



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 ENTITLEMENT(S) TO 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供股股份配額之前，須出示已繳付從價印花稅的證明。

**Form B**  
表格乙

**FORM OF TRANSFER AND NOMINATION**  
轉讓及提名表格

(To be completed and signed only by Qualifying Shareholder(s) who wish(es) to transfer all 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: \_\_\_\_\_ 2015  
日期：二零一五年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

Ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.  
閣下轉讓可認購供股股份之權利須繳付從價印花稅。

**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細則規限下，接納此等供股股份。

Existing Shareholder(s) Please mark "X" in this box 現有股東請在本欄內填上「X」號	
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To be completed in BLOCK letters in ENGLISH. Joint applicants should give 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	Other names 名字	Name in Chinese 中文姓名
Name continuation and/or full name(s) of joint applicant(s) (if any) 姓名(續)及／或聯名申請人姓名(如有)			
Address in English 英文地址 (Joint applicants should give one address only) (聯名申請人只須填報一處地址)			
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: \_\_\_\_\_ 2015  
日期：二零一五年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

Ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.  
閣下轉讓可認購供股股份之權利須繳付從價印花稅。



# 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)

22 May 2015

Dear Qualifying Shareholders,

### INTRODUCTION

Reference is made to the prospectus issued by GET Holdings Limited ("Company") dated 22 May 2015 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 subject to the conditions as set out in the Prospectus, the Directors have provisionally allocated to you the number of Rights Shares indicated in Box B on the front page of this PAL in the proportion of three (3) Rights Shares for every one (1) Share registered in your name in the register of members of the Company on the Record Date (that is, Thursday, 21 May 2015). Your holding of the Shares on 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 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 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 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 any Excluded Shareholders. 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.

Completion and return of this PAL by any person will be deemed to constitute a representation and warranty from such person to the Company that those local laws and requirements of the relevant territory or jurisdiction have been fully complied with. If you are in doubt as to your position, you should consult your licensed securities dealer, other licensed corporation, bank manager, solicitor, professional accountant or other professional adviser. For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representation or warranty.

No provisional allotment of the Rights Shares has been or will be made to the Excluded Shareholders and no PAL or EAF is being sent to them. Arrangements will be made for the Rights Shares which would otherwise have been provisionally allotted to the Excluded Shareholders to be sold in the market in their nil-paid form after dealings in the nil-paid Rights Shares commence on the Stock Exchange and in any event before the last day for dealings in nil-paid Rights Shares if a premium (net of expenses) can be obtained. Proceeds of each sale, less expenses and stamp duty, above HK\$100 will be distributed by the Company to the relevant Excluded Shareholders pro rata to their shareholdings on the Record Date (but rounded down to the nearest cent) in Hong Kong dollars. The Company will retain individual amounts of HK\$100 or less for the benefit of the Company. Any unsold nil-paid Rights Shares of the Excluded Shareholders will be made available for excess application on the EAF by the Qualifying Shareholders. The Company will send the Prospectus to the Excluded Shareholders, to the extent reasonably practicable and legally permitted, for their information only. The Company will not send PAL or EAF to the Excluded Shareholders.

### 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 on the Stock Exchange or such other date 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 make an application for 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, so as to be received by not later than 4:00 p.m. on Monday, 8 June 2015, or such later date as may be agreed between the Company and the Underwriter. 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 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 any payment, together with the appropriate remittance shown in Box C, has been lodged in the manner as described above, by not later than 4:00 p.m. on Monday, 8 June 2015, 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 discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

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 Hong Kong Securities Clearing Company Limited 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 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 Monday, 8 June 2015. 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". Such payment will constitute acceptance of the provisional allotment 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.

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 Friday, 29 May 2015 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 stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights. The Company may (at its sole discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

The Underwriter may terminate the Underwriting Agreement by notice in writing to the Company at any time prior to 4:00 p.m. on Tuesday, 9 June 2015 if:

- in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
  - 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 its materially adverse in the context of the Rights Issue after the signing of the Underwriting Agreement; or
  - the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring after the signing of the Underwriting Agreement or continuing after the signing of the Underwriting Agreement) of a political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets 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
  - any material adverse change after the signing of the Underwriting Agreement in the business or in the financial or trading position of the Group as a whole; or
  - any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out occurred after the signing of the Underwriting Agreement which would, 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
  - the commencement by any third party of any litigation or claim against any member of the Group after the signing of the Underwriting Agreement which, in the reasonable opinion of the Underwriter, is or might be material to the Group taken as a whole; or
  - there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Pre-Capital Reorg Shares or the Shares (as the case may be) generally on the Stock Exchange due to exceptional financial circumstances or otherwise; or
- there is 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, on Hong Kong, the PRC or other jurisdiction or any part to the Group or any member of the Group and a change in currency conditions 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
- the Prospectus and all amendments and supplements thereto when published contain information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the GEM Listing Rules or the Takeovers Code or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the reasonable opinion of the Underwriter be material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue.

The Underwriter shall be entitled by notice in writing to the Company, served prior to 4:00 p.m. on Tuesday, 9 June 2015, to terminate the Underwriting Agreement.

The Underwriter will also be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- any material breach of any of the warranties or undertakings of the Company contained under the Underwriting Agreement comes to the knowledge of the Underwriter; or
  - any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which would render any of the warranties given by the Company contained under the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriter.
- Where the Underwriter serves the notice of termination as aforesaid, the obligations of both parties (save for those already incurred) under the Underwriting Agreement shall terminate forthwith and the Rights Issue will not proceed.
- ### CONDITIONS OF THE RIGHTS ISSUE
- The Rights Issue is conditional upon, among other things, the following conditions being fulfilled:
- the Capital Reorganisation having become effective on or before the Record Date;
  - the passing of the necessary resolution(s) by the Shareholders (who are not required to abstain from voting under the GEM Listing Rules) at the special general meeting of the Company to approve the Rights Issue and the transactions contemplated under the Underwriting Agreement by no later than the Prospectus Posting Date;
  - the Stock Exchange granting or agreeing to grant (subject to allotment) and not having withdrawn or revoked 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;
  - the filing and registration of the Prospectus Documents (together with any other documents required by applicable law or regulation to be annexed thereto) with the Registrar of Companies in Hong Kong by no later than the Prospectus Posting Date;
  - the posting of the Prospectus Documents to the Qualifying Shareholders by no later than the Prospectus Posting Date; and
  - 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 above conditions precedent is capable of being waived by the Underwriter and the Company.

If the above conditions are not satisfied by the Latest Time for Acceptance (or such later date or dates as the Underwriter may agree with the Company in writing), the Underwriting Agreement shall terminate (save in respect of the provisions in relation to fees and expenses, indemnity, notices and governing law and any rights or obligations which may accrue under the Underwriting Agreement prior to such termination) and no party will have any claim against any other party for cost, damages, compensation or otherwise, and the Rights Issue will not proceed.

### CHEQUES AND CASHIER'S ORDER

All cheques and cashier's orders will be presented for payment 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 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 fulfillment 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 Tuesday, 16 June 2015. If the Underwriter exercises its rights to terminate the Underwriting Agreement on or before the Latest Time for Termination or if the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed and the monies received in respect of the relevant provisional allotments and/or the applications for excess Rights Shares, without interest, will be returned 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 Tuesday, 16 June 2015.

### SHARE CERTIFICATES AND REFUND CHEQUES

Subject to the fulfillment of the conditions of the Rights Issue, share certificates for the Rights Shares are expected to be posted by Tuesday, 16 June 2015 to those Shareholders entitled thereto by ordinary post at their own risks. You 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 Tuesday, 16 June 2015 by ordinary post at such Shareholders' own risk.

### EXCESS RIGHTS SHARES

You may apply for any unsold entitlements of the Excluded Shareholders and any Rights Shares provisionally allotted but not accepted by any Qualifying Shareholders or otherwise subscribed for by transferees of nil-paid Rights Shares. Application can be made by completing the EAF and lodging it, together with a 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 Monday, 8 June 2015. 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 at its discretion on a fair and equitable basis, in proportion to the number of excess Rights Shares being applied for under each application, except that preference will be given to applications for less than a board lot of Rights Shares where it appears to the Directors that such an allocation is in the interests of the odd-lot holders, whole-lot holders and that such applications are not made with intention to abuse the mechanism. The Board will take into account and assess all relevant factors and circumstances available to the Company in allocating the excess Rights Shares including but not limited to the pattern of registration of Shareholders before and after the announcement of the Rights Issue on 24 February 2015, the spread and pattern of the excess applications, the number of excess Rights Shares applied for in those excess applications and the number of excess Rights Shares available for allocation. The Board may exercise its discretion, after consultation with the Underwriter, to reject any application for excess Rights Shares if it appears to the Board that the application has been made with the intention to abuse the mechanism.

Effect of bad weather on the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares

If there is:

- a tropical cyclone warning signal number 8 or above, or
  - "black" rainstorm warning
- in force in Hong Kong at any local time between 12:00 noon and no longer in force after 12:00 noon on Monday, 8 June 2015, the Latest Time of Acceptance will not take place at 4:00 p.m. on Monday, 8 June 2015, but will be extended to 5:00 p.m. on the same day instead; and
  - in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on Monday, 8 June 2015, the Latest Time of Acceptance will not take place on Monday, 8 June 2015, but will be extended to 4:00 p.m. on the next Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m.

If the Latest Time for Acceptance does not take place on Monday, 8 June 2015, the dates mentioned above may be affected. An announcement will be made by the Company in such event.

### GENERAL

Lodgment of the PAL with, where relevant, the "Form of transfer and nomination" (Form B) purported to have been signed by the person(s) in whose favour the PAL has been issued, shall be conclusive evidence of 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 cheques for refund, 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 Tuesday, 16 June 2015. Any refund cheques will be drawn in favour of the person(s) named on this form.

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 the 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 provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its principal place of business 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

\* For identification purposes only



# 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」)於二零一五年五月二十二日就供股刊發之供股章程(「供股章程」)。除文義另有所指外，供股章程所界定詞彙與本通知書所採用者具有相同涵義。根據供股章程所載條款及在其所載條件之規限下，董事已向閣下暫定配發本暫定配額通知書首頁乙欄所列之供股股份，基準為於記錄日期(即二零一五年五月二十一日(星期四))以閣下名義在本公司股東名冊上登記之每一(1)股股份可獲配發三(3)股供股股份。閣下於記錄日期持股票名列於名冊，而閣下所獲暫定配發之供股股份數目則列於乙欄。

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作出額外申請。章程文件並無亦不會根據香港以外有關地區之任何司法權區之任何適用證券法登記。向除股東外寄發之供股章程(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，概無採取任何行動以批准於香港以外任何地區呈供股。

於香港以外司法權區之人士倘接獲供股章程或暫定配額通知書或超額申請表格並於本公司會員名冊上其登記地點，不得視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任何法律(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、徵費及其他款項。本公司將不會接納任何除香港以外地區認購供股股份的申請或認購任何香港以外司法權區的通用證券或其他法律或規則。則本公司有權拒絕接納有關申請。

任何人士填妥及交回本暫定配額通知書，將被視為向本公司表明及保證其已完全遵守有關地區或司法權區之地方方法及規定。閣下對有關本身之情況如有疑問，應諮詢閣下之持牌證券交易商、其他持牌法團、銀行經理、律師、專業會計師或其他專業顧問。為免生疑，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受任何上述聲明或保證限。

概無亦將不會向除股東外暫定配發供股股份，且現時並無向彼等寄發任何暫定配額通知書或額外申請表格。在未繳股款供股股份於聯交所開始買賣後及在任何情況下於未繳股款供股股份之最後買賣日期前，倘在扣除開支後可取得溢價，本公司將安排將原暫定配發予除股東外之供股股份以未繳股款形式在市場出售。每項出售之額外款項(經扣除開支及印花稅後)為100港元以上者，將由本公司以港元按有關除股東外之供股股份比例(四捨五入至最近港金)支付予有關除股東外，100港元以下之個別款項將撥歸本公司所有。任何未出售之除股東外之未繳股款供股股份將可供合資格股東以超額申請表格作額外申請。本公司將在合理可行及法律許可之情況下向除股東外寄發供股章程，僅供參考用途。本公司將不會向除股東外寄發暫定配額通知書或額外申請表格。

**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發行日期或以後可能派派、作出或派付之所有未來股息及分派。

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管規定，未繳股款及繳足股款供股股份將獲香港結算接納於本公司之各自開始買賣日期或於香港結算訂定之任何其他日期起，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之規則進行。

**接納之手續**  
閣下如欲申請全數認購供股股份暫定配額，必須將整份本暫定配額通知書連同內欄所載於接納時應付之全數股款，並且不遲於二零一五年六月八日(星期一)下午四時正(或本公司與包銷商協定之其他較後日期)送交股份過戶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，及在本公司存檔大綱及本公司細則的規限下接納暫定配額，本公司將不另發股款收條。所有有關本暫定配額通知書的查詢均須寄交上述地址之股份過戶登記處。

務請留意，填妥之本暫定配額通知書連同內欄所載之應繳股款須不遲於二零一五年六月八日(星期一)下午四時正以前原封或任何已有效承讓供股權利之人士按上述方式送達股份過戶登記處，否則有關暫定配額及一切有關權利及配額將視為作廢並予以取消，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。倘超額申請表格並未遵照有關指示填妥，本公司仍可(全權酌情)視暫定配額通知書為有效，並使遞交暫定配額通知書之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或接受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違反任何司法權區之適用證券法例或其他法例或規則，則拒絕受理有關申請。為免生疑，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受任何上述聲明或保證限。

**轉讓及分拆**  
閣下如欲轉讓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)，並按本暫定配額通知書連同內欄所載於接納供股股份時應繳的全數股款，並且不遲於二零一五年六月八日(星期一)下午四時正交回股份過戶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之該等權利須繳付香港印花稅。

閣下如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，或向閣下超過一名人士轉讓閣下全部或部分權利，則閣下不應遲於二零一五年五月二十九日(星期五)下午四時三十分前將此份暫定配額通知書正本交回股份過戶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，並按所載發出新暫定配額通知書。新暫定配額通知書將於交回此份原暫定配額通知書後第二個營業日上午九時正或於股份過戶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，轉讓閣下認購有關供股股份之權利予承讓人及接納承讓人之該等權利須繳付香港印花稅。即便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)視暫定配額通知書為有效，並使遞交暫定配額通知書之人士或其代表受其約束。

倘出現下述情況，則包銷商可於二零一五年六月九日(星期二)下午四時正前隨時向本公司發出書面通知而終止包銷協議：

- (i) 包銷商合理認為供股之成功將因以下各項而受到重大不利影響：
  - (a) 於簽立包銷協議後發生任何新規則或法例或規則(或其司法詮釋)出現任何變動，或發生其他屬任何性質之事件，而包銷商可能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，或對供股而言屬重大不利；或
  - (b) 於簽立包銷協議後發生屬政治、軍事、財務、經濟或其他性質之任何本地、國家或國際事件或變動(不論是或否構成簽立包銷協議後發生或持續之一連串事件或變動其中部分)，或性質為任何本地、國家或國際爆發敵對行為或武裝衝突或恐慌、惡化，或影響本地證券市場，而包銷商可能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) 於簽立包銷協議後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) 於簽立包銷協議後發生任何天災、戰爭、暴動、治安不靖、騷亂、火災、水災、爆炸、疫病、恐怖活動、罷工或停工，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構成重大不利影響；或
  - (e) 於簽立包銷協議後任何第三方向本集團任何成員公司展開任何訴訟或索償，而包銷商合理認為其對本集團整體而言屬或可能屬重大；或
  - (f) 由於出現特殊之金融情況或其他原因而全面禁止、暫停或嚴格限制或本重組前股份或股份(視情況而定)在聯交所之一般買賣；或
- (ii) 市況出現任何重大不利變動(包括但不限於香港、中國或與本集團或本集團任何成員公司相關之任何其他司法權區於財政或貨幣政策或外匯或貨幣市場變動，或證券買賣暫停或受到限制或遭受經濟制裁，以及貨幣狀況變動，包括香港貨幣與美元出現任何重大不利變動(包括但不限於貨幣兌換率變動))，而包銷商合理認為將導致進行供股為不宜或不利；或
- (iii) 經刊發之供股章程及其所有修訂及補充文件載有於包銷協議日期前並未由本公司公開宣佈或刊發，而包銷商可能合理認為對本集團整體而言屬重要，並可能對供股之成功造成重大不利影響之資料(不論有關本集團之業務前景或狀況或有關其遵守任何法例或規例或上市規則或收購守則或任何適用規則)。

包銷商有權於二零一五年六月九日(星期二)下午四時正前向本公司發出書面通知，終止包銷協議。

倘於最後終止時限前發生以下事項，包銷商亦有權發出書面通知以取消包銷協議：

- (i) 包銷商知悉本公司嚴重違反任何載於包銷協議之保證或承諾；或
- (ii) 包銷商知悉於包銷協議日期或之後及最後終止時限前，發生或產生任何導致包銷協議所載本公司作出之任何聲明於任何重大方面變為失實或不正確之事宜或事項。

倘包銷商如前述發出終止通知，訂約雙方在包銷協議中的責任(已發生者除外)將即時終止，而供股將不會進行。

**供股之條件**  
供股取決於(其中包括)以下條件能否達成：

- (i) 股本重組於記錄日期或之前生效；
- (ii) 股東(其根據創業板上市規則毋須放棄表決)於章程寄發日期前在本公司股東特別大會通過所需決議案以批准供股及包銷協議項下擬進行交易；
- (iii) 文交所於章程寄發日期前批准或同意批准(倘獲配發)全部未繳股款及繳足股款供股股份上市及買賣，且並無撤回或撤銷有關批准；
- (iv) 於章程寄發日期前向香港公司註冊處處長送呈及登記章程文件(連同適用法例或規則規定夾附之任何其他文件)；
- (v) 於章程寄發日期前向合資格股東寄發章程文件；及
- (vi) 包銷協議並無於最後終止時限或之前遭包銷商根據當中所載條款終止。

包銷商及本公司一概不得豁免上述任何先決條件。

倘上述條件未能於最後接納時限(或包銷商與本公司可能書面協定之較後日期)前達成，則包銷協議將告終止(惟涉及費用與開文、彌償、通知、規管法例及在有關終止前包銷協議下可能產生之任何權利或責任之條文除外)，訂約一方不得追究任何成本、賠償、虧損或其他方面向另一方申索，且供股將不會進行。

**支票及銀行本票**  
所有支票及銀行本票將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。填妥及交回本暫定配額通知書及/或額外申請表格時交付之支票或銀行本票，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，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，且該配額及/或其一切權利及配額將視為作廢及被註銷。閣下須於申請供股股份時交付實際應付金額，而向未繳足股款申請將不獲受理。倘就申請之支付多項款項，則在款項為100港元或以上時方會向閣下發出含不利利息之退款支票。概不會就所獲授之任何額外申請表格及/或自行承讓，倘包銷商發出收條。

倘供股條件獲達成後，預期該全部或部分不成功之額外供股股份(如有)之申請發之不含有利利息，則於二零一五年六月十六日(星期二)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獲之股款(不含利息)將以支票方式(劃線註明「只准入抬頭人賬戶」)退還予申請人(如屬聯名申請人，則寄予排名首位之申請人)，有關支票將於二零一五年六月十六日(星期二)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**  
倘供股條件達成後，所有供股股份之股票預期將於二零一五年六月十六日(星期二)或之前以普通郵遞方式寄發予該等股東，惟郵誤風險概由彼等自行承擔。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二零一五年六月十六日(星期二)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**  
閣下可申請認購除股東外任何未出售配額及已暫定配發予任何合資格股東惟未獲接納或未獲繳足股款供股股份之承讓人認購之任何供股股份。提出申請之方法為填妥額外申請表格，並按照股份過戶登記處卓佳登捷時有限公司所示，須不遲於二零一五年六月八日(星期一)下午四時正將表格送交於表格丙上填妥供股股份數額之獨立賬戶(即遞交)，其地址為香港皇后大道東183號合和中心22樓。所有股款須由香港之持牌銀行戶口開出，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條。

董事會將酌情以公平公正基準審閱額外供股股份，使之符合各份申請所認購額外供股股份數目的比例。惟若董事認為某些不足一手供股股份的申請是旨在將零碎股份補足至完整手數股，且並非有意違反此項規則，則會給予優先考慮。董事會將考慮及評核本公司於分配額外供股股份時悉之所有相關因素及情況，包括但不限於二零一五年二月二十四日公佈供股後之股東登記情況、額外申請之補足及狀況等額外申請所申請之額外供股股份數目，以及可供分配之額外供股股份數目。倘董事會相信有關申請意圖濫用機制，於諮詢包銷商後，董事會可酌情拒絕任何額外供股股份之申請。

**惡劣天氣對接納供股股份及付款及申請額外供股股份及付款最後期限的影響**  
倘若發生以下情況：

- 八號或以上熱帶氣旋警告信號，或
- 「黑色」暴雨警告
- (i) 於二零一五年六月八日(星期一)本地時間中午十二時正前任何時間在香港生效，而於當日中午十二時正後不再生效，最後接納時限將不會為二零一五年六月八日(星期一)下午四時正，惟會延至同日下午五時正；及
- (ii) 於二零一五年六月八日(星期一)本地時間中午十二時正至下午四時正期間任何時間在香港生效，最後接納時限將不會為二零一五年六月八日(星期一)，惟會延至下一個營業日下午四時正，而該營業日上午九時正至下午四時正期間任何時間並無發出上述警告。

倘最後接納時限並非二零一五年六月八日(星期一)，上述日期可能受到影響。在此情況下本公司將另行刊發公告。

**一般事項**  
暫定配額通知書連同(如適用)宣稱由發發發暫定配額通知書人上簽署之「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，可於股份過戶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)將由股份過戶登記處於二零一五年六月十六日(星期二)或之前以普通郵遞方式寄至有關申請人或應得的人士的登記地址，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。

本暫定配額通知書及所有接納其中所載的建議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**  
填妥、簽署及交回暫定配額通知書，即表示閣下同意向本公司、股份過戶登記處及/或彼等各自之顧問及/或代理披露個人資料及彼等所需有關閣下、閣下為其利益而接納暫定配發供股股份之人士之任何資料。(個人資料(私隱)條例)賦予閣下權利，可確定本公司或股份過戶登記處是否有其個人資料，索取有關資料之副本及更正任何不準確資料。根據(個人資料(私隱)條例)，本公司及股份過戶登記處有權就處理任何有關資料要求而收取合理費用。有關有關資料或更正資料或查詢有關政策及慣例以及以私隱條例轉讓之訊息的所有要求，應寄往本公司之主要營業地點香港灣仔告士打道39號夏慤大廈17樓1703室或根據適用法律不時通知之地址，並以本公司之公司秘書為收件人；或(視情況而定)寄往股份過戶登記處(於其上述地址)，並以私隱條例轉讓之訊息為收件人。

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  
鄭豪銳  
謹啟

二零一五年五月二十二日

\* 僅供閱覽