the date of the Latest Time for Acceptance. Instead the Latest Time for Acceptance will be extended to 5:00 p.m. on the same Business Day; or
 - (ii) is/are in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the date of the Latest Time for Acceptance. 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 in Hong Kong at any time between 9:00 a.m. and 4:00 p.m.

If the Latest Time for Acceptance does not take place on the currently scheduled date, the dates mentioned in this section may be affected. Announcement will be made by the Company in such event as soon as possible.

GENERAL

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

Further copies of the Prospectus are available at the Registrar.

All documents, including refund cheques, will be sent by ordinary post at the risks of the relevant applicants or other persons entitled thereto to their registered addresses by the Registrar. Any refund cheques will be drawn in favour of the person named on this form (or in case of joint applicants, the first-named applicant).

This PAL and all acceptances of the offer contained herein shall be governed by and construed in accordance with the laws of Hong Kong.

PERSONAL DATA COLLECTION — PAL

By completing, signing and submitting this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (“**PDPO Ordinance**”) provides the holders of securities with rights to ascertain whether the Company or the Registrar holds their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the PDPO 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 principal place of business in Hong Kong at Ground Floor, 200 Hennessy Road, Wanchai, Hong Kong or as notified from time to time in accordance with the applicable law, for the attention of the company secretary of the Company, or (as the case may be) to the Registrar at its address set out above for the attention of Privacy Compliance Officer.

By Order of the Board
On Real International Holdings Limited
Chan Lung Ming
Chairman and Executive Director



On Real International Holdings Limited

安悅國際控股有限公司

(於開曼群島註冊成立的有限公司)

(股份代號：8245)

敬啟者：

緒言

茲提述安悅國際控股有限公司(「本公司」)日期為二零二零年二月十八日有關供股之章程(「章程」)。除文義另有所指外，章程所界定詞彙與本文件所採用者具有相同涵義。根據章程所載條款及條件及其規限下，董事已向閣下暫定配發若干數目供股股份，基準為於記錄日期(即二零二零年二月十七日(星期一))以閣下名義在本公司股東名冊上登記之每持有兩(2)股已發行之合併股份獲配發一(1)股供股股份，認購價為每股供股股份0.1港元。閣下於記錄日期持有之股份列於表格甲內甲欄，而閣下所獲暫定配發之供股股份數目則列於表格甲內乙欄。

(i)不合資格股東若身為合資格股東可享有之任何供股股份之未出售配額(倘適用)；(ii)所有尚未出售的零碎供股股份(如有)；及(iii)已暫定配發但未獲合資格股東有效接納或未獲未繳股款供股股份受承讓人認購的任何未繳股款供股股份(如有)，將可供合資格股東使用額外申請表格(「額外申請表格」)作出額外申請。章程文件並無亦不會根據香港以外之任何司法權區之任何適用證券法律登記或備案。本公司概無採取任何行動以批准於香港以外任何地區提呈供股股份。

於香港以外任何地區或司法權區並接獲章程或暫定配額通知書或額外申請表格之人士，不得視之為申請供股股份要約或邀請，除非有關要約或邀請可於有關地區或司法權區合法地作出而毋須遵照任何登記或其他法律或監管規定，或該等要約是依賴任何豁免而作出或根據董事會的判斷，該要約在符合有關法律或監管規定方面不會過於繁重。於認購獲分配供股股份或額外供股股份前，在香港以外地區而擬為其利益認購或申請供股股份之任何人士(包括但不限於其任何代理人、託管人、代名人或信託人)，須全面自行遵守所有相關地區或司法權區之法例及規例(包括取得任何政府或其他同意)，並繳付有關地區或司法權區就此而規定繳付之任何稅項、徵稅及其他款項。任何人士接納任何供股股份要約將被視為構成該人士對本公司作出其已全面遵守當地法律及規定之聲明及保證。有關人士如有任何疑問，應諮詢其專業顧問。本公司將不會接納不合資格股東(如有)認購供股股份之申請。倘本公司相信接納任何認購供股股份之申請會觸犯香港以外任何司法權區之適用證券或其他法例或規例，則本公司保留拒絕接納有關申請之權利。

供股股份

供股股份經配發、發行及繳足股款後，將在所有方面與當時已發行合併股份享有同等地位。繳足股款供股股份之持有人將有權收取可能於配發及發行繳足股款供股股份當日或之後宣派、作出或支付之所有未來股息及分派。買賣未繳股款及繳足股款供股股份將須繳付印花稅、聯交所交易費、交易徵費及任何其他香港適用之費用及收費。

倘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，可由供股股份以未繳股款及繳足股款形式各自於聯交所開始買賣日期或由香港結算釐定之有關其他日期起，於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易，須於其後第二個交易日於中央結算系統交收。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。

接納之手續

閣下如欲承購供股股份之全部暫定配額，必須將整份本暫定配額通知書連同表格甲內丙欄所載於接納時應付之全數股款（約整至小數點後兩位數）（以支票或銀行本票形式），最遲須於二零二零年三月三日（星期二）下午四時正（或於惡劣天氣及／或極端情況下，則於下文「惡劣天氣及／或極端情況對最後接納時限的影響」一段所述之較後時間及／或日期）送達過戶處寶德隆證券登記有限公司（地址為香港北角電氣道148號21樓2103B室）並獲過戶處收訖。所有股款須以港元繳付。支票須以香港之持牌銀行戶口開出，或銀行本票須由香港之持牌銀行發出，及註明抬頭人為「**On Real International Holdings Limited — Right Issues**」，並劃線註明「只准入抬頭人賬戶」。繳付股款後，即表示已按本暫定配額通知書及章程所載之條款，並在本公司組織章程大綱及細則的規限下接納供股股份之暫定配額。本公司將不另發股款收據。所有有關本暫定配額通知書之查詢均須寄交上述地址之過戶處。

謹請注意，除非填妥之本暫定配額通知書連同表格甲內丙欄所示之應繳股款於不遲於二零二零年三月三日（星期二）下午四時正（或於惡劣天氣及／或極端情況下，則於下文「惡劣天氣及／或極端情況對最後接納時限的影響」一段所述之較後時間及／或日期）由原承配人或任何已有效承讓暫定配額之人士按上述方式送達過戶處，否則有關暫定配額及其項下之一切權利及配額將被視作放棄並予以取消，而有關供股股份將可供合資格股東以額外申請表格作出申請。即使暫定配額通知書並未遵照暫定配額通知書之相關指示填妥，本公司無需但可全權酌情決定視暫定配額通知書為有效，並使遞交暫定配額通知書之人士或其代表受其約束。本公司可要求有關未填妥之暫定配額通知書申請人於稍後填妥有關表格。

填妥及交回暫定配額通知書將構成有關人士向本公司作出保證及聲明，其已經或將會就暫定配額通知書及其任何接納妥為遵守香港以外所有相關司法權區之一切登記、法例及法規之規定。倘本公司相信接納任何供股股份申請將違反任何司法權區之適用證券法例或其他法例或法規，則本公司保留拒絕受理有關申請之權利。為免生疑問，香港結算或香港中央結算（代理人）有限公司將概不受任何上述聲明或保證規限。

轉讓及分拆

閣下如欲轉讓根據本暫定配額通知書暫定配發予閣下之供股股份之全部認購權，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承讓人或接納閣下轉讓權利之人士。承讓人須填妥及簽署「登記申請表格」（表格丙），並將整份本暫定配額通知書連同表格甲內丙欄所載於接納時應繳之全數股款，最遲須於二零二零年三月三日（星期二）下午四時正（或於惡劣天氣及／或極端情況下，則於下文「惡劣天氣及／或極端情況對最後接納時限的影響」一段所述之較後時間及／或日期）送達過戶處寶德隆證券登記有限公司（地址為香港北角電氣道148號21樓2103B室）並獲過戶處收訖。

所有股款須以港元繳付，而支票須以香港之持牌銀行戶口開出，或銀行本票須由香港之持牌銀行發出，及註明抬頭人為「**On Real International Holdings Limited — Right Issues**」，並劃線註明「只准入抬頭人賬戶」。謹請注意，轉讓閣下認購有關供股股份之權利予承讓人及承讓人接納該等權利須繳付香港印花稅。閣下如僅欲接納閣下之部分暫定配額，或轉讓根據本暫定配額通知書暫定配發予閣下之供股股份之部分認購權，或向超過一名人士轉讓閣下全部或部分權利，則閣下須不遲於二零二零年二月二十四日(星期一)下午四時三十分前將原暫定配額通知書送達過戶處寶德隆證券登記有限公司(地址為香港北角電氣道148號21樓2103B室)予以註銷，過戶處將會註銷原暫定配額通知書並按所需數目發出新暫定配額通知書。新暫定配額通知書將可於交出此份原暫定配額通知書後第二個營業日上午九時正後於過戶處寶德隆證券登記有限公司(地址為香港北角電氣道148號21樓2103B室)領取。謹請注意，轉讓閣下有關於供股股份之認購權予承讓人及承讓人接納該等權利須繳付香港印花稅。即使暫定配額通知書並未遵照暫定配額通知書之相關指示填妥，本公司無需但可全權酌情決定視暫定配額通知書為有效，並使遞交暫定配額通知書之人士或其代表受其約束。本公司可能要求相關申請人其後填妥有關未填妥之暫定配額通知書。

終止包銷協議

終止包銷協議

倘於最後終止時限前，下列任何一項或多項事件或事情發生、出現、存在或生效：

- (1) 於包銷協議簽訂後推出任何新法規，或現有法律或法規(或其司法詮釋)有變，或出現任何性質之其他事件；
- (2) 出現任何本地、全國或國際性之政治、軍事、財務、經濟或其他性質之事件或變動(不論是否構成於包銷協議簽訂後發生或繼續發生之一連串事件或變動之部分)，或任何本地、全國或國際性之敵對行為或武裝衝突爆發或升級，或出現影響本地證券市場之事件或變動；
- (3) 本集團任何成員公司之業務或者財務或貿易狀況於包銷協議簽訂後發生任何重大不利變動；
- (4) 任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、罷工或停工於包銷協議簽訂後發生；
- (5) 聯交所因特殊金融情況或其他理由而全面終止、暫停或嚴格限制股份或合併股份(視情況而定)買賣之情況於包銷協議簽訂後發生或生效；
- (6) 涉及潛在市況變動(包括但不限於香港、中華人民共和國或與本集團任何成員公司有關之其他司法管轄區之財政或貨幣政策或外匯或貨幣市場有變、暫停或限制證券買賣、實施或面對經濟制裁，以及貨幣狀況有變，就本段而言，包括香港貨幣價值與美利堅合眾國貨幣價值掛鈎之制度有變)之任何變動或發展於包銷協議簽訂後發生；或
- (7) 通函及／或章程於刊發時載有本公司未有根據GEM上市規則之要求於包銷協議日期前公開宣佈或公告之資料(包括與本集團業務前景或狀況有關或者與本集團遵守任何法律或GEM上市規則或收購守則或任何適用法規有關)，

而包銷商全權認為有關事件：

- (a) 可能對本集團整體業務或者財務或貿易狀況或者前景造成重大不利影響；或
- (b) 可能對供股成功進行或供股股份之承購水平造成重大不利影響；或
- (c) 令繼續進行供股成為不當、不智或不宜，

則包銷商有權於最後終止時限前，向本公司送達書面通知終止包銷協議。

倘最後終止時限前發生以下情況，包銷商有權發出書面通知以撤銷包銷協議：

- (1) 包銷商得悉包銷協議所載任何保證或承諾有任何違反或在遵守任何義務或承諾方面有任何遺漏；或
- (2) 包銷商得悉發生任何特定事件。

包銷商應於最後終止時限前發出任何有關通知。

供股之條件

供股須待供股成為無條件及包銷商並無於最後終止時限前根據其條款終止包銷協議後方可作實。有關包銷協議之條件之詳情，請參閱章程董事會函件一節「供股的條件」段落。倘供股之條件未能於二零二零年三月六日或本公司與包銷商可能書面協定的相關較後日期前全部獲達成(或獲豁免(倘適用))，屆時供股將不會進行。

支票及銀行本票

所有支票及銀行本票將緊隨收取後即時過戶，而自有關款項產生之所有利息(如有)將撥歸本公司所有。填妥並交回暫定配額通知書連同支付供股股份股款之支票或銀行本票(不論由合資格股東或已獲有效轉讓供股股份認購權的其他人士交回)，將構成有關人士之保證，指支票或銀行本票將於首次過戶時獲兌現。倘支票或銀行本票於首次過戶時未能兌現，在不影響本公司之其他權利之情況下，本公司保留拒絕受理任何暫定配額通知書之權利，且於該情況下，供股股份之有關暫定配額及其項下之一切權利及配額將視作已遭放棄而被註銷。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。

供股之股票及退款支票

待供股條件獲達成及包銷商並無終止或撤銷包銷協議的前提下，所有繳足股款供股股份之股票預期將於二零二零年三月十一日(星期三)或之前以普通郵遞方式寄發予閣下，惟郵誤風險概由閣下自行承擔。除香港中央結算(代理人)有限公司外，閣下將會就配發及發行予閣下之所有供股股份及／或額外供股股份(如有)(均為繳足股款)獲發一張股票。

倘供股被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十一日(星期三)或之前以普通郵遞方式寄發至閣下之登記地址，郵誤風險概由閣下自行承擔。退款支票(劃線註明「只准入抬頭人賬戶」)將以普通郵遞方式寄發至有關供股股份申請人之登記地址，郵誤風險概由有關申請人自行承擔。

額外供股股份

合資格股東可按額外申請之方式申請(i)不合資格股東若身為合資格股東可享有之任何供股股份之未出售配額(倘適用)；(ii)所有尚未出售的零碎供股股份(如有)；及(iii)已暫定配發但未獲合資格股東有效接納或未獲未繳股款供股股份受承讓人認購的任何未繳股款供股股份(如有)。額外供股股份申請僅供合資格股東提出，申請方法為按照其所載指示填妥額外申請表格，並於不遲於二零二零年三月三日(星期二)下午四時正(或於惡劣天氣及／或極端情況下，則於下文「惡劣天氣及／或極端情況對最後接納時限的影響」一段所述之較後時間及／或日期)將表格連同於所申請額外供股股份應繳數額之獨立股款(約整至小數點後兩位數)一併送達過戶處寶德隆證券登記有限公司，地址為香港北角電氣道148號21樓2103B室，並獲其收訖。所有股款須以港元支票或銀行本票繳付。支票須以香港之持牌銀行戶口開出，或銀行本票須由香港之持牌銀行發出，及註明抬頭人為「**On Real International Holdings Limited — Excess Application**」，並劃線註明「**只准入抬頭人賬戶**」。本公司將不另發股款收據。

董事將酌情按與各申請表下所申請之額外供股股份數目成比例之比例基準分配額外供股股份(如有)。不會考慮以暫定配額通知書提出申請而認購之供股股份或由合資格股東持有之現有股份數目。為補足碎股至完整買賣單位而提出之申請將不獲優先處理。謹請注意，交回額外申請表格並不保證合資格股東將獲分配超出其暫定配額之任何供股股份。

零碎配額

合資格股東之配額將下調至最接近之整數，供股股份之零碎配額將不會暫定配發予股東。因彙集所有零碎供股股份(下調至最接近之整數)產生之未繳股款供股股份將暫定配發予本公司委任之一名或多名代名人，及倘在扣除開支後可獲得溢價，則將由代表本公司之一名或多名代名人於未繳股款供股股份開始交易後於市場上在實際可行之情況下盡快出售。有關出售之所得款項淨額將由本公司作為其本身之利益保留。任何未出售之供股股份零碎配額將首先滿足合資格股東作出之有效額外申請，餘下配額(如有)將由包銷商包銷。概不會提供零碎股份的對盤服務。

惡劣天氣及／或極端情況對最後接納時限的影響

倘出現以下情況，則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發生：

1. 八號(或以上)颱風信號；
2. 香港特別行政區政府公佈超強颱風導致「極端情況」；或
3. 「黑色」暴雨警告訊號
 - (i) 於最後接納時限當日香港當地時間中午十二時正之前生效但於中午十二時正之後取消，則最後接納時限將延至同一營業日下午五時正；或
 - (ii) 於最後接納時限當日香港當地時間中午十二時正至下午四時正期間生效，則最後接納時限將改為下一個於香港上午九時正至下午四時正期間的任何時間並無懸掛上述警告訊號的營業日下午四時正。

倘最後接納時限並非於目前計劃日期發生，則本節所述的日期可能會受到影響。在該情況下，本公司將盡快作出公告。

一般事項

本暫定配額通知書連同(如相關)宣稱由獲發本暫定配額通知書人士所簽署之「轉讓及提名表格」(表格乙)一經交回，即確證交回之人士有權處理本暫定配額通知書及收取分拆配額函件及／或有關供股股份之股票。

閣下如需要額外之章程，可於過戶處索取。

所有文件(包括退款支票)將由過戶處以普通郵遞方式寄至有關申請人或其他應得人士之登記地址，郵誤風險概由彼等自行承擔。任何退款支票均以本表格上填上之姓名作為抬頭人(或如屬聯名申請人，則以排名首位之申請人為抬頭人)。

本暫定配額通知書及所有接納其中所載之要約均須受香港法例監管，並按其詮釋。

收集個人資料 — 暫定配額通知書

填妥、簽署及交回本暫定配額通知書，即表示閣下同意向本公司、過戶處及／或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而接納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》(「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處是否持有其個人資料、索取有關資料之副本及更正任何不準確資料。根據個人資料私隱條例，本公司及過戶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之訊息之所有要求，應寄往本公司之香港主要營業地點香港灣仔軒尼詩道200號地下或根據適用法律不時通知之地址，並以本公司之公司秘書為收件人，或(視情況而定)寄往過戶處(於其上述地址)，並以私隱條例事務主任為收件人。

此 致

列位合資格股東 台照

承董事會命
安悅國際控股有限公司
主席兼執行董事
陳龍銘

二零二零年二月十八日