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本文件必須整份交回方為有效。

IMPORTANT

重要提示

Reference is made to the prospectus (the “Prospectus”) issued by Yu Tak International Holdings Limited (the “Company”) dated 28 February 2018 in relation to the Rights Issue. Terms defined in the Prospectus shall bear the same meanings when used herein unless the context otherwise requires.

THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES EXPIRES AT 4:00 P.M. ON WEDNESDAY, 14 MARCH 2018.

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS PAL, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES IN THE COMPANY, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.

Dealings in the Shares may be settled through CCASS operated by Hong Kong Securities Clearing Company Limited (“HKSCC”) and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional advisers for details of those settlement arrangements and how such arrangements may affect your rights and interests.

A copy of each of the Prospectus Documents, together with the written consent referred to in the paragraph headed “8. Expert and Consent” in Appendix III to the Prospectus, has been registered by the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance. The Registrar of Companies in Hong Kong and the SFC take no responsibility as to the contents of any of these documents.

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited (“Stock Exchange”) and HKSCC take no responsibility for the contents of this document, 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 document.

Subject to the granting of listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange and 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 date 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.

茲提述御德國際控股有限公司(「本公司」)就供股所刊發日期為二零一八年二月二十八日之供股章程(「供股章程」)。除文義另有所指外，供股章程所界定之詞彙在本通知書內具有相同涵義。

本暫定配額通知書(「暫定配額通知書」)具有價值及可轉讓，務請閣下立即處理。本暫定配額通知書及隨附之額外供股股份申請表格所載之要約之有效期於二零一八年三月十四日(星期三)下午四時正屆滿。

閣下如對本暫定配額通知書之任何方面或應採取之行動有任何疑問，或如已出售或轉讓閣下全部或部分本公司股份，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

股份之交易可透過香港中央結算有限公司(「香港結算」)管理之中央結算系統結算。有關該等結算之安排以及該等安排對閣下權利及權益可能造成之影響，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

各供股章程文件之副本連同供股章程附錄三「8. 專家及同意書」一段所述之書面同意書之副本已根據公司(清盤及雜項條文)條例第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及證監會對任何此等文件之內容概不負責。

香港交易及結算所有限公司、香港聯合交易所有限公司(「聯交所」)及香港結算對本文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本文件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。

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，以及符合香港結算之股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可由未繳股款及繳足股款供股股份各自在聯交所開始買賣日期或香港結算決定之其他日期起，於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易須於其後第二個交易日在中央結算系統內進行交收。所有在中央結算系統內進行之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。



Form A
表格甲



YU TAK INTERNATIONAL HOLDINGS LIMITED

御德國際控股有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 8048)

(股份代號: 8048)

RIGHTS ISSUE ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY TWO EXISTING SHARES HELD ON THE RECORD DATE AT HK\$0.10 PER RIGHTS SHARE PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON WEDNESDAY, 14 MARCH 2018

按於記錄日期每持有兩股現有股份獲發一股供股股份之基準

按每股供股股份0.10港元之價格進行供股

股款須於接納時(不遲於二零一八年三月十四日(星期三)下午四時正)繳足

Hong Kong Branch Share Registrar and Transfer Office:

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

香港股份過戶登記分處：
香港中央證券登記有限公司
香港灣仔皇后大道東183號合和中心17樓1712-1716號舖

Registered Office of the Company:

本公司註冊辦事處：
Clarendon House, 2 Church Street, Hamilton HM11, Bermuda

Principal place of business in Hong Kong:

香港主要營業地點：
7/F, Nan Fung Tower, 88 Connaught Road Central, Hong Kong

香港干諾道中88號南豐大廈7樓

PROVISIONAL ALLOTMENT LETTER ("PAL")

暫定配額通知書(「暫定配額通知書」)

28 February 2018
二零一八年二月二十八日

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/名稱及地址

Total number of Shares registered in your name(s) on Tuesday, 27 February 2018
於二零一八年二月二十七日(星期二)登記於閣下名下之股份總數

BOX A
甲欄

Number of Shares provisionally allotted to you, subject to payment in full on acceptance by no later than 4:00 p.m. on Wednesday, 14 March 2018
暫定配發予閣下之股份數目，股款須不遲於二零一八年三月十四日(星期三)下午四時正接納時繳足

BOX B
乙欄

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

BOX C
丙欄

HKS
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 number here:
請在此填上閣下之聯絡電話：





IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARES, HONG KONG 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 STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARES REPRESENTED BY THIS DOCUMENT.

在轉讓認購供股股份之權利時，每項買賣雙方均須繳付香港印花稅。除出售之外，饋贈或轉讓實益擁有之權益亦須繳付香港印花稅。在本文件所指之任何供股股份權利轉讓登記之前，須出示已繳付香港印花稅之證明。

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 his/her/their right(s) to subscribe for the Rights Shares comprised in Box B of form A)
(僅供有意轉讓表格甲中乙欄所列其認購供股股份之全部權利之合資格股東填寫及簽署)

To: The Directors
Yu Tak International Holdings Limited
致：御德國際控股有限公司
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/吾等認購供股股份之全部權利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) (all joint Shareholders must sign)
股東簽署(所有聯名股東均須簽署)

Date: _____ 2018 日期：二零一八年 _____ 月 _____ 日

Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.
有關轉讓供股股份之認購權時須支付香港印花稅。

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 rights to subscribe for the Rights Shares has/have been transferred)

(僅供已獲轉讓認購供股股份之權利之人士填寫及簽署)

To: The Directors
Yu Tak International Holdings Limited
致：御德國際控股有限公司
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 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供股章程所載之條款，並在貴公司之公司細則之規限下接納此等股份。

				Existing Shareholder(s) Please mark "X" in this box 現有股東請在本欄內填上「X」號		
To be completed in BLOCK letters in ENGLISH. Joint applicants should give the address of the first-named applicant only. 請用英文正楷填寫。聯名申請人只須填報排名首位之申請人地址。						
Names of Chinese applicants must be given both in English and in Chinese characters. 華裔申請人須填寫中英文姓名。						
Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Other names 名字	Name in Chinese 中文姓名			
Name continuation and/or name(s) of joint applicant(s) (if required) 續姓名及/或聯名申請人姓名(如有需要)						
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地址)						
Occupation 職業				Tel. No. 電話號碼		
Dividend Instructions股息指示						
Name and address of bank 銀行名稱及地址			Bank Account no.銀行賬戶號碼			
			BANK 銀行	BRANCH 分行	ACCOUNT 賬戶	
			Bank account type 銀行賬戶類型			

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

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

Date: _____ 2018 日期：二零一八年 _____ 月 _____ 日

Hong Kong Stamp duty is payable in connection with the acceptance of the rights to subscribe for the Rights Shares.
有關接納認購供股股份之權利時須支付香港印花稅。



TO ACCEPT THIS PROVISIONAL ALLOTMENT IN FULL, YOU MUST LODGE THIS ORIGINAL DOCUMENT WITH THE COMPANY' S HONG KONG BRANCH SHARE REGISTRAR AND TRANSFER OFFICE COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED, AT SHOPS 1712-1716, 17TH FLOOR, HOPEWELL CENTRE, 183 QUEEN' S ROAD EAST, WAN CHAI, HONG KONG, TOGETHER WITH A REMITTANCE BY CHEQUE OR CASHIER' S ORDER IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C OF FORM A ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR NO LATER THAN 4:00 P.M. ON WEDNESDAY, 14 MARCH 2018. 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 "YU TAK INTERNATIONAL HOLDINGS LIMITED" AND MUST BE CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT ON THE PAGE ATTACHED TO THIS PAL. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

It should be noted that the Underwriting Agreement in respect of the Rights Issue contains provisions entitling the Underwriter to terminate the Underwriting Agreement by notice in writing to the Company at any time prior to 5:00 p.m. on Monday, 19 March 2018 if:

- (a) the Underwriter shall become aware of the fact that, or shall have reasonable cause to believe that, any of the warranties given by the Company under the Underwriting Agreement was untrue, inaccurate, misleading or breached, and in each case the same is (in the reasonable opinion of the Underwriter) material in the context of the Rights Issue; or
- (b)
 - (i) any new law or regulation is enacted, or there is any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority, whether in Hong Kong, Bermuda or elsewhere;
 - (ii) there is any change in local, national or international financial, political, industrial or economic conditions;
 - (iii) there is any change of an exceptional nature in local, national or international equity securities or currency markets;
 - (iv) there is any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict;
 - (v) there is any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange;
 - (vi) there is any suspension in the trading of the Shares on the Stock Exchange for a continuous period of ten (10) Business Days;
 - (vii) there is any change or development involving a prospective change in taxation or exchange controls in Hong Kong or elsewhere which will or may materially and adversely affect the Group or a material proportion of the Shareholders in their capacity as such,

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

- (1) likely to have a material adverse effect on the business or financial or trading position or prospects of the Group taken as a whole; or
 - (2) likely to have a material adverse effect on the success of the Rights Issue or the level of Rights Shares to be Taken Up; or
 - (3) so material as to make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue; or
- (c) there is a breach by the Company of the Underwriting Agreement,
- then the Underwriter may, in addition to and without prejudice to any other remedies to which the Underwriter may be entitled, by notice in writing to the Company terminate the Underwriting Agreement forthwith. If the Underwriter exercises such right of termination, the Underwriting Agreement will not become unconditional and the Rights Issue will not proceed. Full details of the termination rights of the Underwriter are set out in the Prospectus.

It should be noted that the Shares have been dealt with on an ex-rights basis on Wednesday, 14 February 2018. Dealings in the Rights Shares in the nil-paid form will take place from Friday, 2 March 2018 to Friday, 9 March 2018 (both days inclusive). If the conditions of the Rights Issue are not fulfilled on or before 5:00 p.m. on Monday, 19 March 2018 (or such other date as the Company and the Underwriter may agree in writing), or the Underwriting Agreement is terminated by the Underwriter, the Rights Issue will not proceed. Any persons dealing in the Rights Shares in their nil-paid form during the period from Friday, 2 March 2018 to Friday, 9 March 2018 (both days inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating dealing in the Shares or nil-paid Rights Shares are recommended to consult their own professional advisers.

A SEPARATE CHEQUE OR CASHIER' S ORDER MUST ACCOMPANY EACH APPLICATION

NO RECEIPT WILL BE GIVEN.

閣下如欲接納全部暫定配額，須將本文件正本連同以港元繳付上列表格甲丙欄所示數額之全部款項(以支票或銀行本票形式)，不遲於二零一八年三月十四日(星期三)下午四時正前送交本公司香港股份過戶登記分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。所有股款須以港元支付，且支票須由香港持牌銀行賬戶開出，或銀行本票須由香港持牌銀行發出，並註明抬頭人為「**YU TAK INTERNATIONAL HOLDINGS LIMITED**」，並以「**只准入抬頭人賬戶**」方式劃線開出。有關轉讓及分拆之指示載於本暫定配額通知書附頁。本公司將不會就該等股款發出收據。

務請注意，有關供股之包銷協議載有條文，倘發生以下事件，則包銷商有權於二零一八年三月十九日(星期一)下午五時正前任何時間以書面方式通知本公司以終止包銷協議：

- (a) 包銷商知悉或有合理理由相信本公司於包銷協議項下作出之任何保證為失實、不準確、有所誤導或已遭違反，且於各情況下包銷商合理認為上述事件對供股而言屬重大；或
- (b) (i) 香港、百慕達或其他地區頒佈任何新法例或規例，或現有的法例或規例有變，或任何法院或其他管轄機關更改其詮釋或適用範圍；
(ii) 地區、國家或國際金融、政治、工業或經濟情況出現任何變動；
(iii) 地區、國家或國際股本證券或貨幣市場出現任何特別性質之變動；
(iv) 任何地區、國家或國際間敵對行為、暴動或武裝衝突爆發或升級；
(v) 聯交所全面停止或暫停證券買賣，或對有關買賣施加重大限制；
(vi) 股份在聯交所持續十(10)個營業日暫停買賣；
(vii) 出現涉及香港或其他地區之稅務或外匯管制預期變動之任何變動或事態發展，而將會或可能對本集團或大部份股東(作為股東)構成重大不利影響，

而包銷商合理認為上述一項或多項事件：

- (1) 可能會對本集團之整體業務、財務或交易狀況或前景構成重大不利影響；或
- (2) 可能會對供股之成功與否或供股股份之承購程度構成重大不利影響；或
- (3) 影響非常嚴重，令繼續進行供股屬不宜、不智或不適當；或

- (c) 本公司違反包銷協議，

則包銷商可(於包銷商可能有權享有之任何其他補救措施外，並且在不影響有關補救措施之前提下)向本公司發出書面通知後即時終止包銷協議。倘包銷商行使該終止權利，則包銷協議不會無條件成立，而供股將不會進行。有關包銷商終止權利之詳盡資料載於供股章程。

務請注意，股份已於二零一八年二月十四日(星期三)按除權基準買賣。以未繳股款形式買賣供股股份將由二零一八年三月二日(星期五)至二零一八年三月九日(星期五)(包括首尾兩日)進行。倘供股條件未能於二零一八年三月十九日(星期一)下午五時正(或本公司與包銷商可能以書面方式協定之其他日期)或之前達成，或包銷商終止包銷協議，則供股將不會進行。於二零一八年三月二日(星期五)至二零一八年三月九日(星期五)(包括首尾兩日)期間以未繳股款形式買賣供股股份之任何人士，須承擔供股可能無法無條件成立或可能不會進行之風險。任何擬買賣股份或未繳股款供股股份之股東或其他人士應諮詢其專業顧問。

每份申請須隨附獨立之支票或銀行本票

本公司將不會發出收據。