



# IMPORTANT 重要提示

TERMS USED HEREIN SHALL HAVE THE SAME MEANINGS AS DEFINED IN THE RIGHTS ISSUE PROSPECTUS OF 1010 PRINTING GROUP LIMITED (THE "COMPANY") DATED 15 MARCH 2013 (THE "RIGHTS ISSUE PROSPECTUS") UNLESS THE CONTEXT OTHERWISE REQUIRES.

THIS FORM IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE USE OF THE QUALIFYING SHAREHOLDER(S) NAMED THEREIN WHO WISH(ES) TO APPLY FOR RIGHTS SHARES IN ADDITION TO THOSE PROVISIONALLY ALLOTTED TO IT, HIM, HER OR THEM.

Applications must be received by 4:00 p.m. on 2 April 2013.

If you are in any doubt as to the contents of this document or as to the action to be taken, or if you have sold all or part of your Shares, you should consult a licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

A copy of each of the Rights Issue Documents has been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies Ordinance (Cap. 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong takes no responsibility as to the contents of the Rights Issue Documents.

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this form, 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 form.

Dealings in the securities of the Company and the Rights Shares in both their nil-paid and fully-paid forms may be settled through CCASS and you should consult a licensed securities dealer, 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, and subject to 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 both their nil-paid and fully-paid forms on the Stock Exchange or such other date(s) 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.

**It should be noted that the Underwriting Agreement contains provisions entitling Recruit by notice in writing to terminate the Underwriting Agreement upon occurrence of certain events, including force majeure. If the Underwriting Agreement does not become unconditional or if it is terminated in accordance with the terms thereof, the Rights Issue may not proceed.**

The Rights Issue is conditional upon the fulfillment of the conditions set out in the paragraphs headed "Conditions of the Rights Issue and the Underwriting Agreement" under the section headed "Letter from the Board" of the Rights Issue Prospectus. If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed.

It should be noted that the Shares have been dealt in on an ex-rights basis from 6 March 2013. Dealings in the nil-paid Rights Shares will take place from 19 March 2013 to 26 March 2013 (both days inclusive). Any persons contemplating any dealing in the Shares from the date of the Announcements up to the date on which all the conditions of the Rights Issue are fulfilled, and any dealing in the nil-paid Rights Shares between 19 March 2013 to 26 March 2013 (both days inclusive), bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating dealing in the Shares or the nil-paid Rights Shares are recommended to consult their own professional advisers.

This Excess Application Form and all applications pursuant to it shall be governed by and construed in accordance with the laws of Hong Kong.

**除文義另有所指外，本表格內所採用之詞語與匯星印刷集團有限公司（「本公司」）於2013年3月15日刊發之章程（「供股章程」）所界定者具有相同涵義。**

本表格具有價值但不得轉讓，只供文中列名之合資格股東在申請其／彼／彼等所獲暫定配發供股股份以外之供股股份時使用。

申請表格必須不遲於2013年4月2日下午4時正交回。

閣下如對本文件內容或應採取之行動有任何疑問，或 閣下已售出名下全部或部份股份，閣下應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

各供股章程文件已根據公司條例第342C條向香港公司註冊處處長登記。香港公司註冊處處長對供股章程文件之內容概不負責。

香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本表格之內容概不負責，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表格全部或任何部份內容而產生或因依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之供股股份之買賣可透過中央結算系統交收，閣下應向持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問查詢有關交收安排之詳情及該等安排對閣下之權利及權益可能造成之影響。

待未繳股款及繳足股款之供股股份獲准於香港聯交所上市及買賣，且符合香港結算之股份收納規定後，未繳股款及繳足股款之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之供股股份各自於香港聯交所開始買賣當日（或自香港結算指定之其他日期）起，可於中央結算系統內寄存、結算及交收。香港聯交所之參與者於任何交易日進行之交易須於其後第二個交易日在中央結算系統進行交收。於中央結算系統內進行之所有活動均須符合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。

**敬請注意，包銷協議規定，包銷商有權在若干事件發生後（包括不可抗力）以書面通知形式終止包銷協議。倘包銷協議不能成為無條件或根據其條款被終止，則供股將可能不會進行。**

供股須待供股章程中「董事會函件」一節「供股之條件」各段所載之條件達成後，方可作實。倘供股之條件未能達成，則供股不會進行。

敬請注意，股份自2013年3月6日起以除權基準買賣。未繳股款供股權將由2013年3月19日至2013年3月26日（包括首尾兩日）期間進行買賣。任何人士擬於公佈日期直至所有供股條件達成之日期間買賣股份，及於2013年3月19日至2013年3月26日（包括首尾兩日）期間買賣任何未繳股款供股權，均須承擔供股未能成為無條件或未必進行之風險。任何擬買賣股份或未繳股款供股權之股東或其他人士，務請諮詢彼等之專業顧問。

本額外申請表格及據此作出之所有申請均受香港法例管轄及須按香港法例詮釋。

## QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS

To qualify for the subscription of the Rights Shares, a Shareholder must be a registered member of the Company on 14 March 2013 and must not be a Non-Qualifying Shareholder.

Non-Qualifying Shareholders are those Shareholders with registered addresses in, or who are otherwise known by the Company to be residents of, places outside Hong Kong and in respect of whom the Directors, based on enquiries made by the Directors, consider it necessary or expedient not to offer the Rights Shares on account either of the legal restrictions under the laws of the relevant place in which the Shareholder is located or the requirements of the relevant regulatory body or stock exchange in that place.

## 合資格股東及不合資格股東

為符合資格認購供股股份，股東須於2013年3月14日為本公司登記股東且不屬不合資格股東。

不合資格股東指登記地址位於香港以外地區或據本公司得悉為香港以外地區居民之股東，且據董事作出查詢，基於該股東所處之有關地區的法例之法律限制或該地區有關監管機構或證券交易所之規定，董事認為毋須或不宜向有關股東呈售供股股份。

## TERMINATION OF THE UNDERWRITING AGREEMENT

**It should be noted that dealings in nil-paid Rights Shares will take place from 19 March 2013 to 26 March 2013, both dates inclusive. If the conditions of the Rights Issue are not fulfilled or waived (as applicable) or the Underwriting Agreement is terminated by Recruit, the Rights Issue will not proceed. Any Shareholder or other person contemplating selling or purchasing Shares or Rights Shares in their nil-paid form, who is in any doubt about his/her/its/their position, is recommended to consult his/her/its/their own professional adviser.**

Recruit may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to 4:00 p.m. on 8 April 2013 if there occurs:

- an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
- 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 currency (including any disruption to trading generally or trading in any securities of the Company on any stock exchange, or a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict; or
- any act of God, fire, flood, explosion, epidemic, war, act of terrorism, riot, public disorder, civil commotion, strike or lock-out; or
- any suspension or a material limitation in trading in securities generally on the Stock Exchange, or a general moratorium on commercial banking activities in Hong Kong declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in Hong Kong;

and in the reasonable opinion of Recruit, such change, could have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue, Recruit may terminate the Underwriting Agreement.

Further details of the terms of the Underwriting Agreement are set out in the Rights Issue Prospectus.

## REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting this Excess Application Form, you agree to disclose to the Company and/or its Registrar and their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the application for excess 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 in Hong Kong at Unit 2&3, 5/F, Lemmi Centre, 60 Hoi Yuen Road, Kwun Tong, Kowloon, 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) the Registrar.

## 終止包銷協議

**謹請注意，未繳股款供股權將於2013年3月19日至2013年3月26日（包括首尾兩日）期間買賣。倘供股條件未能達成或獲豁免（如適用）或包銷商終止包銷協議，則不會進行供股。有意買賣股份或未繳股款供股股份之任何股東或其他人士，如對本身之狀況有任何疑問，應諮詢本公司之專業顧問。**

如發生以下事項，包銷商可於2013年4月8日下午4時正前隨時向本公司發出書面通知，終止包銷協議所載之安排：

- 包銷商合理認為以下事件將對供股是否成功有重大不利影響：
  - 實施任何新規例或更改任何現有法例或規例（或其司法詮釋）或發生其他任何性質事件，而包銷商合理認為對本集團之整體業務或財務或營業狀況或前景有重大不利影響者；或
  - 本地、全國或國際發生任何政治、金融、經濟、貨幣市場或其他性質（不論是否與任何上述事件相若）之事件或變化（不論是否屬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化之一部分），或任何本地、全國或國際戰爭或武装衝突爆發或戰爭升級或發生將影響本地證券市場之事件或變化，而包銷商合理認為對本集團之整體業務或財務或營業狀況或前景有重大不利影響者；或
  - 本集團整體業務或財務或營業狀況或前景發生任何重大不利變動；或
  - 任何天災、戰爭、暴動、動亂、群眾騷亂、火災、水災、爆炸、疫症、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營業狀況或前景有重大不利影響者；或
  - 由於出現特殊之金融情況或其他原因而全面禁止、暫停或嚴格限制股份在聯交所之買賣；或
  - 任何第三方開始或正向本集團任何成員公司提出對本集團整體屬重大或可能屬重大之任何訟語或索償或其他行動；或
- 市場出現任何重大不利變動（包括但不限於財政或貨幣政策或外匯或貨幣市場有變，或暫停或限制證券買賣，對香港、百慕達、中國或與本集團或本集團任何成員公司有關之其他司法權區實施經濟制裁，以及貨幣狀況出現變化（對於本條文，包括香港與美國貨幣價值掛鈎制度改變）），而包銷商合理認為將導致不實或不應進行供股者；
- 所刊發之供股章程載有若干資料（有關本集團業務前景或狀況或有關本集團遵守任何法例或上市規則或任何適用規定之資料），而包銷商合理認為此等資料對本集團整體屬重要，並可能對供股是否成功有重大不利影響，或可能導致審慎投資者拒絕接納所獲暫定配發供股股份者；
- 本公司嚴重違反或未有遵守根據包銷協議表明將承擔之任何重大責任或重大承諾。

若於2013年4月8日下午4時正或之前：

- 包銷商得悉本公司嚴重違反包銷協議所載之本公司任何保證或承諾；或
- 包銷商得悉於包銷協議當日或之後至2013年4月8日下午4時正前出現或發生任何事件或事宜，而倘若該等事件或事宜於包銷協議日期前出現或發生，將導致包銷協議所載本公司之任何保證於任何重大方面不實或不正確，

則包銷商亦可於2013年4月8日下午4時正前向本公司發出書面通知而選擇解除包銷協議。

**於發出任何有關通知後，包銷商於包銷協議項下之所有責任將終止及終結，除包銷商之合理支出、費用及其他實際開支外，本公司將無責任向包銷商支付包銷協議項下之任何費用。解除或終止包銷協議將不損害任何一方於解除或終止包銷協議前因另一方違反包銷協議而應有之任何權利。倘包銷商行使有關權利，則供股將不會進行。**

有關包銷協議條款之進一步詳情亦收錄於供股章程內。

## 聲明及保證

填妥、簽署及交回本額外申請表格，即表示 閣下同意向本公司及／或其過戶處及彼等各自之顧問及代理披露個人資料及彼等所有有關 閣下或 閣下為其利益而申請額外供股股份之人士之任何資料。（個人資料（私隱）條例）賦予證券持有人權利，可確定本公司或其過戶處是否持有其個人資料，索取有關資料之副本及更正任何不準確之資料。根據（個人資料（私隱）條例），本公司及其過戶處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料之所有要求，應寄往本公司之香港主要營業地點香港九龍觀塘開源道50號利寶中心5樓23室或根據適用法律不時通知之地點並以公司秘書或（視情況而定）過戶處為收件人。