

IMPORTANT
重要提示

Reference is made to the prospectus issued by GLOBAL TECH (HOLDINGS) LIMITED (the “Company”) dated Wednesday, 12 April 2017 in relation to the Rights Issue (the “Prospectus”).

Capitalised terms used herein have the same meaning as those defined in the Prospectus 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 EXCESS APPLICATION FORM (“EAF”) EXPIRES AT 4:00 P.M. ON FRIDAY, 28 APRIL 2017 (OR SUCH LATER TIME AND/OR DATE AS MENTIONED IN THE PARAGRAPH “EFFECT OF BAD WEATHER” OVERLEAF), SAVE AND EXCEPT FOR THE UNDERTAKING SHAREHOLDERS PURSUANT TO THE TERMS AND CONDITIONS OF THEIR RESPECTIVE IRREVOCABLE UNDERTAKING.

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

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited (the “Stock Exchange”) and Hong Kong Securities Clearing Company Limited (“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.

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

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in 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.

A copy of each of the Prospectus Documents, together with the other document(s) mentioned in the paragraph headed “15. Documents Delivered to the Registrar of Companies” in Appendix V to the Prospectus, have 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, the Stock Exchange and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of the documents referred to above.

If you wish to exercise your right to subscribe for all the Rights Shares specified in this PAL, you should lodge this PAL in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Hong Kong Branch Registrar, Tricor Abacus Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong, by not later than 4:00 p.m. on Friday, 28 April 2017, save and except for the undertaking shareholders pursuant to the terms and conditions of their respective irrevocable undertaking. All remittances must be made by cheque or cashier’s order in Hong Kong dollars. Cheques must be drawn on an account with, or cashier’s orders must be issued by, a licensed bank in Hong Kong and made payable to “**GLOBAL TECH (HOLDINGS) LTD – (RIGHTS ISSUE ACCOUNT)**” and crossed “**ACCOUNT PAYEE ONLY**”.

茲提述耀科國際（控股）有限公司（「本公司」）於二零一七年四月十二日（星期三）刊發之章程（「章程」），內容有關供股。

除文義另有所指外，本暫定配額通知書所用詞彙與章程所界定者具有相同涵義。

此乃有價值及可轉讓之暫定配額通知書（「暫定配額通知書」），應即時處理。本暫定配額通知書及隨附之額外申請表格（「額外申請表格」）所載要約將於二零一七年四月二十八日（星期五）下午四時正（或較後時間及／或背頁「惡劣天氣之影響」一段所述之日期）結束（承諾股東根據彼等各自不可撤回承諾的條款及條件除外）。

閣下如對本暫定配額通知書或應採取之行動有任何疑問，或如閣下已出售或轉讓閣下名下全部或部分本公司之股份，應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。

香港交易及結算所有限公司、聯交所及香港中央結算有限公司對本暫定配額通知書之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本暫定配額通知書全部或任何部份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。

本公司證券、未繳股款及繳足股款供股股份之買賣可透過中央結算系統進行交收，而閣下應就該等交收安排之詳情及該等安排可能對閣下之權利及權益構成之影響諮詢閣下之股票經紀或其他持牌證券交易商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。

待聯交所批准未繳股款及繳足股款供股股份上市及買賣，並符合香港結算之證券收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，自未繳股款及繳足股款供股股份各自開始於聯交所買賣當日或香港結算指定之其他日期起，可於中央結算系統寄存、結算及交收。聯交所參與者之間於任何交易日之交易必須於其後第二個交易日在中央結算系統進行交收。所有於中央結算系統進行之活動必須遵照不時生效之《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。

各份章程文件連同章程附錄五「15. 送呈公司註冊處處長之文件」一段所指之其他文件之副本，已經遵照《公司（清盤及雜項條文）條例》第342C條之規定由香港公司註冊處處長註冊。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上述任何文件之內容概不負責。

倘閣下有意行使閣下之權利認購本暫定配額通知書註明之所有供股股份，閣下應不遲於二零一七年四月二十八日（星期五）下午四時正按照本暫定配額通知書印列之指示將本暫定配額通知書連同須於接納時繳付之全部股款送交香港股份過戶登記分處卓佳雅柏勤有限公司，地址為香港皇后大道東183號合和中心22樓（承諾股東根據彼等各自不可撤回承諾的條款及條件除外）。所有股款均須以港幣支票或銀行本票繳付，而有關支票或銀行本票須以香港之持牌銀行戶口付款或由香港之持牌銀行開出，並註明抬頭人為「**GLOBAL TECH (HOLDINGS) LTD - (RIGHTS ISSUE ACCOUNT)**」，並以「只准入抬頭人賬戶」劃線方式開出。



GLOBAL TECH (HOLDINGS) LIMITED

耀科國際(控股)有限公司*

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 143)

(股份代號: 143)

PROPOSED RIGHTS ISSUE

**ON THE BASIS OF ONE (1) RIGHTS SHARE FOR EVERY TWO (2) EXISTING SHARES
HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$0.170 PER RIGHTS SHARE
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON FRIDAY, 28 APRIL 2017, SAVE AND EXCEPT FOR THE UNDERTAKING
SHAREHOLDERS PURSUANT TO THE TERMS AND CONDITIONS OF THEIR
RESPECTIVE IRREVOCABLE UNDERTAKING**

建議供股

基準為於記錄日期每持有兩(2)股現有股份獲發一(1)股供股股份
認購價為每股供股股份港幣**0.170元**
股款須於接納時繳足，即不遲於
二零一七年四月二十八日(星期五)下午四時正
(承諾股東根據彼等各自不可撤回承諾的條款及條件除外)

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

*Hong Kong Branch Share
Registrar and Transfer Office:*
香港股份過戶登記分處:

Tricor Abacus Limited
Level 22
Hopewell Centre
183 Queen's Road East
Hong Kong

卓佳雅柏勤有限公司
香港
皇后大道東183號
合和中心
22樓

*Principal Place of Business in
Hong Kong:*

Registered Office:
香港主要營業地點:
15th Floor of Tower II
Admiralty Centre
No.18 Harcourt Road
Hong Kong
香港
夏慤道18號
海富中心
第二座15樓

Registered Office:

註冊辦事處:
P.O. Box 309
Ugland House
George Town
Grand Cayman
KY1-1104,
Cayman Islands

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

Total number of Shares registered in your name(s) on Friday, 31 March 2017
於二零一七年三月三十一日(星期五)以閣下名義登記之股份總數

Box A
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Friday, 28 April 2017, save and except for the undertaking shareholders pursuant to the terms and conditions of their respective irrevocable undertaking.
暫定配發予閣下之供股股份數目，股款須於接納時繳足，即不遲於二零一七年四月二十八日(星期五)下午四時正(承諾股東根據彼等各自不可撤回承諾的條款及條件除外)。

Box B
乙欄

Box C
丙欄

Total subscription monies payable on acceptance in full
於接納時應繳足之認購款項總額

HK\$
港幣

Contact telephone no:

聯絡電話號碼：_____

Dealings in the nil paid Rights Shares will take place from 9:00 a.m. Tuesday, 18 April 2017 to 4:00 p.m. Tuesday, 25 April 2017 (both dates inclusive).

Any Shareholders or other persons contemplating dealing in the Shares and/or nil paid Rights Shares are recommended to consult their own professional advisers.

All references to time and dates mentioned in this PAL refer to Hong Kong local times and dates.

THIS FORM IS NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES.

To accept this provisional allotment of the Rights Shares in full, you must lodge this PAL intact with the Hong Kong Branch Registrar, Tricor Abacus Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, together with a Remittance in Hong Kong dollars for the full amount shown in Box C above so as to be received by not later than 4:00 p.m. on Friday, 28 April 2017. All remittances must be made in Hong Kong dollars either by cheque drawn on a bank account with, or by a cashier's order issued by, a licensed bank in Hong Kong. All such cheques or cashier's orders must be made payable to "**GLOBAL TECH (HOLDINGS) LTD - (RIGHTS ISSUE ACCOUNT)**" and crossed "**ACCOUNT PAYEE ONLY**", instructions on transfer and splitting are set out overleaf. No receipt will be given for such remittances.

Shares have been dealt in on an ex-right basis from Wednesday, 29 March 2017. Dealings in the Rights Shares in their nil-paid form will take place from 9:00 a.m. Tuesday, 18 April 2017 to 4:00 p.m. Tuesday, 25 April 2017 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled at or before the latest time for termination (or such later time or date as the Company and the Underwriter may agree in writing), or if the Underwriter terminates the Underwriting Agreement in accordance with the terms thereof prior to the latest time for termination, the Rights Issue will not proceed. Any shareholders or other persons contemplating dealing in the shares and/or the Rights Shares in their nil-paid form prior to the date on which conditions of the Rights Issue are fulfilled or the date on which the Underwriter's right of termination of the Underwriting Agreement ceases, are accordingly subject to the risk that the right issue may not become unconditional or may not proceed. Any shareholders or other persons contemplating any dealings in the shares and/or the Rights Shares in their nil-paid form are recommended to consult their own professional advisers.

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement or if the conditions of the Rights Issue are not fulfilled, the monies received in respect of acceptances for the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in the case of joint acceptances, to the first-named person without interest, by means of cheques despatched in the ordinary post at the risk of such Qualifying Shareholders to the registered address or such other persons on or before Thursday, 11 May 2017.

未繳股款供股股份將於二零一七年四月十八日(星期二)上午九時正至二零一七年四月二十五日(星期二)下午四時正(包括首尾兩日)期間買賣。

任何有意買賣股份及／或未繳股款供股股份之股東或其他人士應諮詢彼等本身之專業顧問。

本暫定配額通知書提及之所有時間和日期均指香港本地時間和日期。

本表格不可直接或間接在或向美國發放、刊發或派發。

閣下如全數接納此供股股份之暫定配額，必須將本暫定配額通知書連同以港幣繳付上列丙欄所示之全數股款，於二零一七年四月二十八日(星期五)下午四時正前送交香港股份過戶登記分處卓佳雅柏勤有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款均須以港幣繳付，並須以香港持牌銀行之銀行戶口開出之支票或發出之銀行本票支付。所有該等支票或銀行本票須註明抬頭人為「**GLOBAL TECH (HOLDINGS) LTD - (RIGHTS ISSUE ACCOUNT)**」，並須以「**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背頁。本公司不會就有關股款發出收據。

股份已由二零一七年三月二十九日(星期三)起按除權基準進行買賣。未繳股款供股股份將於二零一七年四月十八日(星期二)上午九時正至二零一七年四月二十五日(星期二)下午四時正(包括首尾兩日)買賣。倘供股之條件未有於最後終止時限或之前(或本公司與包銷商可能書面同意之較後時間或日期)達成，或倘包銷商於最後終止時限前根據包銷協議之條款將其終止，則供股將不會進行。於供股之條件獲達成當日或包銷商可終止包銷協議之權利終止當日前，擬買賣股份及／或未繳股款供股股份之任何股東或其他人士將因此承擔供股未必成為無條件或未必會進行之風險。擬買賣股份及／或未繳股款供股股份之任何股東或其他人士務請諮詢其專業顧問之意見。

倘包銷商行使權利終止或撤銷包銷協議，或倘供股之條件未獲達成，則就接納供股股份所收取之股款將不計利息退還予合資格股東或已獲有效轉讓未繳股款供股股份之其他人士(倘為聯名接納人，則為名列首位之人士)，支票將於二零一七年五月十一日(星期四)或之前以平郵方式寄往合資格股東之登記地址或有關其他人士，郵誤風險概由彼等自行承擔。

NO RECEIPT WILL BE GIVEN
所有繳款將不獲發收據

IN THE EVENT OF A TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), HONG KONG AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM 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，每宗出售及購買均須繳納香港從價印花稅。餽贈或以出售以外之方式轉讓實益權益亦須繳納香港從價印花稅。在辦理本文件所代表供股股份之任何權益轉讓登記之前，須出示已繳納香港從價印花稅之證明。

FORM OF TRANSFER AND NOMINATION

轉讓及提名表格

Form B
表格乙

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Shares comprised herein)
(僅供擬將其／彼等於本表格所列認購供股股份之權利全數轉讓之合資格股東填寫及簽署)

To: The Directors
GLOBAL TECH (HOLDINGS) LIMITED
致：耀科國際(控股)有限公司
列位董事

Dear Sirs or Madams,

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

敬啟者：

本人／吾等茲將本暫定配額通知書所列本人／吾等認購供股股份之權利全部轉讓予接受此權利並簽署以下登記申請表格(表格丙)之人士。

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

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

Date: _____, 2017

日期：二零一七年____月____日

Hong Kong Ad valorem stamp duty is payable in connection with the transfer of the rights to subscribe for Rights Shares.
轉讓認購供股股份之權利須繳納香港從價印花稅。

REGISTRATION APPLICATION FORM

登記申請表格

Form C
表格丙

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares has/have been transferred)
(僅供承讓認購供股股份權利之人士填寫及簽署)

To: The Directors
GLOBAL TECH (HOLDINGS) LIMITED
致： 耀科國際(控股)有限公司
列位董事

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 Provisional Allotment Letter and the Prospectus and subject to the memorandum of association and the articles of association of the Company.

敬啟者：

本人／吾等謹請閣下將表格甲內乙欄所列之供股股份數目登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及章程所載之條款，以及在貴公司之組織章程大綱及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」符號	
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To be completed in **BLOCK** letters in **ENGLISH** in ink. Joint applicants should give the address of the first-named applicant only.
請用英文大楷填寫。聯名申請人只須填報首名申請人之地址。

For Chinese applicant(s), please provide your name(s) in both English and Chinese.
中國籍申請人請同時填寫中英文姓名。

Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Other Name 名字	Name in Chinese 中文姓名	
Name continuation and/or name(s) of joint applicant(s) (if required) 續名及／或聯名申請人姓名(如有需要)				
Address in English (joint applicants should give address of the first-named applicant only) 英文地址(聯名申請人只須填報首名申請人之地址)				
Occupation 職業		Telephone number 電話號碼		
Dividend Instructions 股息指示			Bank account number 銀行賬戶號碼	
Name & address of bank 銀行名稱及地址	BANK 銀行		BRANCH 分行	ACCOUNT 賬戶
	Account type 賬戶類別		For office use only 公司專用	

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

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

Date: _____, 2017

日期：二零一七年_____月_____日

Hong Kong Ad valorem stamp duty is payable in connection with the transfer of the rights to subscribe for Rights Shares.
轉讓認購供股股份之權利須繳納香港從價印花稅。



GLOBAL TECH (HOLDINGS) LIMITED

耀科國際(控股)有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 143)

Dear Qualifying Shareholders,

INTRODUCTION

Reference is made to the prospectus (the "Prospectus") dated Wednesday, 12 April 2017 issued by GLOBAL TECH (HOLDINGS) LIMITED (the "Company"). Capitalised terms used herein shall have the same meaning as those defined in the Prospectus, unless the context otherwise requires.

In accordance with the terms set out in the Prospectus accompanying this PAL despatched to the Qualifying Shareholders, the Directors have provisionally allotted to you the Rights Shares on the basis of one (1) Rights Share for every two (2) existing Shares registered in your name on the register of members of the Company as at the Record Date (i.e. Friday, 31 March 2017). Your holding of the Shares as at the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B.

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

The Rights Shares, when allotted, issued and fully-paid, will rank *pari passu* in all respects with the Shares then in issue, including the right to receive all future dividends and distributions which may be declared, made or paid by reference to a record date after the date of allotment of the Rights Shares in their fully-paid form.

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

No action has been taken by the Company to permit the offering of the Rights Shares or the distribution of the Prospectus Documents in any jurisdiction other than Hong Kong. Accordingly, no person receiving the Prospectus Documents in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in a jurisdiction 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 anyone receiving the Prospectus Documents outside Hong Kong wishing to make an application for the Rights Shares to satisfy itself/himself/herself/themselves, as to the full observance of the laws and regulations of all relevant jurisdiction, including the obtaining of any governmental or other consents and to pay any taxes and duties required to be paid in such jurisdiction in connection therewith. Any acceptance of the offer of the Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been or will be fully complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representation or warranty. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction. No application for the Rights Shares will be accepted from any person who is a prohibited shareholder (if any).

TERMINATION OF THE UNDERWRITING AGREEMENT

If, prior to the Latest Time for Termination:

- (a) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (i) 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 absolute 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; or
 - (ii) 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 of the Underwriting Agreement) of a political, military, financial, economic or other nature (whether or not *eiusdem 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 absolute 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 materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (b) 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 absolute 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
- (c) there is any change in the circumstances of the Company or any member of the Group which in the absolute 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 member of the Group or the destruction of any material asset of the Group; or
- (d) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (e) any other material adverse change in the business or the financial or trading position or prospects of the Group as a whole whether or not *eiusdem generis* with any of the foregoing; or

- (f) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (g) any suspension in the trading of securities generally or the Company's securities on the Main Board of the Stock Exchange for a period of more than ten consecutive Business Days, excluding any suspension in connection with the clearance of the Announcement, or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue, the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

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

- (a) any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (b) any event occurs or matter arises on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which if it had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the warranties contained thereof untrue or incorrect in any material respect and which comes to the knowledge of the Underwriter.

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

Upon the giving of notice in accordance with the above, the Underwriting Agreement shall terminate and the obligations and liabilities of the parties shall forthwith cease and determine and none of the parties shall have any claim against the other party save for any antecedent breaches.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact with the Hong Kong Branch Registrar, Tricor Abacus Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by no later than 4:00 p.m. on Friday, 28 April 2017. This will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the memorandum and articles of association of the Company. All remittances must be made in Hong Kong dollars by cheques which must be drawn on a bank account with, or by cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to "GLOBAL TECH (HOLDINGS) LTD – (RIGHTS ISSUE ACCOUNT)" and crossed "ACCOUNT PAYEE ONLY". No receipt will be given for such remittances. It should be noted that unless this PAL, duly completed, together with the appropriate remittance shown in Box C, have been received as described above by no later than 4:00 p.m. on Friday, 28 April 2017, whether lodged by the original allottee or any person in whose favour the rights have been validly transferred, this provisional allotment and all rights to subscribe for the Rights Shares hereunder will be deemed to have been declined and will be cancelled. 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 it is not completed in accordance with the relevant instructions. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage. Completion and return of this PAL will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong, in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. Please note that no provisional allotment of Rights Shares will be made to the Prohibited Shareholders (if any) and no PAL will be sent to them.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B), and hand this PAL to the transferee(s) or through whom you are transferring your rights. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Hong Kong Branch Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by no later than 4:00 p.m. on Friday, 28 April 2017. All remittances must be in Hong Kong dollars by cheques which must be drawn on a bank account with, or by cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to "GLOBAL TECH (HOLDINGS) LTD – (RIGHTS ISSUE ACCOUNT)" and crossed "ACCOUNT PAYEE ONLY". It should be noted that Hong Kong Ad Valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment or to transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by no later than 4:00 p.m. on Thursday, 20 April 2017 to the Hong Kong Branch Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at the Hong Kong Branch Registrar at the above address after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

APPLICATION FOR EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying form of application for excess Rights Shares and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, in accordance with the instructions set out therein, with the Hong Kong Branch Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by no later than 4:00 p.m. on Friday, 28 April 2017. All remittances must be made in Hong Kong dollars by cheques which must be drawn on a bank account with, or cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to "GLOBAL TECH (HOLDINGS) LTD – (EXCESS APPLICATION ACCOUNT)" and crossed "ACCOUNT PAYEE ONLY". No receipt will be given for such remittances. It should be noted that the allotment of excess Rights Shares, if any, will be made at the discretion of the Directors on a fair and equitable basis and on a pro-rata basis to the excess Rights Shares being applied for under each application. Please refer to the Prospectus for further details. There is no guarantee that the Company will allot and issue any excess Rights Shares that you have applied for.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately upon receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of a PAL with a cheque and/or cashier's order, whether by you or by any nominated transferee, will constitute a warranty by you or the nominated transferee that the cheque or cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company, the Company reserves the right to reject any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights and entitlements will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES AND REFUND

Subject to the fulfillment of the conditions of the Rights Issue, it is expected that the share certificates for the fully-paid Rights Shares and/or excess Rights Shares will be posted by the Hong Kong Branch Registrar to the persons entitled thereto by ordinary post at their own risk to their registered addresses on or before Thursday, 11 May 2017.

You will receive one share certificate for all the fully-paid Rights Shares and/or excess Rights Shares allotted and issued to you.

Refund cheques in respect of wholly or partially unsuccessful applications for the excess Rights Shares (if any) are expected to be posted on or before Thursday, 11 May 2017 by ordinary post to the applicants, at their own risk, to their registered address.

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement or if any of the conditions of the Rights Issue is not fulfilled, the monies received in respect of acceptance for the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in the case of joint acceptances, to the first-named person without interest, by means of cheques despatched by ordinary post at the risk of such Qualifying Shareholders or such other persons to their registered address on or before Thursday, 11 May 2017.

EFFECT OF BAD WEATHER

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 time before 12:00 noon and no longer in force after 12:00 noon on Friday, 28 April 2017, the Latest Acceptance Date will be extended to 4:00 p.m. on the same Business Day; or
- (ii) in force in Hong Kong at any time between 12:00 noon and 4:00 p.m. on Friday, 28 April 2017, the Latest Acceptance Date 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..

GENERAL

Lodgment of this PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split PALs and/or the share certificates for the fully-paid Rights Shares.

This PAL and any acceptance of the provisional allotment pursuant to it shall be governed by, and construed in accordance with, the laws of Hong Kong.

Further copies of the Prospectus giving details of the Rights Issue are available from the Hong Kong Branch Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong during normal business hours.

PERSONAL DATA COLLECTION – PAL

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Hong Kong Branch Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) (the "Ordinance") provides the holders of securities with rights to ascertain whether the Company or the Hong Kong Branch Registrar holds their personal data, to obtain a copy of that data and to correct any data that is inaccurate. In accordance with the Ordinance, the Company and the Hong Kong Branch 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 head office and principal place of business in Hong Kong at 15th Floor of Tower II, Admiralty Centre, No.18 Harcourt Road, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary, or (as the case may be) to the Hong Kong Branch Registrar at Level 22 Hopewell Centre, 183 Queen's Road East, Hong Kong, for the attention of the Privacy Compliance Officer.

Yours faithfully,
For and on behalf of
GLOBAL TECH (HOLDINGS) LIMITED
Du Jun
Chairman