

**To be valid, the whole of this PAL must be returned.**

本暫定配額通知書必須整份交回，方為有效。

## **IMPORTANT**

### **重要提示**

**THIS PROVISIONAL ALLOTMENT LETTER (“THIS PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (THE “EAF”) EXPIRES AT 4:00 P.M. ON MONDAY, 4 SEPTEMBER 2017.**

本暫定配額通知書(「本暫定配額通知書」)乃有價值及可轉讓，並須閣下即時處理。本暫定配額通知書及隨附的額外申請表格(「額外申請表格」)所載要約將於二零一七年九月四日(星期一)下午四時正截止。

**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 ALL OR PART OF YOUR SHARES IN V.S INTERNATIONAL GROUP LIMITED (THE “COMPANY”), YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.**

閣下如對本暫定配額通知書的任何方面或應採取之行動有任何疑問，或閣下如已出售威鉞國際集團有限公司(「本公司」)之全部或部分股份，應諮詢閣下的股票經紀或其他註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。

**REFERENCE IS MADE TO THE PROSPECTUS (THE “PROSPECTUS”) ISSUED BY THE COMPANY DATED 21 AUGUST 2017 IN RELATION TO THE RIGHTS ISSUE. TERMS DEFINED IN THE PROSPECTUS SHALL HAVE THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.**

茲提述本公司就供股所刊發日期為二零一七年八月二十一日之章程(「供股章程」)。除文義另有所指外，供股章程所界定詞彙與本通知書所採用者具有相同涵義。

**A copy of the Prospectus, together with copies of this PAL, the EAF and the documents specified in the paragraph headed “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 Securities and Futures Commission and The Stock Exchange of Hong Kong Limited take no responsibility as to the contents of any of the documents referred to above.**

供股章程連同本暫定配額通知書、額外申請表格及供股章程附錄三內「送呈公司註冊處處長之文件」一段內所指明之文件，已遵照《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、證券及期貨事務監察委員會及香港聯合交易所有限公司對任何上述文件之內容概不負責。

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

股份及供股股份以未繳股款及繳足股款形式之買賣可透過香港結算營運之中央結算系統進行交收，有關該等交收安排之詳情以及該等安排對閣下之權利及權益可能造成之影響，敬請諮詢閣下之股票經紀或其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。



Hong Kong Branch Share  
Registrar:  
香港股份過戶登記分處：  
Computershare Hong Kong  
Investor Services Limited  
Shops 1712-1716,  
17/F, Hopewell Centre  
183 Queen's Road East  
Wan Chai  
Hong Kong

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

**V.S. INTERNATIONAL GROUP LIMITED**

**威鉞國際集團有限公司**

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock code: 1002)

(股份代號: 1002)

Registered Office:  
Cricket Square  
Hutchins Drive  
P.O. Box 2681  
Grand Cayman  
KY1-1111  
Cayman Islands

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:  
40th Floor  
Jardine House  
1 Connaught Place  
Central  
Hong Kong

香港總部及主要營業地點：  
香港  
中環  
康樂廣場 1 號  
怡和大廈  
40 樓

**RIGHTS ISSUE OF 459,945,072 RIGHTS SHARES  
AT HK\$0.230 EACH ON THE BASIS OF  
ONE (1) RIGHTS SHARE FOR EVERY FOUR (4) SHARES  
HELD ON THE RECORD DATE**

按於記錄日期

每持有四 (4) 股股份獲配發一 (1) 股供股股份之基準  
以每股供股股份 0.230 港元發行 459,945,072 股供股股份  
**PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN**

**4:00 P.M. ON MONDAY, 4 SEPTEMBER 2017**

股款最遲須於二零一七年九月四日 (星期一)

下午四時正接納時繳足

**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)  
合資格股東姓名及地址

[ ]

Number of Share(s) registered in your name(s) on Friday, 18 August 2017  
於二零一七年八月十八日 (星期五) 登記於閣下名下的股份數目

BOX A  
甲欄

[ ]

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance not later than  
4:00 p.m. on Monday, 4 September 2017  
暫定配發予閣下的供股股份數目，股款須於二零一七年九月四日 (星期一) 下午四時正前於接納時繳足

BOX B  
乙欄

[ ]

Total subscription monies payable  
應繳認購股款總額

BOX C  
丙欄  
HK\$  
港元

[ ]

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

Cheque/cashier's order number:  
支票/銀行本票號碼: \_\_\_\_\_

Please insert your contact telephone no.:  
請填上閣下聯絡電話號碼: \_\_\_\_\_

**IN THE EVENT OF TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR RIGHTS SHARE(S), 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 AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS PAL.**  
 如轉讓可認購供股股份的認購權，每項買賣均須繳付從價印花稅。除以出售形式外，饋贈或轉讓實益權益亦須繳付從價印花稅。在登記轉讓本暫定配額通知書代表之供股股份配額之前，須出示已繳付從價印花稅的證明。

**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 his/her/their right(s) to subscribe for the Rights Share(s) comprised herein)  
 (僅供有意悉數轉讓其認購本暫定配額通知書所列供股股份權利之合資格股東填寫及簽署)

To: The Directors  
**V.S. INTERNATIONAL GROUP LIMITED**  
 致：威誠國際集團有限公司  
 列位董事 台照

Dear Sirs,  
 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／吾等的供股股份的認購權悉數轉讓予接受此權利並簽署下列登記申請表格(表格丙)的人士。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**Signature(s) (all joint Shareholders must sign)**  
 簽署(所有聯名股東均須簽署)

Date: \_\_\_\_\_, 2017 日期：二零一七年\_\_\_\_\_月\_\_\_\_\_日

**Hong Kong stamp duty is 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.**  
 如已填妥本表格，轉讓人及承讓人須就轉讓認購供股股份的權利繳付香港印花稅。

**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 right(s) to subscribe for the Rights Share(s) have been transferred)  
 (僅供承讓供股股份認購權的人士填寫及簽署)

To: The Directors  
**V.S. INTERNATIONAL GROUP LIMITED**  
 致：威誠國際集團有限公司  
 列位董事 台照

Dear Sirs,  
 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 articles of association of the Company.  
 敬啟者：  
 本人／吾等謹請閣下將表格甲乙欄所列的供股股份數目，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供股章程所載條款，以及在貴公司的組織章程細則規限下，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	
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To be completed in block letters in ENGLISH. Joint applicants should give one address only. For Chinese applicant, please provide your name in both English and Chinese. 請用英文正楷填寫。聯名申請人只須填報一個地址。華裔申請人須填寫中英文姓名。				
Name in English 英文姓名	Family name 姓氏	Other name(s) 名字	Name in Chinese 中文姓名	
Name continuation and/or full name(s) of joint applicant(s) (if applicable) 姓名(續)及/或聯名申請人全名(如適用)				
Address in English 英文地址 (Joint applicants should give one address only) (聯名申請人只須填報一個地址)				
Occupation 職業			Tel. No. 電話號碼	
Dividend Instructions 派息指示				
Name and address of bank 銀行名稱及地址			Bank Account no. 銀行賬戶號碼	
			BANK 銀行	BRANCH 分行
			ACCOUNT 賬戶	

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**Signature(s) (all joint Shareholders must sign)**  
 簽署(所有聯名股東均須簽署)

Date: \_\_\_\_\_, 2017 日期：二零一七年\_\_\_\_\_月\_\_\_\_\_日

**Hong Kong stamp duty is 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.**  
 如已填妥本表格，轉讓人及承讓人須就轉讓認購供股股份的權利繳付香港印花稅。

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 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 commencement dates of dealings in the Rights Shares on the Stock Exchange or such other date as determined by HKSCC. Settlement of transactions between the 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，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，自供股股份於聯交所之開始買賣日期或於香港結算訂定之其他日期起，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的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。

**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聲明，並明確表示，概不就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。

**THIS FORM IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO ANY JURISDICTIONS OTHER THAN HONG KONG.**

本表格不可直接或間接在或向香港以外任何司法權區刊發、發放或派發。

**THE PROSPECTUS DOCUMENTS WILL NOT BE REGISTERED OR FILED UNDER THE APPLICABLE SECURITIES LEGISLATION OF ANY JURISDICTION OTHER THAN HONG KONG.**

供股章程文件將不會根據除香港以外的任何司法權區的適用證券法律進行登記或提交。

**DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS INTO JURISDICTIONS OTHER THAN HONG KONG MAY BE RESTRICTED BY LAW. PERSONS WHO ARE IN POSSESSION OF THIS PAL OR ANY OF THE OTHER PROSPECTUS DOCUMENTS (INCLUDING, WITHOUT LIMITATION, AGENTS, CUSTODIANS, NOMINEES AND TRUSTEES) SHOULD INFORM THEMSELVES OF AND OBSERVE ANY SUCH RESTRICTIONS.**

在香港以外司法權區派發本暫定配額通知書及其他供股章程文件可能受到法律限制。擁有本暫定配額通知書或任何其他供股章程文件的人士(包括但不限於代理人、保管人、代名人及受託人)須知悉並遵守任何有關限制。

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED, AT SHOPS 1712-1716, 17/F, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, WAN CHAI, HONG KONG, TOGETHER WITH A REMITTANCE FOR THE FULL AMOUNT PAYABLE ON ACCEPTANCE SHOWN IN BOX C OF FORM A SO AS TO BE RECEIVED BY THE REGISTRAR NOT LATER THAN 4:00 P.M. ON MONDAY, 4 SEPTEMBER 2017. **ALL REMITTANCES MUST BE MADE BY CHEQUE OR CASHIER'S ORDER IN HONG KONG DOLLARS. CHEQUES MUST BE DRAWN ON A BANK ACCOUNT WITH, AND CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG, AND MADE PAYABLE TO "V.S. INTERNATIONAL GROUP LIMITED – Provisional Allotment Account" AND CROSSED "ACCOUNT PAYEE ONLY".** INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT IN AN ENCLOSED SEPARATE SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCES.

閣下如欲悉數接納供股股份的暫定配額，須將本暫定配額通知書整份連同表格甲丙欄所示須於接納時繳付並由過戶登記處香港中央證券登記有限公司（地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖）收取的全數股款，於二零一七年九月四日（星期一）下午四時正前交回上述過戶登記處。所有股款須以港元支票或銀行本票繳付，支票須以香港持牌銀行戶口開出，而銀行本票須由香港持牌銀行發出，並註明抬頭人為「**V.S. INTERNATIONAL GROUP LIMITED – Provisional Allotment Account**」，以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆之說明載於隨附文件另頁。本公司將不另發股款收據。

**The Rights Issue is conditional upon the fulfilment of the conditions set out under the section headed "Letter from the Board – The Underwriting Agreement – Conditions of the Underwriting Agreement" in the Prospectus. If any of the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed. The Rights Issue will proceed on a fully underwritten basis. The Underwriting Agreement contains provisions entitling the Underwriter to terminate the Underwriting Agreement on or prior to the Latest Time for Termination in accordance with the terms thereof on the occurrence of certain event as set out under the section headed "Termination of the Underwriting Agreement" in the Prospectus. If the Underwriting Agreement does not become unconditional or if it is terminated in accordance with the terms thereof, the Rights Issue will not proceed.**

供股須待供股章程「董事會函件－包銷協議－包銷協議之條件」一節項下所載之條件獲達成後，方可作實。倘供股之任何條件不能達成，則不會進行供股。供股將按悉數包銷的基準進行。根據包銷協議，包銷商有權在供股章程「終止包銷協議」一節項下所述之若干情況下，於最後終止時限或之前根據包銷協議之條款終止包銷協議。倘若包銷協議並未成為無條件或倘包銷協議根據其項下之條款被終止，則不會進行供股。

**The Shares have been dealt in on an ex-rights basis from Thursday, 10 August 2017. Dealings in the Rights Shares in nil-paid form are expected to take place from Wednesday, 23 August 2017 to Wednesday, 30 August 2017 (both days inclusive).**

股份已自二零一七年八月十日（星期四）起以除權方式買賣。預期未繳股款之供股股份將自二零一七年八月二十三日（星期三）至二零一七年八月三十日（星期三）期間（首尾兩天包括在內）買賣。

**Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or Rights Shares in their nil-paid form is advised to exercise caution when dealing in the Shares and/or the nil-paid Rights Shares. Any party who is in any doubt about his/her/its position or any action to be taken is recommended to consult his/her/its own professional adviser(s). Any Shareholder or other person dealing in the Shares or in the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which the Underwriter's right of termination of the Underwriting Agreement ceases) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.**

建議任何擬轉讓、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於買賣股份及／或未繳股款供股股份時應審慎行事。任何人士如對本身之狀況或將予採取之行動有任何疑問，務請諮詢本身之專業顧問。於直至供股之所有條件獲達成日期（及包銷協議項下包銷商的終止權終止之日期）前買賣股份或未繳股款供股股份之任何股東或其他人士，將相應承擔供股可能不會成為無條件或可能不會進行之風險。

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, will be governed by and construed in accordance with Hong Kong law.

接納本暫定配額通知書所載之暫定配額的每位人士均：

- 確認彼已閱讀所附表格及供股章程所載之條款及條件以及接納手續，並同意受其約束；及
- 同意本暫定配額通知書及因此構成之合約須受香港法律管限及根據香港法律詮釋。

**A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH  
ACCEPTANCE**

每份接納申請須隨附一張獨立開出之支票或銀行本票

**NO RECEIPT WILL BE GIVEN**

本公司將不另發股款收據



## V. S. INTERNATIONAL GROUP LIMITED

威鉞國際集團有限公司

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock code: 1002)**

21 August 2017

Dear Qualifying Shareholder(s),

### **INTRODUCTION**

In accordance with the terms and conditions of this PAL and those set out in the Prospectus and subject to the articles of association of the Company, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated in Form A of this PAL on the basis of one (1) Rights Share for every four (4) Shares in the Company registered in your name in the register of members of the Company on Friday, 18 August 2017. Your holding of existing Shares as at that date is set out in Box A of Form A of this PAL and the number of Rights Shares provisionally allotted to you is set out in Box B of Form A of this PAL. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

You have the right to acquire the Rights Shares provisionally allotted to you at a price of HK\$0.230 per Rights Share payable in full on acceptance, in the manner set out below, by not later than 4:00 p.m. on Monday, 4 September 2017.

You may, subject to the section headed "Qualifying Shareholders and Excluded Shareholders" below, in accepting all or any number of the Rights Shares provisionally allotted to you hereunder. If you wish to accept only part of your provisional allotment and to transfer the remainder or to transfer your provisional allotment to more than one person, you should refer to the instructions in the section headed "Splitting" below. If you wish to transfer all of your provisional allotment you should refer to the instructions in the section headed "Transfer" below.

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated. If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed.

### **RIGHTS SHARES**

The Rights Shares, when allotted, issued and fully-paid, will rank pari passu in all respects with the Shares then in issue such that holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid after the date of issue and allotment of the Rights Shares in their fully-paid form.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in 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 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 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**

Any person (including, without limitation, agents, custodians, nominees and trustees) outside Hong Kong wishing to take up his/her/its rights under the Rights Issue must satisfy himself/herself/itself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories. The attention of Shareholders with registered addresses outside Hong Kong or holding Shares on behalf of persons with such addresses and beneficial owners of the Shares who are residents outside Hong Kong is drawn to the section below headed "Qualifying Shareholders and Excluded Shareholders".



## V. S. INTERNATIONAL GROUP LIMITED

### 威鉞國際集團有限公司

(於開曼群島註冊成立的有限公司)

(股份代號：1002)

敬啟者：

#### 緒言

根據本暫定配額通知書及供股章程所載之條款及條件，並在本公司組織章程細則的規限下，董事已暫定配發本暫定配額通知書表格甲所載數目之本公司供股股份予閣下，基準為於二零一七年八月十八日(星期五)以閣下名義在本公司股東登記冊上登記每四(4)股本公司股份可獲配發一(1)股供股股份。閣下於該日持有之現有股份列於本暫定配額通知書表格甲甲欄，而所獲暫定配發之供股股份數目則列於本暫定配額通知書表格甲乙欄。除文義另有所指外，於供股章程中已界定之詞彙與本函件所採用者具相同涵義。

閣下有權不遲於二零一七年九月四日(星期一)下午四時正前根據下文所載之方式按每股供股股份0.230港元之價格(須於接納時繳足)收購暫定配發予閣下之供股股份。

在下文「合資格股東及除外股東」一節的規限下，閣下可接納據此暫定配發予閣下之全部或任何數目的供股股份。閣下如欲只接納閣下之部分暫定配額並將餘額轉讓，或擬將閣下之暫定配額轉讓予超過一人，則閣下應參閱下文「分拆」一節內之指示。閣下如欲轉讓閣下之全部暫定配額，則閣下應參閱下文「轉讓」一節內之指示。

供股須待包銷協議成為無條件及並無被終止後，方可作實。倘若供股之條件並無獲履行，則供股將不會進行。

#### 供股股份

供股股份於配發、發行及繳足後，於各方面將與當時已發行之股份享有同等權益，故該等繳足股款供股股份持有人將有權收取於發行及配發繳足股款供股股份之日以後宣派、作出或派付的所有未來股息及分派。

待未繳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，未繳及繳足股款供股股份將獲香港結算接納為合資格證券，可自未繳及繳足股款供股股份各自於聯交所開始買賣之日或由香港結算選定之任何其他日期起，在中央結算系統內寄存、結算及交收。聯交所參與者之間在任何交易日交易之交收須在其後第二個交易日在中央結算系統內進行。所有在中央結算系統之活動均須依據其不時生效之《中央結算系統一般規則》及《中央結算系統運作程序規則》進行。

#### 接納手續

身處香港境外的任何人士(包括(但不限於)代理人、保管人、代名人及受託人)如欲接納彼等於供股之權利，須使自己信納其已全面遵守任何相關地區之適用法律，包括取得任何規定的政府或其他同意、符合任何其他所需之正式手續，以及繳納相關地區之任何發行、轉讓或其他稅項。登記地址位於香港以外地區或代表擁有有關地址者持有股份之股東及位於香港以外地區之股份實益擁有人，敬請注意下文「合資格股東及除外股東」一節。



Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full, must lodge the whole of this PAL intact with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, together with a remittance for the full amount payable on acceptance, as shown in Box C of Form A of this PAL, so as to be received by not later than 4:00 p.m. on Monday, 4 September 2017 or such later time and/or date as may be agreed between the Company and the Underwriter. All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**V.S. INTERNATIONAL GROUP LIMITED – Provisional Allotment Account**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment on the terms of this PAL and the Prospectus and subject to the articles of association of the Company. No receipt will be given for such remittances.

It should be noted that, unless a PAL, duly completed, together with the appropriate remittance shown in Box C of Form A of this PAL, has been received as described above by 4:00 p.m. on Monday, 4 September 2017, whether from the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. The Company may (at its discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

### **SPLITTING**

If you wish to accept only part of your provisional allotment or transfer a 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 with a covering letter stating clearly the number of split PALs required and the number of nil-paid Rights Shares to be comprised in each split PAL (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B of Form A of this PAL), by no later than 4:30 p.m. on Friday, 25 August 2017 with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required which will be available for collection at the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, after 9:00 a.m. on the second Business Day after the surrender of the original PAL.

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 may (at its sole discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

### **TRANSFER**

If you wish to transfer all of your provisional allotment to another person you should complete and sign the "Form of Transfer and Nomination" (Form B) in this PAL and hand the completed and signed PAL to the person to or through whom you are transferring your provisional allotment. The transferee must then complete and sign the "Registration Application Form" (Form C) in this PAL and lodge this PAL intact together with a remittance for the full amount payable on acceptance with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, to effect the transfer by no later than 4:00 p.m. on Monday, 4 September 2017.

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 may (at its sole discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

The Company reserves the right to refuse to register any transfer in favour of any person in respect of which the Company or the Underwriter believe such transfer may violate applicable legal or regulatory requirements.

合資格股東如欲全數承購其供股股份暫定配額，須將整份本暫定配額通知書連同本暫定配額通知書表格甲丙欄所示須於接納供股股份時應付之全數股款，於不遲於二零一七年九月四日(星期一)下午四時正前或本公司與包銷商可能協定之較後時間及／或日期，交回過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付，並以在香港持牌銀行戶口開出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「**V.S. INTERNATIONAL GROUP LIMITED – Provisional Allotment Account**」，並以「**只准入抬頭人賬戶**」劃線方式開出。繳付股款後，即表示已按本暫定配額通知書及供股章程所載之條款，及在本公司組織章程細則之規限下接納暫定配額。本公司將不另發股款收據。

謹請注意，除非由原獲配售人或以本身名義經已獲有效轉讓有關權利之任何人士填妥之暫定配額通知書連同本暫定配額通知書表格甲丙欄所示之應繳股款已按上文所述於二零一七年九月四日(星期一)下午四時正前送達，否則閣下之暫定配額及一切據此而獲得之權利將視作已遭放棄而被取消。本公司可(酌情)將並未遵照有關指示填妥之暫定配額通知書視作有效，且對交回之人士或代表其交回之人士具有約束力。

### 分拆

閣下如欲只接納閣下之部分暫定配額，或轉讓據此暫定配發予閣下之認購供股股份之部分權利，或向超過一名人士轉讓閣下全部或部分權利，則閣下須將原暫定配額通知書連同清楚註明所需要的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(兩者合共應相等於本暫定配額通知書表格甲乙欄所載列暫定配發予閣下的供股股份數目)的信件，須在不遲於二零一七年八月二十五日(星期五)下午四時三十分前交回及送遞過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖，以供註銷，而過戶登記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回原暫定配額通知書後第二個營業日上午九時正後於過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖領取。

務請注意，閣下轉讓有關供股股份之認購權予承讓人時須繳付香港印花稅，而承讓人於接納有關權利時亦須繳付香港印花稅。本公司或會(全權酌情)將並未遵照有關指示填妥之暫定配額通知書視作有效，且對交回之人士或代表其交回之人士具有約束力。

### 轉讓

閣下如欲轉讓閣下之全部暫定配額予其他人士，閣下應填妥及簽署本暫定配額通知書內之「轉讓及提名表格」(表格乙)，並將填妥及簽妥之暫定配額通知書轉交閣下之暫定配額的承讓人或經手轉讓的人士。承讓人其後須填妥及簽署本暫定配額通知書內之「登記申請表格」(表格丙)，並將整份本暫定配額通知書連同接納時應付的全部股款，在不遲於二零一七年九月四日(星期一)下午四時正前送交過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖，以進行轉讓。

務請注意，閣下轉讓有關供股股份之認購權予承讓人時須繳付香港印花稅，而承讓人於接納有關權利時亦須繳付香港印花稅。本公司或會(全權酌情)將並未遵照有關指示填妥之暫定配額通知書視作有效，且對交回之人士或代表其交回之人士具有約束力。

本公司保留權利拒絕受理以任何人士為受益人的任何轉讓登記，前提為本公司或包銷商就此相信該轉讓或會違反適用法例或監管規定。

## **EFFECT OF BAD WEATHER**

The latest time for acceptance of, and payment for, the Rights Shares will not take place at 4:00 p.m. on Monday, 4 September 2017 if there is a tropical cyclone warning signal number 8 or above, or a black rainstorm warning: (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, 4 September 2017. 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 between 12:00 noon and 4:00 p.m. on Monday, 4 September 2017. Instead, the latest time of 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 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 does not take place on Monday, 4 September 2017, the dates mentioned in this PAL may be affected. The Company will notify the Shareholders by way of announcement(s) of any change to the expected timetable as soon as practicable.

## **TERMINATION OF THE UNDERWRITING AGREEMENT**

**It should be noted that the Underwriting Agreement contains provisions granting the Underwriter, by notice in writing to the Company, the right to terminate the Underwriting Agreement if prior to the Latest Time for Termination, any of the following happens:**

- (1) 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 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 affect 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 after the signing of the Underwriting Agreement; 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 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; or**
  - (c) any material adverse change after the signing of the Underwriting Agreement in the business or in the financial or trading position or prospects of the Group as a whole; or**
  - (d) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike after the signing of the Underwriting Agreement; or**
  - (e) 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 generally on the Stock Exchange whether due to exceptional financial circumstances or otherwise; or**

## 惡劣天氣之影響

倘若發生下列情況，接納供股股份及付款之最後時間將不會於二零一七年九月四日(星期一)下午四時正生效：(i) 8號或以上熱帶氣旋警告信號或黑色暴雨警告信號於二零一七年九月四日(星期一)中午十二時正前之任何本地時間在香港生效，並於中午十二時正後不再生效，則接納供股股份及付款之最後時間均將延至同一個營業日下午五時正；或(ii) 8號或以上熱帶氣旋警告信號或黑色暴雨警告信號於二零一七年九月四日(星期一)中午十二時正至下午四時正之間在香港生效，則接納供股股份及付款之最後時間均將會重新定於下一個營業日下午四時正，而該營業日上午九時正至下午四時正之間之任何時間並無該等警告信號生效。倘若接納供股股份及付款之最後時間並非二零一七年九月四日(星期一)，本暫定配額通知書內所述之日期可能會受到影響。預期時間表如有任何變動，本公司將在切實可行情況下儘快另行刊發公告通知股東。

## 終止包銷協議

謹請注意，包銷協議載有條文，准許倘在最後終止時間前出現以下情況，包銷商有權向本公司發出書面通知終止包銷協議：

**(1) 包銷商合理地認為供股之成功將因為下列事項而受到重大及不利影響：**

- (a) 於簽署包銷協議後推出任何新規例或現行法例或規例(或其司法詮釋)出現任何變動或發生任何性質之其他事宜，而包銷商合理地認為，可能重大及不利地影響本集團之整體業務或財務或貿易狀況或前景或就供股而言屬於重大不利；或**
- (b) 於簽署包銷協議後發生或於簽署包銷協議後繼續發生政治、軍事、金融、經濟或其他性質之任何本地、國家或國際事件或變動，或爆發屬本地、國家或國際性質之敵對或武裝衝突或衝突升級，或事件足以影響本地證券市場；或**
- (c) 於簽署包銷協議後本集團整體之業務或財務或貿易狀況或前景有任何重大不利變動；或**
- (d) 於簽訂包銷協議後發生任何天災、戰爭、暴動、擾亂公共秩序、群眾騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工；或**
- (e) 於簽訂包銷協議後，不論由於出現特殊之金融情況或其他原因導致全部股份於聯交所之買賣被禁止、暫停或受到重大限制；或**

**(f) 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, in/on Hong Kong, the PRC 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**

**(g) 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 Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company,**

**which event or events is or are in the reasonable 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;**

**(2) any breach of any of the warranties or undertakings or any omission to observe any of the obligations or undertakings in the Underwriting Agreement comes to the knowledge of the Underwriter; or**

**(3) any Specified Event comes to the knowledge of the Underwriter.**

**If the Underwriting Agreement is terminated by the Underwriter on or before the Latest Time for Termination as described above or does not become unconditional, the Underwriting Agreement shall terminate and the Rights Issue will not proceed.**

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

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies will be retained for the benefit of the Company. Any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. Completion and return of a PAL together with a cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation.

### **SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE**

Subject to the fulfilment of the conditions of the Rights Issue as set out in the section headed "Letter from the Board – The Underwriting Agreement – Conditions of the Underwriting Agreement" in the Prospectus, share certificates for all fully-paid Rights Shares are expected to be posted on or before Tuesday, 12 September 2017 to those Qualifying Shareholders who have accepted and (where applicable) applied for, and paid for, the Rights Shares by ordinary post at their own risk. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted on or before Tuesday, 12 September 2017 to the applicants by ordinary post at their own risk.

- (f) 於簽訂包銷協議後，市況出現任何變動或任何涉及潛在變動之事態發展(包括但不限於香港、中國或與本集團任何成員公司有關之其他司法權區之財務政策或外匯或貨幣市場之變動、證券交易暫停或受限制、遭受經濟制裁，而就本條而言，貨幣狀況之變動包括香港貨幣與美利堅合眾國之貨幣掛鈎制度之變動)；或
- (g) 供股章程載有於包銷協議日期前本公司並未公告或發佈之資料(不論關於本集團之業務前景或狀況，或其遵守任何法例或上市規則或任何適用規例之情況)，而包銷商合理認為該項或該等事件：
- (a) 很可能對本集團整體之業務或財務或經營狀況或前景構成重大不利影響；或
- (b) 很可能對供股之成功或供股股份之承購水平構成重大不利影響；或
- (c) 使進一步進行供股變得不當、不智或不宜，
- (2) 包銷商知悉載於包銷協議內之任何保證或承諾遭違反或任何責任或承諾沒有獲遵從；或
- (3) 包銷商知悉發生任何特定事件。

倘包銷商於上述最後終止時間或之前終止包銷協議，或包銷協議並未變成無條件，包銷協議將告終止，且供股將不會進行。

#### 支票及銀行本票

所有支票及銀行本票將於收訖後過戶，而有關股款賺取之所有利息將撥歸本公司所有。倘支票或銀行本票於首次過戶時未獲兌現，有關的任何暫定配額通知書會被拒絕，在此情況下，該暫定配額及相關的所有權利將被視為已遭拒絕並將被註銷。填妥之暫定配額通知書連同所接納供股股份之付款支票或銀行本票交回後將構成申請人之一項保證，表示該支票或銀行本票於首次過戶時將可兌現。

#### 供股的股票及退款支票

在供股條件(如供股章程內「董事會函件－包銷協議－包銷協議之條件」一節所載)達成的前提下，繳足股款供股股份的股票預期將於二零一七年九月十二日(星期二)或之前，以平郵方式向接納及(如適用)申請供股股份並支付股款的該等合資格股東寄出，郵誤風險概由彼等自行承擔。預期有關全部或部分未成功申請的額外供股股份的退款支票(如有)將於二零一七年九月十二日(星期二)或之前以平郵方式寄發予申請人，郵誤風險概由彼等自行承擔。

## **EXCESS RIGHTS SHARES**

The Qualifying Shareholders may apply, by way of excess application, for any Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders or otherwise subscribed for by renounees or transferees of nil-paid Rights Shares and any Rights Shares representing any unsold entitlements of the Excluded Shareholders (if any).

Application for excess Rights Shares may be made by completing and signing the prescribed EAF. The Directors will allocate the excess Rights Shares (if any) at their discretion on a fair and equitable basis and 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 or the existing number of Shares held by Qualifying Shareholders. No preference will be given to topping up odd lots to whole board lots.

Beneficial owners whose Shares are held by a nominee, or which are held in CCASS, should note that the Board will regard such nominee (including HKSCC Nominees Limited) as a single Shareholder on the register of members of the Company. Accordingly, beneficial owners whose Shares are registered in the name of a nominee, or which are held in CCASS, should note that the above arrangement in relation to the allocation of excess Rights Shares will not be extended to them individually.

If a Qualifying Shareholder wishes to apply for any Rights Shares in addition to his/her/its provisional allotment, he/she/it must complete and sign an EAF enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable in respect of the excess Rights Shares applied for, with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong by 4:00 p.m. on Monday, 4 September 2017, or such later time and/or date as may be agreed between the Company and the Underwriter. 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 "**V.S. INTERNATIONAL GROUP LIMITED – Excess Application Account**" and crossed "**Account Payee Only**".

## **FRACTIONAL ENTITLEMENTS**

The Company will not provisionally allot fractions of Rights Shares in nil-paid form. All fractions of Rights Shares will be aggregated and all nil-paid Rights Shares arising from such aggregation will be sold in the market and, if a premium (net of expenses) can be achieved, the Company will keep the net proceeds for its own benefit. Any unsold fractions of Rights Shares will be made available for excess application by Qualifying Shareholders under the EAFs.

## 額外供股股份

合資格股東可以額外申請之方式申請認購有關暫定配發但未獲合資格股東接納或另行獲未繳股款供股股份放棄者或承讓人認購之任何供股股份，以及與除外股東之任何未售配額有關之供股股份(如有)。

合資格股東可填妥及簽署特設之額外申請表格申請認購額外供股股份。董事將按公平及公正的基準，根據每項申請所申請認購的額外供股股份數目的比例酌情分配額外供股股份(如有)。本公司將不會參照根據暫定配額通知書申請認購的供股股份或合資格股東持有的現有股份數目。本公司並無優先處理把碎股湊足成一手完整買賣單位之申請。

由代名人或中央結算系統持有股份之實益擁有人務請注意，董事會將會按照本公司之股東名冊視有關代名人(包括香港中央結算(代理人)有限公司)為單一股東。因此，以代名人之名義登記或由中央結算系統持有股份之實益擁有人務須注意，上述分配額外供股股份之安排將不會向彼等個別作出。

合資格股東如欲申請認購其暫定配額以外之任何供股股份，必須填妥並簽署隨附於供股章程之額外申請表格，並於二零一七年九月四日(星期一)下午四時正之前或本公司與包銷商可能協定之有關較後時間及/或日期之前，連同就所申請額外供股股份應付之獨立股款一併交回過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)。所有股款須以港元繳付，並以香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付，並均須註明抬頭人為「**V.S. INTERNATIONAL GROUP LIMITED – Excess Application Account**」，並以「只准入抬頭人賬戶」劃線方式開出。

## 零碎配額

本公司將不會暫時分配未繳股款之供股股份之碎股。所有供股股份之碎股將彙集計算，而彙集產生之所有未繳股款供股股份將會於市場出售，倘出現溢價(扣除開支後)，本公司將會保留所得款項淨額。任何未出售之供股股份碎股均將可供合資格股東以額外申請表格提出額外申請。



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

This PAL shall only be sent to the Qualifying Shareholders.

Distribution of this PAL and the other Prospectus Documents into jurisdictions other than Hong Kong may be restricted by law. Persons who come into possession of this PAL or any of the other Prospectus Documents (including, without limitation, Shareholders and beneficial owners of the Shares, agents, custodians, nominees and trustees) should inform themselves of and observe any such restrictions. Any failure to comply with those restrictions may constitute a violation of the securities laws or other laws or regulations of any such jurisdiction. Any Shareholder or beneficial owner of the Shares who is in any doubt as to his/her/its position should consult an appropriate professional adviser without delay. In particular, subject to certain exceptions as determined by the Company, this PAL and the other Prospectus Documents should not be distributed, forwarded to or transmitted in, into or from any jurisdiction other than Hong Kong.

The Company reserves the right to refuse to permit any Shareholder to take up his/her/its nil-paid Rights Shares or apply for excess Rights Shares where it believes that doing so would violate applicable securities legislations or other laws or regulations of any jurisdiction.

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

## **QUALIFYING SHAREHOLDERS AND EXCLUDED SHAREHOLDERS**

To qualify for the Rights Issue and to accept the Rights Shares provisionally allotted under this PAL, a Shareholder must have been registered as a member of the Company on Friday, 18 August 2017 and be a Qualifying Shareholder.

Excluded Shareholders are those Overseas Shareholders in respect of whom the Directors, based on relevant enquiries made by the Directors, consider it necessary or expedient not to offer the Rights Shares on account either of the legal restrictions under the laws of the relevant jurisdiction in which the Shareholder or beneficial owner (as the case maybe) is located or the requirements of the relevant regulatory body or stock exchange in that jurisdiction. No application for Rights Shares will be accepted from the Excluded Shareholders.

## **派發本暫定配額通知書及其他供股章程文件**

本暫定配額通知書只可向合資格股東寄發。

派發本暫定配額通知書及其他供股章程文件至香港以外的司法權區可能受法律限制。取得本暫定配額通知書或任何其他供股章程文件的人士(包括但不限於股東及股份的實益擁有人、代理人、保管人、提名人及受託人)應自行了解並遵守任何有關限制。不遵守有關限制或會構成違反任何該等司法權區的證券法例或其他法例或規例。任何股東或股份的實益擁有人如對其狀況有任何疑問，應儘快諮詢合適的專業顧問。尤其是，除本公司釐定的若干例外情況外，本暫定配額通知書及其他供股章程文件不應在、向或由香港以外的任何司法權區派發、轉送或傳遞。

倘本公司相信准許任何股東接納其未繳股款供股股份或申請認購額外供股股份會違反任何司法權區之適用證券法例或其他法例或規例，則本公司保留拒絕任何股東接納或申請之權利。

供股章程文件並無及將不會根據在香港以外任何司法權區之適用證券或同等法例登記或存檔。

## **合資格股東及除外股東**

為符合資格參與供股及接納根據本暫定配額通知書所暫定配發的供股股份，股東須於二零一七年八月十八日(星期五)登記為本公司的股東及合資格股東。

除外股東亦即海外股東，泛指根據董事作出相關查詢時，基於該等股東或實益擁有人(視情況而定)身處之有關司法權區之法例之法律限制或該司法權區有關監管機構或證券交易所之規定，令董事認為不得或不宜向該等股東或實益擁有人(視情況而定)提呈發售供股股份。本公司不會接納除外股東有關供股股份之申請。

Receipt of the PAL and/or any other Prospectus Document or the crediting of nil-paid Rights Shares to a stock account in CCASS does not and will not constitute an offer in those jurisdictions in which it would be illegal to make an offer and, in those circumstances, the PAL and/or the other Prospectus Documents must be treated as sent for information only and should not be copied or redistributed. Persons (including, without limitation, agents, custodians, nominees and trustees) who receive a copy of the PAL and/or any other Prospectus Document should not, in connection with the Rights Issue, distribute or send the same in, into or from, or transfer nil-paid Rights Shares to any person in, into or from, overseas. If a PAL or EAF or a credit of nil-paid Rights Shares in CCASS is received by any person in any such territory, or by his/her/its agent or nominee, he/she/it should not seek to take up the rights referred to in the PAL or EAF or transfer the PAL (or apply for any excess Rights Shares under the EAF unless the Company and the Underwriter determine that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, agents, custodians, nominees and trustees) who does forward this PAL or any other Prospectus Documents in, into or from outside of Hong Kong (whether under a contractual or legal obligation or otherwise) should draw the recipient's attention to the contents of this section.

Notwithstanding any other provision in the PAL or any other Prospectus Documents, the Company reserves the right to permit any Shareholder to take up his/her/its nil-paid Rights Shares and/or to apply for excess Rights Shares if the Company, in its absolute discretion, is satisfied that the transaction in question is exempt from or not subject to the legislation or regulations giving rise to the restrictions in question.

#### **REPRESENTATIONS AND WARRANTIES**

By completing, signing and submitting this PAL, each purchaser of nil-paid Rights Shares or subscriber of Rights Shares hereby represents and warrants to the Company and to any person acting on their behalf, unless in their sole discretion the Company waives such requirement expressly in writing that:

- he/she/it was a Shareholder on the Record Date, or he/she/it lawfully acquired or may lawfully acquire the nil-paid Rights Shares, directly or indirectly, from such a person; and
- he/she/it may lawfully be offered, take up, obtain, subscribe for and receive the nil-paid Rights Shares and/or the fully-paid Rights Shares in the jurisdiction in which he/she/it resides or is currently located.

Any Qualifying Shareholder accepting and/or transferring the PAL or requesting registration of the Rights Shares comprised therein represents and warrants to the Company that, except where proof has been provided to the satisfaction of the Company that such person's use of the PAL will not result in the contravention of any applicable legal requirement in any jurisdiction: (i) such person is not accepting and/or transferring the PAL, or requesting registration of the relevant nil-paid Rights Shares or fully-paid Rights Shares from outside of Hong Kong; (ii) such person outside of Hong Kong or in any territory in which it is otherwise unlawful to make or accept an offer to acquire the nil-paid Rights Shares or the fully-paid Rights Shares or to use the PAL in any manner in which such person has used or will use it; (iii) such person is not acting on a non-discretionary basis for a person resident in any of the jurisdictions outside of Hong Kong at the time the instruction to accept or transfer was given; and (iv) such person is not acquiring the nil-paid Rights Shares or the fully-paid Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renouncement, pledge, transfer, delivery or distribution, directly or indirectly, of any such nil-paid Rights Shares or fully-paid Rights Shares into any of the jurisdictions outside of Hong Kong.

收到暫定配額通知書及／或任何其他章程文件或中央結算系統股份賬戶存入未繳股款供股股份並不(亦將不會)構成在提呈要約屬違法之該等司法權區提呈要約，在該等情況下，暫定配額通知書及／或其他章程文件須視為僅供參照處理，亦不應複製或轉發。任何人士(包括(並不限於)代理人、保管人、代名人及受託人)如收到暫定配額通知書及／或任何其他章程文件之副本，不應(就供股而言)將其在、向或由香港以外地區派發或寄發或在、向或由香港以外地區向任何人士轉讓未繳股款供股股份。倘若任何人在任何有關地區收到，或其代理或代名人收到暫定配額通知書或額外申請表格或中央結算系統存入未繳股款供股股份，其不可尋求接納暫定配額通知書或額外申請表格內所述之權利或轉讓暫定配額通知書(或根據額外申請表格申請任何額外供股股份)，除非本公司及包銷商決定，有關行為不會導致違反適用法律或監管規定，則作別論。任何人士(包括(並不限於)代理人、保管人、代名人及受託人)如將本暫定配額通知書或任何其他章程文件在、向或由香港以外地區轉交(無論根據合約或法律責任或其他理由)，應促使收件人注意本節內容。

儘管暫定配額通知書或任何其他章程文件有任何其他規定，倘若本公司按其絕對酌情決定信納有關交易獲豁免遵守或不受限於引致有關限制的法例或規例，則本公司保留權利容許任何股東接納其未繳股款供股股份及／或申請額外供股股份。

### **聲明及保證**

倘若填妥、簽署及交回本暫定配額通知書，即表示每名有關的未繳股款供股股份之買方或供股股份之認購人據此向本公司及代表彼等之其他人士作出以下聲明及保證，除非本公司按其全權酌情決定以書面方式明確豁免有關規定，則作別論：

- 彼於記錄日期已經成為股東，或彼已依法或可依法從有關人士直接或間接取得未繳股款供股股份；及
- 彼可合法在其居住或目前身處之司法權區獲提呈、接納、取得、認購及收取未繳股款供股股份及／或繳足股款供股股份。

若任何合資格股東接納及／或轉讓暫定配額通知書或要求登記暫定配額通知書內的供股股份，除非已提供令本公司信納的證據，證明有關人士使用暫定配額通知書將不會違反任何司法權區的任何適用法律規定，有關人士等同已向本公司聲明及保證：(i)有關人士並非身在香港以外任何司法權區接納及／或轉讓暫定配額通知書，或要求登記有關的未繳股款供股股份或繳足股款供股股份；(ii)有關人士並非身在香港以外地區，或身在任何地區導致其作出或接納要約以收購未繳股款供股股份或繳足股款供股股份乃屬違法，或該人士曾經或將以任何方式使用暫定配額通知書乃屬違法行為；(iii)於作出接納或轉讓指示時該人士並非以非全權委託形式為居於香港以外地區之人士行事；及(iv)有關人士並非為直接或間接提呈、出售、配發、接納、行使、轉售、放棄、抵押、轉讓、交付或分派任何有關未繳股款供股股份或繳足股款供股股份至香港以外任何司法權區而購買未繳股款供股股份或繳足股款供股股份。

The Company may treat as invalid any acceptance or purported acceptance of the allotment of Rights Shares comprised in, or transfer or purported transfer of, the PAL if it: (i) appears to the Company to have been executed in, or despatched from outside of Hong Kong, and the acceptance or transfer may involve a breach of the laws of outside of Hong Kong or the acceptance or transfer is otherwise in a manner which may involve a breach of the laws of any jurisdiction or if the Company or its agents believe the same may violate any applicable legal or regulatory requirement; (ii) provides an address outside of Hong Kong for delivery of definitive share certificates for Rights Shares and such delivery would be unlawful or provides an address for delivery of definitive share certificates in any other jurisdiction outside Hong Kong in which it would be unlawful to deliver such certificates; or (iii) purports to exclude the representation and/or warranty required by the paragraph immediately above.

Completion and return of the PAL by any person will constitute a warranty and representation to the Company, by such person, that all registration, legal and regulatory requirements, in connection with such application have been or will be duly complied with by that person.

For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties above.

## **GENERAL**

Lodgement of this PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour this PAL 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 a split PAL and/or the share certificates for the Rights Shares. Further copies of the Prospectus are available at the Registrar, Computershare Hong Kong Investor Services Limited, at 17M/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

This PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong. Nil-paid Rights Shares are expected to be traded in board lots of 4,000. References in this PAL to time are to Hong Kong time unless otherwise stated.

By completing, signing and submitting this PAL, you agree to disclose to the Company and/or its Registrar and 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 provides the holders of securities with rights to ascertain whether the Company or its Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and its 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 Registrar at its address set out above.

On behalf of the Board  
**V.S. International Group Limited**  
**Beh Kim Ling**  
*Chairman*

倘出現下列情況，本公司可視任何接納或聲稱接納暫定配額通知書內的供股股份的配額，或轉讓或聲稱轉讓暫定配額通知書為無效：(i) 本公司認為其為於香港以外地區簽立或寄發及接納或轉讓可能涉及違反香港以外地區的法律或接納或轉讓有可能違反任何司法權區的法例，或倘本公司或其代理人相信，二者可能違反任何適用法律或監管規定；(ii) 就交付供股股份正式股票所提供的地址位於香港以外地區而有關交付屬違法，或就交付正式股票所提供的地址位於香港境外且交付該等股票乃屬違法的任何其他司法權區；或(iii) 聲稱拒絕上一段所規定的聲明及／或保證。

任何人士填妥及交回暫定配額通知書將構成該位人士對本公司作出之一項保證及聲明，表示該位人士已妥為遵照或將妥善遵照有關申請之所有登記、法律及監管規定。

為免產生疑慮，特此聲明，香港結算及香港中央結算(代理人)有限公司概不受上述任何聲明及保證所規限。

### 一般事項

本暫定配額通知書連同(如適用)由獲發本暫定配額通知書人士所簽署的轉讓及提名表格一經交回，即為交回的一名或多名人士有權處理暫定配額通知書及收取分拆的暫定配額通知書及／或供股股份股票的確證。如需要額外的供股章程，可於過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17M樓)索取。

所有文件(包括退款支票)將以平郵方式寄予有關申請人或其他應得的人士，郵誤風險概由彼等自行承擔。

本暫定配額通知書及接納其中所載的所有要約均須受香港法例規限，並按香港法例詮釋。預期末繳股款供股股份將以4,000股的每手買賣單位進行買賣。除另有說明者外，本暫定配額通知書內所提及的時間均為香港時間。

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及／或其過戶登記處及彼等各自的顧問及代理披露個人資料及彼等所需而有關於閣下或閣下為其利益而接納暫定配發的供股股份的人士的任何資料。《個人資料(私隱)條例》給予證券持有人權利可確定本公司或其過戶登記處是否持有其個人資料、索取有關資料的副本，以及更正任何不準確的資料。根據《個人資料(私隱)條例》，本公司及其過戶登記處有權就處理任何查閱資料的要求收取合理費用。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的資料的所有要求，應寄往於上文所示地址之過戶登記處收啟。

承董事會命  
威鉞國際集團有限公司  
主席  
馬金龍

二零一七年八月二十一日