

The whole of this Provisional Allotment Letter must be returned to be valid.

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 (the “**Prospectus**”) dated 10 October 2022 issued by Life Concepts Holdings Limited (the “**Company**”). Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述生活概念控股有限公司(「本公司」)所刊發日期為二零二二年十月十日之供股章程(「供股章程」)。除文義另有所指外，本暫定配額通知書所用詞彙與供股章程所界定者具有相同涵義。

IF YOU ARE IN DOUBT ABOUT ANY OF THE CONTENTS OF THIS PROVISIONAL ALLOTMENT LETTER (“PAL”), OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES OF THE COMPANY, YOU SHOULD CONSULT YOUR STOCKBROKER OR REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本暫定配額通知書(「暫定配額通知書」)任何內容或應採取之行動有疑問，或閣下如已出售或轉讓所有或部份本公司的股份，應諮詢閣下之股票經紀、註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (“EAF”) WILL EXPIRE AT 4:00 P.M. ON MONDAY, 24 OCTOBER 2022 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES” BELOW).

本暫定配額通知書具有價值及可轉讓，務請閣下立即處理。本暫定配額通知書及隨附之額外申請表格(「額外申請表格」)所載要約將於二零二二年十月二十四日(星期一)下午四時正(或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之較後日期及/或時間)結束。

A copy of this PAL, together with a copy of each of the other Prospectus Documents and copies of the documents specified in the paragraph headed “15. Documents delivered to the Registrar of Companies” in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, the Stock Exchange and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of the Prospectus Documents.

本暫定配額通知書副本連同各其他供股章程文件副本以及供股章程附錄三「15. 送呈公司註冊處處長的文件」一段所述之文件副本已根據公司(清盤及雜項條文)條例(香港法例第32章)第342C條之規定送呈香港公司註冊處處長登記。香港公司註冊處處長、聯交所及香港證券及期貨事務監察委員會對供股章程文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this 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，並明確表示概不對因本暫定配額通知書之全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

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 on the Stock Exchange or such other dates as may be determined by HKSCC. You should consult your stockbroker or other licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser(s) for details of those settlement arrangements and how such arrangements may affect your rights and interests. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

待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，可自各自開始於聯交所買賣日期或香港結算釐定的其他有關日期起，在中央結算系統寄存、結算及交收。閣下應就該等交收安排詳情及有關安排對閣下之權利或權益可能造成之影響，諮詢閣下之股票經紀或其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。聯交所參與者之間於任何交易日進行之交易，須於其後第二個交易日在中央結算系統內結算。在中央結算系統內進行之一切活動必須依照不時有效之《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。

The Rights Issue is only underwritten on a best effort and non-fully underwritten basis. Pursuant to the Company’s constitutional documents, the Companies Act, the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) and the GEM Listing Rules, there are no requirements for minimum levels of subscription in respect of the Rights Issue. Subject to fulfillment of the conditions of the Rights Issue, the Rights Issue will proceed regardless of the ultimate subscription level. In the event the Rights Issue is undersubscribed, any Rights Shares not taken up by the Qualifying Shareholders whether under PAL(s) or EAF(s), or transferees of nil-paid Rights Shares or otherwise subscribed by the Underwriter or other subscribers procured by it pursuant to the Underwriting Agreement will not be issued by the Company and the size of the Rights Issue will be reduced accordingly.

供股僅按盡力基準及非悉數包銷基準包銷。根據本公司的組織章程文件、公司法、公司(清盤及雜項條文)條例(香港法例第32章)及GEM上市規則，並無有關供股最低認購水平的規定。待供股的條件獲達成後，不論最終認購水平如何，供股將會進行。倘供股認購不足，本公司將不會發行任何未獲合資格股東(不論根據暫定配額通知書或額外申請表格)或未繳股款供股股份的承讓人或包銷商或其根據包銷協議促使的其他認購人認購的供股股份，而供股的規模將相應縮減。

The Rights Issue is conditional upon the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with its terms. It should also be noted that the Underwriting Agreement contains provisions granting the Underwriter the right to terminate its obligations on the occurrence of certain events. Please refer to the section headed “Termination of the Underwriting Agreement” in the Prospectus for further details. Accordingly, the Rights Issue may or may not proceed. Any dealings in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled, and any Shareholders dealing in the Rights Shares in nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating any dealings in the Shares or Rights Shares in their nil-paid form should exercise caution and are recommended to consult their professional advisers.

供股須待包銷協議成為無條件及包銷商並無根據包銷協議條款終止包銷協議後，方可作實。另請注意，包銷協議載有授予包銷商權利以於發生若干事件時終止其責任之條文。有關進一步詳情，請參閱供股章程「終止包銷協議」一節。因此，供股未必一定會進行。直至供股的所有條件達成之日止期間買賣任何股份，以及買賣未繳股款供股股份的任何股東，將相應承擔供股可能無法成為無條件或可能無法進行的風險。任何擬買賣股份或未繳股款供股股份的股東或其他人士應審慎行事及諮詢其專業顧問意見。

Hong Kong branch share registrar:
香港股份過戶登記分處：
Boardroom Share Registrars (HK)
Limited
2103B, 21/F
148 Electric Road
North Point
Hong Kong

實德隆證券登記有限公司
香港
北角
電氣道148號
21樓2103B室

Life Concepts Holdings Limited 生活概念控股有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)
(於開曼群島註冊成立並於百慕達存續的有限公司)
(Stock Code: 8056)
(股份代號: 8056)

RIGHTS ISSUE ON THE BASIS OF THREE (3) RIGHTS SHARE FOR EVERY TWO (2) ADJUSTED SHARES HELD ON THE RECORD DATE AT THE SUBSCRIPTION PRICE OF HK\$0.04 PER RIGHTS SHARE PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER THAN 4:00 P.M.

ON MONDAY, 24 OCTOBER 2022

按於記錄日期每持有兩(2)股經調整股份
可獲發三(3)股供股股份的基準
以認購價為每股供股股份0.04港元進行供股
股款須於接納時(不遲於二零二二年十月二十四日(星期一)下午四時正)全數繳足

PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

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

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

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BOX A 甲欄 (Note 1 附註1)

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BOX B 乙欄 (Note 2 附註2)

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BOX C 丙欄 (Note 3 附註3)

HK\$ 港元

Note 1 Total number of Shares registered in your name(s) on 7 October 2022

附註1 於二零二二年十月七日登記於閣下名下之股份總數

Note 2 Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Monday, 24 October 2022

附註2 暫定配發予閣下之供股股份數目，接納之全數款項須於二零二二年十月二十四日(星期一)下午四時正前繳足

Note 3 Total subscription monies payable on acceptance in full

附註3 於接納時須全數繳足之認購款項總額

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

Contact telephone number:
聯絡電話號碼: _____

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

Any payments for Rights Shares should be rounded up to 2 decimal points.
供股股份之任何付款款項應約整至兩個小數點。

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT, HONG KONG AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT. 在轉讓本文件所指供股股份的認購權時，每宗買賣均須繳付香港從價印花稅。除出售以外，餽贈或轉讓實益權益亦須繳付香港從價印花稅。在本文件所指之任何供股股份配額轉讓登記之前，須出示已繳付香港從價印花稅之證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION 轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of its/his/her/their right(s) to subscribe for the Rights Shares set out in Box B of Form A)
(僅供有意轉讓表格甲中乙欄所列其全部供股股份認購權之合資格股東填寫及簽署)

To: The Directors
Life Concepts Holdings Limited
致：生活概念控股有限公司
列位董事

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

敬啟者：
本人/吾等謹將本暫定配額通知書所列本人/吾等供股股份的認購權全數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

1. _____ 2. _____ 3. _____ 4. _____

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

Date:
日期：_____ 2022

Hong Kong ad valorem stamp duty shall be payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.

填妥此表格後，有關轉讓供股股份認購權的轉讓人及承讓人須就轉讓認購供股股份的權利支付香港從價印花稅。

Form C
表格丙

REGISTRATION APPLICATION FORM 登記申請表格

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

To: The Directors
Life Concepts Holdings Limited
致：生活概念控股有限公司
列位董事

Dear Sirs and Madams,
I/We request you to register the number of Rights Shares mentioned in Box B in Form A in my/our name(s). I/we agree to accept the same on the terms set out in this PAL and the accompanying Prospectus and subject to the Bye-laws of the Company.

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

		Existing Shareholder(s) please mark "X" in this box 現有股東請在欄內填上「X」號「X」號	<input type="checkbox"/>
To be completed in BLOCK letters. 請用正楷填寫。			
Name in English 英文姓名	Family name/Company name 姓氏/公司名稱 Other name(s) 名字	Name in Chinese 中文姓名	
Name continuation and/or name(s) of joint applicant(s) in English (if any) 續姓名及/或聯名申請人英文姓名(如有)			
Address in English (joint applicants should give the address of the first-named applicant only) 英文地址 (聯名申請人僅須填寫排名首位之申請人之地址)			
Occupation 職業		Telephone number 電話號碼	
Dividend instructions 派息指示			
Name and address of bank 銀行名稱及地址			Bank account number 銀行賬戶號碼

1. _____ 2. _____ 3. _____ 4. _____

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

Date:
日期：_____ 2022

Hong Kong ad valorem stamp duty shall be payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.

填妥此表格後，有關轉讓供股股份認購權的轉讓人及承讓人須就轉讓認購供股股份的權利支付香港從價印花稅。

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To accept this provisional allotment of the Rights Shares in full, you must lodge this original 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 banker's cashier orders, in Hong Kong dollars for the full amount shown in Box C above so as to be received by not later than 4:00 p.m. on Monday, 24 October 2022 (or such later date and/or time as mentioned under the paragraph headed “*Effect of bad weather on the latest time for acceptance of and payment for the Rights Shares*” overleaf). All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to “LIFE CONCEPTS HOLDINGS LIMITED - PAL - RIGHTS ISSUE ACCOUNT” and crossed “ACCOUNT PAYEE ONLY”.

Instructions on transfer and splitting are set out overleaf. No receipt will be given for such remittances.

The Rights Issue is conditional upon, among others, the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with the terms thereof (a summary of which is set out in the section headed “Termination of the Underwriting Agreement” in the Prospectus). Accordingly, the Rights Issue may or may not proceed.

Shares have been dealt in on an ex-rights basis from Wednesday, 28 September 2022. Dealings in the Rights Shares in nil-paid form are expected to take place from Wednesday, 12 October 2022 to Wednesday, 19 October 2022 (both dates inclusive). Any dealings in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled, which is expected to be no later than 4:00 p.m. on Tuesday, 25 October 2022, and any Shareholders dealing in the Rights Shares in nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating any dealings in the Shares or Rights Shares in their nil-paid form are recommended to consult their professional advisers.

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; and
- agrees that this PAL, and the resulting contract upon acceptance, will be governed by and construed in accordance with Hong Kong law.

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

閣下如全數接納此供股股份之暫定配額，必須將本暫定配額通知書正本連同以港元繳付上列丙欄所示之全數股款之支票或銀行本票，於二零二二年十月二十四日(星期一)下午四時正(或背頁「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」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。所有股款須以港元繳付，並以由香港持牌銀行戶口開出之支票或由香港持牌銀行發出之銀行本票支付，註明抬頭人為「LIFE CONCEPTS HOLDINGS LIMITED - PAL - RIGHTS ISSUE ACCOUNT」及以「只准入抬頭人賬戶」劃線方式開出。

有關轉讓及分拆之指示載於背頁。本公司不會就有關股款發出收據。

供股須待包銷協議成為無條件及包銷商並無根據包銷協議條款終止包銷協議後(其概要載於供股章程「終止包銷協議」一節)，方可作實。因此，供股未必一定會進行。

股份已自二零二二年九月二十八日(星期三)起按除權基準買賣。未繳股款供股股份預期於二零二二年十月十二日(星期三)至二零二二年十月十九日(星期三)(包括首尾兩日)期間進行買賣。直至供股的所有條件達成之日止期間(預計不遲於二零二二年十月二十五日(星期二)下午四時正)買賣任何股份，以及買賣未繳股款供股股份的任何股東，將相應承擔供股可能無法成為無條件或可能無法進行的風險。任何擬買賣股份或未繳股款供股股份的股東或其他人士應諮詢其專業顧問意見。

接納本暫定配額通知書所載的暫定配額的每位人士：

- 均確認彼已閱讀供股章程所載的條款及條件以及接納手續，並同意受其約束；及
- 同意本暫定配額通知書及因接納而產生之合約將受香港法律監管及據之詮釋。

**每份申請須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**



LIFE CONCEPTS

Life Concepts Holdings Limited

生活概念控股有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(於開曼群島註冊成立並於百慕達存續的有限公司)

(Stock Code: 8056)

(股份代號: 8056)

Dear Qualifying Shareholders,

10 October 2022

INTRODUCTION

Reference is made to the prospectus (the “**Prospectus**”) dated 10 October 2022 issued by Life Concepts Holdings Limited (the “**Company**”). Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the Rights Shares on the basis of three (3) Rights Share for every two (2) Adjusted Shares registered in your name on the register of members of the Company as at the Record Date (i.e. 7 October 2022) at a Subscription Price of HK\$0.04 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A in Form A and the total number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

The Rights Shares, when allotted, issued and fully paid, will rank *pari passu* in all respects with the 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, after the date of allotment and issue of the Rights Shares in their fully-paid form.

Any Rights Shares provisionally allotted but not accepted, will be made available for excess application on EAFs by the Qualifying Shareholders using the accompanying form of application for excess Rights Shares.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment and entitlements in full, you must lodge the whole of this PAL in accordance with the instructions printed herein intact with the Registrar at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong, together with a remittance for the full amount payable on acceptance, as set out in Box C in Form A, so as to be received by no later than 4:00 p.m. on Monday, 24 October 2022 (or such later date and/or time as mentioned in the paragraph headed “Effect of bad weather on the latest time for acceptance of and payment for the Rights Shares” below). All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or banker’s cashier orders must be issued by, a licensed bank in Hong Kong and made payable to “**LIFE CONCEPTS HOLDINGS LIMITED - PAL - RIGHTS ISSUE ACCOUNT**” and crossed “**ACCOUNT PAYEE ONLY**”. Such payment will constitute acceptance of the provisional allotment and entitlements on the terms of this PAL and the Prospectus and subject to the Bye-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with the PAL should be addressed to the Registrar at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong.

It should be noted that unless this PAL, duly completed, together with the appropriate remittance shown in Box C in Form A, has been lodged as described above by no later than 4:00 p.m. on Monday, 24 October 2022 (or such later date and/or time as mentioned in the paragraph headed “Effect of bad weather on the latest time for acceptance of and payment for the Rights Shares” below), whether lodged by the original allottee or any person to whom the provisional allotment has been validly transferred, this provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled. The Company may, at its sole and absolute discretion, treat this PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

Completion and lodgment of this PAL will constitute a warranty and representation by you to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong, in connection with the PAL and any acceptance of provisionally allotted Rights Shares, have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. If you are in doubt as to your position, you should consult your stockbroker or registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

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) in this PAL, and hand this PAL to the transferee(s) or persons through whom you are transferring your rights. The transferee(s) must then complete and sign the Registration Application Form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C in Form A with the Registrar at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong, so as to be received by no later than 4:00 p.m. on Monday, 24 October 2022 (or such later date and/or time as mentioned in the paragraph headed “Effect of bad weather on the latest time for acceptance of and payment for the Rights Shares” below). All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, or banker’s cashier orders must be issued by, a licensed bank in Hong Kong and made payable to “**LIFE CONCEPTS HOLDINGS LIMITED - PAL - RIGHTS ISSUE ACCOUNT**” and crossed “**ACCOUNT PAYEE ONLY**”. No receipt will be given for such remittances.

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

SPLITTING

If you wish to accept only part of your provisional allotment or to transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you to more than one person, the original PAL must be surrendered and lodged for cancellation together 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 stated in Box B of this PAL), by no later than 4:30 p.m. on Friday, 14 October 2022 with the Registrar at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong, who will cancel the original PAL and issue new PAL(s) in the denominations required, which will be available for collection at the office of the Registrar at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

FRACTIONS OF THE RIGHTS SHARES

The Company will not provisionally allot and issue and will not accept application for any fraction of the Rights Shares and the entitlements of the Qualifying Shareholders will be rounded down to the nearest whole number. Any Rights Shares created from the aggregation of fractions of the Rights Shares will be made available for excess application by the Qualifying Shareholders as described in the paragraph headed “Application for Excess Rights Shares” below. Should there be no excess application by the Qualifying Shareholders, those Rights Shares created from the aggregation of fraction of the Rights Shares may or may not be taken up by the Underwriter.

APPLICATION FOR EXCESS RIGHTS SHARES

Qualifying Shareholders are entitled to apply for, by way of excess application, (i) any unsold Rights Shares created by aggregating fractions of the Rights Shares; (ii) any unsold entitlements to the Rights Shares of the Excluded Shareholder(s) (if any); and (iii) any nil-paid Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders or otherwise subscribed for by transferees of nil-paid Rights Shares.

If you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you must complete and sign the accompanying EAF in accordance with the instructions printed thereon and lodge it, together with a separate remittance for the full amount payable on application in respect of the Excess Rights Shares applied for, with the Registrar at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong, by no later than 4:00 p.m. on Monday, 24 October 2022 (or such later date and/or time as mentioned in the paragraph headed “Effect of bad weather on the latest time for acceptance of and payment for the Rights Shares” below). 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 “**LIFE CONCEPTS HOLDINGS LIMITED - EAF - RIGHTS ISSUE ACCOUNT**” and crossed “**ACCOUNT PAYEE ONLY**”. No receipt will be given for such remittances.

The Directors will allocate the excess Rights Shares at their discretion, on a fair and equitable basis, to the Qualifying Shareholders who apply for them on a pro rata basis by reference to the number of the excess Rights Shares applied for under each application. No reference will be made to the Rights Shares subscribed through applications by PALs or the existing number of Shares held by Qualifying Shareholders. No preference will be given to applications for topping up odd-lot holdings to whole lot holdings. It should be noted that the lodging of the EAF does not assure the Qualifying Shareholder of being allocated any Rights Shares in excess of those of his/her/its provisional allotments.

CHEQUES AND BANKER'S CASHIER ORDERS

All cheques or 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. No receipt will be given in respect of any application monies received. Completion and return of this PAL with a cheque or a cashier's order will constitute a warranty by such person 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 cheque or cashier's order is dishonoured on first presentation, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS SHARES

Subject to the fulfillment of the conditions of the Rights Issue, share certificates for all fully paid Rights Shares are expected to be posted on or before Tuesday, 1 November 2022 by ordinary post to the allottees, at their own risk, to their registered addresses. Each Shareholder will receive one share certificate for all allotted Shares. Refund cheques in respect of wholly or partially unsuccessful applications for the excess Rights Shares (if any) are expected to be posted on or before Tuesday, 1 November 2022 by ordinary post to the applicants, at their own risk, to their registered addresses.

If the Underwriter exercises its rights to terminate the Underwriting Agreement on or before the Latest Time for Termination and/or any of the conditions of the Rights Issue is not fulfilled and/or waived (as the case may be), the Rights Issue will not proceed. Under such circumstances, the remittance received in respect of the relevant provisional allotments of Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in the 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 the risk of such Qualifying Shareholders or such other persons to their registered addresses by the Registrar on or before Tuesday, 1 November 2022.

TERMINATION OF THE UNDERWRITING AGREEMENT

If, prior to the Latest Time for Termination:

- (i) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the reasonable opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (ii) any material adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction on trading in securities) occurs which in the reasonable opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (iii) any material change in the circumstances of the Company or any member of the Group which in the reasonable opinion of the Underwriter will 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 of member of the Group or the destruction of any material asset of the Group; or
- (iv) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion or unrest, fire, flood, explosion, epidemic, pandemic, terrorism, strike or lock-out which would, in the reasonable opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole; or

- (v) in the reasonable opinion of the Underwriter, there occurs any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not ejusdem generis with any of the foregoing; or
- (vi) any matter which, had it arisen or been discovered immediately before the Prospectus Posting Date and not having been disclosed in the Prospectus Documents, would have constituted, in the reasonable opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (vii) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than twenty (20) consecutive trading days otherwise than due to or in connection with or in relation to the Underwriting Agreement and/or the Rights Issue and excluding any suspension in connection with the clearance of the announcement or other matters in connection with the Underwriting Agreement and/or the Rights Issue, or
- (viii) the Prospectus Documents when published contains 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 any applicable regulations) which has not prior to the date hereof been publicly announced or published by the Company and which may in the reasonable opinion of the Underwriter be material to the Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue.

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

If the Underwriter terminates the Underwriting Agreement, the Rights Issue will not proceed. A further announcement would be made by the Company if the Underwriting Agreement is terminated by the Underwriter.

EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES

The latest time for acceptance of and payment for the Rights Shares will not take place if there is a tropical cyclone warning signal number 8 or above, a "black" rainstorm warning issued by the Hong Kong Observatory, and/or "extreme" conditions caused by super typhoons as announced by the Hong Kong Government:

- (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on Monday, 24 October 2022. Instead the latest time for acceptance of and payment for the Rights Shares will be extended to 5:00 p.m. on the same Business Day; or
- (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on Monday, 24 October 2022. Instead the latest time for acceptance of and payment for the Rights Shares will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force in Hong Kong at any time between 9:00 a.m. and 4:00 p.m.

If the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares does not take place on Monday, 24 October 2022, the dates mentioned in the section headed "Expected timetable" in the Prospectus may be affected. An announcement will be made by the Company in such event.

RIGHTS ISSUE ON A BEST EFFORT AND NON-FULLY UNDERWRITTEN BASIS

Pursuant to the Underwriting Agreement, the Rights Issue is only underwritten by the Underwriter on a best effort and non-fully underwritten basis. Any Shareholder who applies to take up all or part of his entitlement under the PAL or apply for the Excess Rights Shares under the EAF may also unwittingly incur an obligation to make a general offer under the Takeovers Code.

Accordingly, the Rights Issue will be made on terms that the Company will provide for the Shareholders (other than HKSCC Nominees Limited) to apply on the basis that if the Rights Shares are not fully taken up, the application of any Shareholder for his/her/its assured entitlement under the Rights Issue will be scaled down to a level which does not trigger an obligation on the part of the relevant Shareholder to make a general offer under the Takeovers Code in accordance to the note to Rule 10.26(2) of the GEM Listing Rules. Investors are advised to exercise caution when dealing in the Shares. There is no minimum amount to be raised under the Rights Issue.

DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS

This PAL shall only be sent to the Qualifying Shareholders.

No action has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus Documents or any other documents issued in connection with the Rights Issue in any jurisdiction other than Hong Kong. No person receiving the Prospectus, PAL or EAF in any territory outside Hong Kong may treat it as an offer or invitation to take up the Rights Shares or apply for excess Rights Shares, except in a territory where such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. It is the responsibility of persons outside Hong Kong wishing to take up or make an application for the Rights Shares to satisfy himself/herself/itself/themselves, before accepting any provisional allotment of Rights Shares or applying for excess Rights Shares, as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory in connection therewith without prejudice to the foregoing.

For avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited, who subscribe the Rights Shares on behalf of CCASS participants, will give or be subject to any of the above representations and warranties. If you are in doubt as to your position, you should consult your own professional advisers.

The Company reserves the right to refuse to accept any application for Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

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 PALs and/or the share certificates for Rights Shares.

Copies of the Prospectus giving details of the Rights Issue are available from the Registrar at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong during normal business hours.

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

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 the personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides you with rights to ascertain whether the Company or the Registrar hold your personal data, to obtain a copy of that data and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its principal place of business in Hong Kong at Suites 1701-3, 17th Floor, Chinachem Hollywood Centre, 1,3,5,7,9,11 and 13 Hollywood Road, Central, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company, or (as the case may be) to the Registrar at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong, for the attention of Personal Data Privacy Officer.

Yours faithfully,
By order of the Board
Life Concepts Holdings Limited
James Fu Bin Lu
Chairman, Executive Director and Chief Executive Officer



LIFE CONCEPTS

Life Concepts Holdings Limited 生活概念控股有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)
(於開曼群島註冊成立並於百慕達存續的有限公司)

(Stock Code: 8056)
(股份代號: 8056)

致合資格股東：

二零二二年十月十日

序言

茲提述生活概念控股有限公司(「本公司」)所刊發日期為二零二二年十月十日之供股章程(「供股章程」)。除文義另有所指外，本暫定配額通知書所用詞彙與供股章程所界定者具有相同涵義。

根據供股章程所載條款及在其所載條件規限下，董事已向閣下暫定配發供股股份，基準為按於記錄日期(即二零二二年十月七日)以閣下名義在本公司股東名冊內登記之每兩(2)股經調整股份可獲發三(3)股供股股份，認購價為每股供股股份0.04港元。閣下於記錄日期所持股份數目載於表格甲的甲欄，而暫定配發予閣下之供股股份總數則載於表格甲的乙欄。

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的股份享有同等權利。繳足股款供股股份持有人將有權收取於繳足股款供股股份配發及發行日期之後可能宣派、作出或支付的所有未來股息及分派。

任何暫定配發但未被接納的供股股份將可供合資格股東使用隨附的額外供股股份申請表格(額外申請表格)作出額外申請。

接納及付款手續

閣下如欲承購全數暫定配額，則不遲於二零二二年十月二十四日(星期一)下午四時正(或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期及/或時間)，根據本暫定配額通知書所載指示將整份暫定配額通知書連同表格甲內丙欄所列接納時應付之全數股款交回過戶登記處，地址為香港北角電氣道148號21樓2103B室。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「**LIFE CONCEPTS HOLDINGS LIMITED - PAL - RIGHTS ISSUE ACCOUNT**」，且須以「**只准入抬頭人賬戶**」劃線方式開出。有關付款將構成接納本暫定配額通知書的暫定配額及供股章程之條款，並受本公司細則所規限。繳付有關股款將不會獲發收據。有關暫定配額通知書的所有查詢應寄往過戶登記處，地址為香港北角電氣道148號21樓2103B室。

務請注意，除非填妥的本暫定配額通知書連同表格甲內丙欄所示之適當股款已如上文所述不遲於二零二二年十月二十四日(星期一)下午四時正(或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期及/或時間)交回(無論由原獲配發人或已有效獲轉讓權利的任何人士遞交)，否則本暫定配額及其項下之一切有關權利將被視作放棄及予以取消。即使按上述規定交回之暫定配額通知書並未按有關指示填妥，本公司可全權及絕對酌情決定將本暫定配額通知書視為有效，並對遞交通知書之人士或其代表具約束力。本公司可要求有關未有按指示填妥暫定配額通知書之申請人於稍後填妥有關通知書。

填妥及交回本暫定配額通知書即表示閣下向本公司保證及聲明已經或將會遵守除香港以外所有相關司法權區內有關暫定配額通知書及任何暫定配發供股股份的接納之所有註冊、法定及監管規定。為免生疑，香港結算或香港中央結算(代理人)有限公司概不受限於任何聲明及保證規限。倘閣下對本身的情況有疑問，應諮詢閣下之股票經紀、註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

轉讓

閣下如欲將全部暫定配發予 閣下之供股股份認購權轉讓，須填妥及簽署本暫定配額通知書內轉讓及提名表格(表格乙)，並將本暫定配額通知書交予認購權之承讓人或轉讓經手人。其後，承讓人須不遲於二零二二年十月二十四日(星期一)下午四時正(或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期及／或時間)將登記申請表格(表格丙)填妥，然後將整份暫定配額通知書連同表格甲丙欄所列接納時應付之全數股款交回過戶登記處，地址為香港北角電氣道148號21樓2103B室。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「**LIFE CONCEPTS HOLDINGS LIMITED - PAL - RIGHTS ISSUE ACCOUNT**」，且須以「只准入抬頭人賬戶」劃線方式開出。繳付有關股款將不會獲發收據。

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

分拆

閣下如僅欲接納部分暫定配額或轉讓本通知書所述獲暫定配發可認購供股股份之部分權利，或將認購暫時配發予 閣下的供股股份的所有權利轉讓予一位以上之人士，須不遲於二零二二年十月十四日(星期五)下午四時三十分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的未繳股款供股股份數目(兩者合計應相等於原有暫定配額通知書內乙欄所述暫定配發予 閣下的供股股份數目)的信件交回及呈交過戶登記處以供註銷，地址為香港北角電氣道148號21樓2103B室，以便過戶登記處註銷原有暫定配額通知書，並按所需數額發出新暫定配額通知書。新暫定配額通知書可於 閣下交回原有暫定配額通知書後第二個營業日上午九時正後在過戶登記處辦事處(地址為香港北角電氣道148號21樓2103B室)領取。

供股股份碎股

本公司將不會暫定配發及發行且將不會接納任何供股股份碎股的申請，而合資格股東的配額將向下約整至最接近的整數。誠如下文「申請額外供股股份」一段所述，匯集供股股份碎股所產生的任何供股股份將可供合資格股東作出額外申請。倘合資格股東並無作出額外申請，匯集供股股份碎股所產生的該等供股股份未必會由包銷商承購。

申請額外供股股份

合資格股東可以額外申請的方式申請：(i) 透過匯集供股股份碎股所產生的任何未售供股股份；(ii) 除外股東的任何未售供股股份配額(如有)；及(iii) 已暫定配發但未獲合資格股東接納或未獲未繳股款供股股份承讓人另行認購的任何未繳股款供股股份。

閣下如欲申請認購暫定配發予 閣下者以外之任何供股股份，必須按隨附之額外申請表格印列之指示將其填妥及簽署，並連同所申請認購額外供股股份須另行支付之全數股款，於二零二二年十月二十四日(星期一)下午四時正(或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期及／或時間)前交回過戶登記處，地址為香港北角電氣道148號21樓2103B室。所有股款須以港元繳付，並須以香港持牌銀行賬戶開出之支票或發出之銀行本票支付，並註明抬頭人為「**LIFE CONCEPTS HOLDINGS LIMITED - EAF - RIGHTS ISSUE ACCOUNT**」，且須以「只准入抬頭人賬戶」劃線方式開出。繳付有關股款將不會獲發收據。

董事將以公平及公正基準酌情配發額外供股股份，參考每份申請下所申請的額外供股股份數目，按比例將任何額外供股股份配發予作出申請的合資格股東。概不會參考透過暫定配額通知書申請認購的供股股份，或合資格股東所持有的現有股份數目。概不會優先處理為補足所持碎股至完整買賣單位的申請。應注意，遞交額外申請表格並不保證合資格股東會獲分配任何超出其暫定配額的供股股份。

支票及銀行本票

所有支票或銀行本票將於收訖後隨即過戶，而該等股款所賺取的所有利息(如有)將撥歸本公司所有。本公司將不會就所收取的任何申請股款發出收據。填妥並交回暫定配額通知書連同支票或銀行本票，即表示該人士保證該支票或銀行本票將於首次過戶時獲兌現。

在不影響本公司與此有關的其他權利的情況下，本公司保留權利拒絕受理任何支票或銀行本票於首次過戶時未獲兌現的暫定配額通知書，而在該情況下，該暫定配額及其項下一切權利將被視作放棄並予以註銷。

供股股份的股票及退款支票

待供股的條件獲達成後，預期全部繳足股款供股股份的股票將於二零二二年十一月一日(星期二)或之前以普通郵遞方式寄往承配人的登記地址，郵誤風險概由彼等自行承擔。每名股東將就所有獲配發股份收到一張股票。預期全部或部分未成功的額外供股股份申請(如有)的退款支票將於二零二二年十一月一日(星期二)或之前以普通郵遞方式寄往申請人的登記地址，郵誤風險概由彼等自行承擔。

倘包銷商於最後終止時限或之前行使其權利終止包銷協議，及／或供股的任何條件未獲達成及／或豁免(視情況而定)，則供股將不會進行。在該情況下，則就供股股份相關暫定配額所收取股款將於二零二二年十一月一日(星期二)或之前以支票(不計利息)方式退還予合資格股東或已獲有效轉讓未繳股款供股股份的有關其他人士或(倘為聯名接納人)名列首位的人士，有關支票將由過戶登記處以普通郵遞方式寄往該等合資格股東或該等其他人士的登記地址，郵誤風險概由彼等自行承擔。

終止包銷協議

倘於最後終止時限前：

- (i) 包銷商合理認為，供股的成功進行將受到下列事件的重大不利影響：
 - (a) 頒佈任何新法例或法規或現時的法律或法規(或其有關司法詮釋)出現任何變動或出現任何其他事件(不論其性質)，而包銷商合理認為令本集團的整體業務或財務或經營狀況或前景受到重大不利影響，或對供股造成重大不利影響；或
 - (b) 任何地方、國家或國際間發生有關政治、軍事、金融、經濟或其他性質(無論是否與任何上述者屬同一類別)的事件或變動(無論是否為在本通函日期之前及／或之後發生或持續發生的一連串事件或變動之其中一部分)，或任何地方、國家或國際間爆發敵對衝突或武裝衝突或衝突升級，或發生可影響本地證券市場的事件，而包銷商合理認為可能令本集團整體業務或財務或經營狀況或前景受到重大不利影響或令供股的成功進行受到重大不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (ii) 市場狀況出現任何重大不利變動(包括但不限於財政或貨幣政策或外匯或貨幣市場的任何變動、證券買賣被暫停或受到重大限制)，而包銷商合理認為可能對供股的成功進行造成重大或不不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (iii) 本公司或本集團任何成員公司的情況出現任何重大變動，而包銷商合理認為將令本公司的前景受到不利影響，包括(但不限於上述一般性情況)本集團任何成員公司被提出清盤呈請或通過決議案清算或清盤或出現類似事件或本集團任何重大資產被損毀；或
- (iv) 任何不可抗力事件，包括(但不限於上述一般性情況)任何天災、戰爭、暴動、動亂、騷亂或動蕩、火災、水災、爆炸、疫症、流行病、恐怖活動、罷工或停工，而包銷商合理認為將令本集團整體業務或財務或經營狀況或前景受到重大不利影響；或

- (v) 包銷商合理認為出現有關本集團整體業務或財務或經營狀況或前景的任何其他重大不利變動(無論是否與上述任何一項屬同一類別)；或
- (vi) 任何事件倘於緊接章程寄發日期前出現或發現，惟並無於供股章程文件內披露，而包銷商合理認為將對供股而言構成重大遺漏者；或
- (vii) 聯交所於二十(20)個連續交易日以上期間全面暫停證券買賣或暫停本公司證券的買賣(因或與包銷協議及／或供股相關者及涉及審批有關包銷協議及／或供股的本公告或其他事宜而暫停買賣者則除外)；或
- (viii) 供股章程文件刊發時載有於本通函日期之前未經本公司公開宣佈或刊發的資料(不論是關於本集團的業務前景或狀況或關於本集團遵守任何法例或GEM上市規則或任何適用規例)，而包銷商可能合理認為在供股完成後對本集團整體而言屬重大，並很可能對成功進行供股造成重大不利影響。

包銷商有權於最後終止時限前向本公司發出書面通知終止包銷協議。

倘包銷商終止包銷協議，則將不會進行供股。倘包銷商終止包銷協議，本公司將另行作出公告。

惡劣天氣對接納供股股份及繳付股款之最後時限之影響

倘香港天文台發出八號或以上熱帶氣旋警告信號或「黑色」暴雨警告信號，及／或香港政府宣佈超強颱風引起的「極端」情況，則接納供股股份及繳付股款的最後時限將不會進行：

- (i) 於香港本地時間二零二二年十月二十四日(星期一)中午十二時正之前生效但於中午十二時正之後取消。接納供股股份及繳付股款的最後時限將順延至同一營業日下午五時正；或
- (ii) 於香港本地時間二零二二年十月二十四日(星期一)中午十二時正至下午四時正期間生效。接納供股股份及繳付股款的最後時限將改期至該等警告信號並無於上午九時正至下午四時正期間於香港生效的下一個營業日下午四時正。

倘接納供股股份及繳付股款以及申請額外供股股份及繳付股款的最後時限並無於二零二二年十月二十四日(星期一)落實，則供股章程「預期時間表」一節所述的日期可能會受到影響。在該情況下，本公司將作出公佈。

按盡力及非悉數包銷基準供股

根據包銷協議，包銷商僅按盡力及非悉數包銷基準包銷供股。任何股東如根據暫定配額通知書申請承購其全部或部分配額或根據額外申請表格申請額外供股股份，亦可能會在不知情的情況下產生根據收購守則提出全面要約之責任。

因此，供股將按以下條款進行：本公司將就股東(香港中央結算(代理人)有限公司除外)的申請作出規定，倘供股股份未獲悉數承購，根據GEM上市規則第10.26(2)條的附註，任何股東申請承購其於供股項下的保證配額將縮減至不會觸發相關股東根據收購守則提出全面收購要約責任的水平。投資者於買賣股份時務請審慎行事。並無就供股設定最低籌資額。

派發本暫定配額通知書及其他供股章程文件

本暫定配額通知書僅向合資格股東寄發。

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

為免生疑，代表中央結算系統參與者認購供股股份的香港結算及香港中央結算(代理人)有限公司將概不作出或受限於任何上述聲明及保證。倘閣下對本身的情況有疑問，應諮詢閣下本身的專業顧問。

倘本公司相信接納任何供股股份申請會違反任何司法權區的適用證券或其他法律或法規，則其保留權利拒絕接納有關申請。

一般事項

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

載有供股詳情的供股章程可於一般辦公時間內向過戶登記處(地址為香港北角電氣道148號21樓2103B室)查閱。

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

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隨附之表格，即表示閣下同意向本公司、過戶登記處及／或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而接納暫定配發之供股股份之人士之任何資料。《個人資料(私隱)條例》(香港法例第486章)賦予閣下權利，可確定本公司或過戶登記處是否持有閣下個人資料、索取有關資料之副本及更正任何不準確之資料。根據《個人資料(私隱)條例》，本公司及過戶登記處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往本公司之香港主要營業地點(地址為香港中環荷李活道1、3、5、7、9、11及13號華懋荷李活中心十七樓1701-3室)或根據適用法律不時通知之地點並以本公司之公司秘書或(視情況而定)過戶登記處(地址為香港北角電氣道148號21樓2103B室)的個人資料私隱主任為收件人。

承董事會命
生活概念控股有限公司
主席、執行董事及行政總裁
James Fu Bin Lu