

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)
(Stock Code: 8056)

Hong Kong Branch Share Registrar:
 Boardroom Share Registrars (HK)
 Limited
 2103B, 21/F
 148 Electric Road
 North Point
 Hong Kong

Registered office:
 Canon's Court
 22 Victoria Street
 Hamilton
 HM 12, Bermuda

*Principal Place of Business
 in Hong Kong:*
 Suites 1701-3, 17th Floor
 Chinachem Hollywood Centre
 1,3,5,7,9,11 and 13 Hollywood Road
 Central, Hong Kong

**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**

FORM OF APPLICATION FOR EXCESS RIGHTS SHARES

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

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

Total number of excess Rights Share(s) applied for

BOX A

Total subscription monies paid for the excess Rights Share(s)

BOX B
 HK\$

To: **The Directors**
Life Concepts Holdings Limited

Dear Sirs and Madams,

I/We, being the Qualifying Shareholder(s) named above, hereby irrevocably apply for excess Rights Share(s) (write the number of shares in Box A) at the Subscription Price of HK\$0.04 per Rights Share under the Rights Issue. I/We enclose a separate remittance by cheque or banker's cashier order in favour of "LIFE CONCEPTS HOLDINGS LIMITED - EAF - RIGHTS ISSUE ACCOUNT" and crossed "ACCOUNT PAYEE ONLY" for the amount as specified in Box B, being payment in full on application for the aforementioned number of excess Rights Shares. I/We hereby request you to allot such excess Rights Shares applied for, or any lesser number as determined by the Directors, to me/us and to send by ordinary post at my/our risk to my/our address shown on the register of members of the Company my/our share certificate(s) for the number of excess Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any application money refundable to me/us. I/We understand 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. I/We acknowledge that I am/we are not guaranteed to be allotted all or any of the excess Rights Shares applied for. I/We also understand that beneficial owners whose Shares are held by a nominee company, or which are held in CCASS, will be regarded as a single Shareholder according to the register of members of the Company.

I/We hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Prospectus and the PAL and subject to the Bye-laws of the Company. In respect of any excess Rights Shares allotted to me/us, I/we authorise you to place my/our name(s) on the register of members of the Company as holder(s) of such Rights Shares.

1. 2. 3. 4.

Signature(s) of applicant(s) (all joint applicants must sign)

Any payments for Rights Shares should be rounded up to 2 decimal points.

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

Cheque/banker's cashier order number: _____

Contact telephone number: _____

Date: _____

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

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

(於開曼群島註冊成立並於百慕達存續的有限公司)

(股份代號：8056)

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

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

註冊辦事處：
Canon's Court
22 Victoria Street
Hamilton
HM 12, Bermuda

香港主要營業地點：
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

額外供股股份申請表格

合資格股東姓名及地址

只有本欄所指定之合資格股東方可申請。

所申請的額外供股股份總數目

甲欄

額外供股股份的已繳認購股款總額

乙欄
港元

致： 生活概念控股有限公司
列位董事 台照

敬啟者：

本人/吾等為上文指定的合資格股東，謹不可撤回地根據供股以每股供股股份0.04港元的認購價申請認購(填寫於甲欄的股份數目)額外供股股份。本人/吾等隨附另行繳付款項為乙欄所指的支票或銀行本票，註明抬頭人為「LIFE CONCEPTS HOLDINGS LIMITED - EAF - RIGHTS ISSUE ACCOUNT」及以「只准入抬頭人賬戶」劃線方式開出，作為申請認購上述數目額外供股股份須全數繳付的股款。本人/吾等謹要求閣下配發予本人/吾等所申請的額外供股股份(或董事所釐定的任何較少數目)，並按貴公司股東名冊所載之本人/吾等之地址將本人/吾等就本認購申請所獲配發的額外供股股份數目的股票及/或任何有關應退還予本人/吾等的申請款項的退款支票以普通郵遞方式寄發予本人/吾等，郵誤風險概由本人/吾等自行承擔。本人/吾等明白額外供股股份的配發應由董事酌情以公平及平等基準作出，並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。本人/吾等確認本人/吾等不獲保證將獲配發所有或任何所申請的額外供股股份。本人/吾等亦了解，由代理人公司代為持有股份之實益擁有人或由中央結算系統代為持有股份之實益擁有人將會按照貴公司之股東名冊視為單一股東。

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

1. 2. 3. 4.

申請人簽署(所有聯名申請人均須簽署)

供股股份之任何付款項應約整至兩個小數點。

支票/銀行本票的付款銀行名稱：_____ 支票/銀行本票號碼：_____

聯絡電話號碼：_____ 日期：_____

每份申請須隨附一張獨立開出的支票或銀行本票
所有繳款將不獲發收據

IMPORTANT

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.

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

THIS EAF IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE QUALIFYING SHAREHOLDER(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR THE EXCESS RIGHTS SHARES IN ADDITION TO THOSE RIGHTS SHARES PROVISIONALLY ALLOTTED TO HIM/HER/IT/THEM. THIS EAF REQUIRES YOUR IMMEDIATE ATTENTION. APPLICATIONS MUST BE RECEIVED BY NO LATER THAN 4:00 P.M. ON 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).

A copy of this EAF, 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.

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

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 on may be determined by HKSCC. Dealings in the Shares and the Rights Shares in their nil-paid form and fully-paid form may be settled through CCASS operated by HKSCC and 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.

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. 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.

重要提示

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的供股章程(「供股章程」)。除文義另有所指外，本額外供股股份申請表格所用詞彙與供股章程所界定者具有相同涵義。

閣下如對本額外供股股份申請表格(「額外申請表格」)任何內容或應採取之行動有疑問或閣下如已出售或轉讓所有或部份本公司的股份，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。

本額外申請表格具有價值惟而不可轉讓，並僅供下文列明有意申請其所獲暫定配發供股股份以外的額外供股股份之合資格股東使用。本額外申請表格應即時處理。申請必須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)前交回。

本額外申請表格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。

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

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。股份以及未繳股款及繳足股款供股股份之買賣可通過香港結算營運之中央結算系統結算。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交收。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。

供股須待若干條件達成後方可作實，(其中包括)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(其概要載於供股章程「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(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。

PROCEDURE FOR APPLICATION

This EAF should be completed and lodged, together with payment of HK\$0.04 per Rights Share for the number of 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 under 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 - EAF - RIGHTS ISSUE ACCOUNT**” and crossed “**ACCOUNT PAYEE ONLY**”. All enquiries in connection with this EAF should be addressed to the Registrar at Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong. It should be noted that the lodging of this EAF does not assure you of being allocated any Rights Shares in excess of those of your provisional allotments.

The Company will publish the allocation result of the excess application for Rights Shares on Monday, 31 October 2022 by way of announcement. If no excess Rights Share is allotted to you, it is expected that the full amount of application monies will be refunded in full (without interest) to you by ordinary post to your registered address at your own risk on or around Tuesday, 1 November 2022. If the number of the excess Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will be refunded in full (without interest) to you by ordinary post to your registered address at your own risk on or around Tuesday, 1 November 2022. Any such cheque will be drawn in favour of the person named on this form or, in the case of joint application, the first-named person on this form. It is expected that share certificates in respect of the fully-paid Rights Shares will be posted by ordinary post on or before Tuesday, 1 November 2022 to those entitled thereto at their own risk.

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.

Shares have been dealt in on an ex-right basis from Wednesday, 28 September 2022. Dealings in the Rights Shares in their nil-paid form will take place from Wednesday, 12 October 2022 to Wednesday, 19 October 2022 (both days inclusive). Any Shareholders or other persons contemplating transferring, selling or purchasing the Shares and/or the Rights Shares in their nil-paid form should exercise caution and are recommended to consult their professional advisers. 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.

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

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 application and payment for excess 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 application and payment for excess Rights Shares will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force in Hong Kong at any time between 9:00 a.m. and 4:00 p.m.

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, as 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/her/its 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 EAF AND THE OTHER PROSPECTUS DOCUMENTS

This EAF 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.

The Prospectus Documents will not be registered or filed under the applicable securities legislation of any jurisdiction other than Hong Kong.

Completion and return of the EAF will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions in connection with the EAF and any acceptance of it have been, or will be, duly complied with.

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.

The Company may, at its discretion, treat an EAF as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the EAF is not completed in accordance with the relevant instructions. The Company may require such incomplete EAF to be completed by the relevant applicants at a later stage.

If the Underwriter exercises the right to terminate the Underwriting Agreement or if the conditions precedent of the Rights Issue as set out in the paragraph headed “Condition of the Rights Issue” in the Prospectus is not fulfilled or waived (as applicable) at or before 4:00 p.m. on Tuesday, 25 October 2022 (or such later time or date as may be agreed between the Company and the Underwriter in writing), the monies received in respect of application for the Excess Rights Shares will be returned without interest to you, 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.

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 EAF 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 EAF in respect of which the cheque or cashier’s order is dishonoured on first presentation, and in that event the excess application and all rights thereunder will be deemed to have been declined and will be cancelled.

PERSONAL DATA COLLECTION – EAF

By completing, signing and submitting this EAF, you agree to disclose to the Company and the Registrar and/or their respective advisers and agents the personal data and any information which they require about you or the person(s) for whose benefit you have made the application for excess Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides you with rights to ascertain whether 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.

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

申請程序

本額外申請表格填妥後，連同按每股供股股份0.04港元申請額外供股股份數目的付款，須於二零二二年十月二十四日(星期一)下午四時正前(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／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，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 - EAF - RIGHTS ISSUE ACCOUNT**」，且須以「只准入抬頭人賬戶」劃線方式開出。所有有關本額外申請表格的查詢均須寄往過戶登記處(地址為香港北角電氣道148號21樓2103B室)。應注意，交回本額外申請表格並不保證閣下將獲配發超出閣下暫定配額供股股份之任何份額。

本公司將於二零二二年十月三十一日(星期一)刊發公告以發佈供股股份額外申請的分配結果。倘閣下未獲配發任何額外供股股份，預期認購股款之全額將於二零二二年十一月一日(星期二)或前後以普通郵遞方式按閣下之登記地址全數(不計利息)退還予閣下，郵誤風險概由閣下承擔。倘閣下獲配發之額外供股股份數目少於所申請者，則多繳申請股款預期將於二零二二年十一月一日(星期二)或前後以普通郵遞方式按閣下之登記地址全數(不計利息)退還予閣下，郵誤風險概由閣下承擔。本公司將向本表格所列人士(或如為聯名申請，則本表格名列首位之人士)發出有關支票。預期繳足股款供股股份之股票將於二零二二年十一月一日(星期二)或之前以普通郵遞方式寄發予有權收取股票之人士，郵誤風險概由彼等自行承擔。

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。

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。任何擬轉讓、出售或購買股份及／或未繳股款供股股份之股東或其他人士應審慎行事及建議諮詢其專業顧問。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。

本額外申請表格及據此提出的所有申請應根據香港法律監管及詮釋。

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例或法規(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(但不限其一般性情況)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之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)中午十二時正前生效而於中午十二時正後取消，屆時申請額外供股股份及繳付股款之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，屆時申請額外供股股份及繳付股款之最後時限將改期至上述任何警告並無於香港時間上午九時正至下午四時正期間生效之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，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，本公司將作出公告。

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。

派發本額外申請表格及其他供股章程文件

本額外申請表格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。

供股章程文件將不會根據香港以外任何司法權區的適用證券法例登記或備案。

填妥並交回額外申請表格即表示向本公司保證及聲明，已經或將會妥為遵守所有相關司法權區有關額外申請表格及其任何接納之一切登記、法律及監管規定。

為免生疑，代表中央結算系統參與者認購供股股份之香港結算及香港中央結算(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。閣下如對本身之情況有任何疑問，應諮詢閣下本身的專業顧問。

倘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。

即使該額外申請表格並未按照有關指示填妥，本公司可全權酌情視額外申請表格為有效，並對所提交或被代為提交之人士具有約束力。本公司可要求有關申請人其後填妥尚將未填妥之額外申請表格。

倘包銷商行使權利終止包銷協議，或倘供股章程「供股條件」一段所載之供股先決條件於二零二二年十月二十五日(星期二)下午四時正(或本公司與包銷商可能書面協定之有關較後時間或日期)或之前未獲達成或豁免(如適用)，則就申請額外供股股份所收取之股款將於二零二二年十一月一日(星期二)或之前以支票方式(不計利息)退還予閣下或(倘為聯名接納人)名列首位的人士，有關支票將由股份過戶登記處以普通郵遞方式寄往該等合資格股東之登記地址，郵誤風險概由彼等自行承擔。

支票及銀行本票

所有支票及銀行本票將於收取後予以即時兌現，就該等股款所賺取之所有利息(如有)將由本公司保留。本公司將不會就所收取的任何申請股款發出收據。填妥及交回本額外申請表格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可獲兌現。在不損害本公司其他權利的情況下，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額外申請表格，而在該情況下，該額外申請及其項下一切權利將被視作放棄並予以註銷。

收集個人資料－額外申請表格

填妥、簽署及交回本額外申請表格，即表示閣下同意向本公司及過戶登記處及／或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而申請額外供股股份之人士之任何資料。《個人資料(私隱)條例》(香港法例第486章)賦予閣下權利，可向本公司或過戶登記處確定是否持有閣下個人資料、索取有關資料之副本及更正任何不準確之資料。根據《個人資料(私隱)條例》，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。

**每份申請必須隨附一張獨立開出之支票或銀行本票
所有繳款將不獲發收據**