

IMPORTANT
重要提示

Reference is made to the prospectus issued by GET Holdings Limited (“Company”) dated 20 January 2017 in relation to the Rights Issue (“Prospectus”). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

茲提述智易控股有限公司（「本公司」）日期為二零一七年一月二十日就供股刊發之供股章程（「供股章程」）。除文義另有所指外，供股章程所界定之詞彙與本文件所採用者具有相同涵義。

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 TUESDAY, 7 FEBRUARY 2017 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” OVERLEAF).

此乃有價值及可轉讓的暫定配額通知書（「暫定配額通知書」），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」）所載的要約將於二零一七年二月七日（星期二）下午四時正（或於惡劣天氣情況下，則於背頁「惡劣天氣的影響」一段所述之有關較後時間或日期）屆滿。

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, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, OTHER LICENSED CORPORATION, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本暫定配額通知書任何方面或應採取之行動有任何疑問或閣下如已出售或轉讓閣下全部或部分股份，應諮詢閣下的持牌證券交易商、其他持牌法團、銀行經理、律師、專業會計師或其他專業顧問。

A copy of each of the Prospectus Documents, together with copies of the documents specified in the paragraph headed “16. Documents delivered to the Registrar of Companies” in Appendix III to the Prospectus, has been registered by the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (WUMP) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, the Stock Exchange and the Securities and Futures Commission of Hong Kong take no responsibility for the contents of any of these documents referred to above.

各份章程文件連同供股章程附錄三內「16. 送呈公司註冊處處長之文件」一段所述之文件之副本，已根據香港法例第32章公司（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、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。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this PAL, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this PAL.

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

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

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後，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，自其各自於聯交所開始買賣未繳股款及繳足股款供股股份之日期或於香港結算釐定之有關其他日期起，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之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。



GET HOLDINGS LIMITED

智易控股有限公司*

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

(於開曼群島註冊成立及於百慕達存續之有限公司)

(Stock code: 8100)

(股份代號：8100)

**RIGHTS ISSUE OF 148,149,412 RIGHTS SHARES AT HK\$0.52 PER RIGHTS SHARE
ON THE BASIS OF ONE(1) RIGHTS SHARE FOR EVERY TWO(2) EXISTING SHARES
HELD ON THE RECORD DATE PAYABLE IN FULL
ON ACCEPTANCE BY NOT LATER THAN 4:00 P.M. ON TUESDAY, 7 FEBRUARY 2017**

按每股供股股份0.52港元供股發行148,149,412股供股股份，
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
股款最遲須於二零一七年二月七日(星期二)下午四時正接納時全數繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

*Branch share registrar and
transfer office in Hong Kong:*

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

香港股份過戶登記分處：
卓佳登捷時有限公司
香港
皇后大道東183號
合和中心22樓

Registered office:

註冊辦事處：
Clarendon House
2 Church Street
Hamilton HM11
Bermuda

*Head office and principal place of
business in Hong Kong:*

Room 1703, 17/F
Harcourt House
39 Gloucester Road
Wanchai
Hong Kong

總辦事處及香港主要營業地點：

香港
灣仔
告士打道39號
夏慤大廈
17樓1703室

20 January 2017

二零一七年一月二十日

* For identification purposes only

* 僅供識別

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

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Number of Shares registered in your name(s)
on Thursday, 19 January 2017
於二零一七年一月十九日(星期四)登記
於閣下名下之股份數目

Box A
甲欄

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Number of Rights Shares provisionally
allotted to you subject to payment in full on
acceptance by not later than 4:00 p.m. on
Tuesday, 7 February 2017
暫定配發予閣下之供股股份數目，股款須不
遲於二零一七年二月七日(星期二)下午四時
正前接納時繳足

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Box B
乙欄

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Total subscription monies payable
應繳認購股款總額

Box C
丙欄

HK\$ 港元

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

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TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, TRICOR TENGIS 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 THE REGISTRAR BY NOT LATER THAN 4:00 P.M. ON TUESDAY, 7 FEBRUARY 2017 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED "**EFFECT OF BAD WEATHER**" OVERLEAF). 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 "**GET 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 REMITTANCE.

The Rights Issue is conditional upon the fulfilment of the conditions set out under the paragraph headed "Conditions of the Rights Issue" in the section headed "Letter from the Board" in the Prospectus.

The Underwriter may terminate the Underwriting Agreement by notice in writing to the Company at any time prior to 4:00 p.m. on Wednesday, 8 February 2017 if:

- (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 of the Group as a whole or is materially adverse in the context of the Rights Issue; or

- (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date thereof), of a political, military, financial, economic or other nature (whether or not ejusdem generic with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position of the Group as a whole; or
 - (c) any material adverse change in the business or in the financial or trading position of the Group as a whole; or
 - (d) the imposition of any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange due to exceptional financial circumstances or otherwise; or
 - (e) 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
- (2) any material adverse 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 Hong Kong or other jurisdiction relevant to the Group or 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 which in the reasonable opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (3) the Prospectus in connection with the Rights Issue when published contains information (either as to the condition of the Group or as to its compliance with any laws or the GEM Listing Rules or any applicable regulations) which has not prior to the date thereof been publicly announced or published by the Company and which may in the reasonable opinion of the Underwriter is material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to apply for its provisional allotment of Rights Shares under 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 rescind the Underwriting Agreement if prior to the Latest Time for Termination:

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

In the event that the Underwriter exercises its rights to terminate or rescind the Underwriting Agreement as described above, the Rights Issue will not proceed.

The Shares have been dealt with on an ex-rights basis from Wednesday, 11 January 2017. Dealings in the Rights Shares in their nil-paid form will take place from Tuesday, 24 January 2017 to Thursday, 2 February 2017 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled or the Underwriting Agreement is terminated by the Underwriter at or before 4:00 p.m. on Wednesday, 8 February 2017 (or such later time as the Underwriter may agree with the Company), the Rights Issue will not proceed.

Accordingly, any persons contemplating buying or selling the Shares and/or nil-paid Rights Shares up to the date when the conditions of the Rights Issue are fulfilled (and the date on which the Underwriter's right of termination of the Underwriting Agreement ceases), and any dealings in the nil-paid Rights Shares from Tuesday, 24 January 2017 to Thursday, 2 February 2017 (both dates inclusive) shall bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating any dealings in the Shares and/or nil-paid Rights Shares are recommended to consult their own professional advisers.

Each person accepting the provisional allotment specified in this PAL confirms that he/she/it has read the terms and conditions and acceptance procedures set out in the enclosed sheet and in the Prospectus and agrees to be bound by them.

閣下如欲接納全部供股股份的暫定配額，必須將本暫定配額通知書整份連同上文丙欄所示須於接納供股股份時應繳的港元全數股款，於二零一七年二月七日（星期二）下午四時正前交回登記處卓佳登捷時有限公司（地址為香港皇后大道東183號合和中心22樓）並獲登記處收訖（或於惡劣天氣情況下，則於背頁「惡劣天氣的影響」一段所述之有關較後時間或日期）。所有股款須以港元繳付，並以在香港持牌銀行戶口開出的支票或以香港持牌銀行發出的銀行本票支付。所有支票或銀行本票均須註明抬頭人為「**GET HOLDINGS LTD – RIGHTS ISSUE ACCOUNT**」，並以「**只准入抬頭人賬戶**」劃線方式開出。有關轉讓及分拆配額的指示載於背頁。本公司將不就有關股款另發收據。

供股須待供股章程「董事會函件」一節「供股之條件」一段所載條件達成後，方可作實。

倘出現下述情況，包銷商可於二零一七年二月八日（星期三）下午四時正前任何時間隨時向本公司發出書面通知而終止包銷協議：

- (1) 包銷商合理認為下列事件已對供股之成功構成重大不利影響：
 - (a) 引入任何新法規或任何現有法例或法規（或其司法詮釋）之任何變動，或發生屬任何性質之其他事件，而包銷商合理認為可能對本集團之整體業務或財務或經營狀況造成重大不利影響，或對供股而言屬重大不利；或
 - (b) 發生政治、軍事、財務、經濟或其他性質（不論是否與前述任何一項同類）之任何本地、國家或國際事件或變動（不論是否構成於包銷協議日期之前及／或之後發生或持續之連串事件或變動之一部分），或性質為任何本地、國家或國際騷動或敵對行為或武裝衝突爆發升級，或影響本地證券市場之事件或變動，而包銷商合理認為對本集團之整體業務或財務或經營狀況造成重大不利影響；或
 - (c) 本集團之整體業務或財務或經營狀況有任何重大不利變動；或
 - (d) 股份在聯交所之買賣因特殊金融情況或其他原因而被實施任何全面禁止、暫停或施加重大限制；或
 - (e) 發生任何不可抗力事件，包括（但於不損害其一般性原則下）任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、罷工或停工；或
- (2) 市況出現任何重大不利變動（包括但不限於香港或與本集團或本集團任何成員公司有關之其他司法權區之財政或貨幣政策或外匯或貨幣市場變動，或證券買賣被暫停或受到限制，或遭受經濟制裁以及貨幣狀況變動，就本條款而言包括香港貨幣與美利堅合眾國貨幣匯價掛鈎體系之變動），而包銷商合理認為將導致進行供股為不宜或不智；或
- (3) 有關供股之供股章程刊發後載有於供股章程日期前並未由本公司宣佈或刊發之資料（不論有關本集團之狀況或有關其遵守任何法例或創業板上市規則或任何適用法規），而包銷商合理認為可能對本集團整體而言乃屬重大，並可能會對供股之成功造成重大不利影響，或導致審慎投資者不申請認購其於供股項下之供股股份暫定配額，

包銷商有權於最後終止時限前向本公司發出書面通知以終止包銷協議。

包銷商有權於最後終止時限前發出書面通知以撤銷包銷協議：

- (1) 包銷商知悉嚴重違反任何載於包銷協議之保證或承諾；或
- (2) 包銷商得悉於包銷協議日期或之後至最後終止時限前發生任何事件或產生任何事宜，而有關事件或事宜倘於包銷協議日期前發生或產生，應會令包銷協議所載本公司之任何聲明、保證或承諾於任何重大方面失實或錯誤。

倘包銷商如上文所述行使其權利終止或取消包銷協議，供股將不會進行。

股份已於二零一七年一月十一日（星期三）起按除權基準買賣。未繳股款供股股份將於二零一七年一月二十四日（星期二）起至二零一七年二月二日（星期四）（包括首尾兩日）買賣。倘於二零一七年二月八日（星期三）下午四時正（或包銷商與本公司可能協定之有關較後時間）或之前，供股條件未能達成或包銷商終止包銷協議，則供股將不會進行。

因此，有意於供股條件達成當日（及包銷商終止包銷協議之權利停止當日）前買賣股份及／或未繳股款供股股份以及由二零一七年一月二十四日（星期二）起至二零一七年二月二日（星期四）（包括首尾兩日）買賣任何未繳股款供股股份之任何人士，均須承擔供股未必會成為無條件或未必會進行之風險。建議擬買賣任何股份及／或未繳股款供股股份之任何股東或其他人士應諮詢彼等本身之專業顧問。

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其已閱讀所附文件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。

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

每份申請須隨附一張獨立開出的支票或銀行本票
本公司將不就股款另發收據

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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 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 RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓供股股份的認購權，每項買賣均須繳付從價印花稅。除以出售形式外，饋贈或轉讓實益擁有的權益亦須繳付從價印花稅。

在登記轉讓本文件所代表之認購供股股份之權利前，須出示已繳付從價印花稅的證明。

FORM OF TRANSFER AND NOMINATION

轉讓及提名表格

Form B (To be completed and signed only by Qualifying Shareholder(s) who wish(es) to transfer all
表格乙 of his/her/its/their right(s) to subscribe for the Rights Share(s) comprised herein)
(只供擬轉讓其／彼等全部供股股份認購權的合資格股東填寫及簽署)

To: The Directors
GET Holdings Limited
致： 智易控股有限公司
列位董事 台照

Dear Sir/Madam,

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全數轉讓予接受此權利並簽署下列登記申請表格（表格丙）的該（等）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

Ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.

閣下轉讓供股股份之認購權須繳付從價印花稅。

REGISTRATION APPLICATION FORM
登記申請表格

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

To: The Directors
GET Holdings Limited
致：智易控股有限公司
列位董事 台照

Dear Sir/Madam,
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 memorandum of continuance and the bye-laws 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供股章程所載條款，以及在貴公司之存續大綱及公司細則規限下，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	<input type="checkbox"/>
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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的申請人的地址。

For Chinese applicant(s), please provide your name(s) in both English and Chinese.
華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	Name in Chinese 中文姓名	
	Other names 名字		
Name(s) of joint applicant(s) (if any) 聯名申請人姓名 (如有)			
Address in English 英文地址 (Joint applicants should give the address of the first-named applicant only) (聯名申請人只須填報排名首位的申請人的地址)			
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 number 銀行賬戶號碼	

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

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

Date: _____ 2017

日期：二零一七年____月____日

Ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.

閣下轉讓供股股份之認購權須繳付從價印花稅。



GET HOLDINGS LIMITED

智易控股有限公司*

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

(Stock code: 8100)

20 January 2017

Dear Qualifying Shareholder(s),

INTRODUCTION

Reference is made to the prospectus of GET Holdings Limited (“Company”) dated 20 January 2017 in relation to the Rights Issue (“Prospectus”). Terms defined in the Prospectus shall have the same meanings when used herein unless context otherwise requires. In accordance with the terms and conditions as set out in the Prospectus, the Directors have provisionally allotted to you a number of Rights Shares on the basis of one (1) Rights Share for every two (2) existing Shares registered in your name(s) in the register of members of the Company on the Record Date (that is, Thursday, 19 January 2017) at the subscription price of HK\$0.52 per Rights Share. Your holding of the Shares on the Record Date is set out in Box A in Form A and the number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

Any Rights Shares provisionally allotted, but not accepted by the Qualifying Shareholders or otherwise not subscribed for by transferees of nil-paid Rights Shares, will be available for excess applications by the Qualifying Shareholders using the accompanying Excess Application Form (“EAF”).

The Prospectus Documents have not been and will not be registered under the applicable securities legislation of any jurisdictions other than Hong Kong. The Prospectus (without this PAL and the EAF) is being sent to the Excluded Shareholders (if any) for their information only. Save as described under the paragraph headed “Rights of Overseas Shareholders” in the section headed “Letter from the Board” in the Prospectus, no action has been taken by the Company to permit the offering of the Rights Issue in any territory outside Hong Kong.

No persons receiving a copy of the Prospectus or a PAL or an EAF and having a registered address in the register of members of the Company in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of any person (including but without limitation, a nominee, agent and trustee) receiving the Prospectus Documents outside Hong Kong and wishing to make an application for the Rights Shares under the Rights Issue to satisfy himself/herself/itself as to the full observance of the laws of the relevant territory or jurisdiction including the obtaining of any governmental or other consents for observing any other formalities which may be required in such territory or jurisdiction, and to pay any taxes, duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. No application for Rights Shares will be accepted from the Excluded Shareholders (if any). The Company reserves the right to refuse to accept any application for Rights Shares where it believes that acceptance would violate the applicable securities or other laws or regulations of any jurisdiction outside Hong Kong.

* For identification purposes only

RIGHTS SHARES

The Rights Shares, when allotted and fully paid, will rank pari passu in all respects with the Shares then in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which may be declared, made or paid on or after the date of 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 both nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from their respective commencement dates of dealings in the Right Shares in both nil-paid and fully-paid forms on the Stock Exchange or such other dates as may be 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

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Tengis 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 shown in Box C in Form A, so as to be received by not later than 4:00 p.m. on Tuesday, 7 February 2017 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed "Effect of Bad Weather" below). All remittances must be made 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 "**GET HOLDINGS LTD — RIGHTS ISSUE ACCOUNT**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the memorandum of continuance and the bye-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

It should be noted that unless this duly completed PAL, together with the appropriate remittance shown in Box C in Form A, has been lodged in the manner as described above, by not later than 4:00 p.m. on Tuesday, 7 February 2017 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed "Effect of Bad Weather" below), whether by the original allottee or any person to whom the rights have been validly transferred, the relevant provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled and such Rights Shares will be available for application under the EAFs by other Qualifying Shareholders. The Company may (at its sole and absolute discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions.

Completion and return of this PAL will constitute a warranty and representation to the Company, from such person, 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. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that in doing so would violate the applicable securities legislations or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representation or warranty.

TRANSFER AND SPLITTING

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 in Form A with the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by not later than 4:00 p.m. on Tuesday, 7 February 2017 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed "Effect of Bad Weather" below). 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 "**GET HOLDINGS LTD — RIGHTS ISSUE ACCOUNT**" and crossed "**Account Payee Only**". 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.

If you wish to accept only part of your provisional allotment or transfer 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 by not later than 4:30 p.m. on Thursday, 26 January 2017 with the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, who will cancel this original PAL and issue new PAL(s) in the denominations required which will be available for collection at the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong after 9:00 a.m. on the second business day after the surrender of this original PAL(s). 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 and absolute discretion) treat PAL(s) as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter may terminate the Underwriting Agreement by notice in writing to the Company at any time prior to 4:00 p.m. on Wednesday, 8 February 2017 if:

- (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 of the Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date thereof), of a political, military, financial, economic or other nature (whether or not ejusdem generic with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position of the Group as a whole; or
 - (c) any material adverse change in the business or in the financial or trading position of the Group as a whole; or
 - (d) the imposition of any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange due to exceptional financial circumstances or otherwise; or
 - (e) 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
- (2) any material adverse 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 Hong Kong or other jurisdiction relevant to the Group or 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 which in the reasonable opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (3) the Prospectus in connection with the Rights Issue when published contains information (either as to the condition of the Group or as to its compliance with any laws or the GEM Listing Rules or any applicable regulations) which has not prior to the date thereof been publicly announced or published by the Company and which may in the reasonable opinion of the Underwriter is material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to apply for its provisional allotment of Rights Shares under 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 rescind the Underwriting Agreement if prior to the Latest Time for Termination:

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

In the event that the Underwriter exercises its rights to terminate or rescind the Underwriting Agreement as described above, the Rights Issue will not proceed.

CONDITIONS OF THE RIGHTS ISSUE

The Rights Issue is conditional upon:

- (1) the Stock Exchange granting or agreeing to grant (subject to allotment) the listing of, and permission to deal in, all the Rights Shares (in their nil-paid and fully-paid forms) by no later than the Prospectus Posting Date and the Stock Exchange not having withdrawn or revoked such listings and permission on or before the Latest Time for Termination;
- (2) the filing and registration of all documents relating to the Rights Issue, which are required to be filed or registered with the Registrar of Companies in Hong Kong in accordance with the Companies (WUMP) Ordinance by no later than the Prospectus Posting Date;
- (3) the posting of the Prospectus Documents to the Qualifying Shareholders by the Prospectus Posting Date;
- (4) the delivery of the duly executed Access Magic Undertaking, Ace Source Undertaking, Wealthy Hope Undertaking, Well Peace Undertaking, Mr. Kuang's Undertaking, Mr. Lau's Undertaking and Mr. Lee's Undertaking to the Company and the Underwriter on or before the date of the Underwriting Agreement;
- (5) the compliance with and performance by (i) Access Magic of the Access Magic Undertaking; (ii) Ace Source of the Ace Source Undertaking; (iii) Wealthy Hope of the Wealthy Hope Undertaking; (iv) Well Peace of the Well Peace Undertaking; (v) Mr. Kuang of the Mr. Kuang's Undertaking; (vi) Mr. Lau of the Mr. Lau's Undertaking; and (vii) Mr. Lee of the Mr. Lee's Undertaking, up to and inclusive of the Latest Time for Acceptance; and
- (6) the Underwriting Agreement not being terminated by the Underwriter pursuant to the terms thereof on or before the Latest Time for Termination.

None of the conditions precedent as set out above is capable of being waived by any party to the Underwriting Agreement.

If the conditions precedent as set out above are not satisfied by the respective dates set out above (or such later time and/or dates as the Underwriter may agree with the Company in writing), the Underwriting Agreement shall terminate and (save in respect of any provisions relating to confidentiality and miscellaneous matters and any rights or obligations which may accrue under the Underwriting Agreement prior to such termination) no party will have any claim against any other party for costs, damages, compensation or otherwise.

CHEQUES AND CASHIER'S ORDER

All cheques and cashier's orders will be presented for payment immediately following receipt and all interests earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of the PAL and/or EAF together with a cheque or a cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant that the cheque or the cashier's order will be honoured on first presentation. Without prejudice to its other rights of the Company in respect thereof, the Company reserves the right to reject any PAL and/or EAF in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and in that event the relevant provisional allotment of Rights Shares and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application for Rights Shares, and any underpaid application will be rejected. In the event of an overpaid application, a refund cheque, without interest, will be made out to you only if the overpaid amount is HK\$100 or above. No receipt will be issued in respect of any PAL and/or relevant remittance received.

Subject to the fulfilment of the conditions of the Rights Issue, refund cheques, without interest, in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted by ordinary post at your own risk to your registered addresses on or before Wednesday, 15 February 2017. If the Underwriter exercises its rights to terminate the Underwriting Agreement on or before the Latest Time for Termination or if any of the conditions of the Rights Issue to which the Rights Issue is subject is not fulfilled, the Rights Issue will not proceed and the application monies received in respect of the relevant provisional allotments and/or the applications for excess Rights Shares will be returned, without interest, to the applicants (or in the case of joint applicants, to the first named applicant) by means of cheques (crossed "Account Payee Only") to be despatched by ordinary post to their registered addresses at the risk of such applicants on or before Wednesday, 15 February 2017.

SHARE CERTIFICATES AND REFUND CHEQUES

Subject to the fulfilment of the conditions of the Rights Issue, share certificates for the fully-paid Rights Shares are expected to be posted by Wednesday, 15 February 2017 to those Shareholders entitled thereto by ordinary post at their own risks. You, except HKSCC Nominees Limited, will receive one share certificate for all the Rights Shares and/or excess Rights Shares (if any), both in fully-paid form, allotted and issued to you.

Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares are also expected to be posted on or before Wednesday, 15 February 2017 by ordinary post at such Shareholders' own risk.

EXCESS RIGHTS SHARES

You may, by way of excess application, apply for (i) any unsold entitlements of the Excluded Shareholders (if any) and (ii) any Rights Shares representing unsold fractional entitlement, together with any Rights Shares provisionally allotted but not accepted by any Qualifying Shareholders or otherwise subscribed for by transferees of nil-paid Rights Shares. Application for excess Rights Shares can be made by completing the EAF and lodging 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 Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by not later than 4:00 p.m. on Tuesday, 7 February 2017 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed "Effect of Bad Weather" below). 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 "**GET HOLDINGS LTD — EXCESS APPLICATION ACCOUNT**" and crossed "**Account Payee Only**". No receipt will be given for such remittances.

The Board will allocate the excess Rights Shares to the Qualifying Shareholders who have applied for excess application on a pro-rata basis to the excess Rights Shares applied by them, without involving allocation of any fractional Rights Share. No preference will be given to applications made for topping odd lot holdings to whole board lot holdings. It should be noted that the lodging of the EAF does not assure the Qualifying Shareholder of being allocated any Rights Shares in excess of those of his/her/its provisional allotments.

FRACTIONAL ENTITLEMENTS

The Company will not provisionally allot and will not accept applications for any fractions of Rights Shares. All fractions of Rights Shares will be aggregated and all nil-paid Rights Shares arising from such aggregation will be sold in the market if a premium (net of expenses) can be achieved, and the Company will retain the proceeds from such sales for its own benefit. Details of the odd lots arrangement and matching services are set out in the Prospectus.

EFFECT OF BAD WEATHER

If there is a "black" rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong on such day (i) at any time before 12:00 noon and no longer in force after 12:00 noon, the Latest Time for Acceptance will be extended to 5:00 p.m. on the same business day; and (ii) at any time between 12:00 noon and 4:00 p.m., the Latest Time for Acceptance will be extended to the next business day.

GENERAL

Lodgment of this PAL with, where relevant, the "Form of transfer and nomination" (Form B) purporting to have been signed by the person(s) in whose favour this PAL has been issued, shall be conclusive evidence of the title or the party or parties lodging it to deal with the same and to receive a split letter of allotment and/or the certificates for Rights Shares.

Further copies of the Prospectus are available at the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong.

All documents, including refund cheques, will be sent by ordinary post at the risks of the relevant applicants or other persons entitled thereto to their registered addresses by the Registrar on or before Wednesday, 15 February 2017. Any refund cheques will be drawn in favour of the person named on this form (or in case of joint applicants, the first-named applicant).

This PAL and all acceptances of the offer contained herein shall be governed by and construed in accordance with the laws of Hong Kong.

PERSONAL DATA COLLECTION — PAL

By completing, signing and submitting this PAL, you agree to disclose to the Company, the 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) provides the holders of securities with rights to ascertain whether the Company or the Registrar holds 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 (Chapter 486 of the Laws of Hong Kong), the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its head office and principal place of business at Room 1703, 17/F, Harcourt House, 39 Gloucester Road, Wanchai, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company, or (as the case may be) to the Registrar at its address set out above for the attention of Privacy Compliance Officer.

Yours faithfully,
On behalf of the Board
GET Holdings Limited
Kuang Hao Kun Giovanni
Chairman



GET HOLDINGS LIMITED

智易控股有限公司*

(於開曼群島註冊成立及於百慕達存續之有限公司)

(股份代號：8100)

敬啟者：

緒言

茲提述智易控股有限公司(「本公司」)日期為二零一七年一月二十日有關供股之供股章程(「供股章程」)。除文義另有所指外，供股章程所界定詞彙與本暫定配額通知書所採用者具有相同涵義。根據供股章程所載條款及條件，董事已向閣下暫定配發若干數目供股股份，基準為於記錄日期(即二零一七年一月十九日(星期四))以閣下名義在本公司股東名冊上登記之每兩(2)股現有股份可獲配發一(1)股供股股份，認購價為每股供股股份0.52港元。閣下於記錄日期持有之股份列於表格甲內甲欄，而閣下所獲暫定配發的供股股份數目則列於表格甲內乙欄。

任何暫定配發而未獲合資格股東接納之供股股份或未獲承讓人認購之未繳足股款供股股份，將可供合資格股東利用隨附之額外申請表格(「額外申請表格」)作出額外申請。

章程文件並無亦不會根據香港以外之任何司法權區之任何適用證券法律登記。向除外股東(如有)寄發之供股章程(並無隨附本暫定配額通知書及額外申請表格)乃僅供彼等參考。除供股章程「董事會函件」一節中「海外股東之權利」一段所述外，本公司概無採取任何行動以批准於香港以外任何地區提呈供股。

於香港以外任何司法權區之人士倘接獲供股章程或暫定配額通知書或額外申請表格並於本公司股東名冊上具其登記地點，不得視之為申請供股股份要約或邀請，除非有關要約或邀請可於有關司法權區合法地作出而毋須遵照任何登記或其他法律或監管規定則除外。在香港以外地區接獲章程文件而擬申請供股之供股股份之任何人士(包括但不限於代理人、代理及受託人)，須自行確保完全遵守有關地區或司法權區之法律(包括取得任何政府或其他同意以遵守有關地區或司法權區規定之其他手續)，並繳付有關地區或司法權區就此而規定繳付之任何稅項、徵稅及其他款項。本公司將不會接納除外股東(如有)認購供股股份的申請。倘本公司相信接納任何認購供股股份的申請會觸犯香港以外任何司法權區的適用證券或其他法例或規則，則本公司有權拒絕接納有關申請。

供股股份

供股股份一經配發及繳足，將與當時已發行股份在所有方面享有同等地位。繳足股款供股股份之持有人將有權收取於繳足股款供股股份配發日期或以後可能宣派、作出或派付之所有未來股息及分派。

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，自未繳股款及繳足股款供股股份於聯交所之各自開始買賣未繳股款及繳足股款供股股份之日期或於香港結算訂定之有關其他日期起，可於中央結算系統內寄存、結算及交收。聯交所參與者間之任何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。

接納之手續

閣下如欲承購供股股份之全部暫定配額，必須將整份本暫定配額通知書連同表格甲內丙欄所載於接納時應付之全數股款，並且不遲於二零一七年二月七日（星期二）下午四時正（或於惡劣天氣情況下，則於下文「惡劣天氣的影響」一段所述之有關較後時間或日期）送交登記處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款須以港元繳付。支票須以香港之持牌銀行戶口開出，或銀行本票須由香港之持牌銀行發出，及註明抬頭人為「**GET HOLDINGS LTD – RIGHTS ISSUE ACCOUNT**」，並劃線註明「**只准入抬頭人賬戶**」。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，及在本公司存續大綱及公司細則的規限下接納供股股份之暫定配額。本公司將不另發股款收據。所有有關本暫定配額通知書的查詢均須寄交上述地址之登記處。

務請留意，填妥之本暫定配額通知書連同表格甲內丙欄所示之應繳股款須不遲於二零一七年二月七日（星期二）下午四時正（或於惡劣天氣情況下，則於下文「惡劣天氣的影響」一段所述之有關較後時間或日期）由原承配人或任何已有效承讓供股權利之人士按上述方式送達登記處，否則有關暫定配額及一切有關權利及配額將被視作放棄並予以取消，而有關供股股份將供其他合資格股東以額外申請表格作出申請。即使暫定配額通知書並未遵照有關指示填妥，本公司仍可（全權酌情決定）視暫定配額通知書為有效，並使遞交暫定配額通知書的人士或其代表受其約束。

填妥及交回本暫定配額通知書將構成有關人士向本公司作出保證及聲明，其已經或將會就暫定配額通知書及其任何接納妥為遵守香港以外所有相關司法權區之一切登記、法例及法規之規定。本公司保留權利，倘其相信接納任何供股股份申請將違反任何司法權區之適用證券法例或其他法例或法規，則拒絕受理有關申請。為免生疑，香港結算或香港中央結算（代理人）有限公司將概不作出或受任何上述聲明或保證規限。

轉讓及分拆

閣下如欲轉讓根據本暫定配額通知書暫定配發予閣下的供股股份的全部認購權，須填妥及簽署「轉讓及提名表格」（表格乙）並將本暫定配額通知書交予承讓人或接納閣下轉讓權利之人士。承讓人須填妥及簽署「登記申請表格」（表格丙），並將整份本暫定配額通知書連同表格甲內丙欄所載於接納供股股份時應繳的全數股款，並且不遲於二零一七年二月七日（星期二）下午四時正（或於惡劣天氣情況下，則於下文「惡劣天氣的影響」一段所述之有關較後時間或日期）交回登記處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款須以港元繳付，而支票須以香港之持牌銀行戶口開出，或銀行本票須由香港之持牌銀行發出，及註明抬頭人為「**GET HOLDINGS LTD – RIGHTS ISSUE ACCOUNT**」，並劃線註明「**只准入抬頭人賬戶**」。謹請注意，轉讓閣下認購有關供股股份之權利予承讓人及接納承讓人的該等權利須繳付香港印花稅。

閣下如僅欲接納 閣下的部分暫定配額，或轉讓根據本暫定配額通知書暫定配發予 閣下的供股股份的部分認購權，或向超過一名人士轉讓 閣下全部或部分權利，則 閣下須不遲於二零一七年一月二十六日（星期四）下午四時三十分前將此份原暫定配額通知書交回登記處卓佳登捷時有限公司（地址為香港皇后大道東183號合和中心22樓）予以註銷，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收此份原暫定配額通知書後第二個營業日上午九時正後於登記處卓佳登捷時有限公司領取，地址為香港皇后大道東183號合和中心22樓。謹請注意，轉讓 閣下有關於供股股份之認購權予承讓人及承讓人接納該等權利須繳付香港印花稅。即使暫定配額通知書並未遵照有關指示填妥，本公司仍可（全權酌情決定）視暫定配額通知書為有效，並使遞交暫定配額通知書的人士或其代表受其約束。

終止包銷協議

倘出現下述情況，包銷商可於二零一七年二月八日（星期三）下午四時正前任何時間向本公司發出書面通知而終止包銷協議：

- (1) 包銷商合理認為下列事件已對供股之成功構成重大不利影響：
 - (a) 引入任何新法規或任何現有法例或法規（或其司法詮釋）之任何變動，或發生屬任何性質之其他事件，而包銷商合理認為可能對本集團之整體業務或財務或經營狀況造成重大不利影響，或對供股而言屬重大不利；或
 - (b) 發生政治、軍事、財務、經濟或其他性質（不論是否與前述任何一項同類）之任何本地、國家或國際事件或變動（不論是否構成於包銷協議日期之前及／或之後發生或持續之連串事件或變動之一部分），或性質為任何本地、國家或國際騷動或敵對行為或武裝衝突爆發升級，或影響本地證券市場之事件或變動，而包銷商合理認為對本集團之整體業務或財務或經營狀況造成重大不利影響；或
 - (c) 本集團之整體業務或財務或經營狀況有任何重大不利變動；或
 - (d) 股份在聯交所之買賣因特殊金融情況或其他原因而被實施任何全面禁止、暫停或施加重大限制；或
 - (e) 發生任何不可抗力事件，包括（但於不損害其一般性原則下）任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、罷工或停工；或
- (2) 市況出現任何重大不利變動（包括但不限於香港或與本集團或本集團任何成員公司有關之其他司法權區之財政或貨幣政策或外匯或貨幣市場變動，或證券買賣被暫停或受到限制，或遭受經濟制裁以及貨幣狀況變動，就本條款而言包括香港貨幣與美利堅合眾國貨幣匯價掛鈎體系之變動），而包銷商合理認為將導致進行供股為不宜或不智；或
- (3) 有關供股之供股章程刊發後載有關於供股章程日期前並未由本公司宣佈或刊發之資料（不論有關本集團之狀況或有關其遵守任何法例或創業板上市規則或任何適用法規），而包銷商合理認為可能對本集團整體而言乃屬重大，並可能會對供股之成功造成重大不利影響，或導致審慎投資者不申請認購其於供股項下之供股股份暫定配額，

包銷商有權於最後終止時限前向本公司發出書面通知以終止包銷協議。

包銷商有權於最後終止時限前發出書面通知以撤銷包銷協議：

- (1) 包銷商知悉嚴重違反任何載於包銷協議之保證或承諾；或
- (2) 包銷商得悉於包銷協議日期或之後至最後終止時限前發生任何事件或產生任何事宜，而有關事件或事宜倘於包銷協議日期前發生或產生，應會令包銷協議所載本公司之任何聲明、保證或承諾於任何重大方面失實或錯誤。

倘包銷商如上文所述行使其權利終止或撤銷包銷協議，供股將不會進行。

供股之條件

供股須待下列各項條件獲達成後，方可作實：

- (1) 聯交所於不遲於章程寄發日期批准或同意批准（受配發所規限）所有未繳股款及繳足股款供股股份上市及買賣，且聯交所於最後終止時限或之前並無撤銷或撤回有關上市及批准；
- (2) 於不遲於章程寄發日期就根據公司（清盤及雜項條文）條例須向香港公司註冊處處長進行存檔或登記之所有與供股有關之所有文件進行存檔及登記手續；
- (3) 於章程寄發日期前向合資格股東寄發章程文件；
- (4) 於包銷協議日期或之前向本公司及包銷商交付正式簽立之Access Magic承諾、Ace Source承諾、Wealthy Hope承諾、Well Peace承諾、鄭先生承諾、劉先生承諾及李先生承諾；
- (5) 直至及包括最後接納時限，(i) Access Magic遵守及履行Access Magic承諾；(ii) Ace Source遵守及履行Ace Source承諾；(iii) Wealthy Hope遵守及履行Wealthy Hope承諾；(iv) Well Peace遵守及履行Well Peace承諾；(v) 鄭先生遵守及履行鄭先生承諾；(vi) 劉先生遵守及履行劉先生承諾；及(vii) 李先生遵守及履行李先生承諾；及
- (6) 包銷商並無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。

上述先決條件概不可由包銷協議之任何訂約方豁免。

倘上述先決條件未能於上述訂明之各日期（或包銷商與本公司可能書面協定之有關較後時間及／或日期）前獲達成，則包銷協議將告終止，且訂約方將不得就成本、損害、賠償或以其他方式向任何其他訂約方提出任何申索（惟就於有關終止前根據包銷協議可能產生之任何權利或責任提出者除外）。

支票及銀行本票

所有支票及銀行本票將緊隨收取後即時過戶，而自有關款項產生之所有利息（如有）將撥歸本公司所有。填妥並交回暫定配額通知書及／或額外申請表格連同支付所申請供股股份股款之支票或銀行本票，將構成申請人之保證，指支票或銀行本票將於首次過戶時獲兌現。倘支票或銀行本票於首次過戶時未能兌現，在不影響本公司之其他權利的情況下，本公司保留拒絕受理任何暫定配額通知書及／或額外申請表格之權利，且供股股份之有關暫定配額及其下一切權利及配額將視作已遭放棄而被註銷。閣下須於申請供股股份時支付實際應付金額，任何未繳足股款申請將不獲受理。倘就申請支付過多款額，則在款額為100港元或以上時方會向閣下發出不含利息之退款支票。概不會就所接獲之任何暫定配額通知書及／或相關股款發出收據。

待供股條件獲達成後，預期就全部或部分不成功之額外供股股份（如有）申請發出之不含利息退款支票將於二零一七年二月十五日（星期三）或之前以平郵方式寄發至閣下之登記地址，郵誤風險概由閣下自行承擔。倘包銷商於最後終止時限或之前行使其權利終止包銷協議或倘規限供股之任何供股條件未獲達成，則供股將不會進行，而就相關暫定配額及／或額外供股股份申請所接獲之申請股款將以支票方式（劃線註明「只准入抬頭人賬戶」）退還（不含利息）予申請人（如屬聯名申請人，則寄予排名首位之申請人），有關支票將於二零一七年二月十五日（星期三）或之前以平郵方式寄發至彼等之登記地址，郵誤風險概由有關申請人自行承擔。

股票及退款支票

待供股條件達成後，所有繳足股款供股股份之股票預期將於二零一七年二月十五日（星期三）或之前以平郵方式寄發予該等股東，惟郵誤風險概由彼等自行承擔。除香港中央結算（代理人）有限公司外，閣下將會就配發及發行予閣下的所有供股股份及／或額外供股股份（如有）（均為繳足股款）獲發一張股票。

就全部或部分不成功之額外供股股份申請發出之退款支票亦預期將於二零一七年二月十五日（星期三）或之前以平郵方式寄發，郵誤風險概由有關股東自行承擔。

額外供股股份

閣下可按額外申請之方式申請(i)認購除外股東任何未出售配額（如有）及(ii)任何未出售之零碎配額之供股股份，連同任何已暫定配發予任何合資格股東惟未獲彼等接納或未獲未繳股款供股股份之承讓人認購之任何供股股份。提出申請額外供股股份之方法為填妥額外申請表格，並按照登記處卓佳登捷時有限公司所示，須不遲於二零一七年二月七日（星期二）下午四時正（或於惡劣天氣情況下，則於下文「惡劣天氣的影響」一段所述之有關較後時間或日期）將表格連同於表格所申請額外供股股份數額之獨立股款一併遞交，其地址為香港皇后大道東183號合和中心22樓。所有股款須以港元支票或銀行本票繳付。支票須以香港之持牌銀行戶口開出，或銀行本票須由香港之持牌銀行發出，及註明抬頭人為「GET HOLDINGS LTD – EXCESS APPLICATION ACCOUNT」，並劃線註明「只准入抬頭人賬戶」。本公司將不另發股款收據。

董事會將根據已作出額外申請之合資格股東所申請認購之額外供股股份按比例向彼等分配額外供股股份，當中不會涉及分配任何零碎供股股份。旨在將碎股補足為完整買賣單位之申請將不會獲優先處理。務請留意，交回額外申請表格並不保證合資格股東將獲配發超出其暫定配額之任何供股股份。

零碎配額

本公司將不會暫定配發亦不會接受任何供股股份碎股之申請。供股股份之所有碎股將予彙集，經彙集所得之所有未繳股款供股股份將於市場出售，而倘於扣除開支後能取得溢價，則該等銷售所得款項將撥歸本公司所有。碎股安排及對盤服務之詳情載於供股章程內。

惡劣天氣的影響

倘香港於當日發出「黑色」暴雨警告信號或懸掛8號或以上熱帶氣旋警告號，則(i)如警告為中午十二時正前任何時間發出而於中午十二時正後解除，則最後接納時限將順延至同一營業日下午五時正；及(ii)如警告為中午十二時正至下午四時正內任何時間發出，最後接納時限將順延至下一個營業日。

一般事項

本暫定配額通知書連同（如適用）宣稱由獲發本暫定配額通知書人士所簽署的「轉讓及提名表格」（表格乙）一經交回，即確證交回的人士有權處理本暫定配額通知書及收取分拆的配額函件及／或有關供股股份之股票。

閣下如需要額外的供股章程，可於登記處卓佳登捷時有限公司索取，地址為香港皇后大道東183號合和中心22樓。

所有文件（包括退款支票）將由登記處於二零一七年二月十五日（星期三）或之前以平郵方式寄至有關申請人或應得人士的登記地址，郵誤風險概由收件人承擔。任何退款支票均以本表格上填上之姓名作為抬頭人（或如屬聯名申請人，則以排名首位的申請人為抬頭人）。

本暫定配額通知書及所有接納其中所載的要約均須受香港法例監管，並按其詮釋。

收集個人資料－暫定配額通知書

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此致

列位合資格股東 台照

代表董事會
智易控股有限公司
主席
鄭豪鋸
謹啟

二零一七年一月二十日