



1010 PRINTING GROUP LIMITED

(Incorporated in Bermuda with limited liability)

Stock code: 1127

March 15, 2013

Dear Qualifying Shareholders,

Reference is made to the Rights Issue Prospectus in relation to the Rights Issue. Terms defined in the Rights Issue Prospectus have the same meanings when used herein, unless the context otherwise requires. In accordance with the terms and subject to the conditions set out in the Rights Issue Prospectus, the Directors have provisionally allotted to you the number of Rights Shares on the basis of two (2) Rights Shares for every five (5) existing Shares held and registered in your name(s) in the register of members of the Company on the Record Date (i.e. Thursday, 14 March 2013). Your holding of 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.

Save as described under the paragraph headed "Non-Qualifying Shareholders" in the section headed "Letter from the Board" of the Rights Issue Prospectus, no action has been taken to permit the offering of the Rights Shares or the distribution of the Rights Issue Documents in any jurisdiction other than Hong Kong. Accordingly, it is the responsibility of any person receiving this Provisional Allotment Letter outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself/themselves before making the application as to the full observance of the laws and regulations of all relevant territories or jurisdictions, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in any such territory or jurisdiction in connection therewith. The Company reserves the right to refuse to accept any acceptance of or application for the Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any territory or jurisdiction. No application for the Rights Shares will be accepted from any person who is a Non-Qualifying Shareholder.

No provisional allotment of Rights Shares has been or will be made to the Non-Qualifying Shareholders (if any) and no Provisional Allotment Letter or Excess Application Form will be sent to them. Save as described under the paragraph headed "Non-Qualifying Shareholders" in the section headed "Letter from the Board" of the Rights Issue Prospectus, the Company will send copies of the Rights Issue Prospectus to the Non-Qualifying Shareholders for their information only. Arrangements will be made for the Rights Shares, which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders to be sold in the market in their nil-paid form, if a premium (net of expenses) can be obtained. The proceeds of each sale, less expenses, will be paid by the Company to the relevant Non-Qualifying Shareholder(s) pro rata to their shareholdings in the Company on the Record Date in Hong Kong dollars. The Company will retain individual amounts of less than HK\$100 for the benefit of the Company. Any unsold entitlements of Non-Qualifying Shareholders will be made available for excess applications on Excess Application Forms by Qualifying Shareholders.

When allotted, issued and fully-paid, the Rights Shares will rank pari passu in all respects with the then existing Shares in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid on or after the date of allotment and issue of the Rights Shares.

PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of this Provisional Allotment Letter intact with the Registrar at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by the Registrar by no later than 4:00 p.m. on Tuesday, 2 April 2013. All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "1010 Printing Group Limited – PAL" and crossed "ACCOUNT PAYEE ONLY". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this Provisional Allotment Letter and the Rights Issue Prospectus and subject to the memorandum of association and bye-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with this Provisional Allotment Letter should be addressed to the Registrar at the above address.

It should be noted that unless this Provisional Allotment Letter, duly completed and together with the appropriate remittance for the amount shown in Box C, has been received as described above by no later than 4:00 p.m. on Tuesday, 2 April 2013, whether by the original allottee or any person in whose favour the rights have been validly transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled. The Company may, at its sole discretion, treat a Provisional Allotment Letter as valid or binding on the person(s) by whom or on whose behalf it is lodged even if such Provisional Allotment Letter is not completed in accordance with the relevant instructions.

EXCESS RIGHTS SHARES

If you are a Qualifying Shareholder and wish to apply for any Rights Shares in addition to those provisionally allotted to you hereunder, you should complete and sign the accompanying Excess Application Form as indicated therein and lodge it, together with a separate remittance for the full amount payable on application in respect of the excess Rights Shares applied for, with the Registrar at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong so as to be received by the Registrar by no later than 4:00 p.m. on Tuesday, 2 April 2013. All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "1010 Printing Group Limited – EAF" and crossed "ACCOUNT PAYEE ONLY".

At the discretion of the Directors, the Board will allocate the excess Rights Shares on a fair and reasonable basis and as far as practicable on the following principles:

- (1) preference will be given to applications which will top-up odd lots to whole board lots where if appears to the Directors that such applications are not made with the intention to abuse such mechanism; and
- (2) subject to the availability of excess Rights Shares after allocation under principle (1) above, the excess Rights Shares will be allocated to Qualifying Shareholders who have applied for excess Rights Shares on a pro rata basis by reference to the number of excess Rights Shares they have applied for, with flexibility to round up to whole board lots at the discretion of the Directors.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the Form of Transfer (Form B) and hand this Provisional Allotment Letter to the transferee(s) to or through whom you are transferring such rights hereunder. The transferee(s) must then complete and sign the Form of Transfer (Form B) and lodge this Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong so as to be received by the Registrar by no later than 4:00 p.m. on Tuesday, 2 April 2013. 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 and the acceptance by the transferee(s) of such rights.

FRACTIONAL ENTITLEMENTS

The Company will not provisionally allot and will not accept applications for any fractions of the Rights Shares. All fractions of Rights Shares will be aggregated (and rounded down to the nearest whole number of Rights Shares). All nil-paid Rights Shares arising from such aggregation will be sold in the market and the proceeds will be retained by the Company for its own benefit, if a premium (net of expenses and stamp duty) can be obtained. Any such unsold aggregated fractions of nil-paid Rights Shares will be made available for excess applications by the Qualifying Shareholders. No odd lot matching services will be provided.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the existing Shares have been dealt in on an ex-rights basis since Wednesday, 6 March 2013 and the dealings in the Rights Shares in their nil-paid form are expected to take place from Tuesday, 19 March 2013 to Tuesday, 26 March 2013, both days inclusive. If the Underwriting Agreement is terminated by Recruit prior to the Latest Time for Termination or the conditions of the Rights Issue are not fulfilled and/or waived (as applicable), the Rights Issue will not proceed. Any Shareholder or other person contemplating buying or selling the 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.

The Rights Issue is conditional upon the fulfillment and/or waiver (as applicable) of the conditions set out in the section headed "Conditions of the Rights Issue and the Underwriting Agreement" in the Rights Issue Prospectus. The Underwriting Agreement contains provisions granting Recruit, by notice in writing to the Company, the right to terminate the Underwriting Agreement on the occurrence of certain events. Recruit may at any time prior to the Latest Time for Termination, terminate the Underwriting Agreement if there occurs:

- (i) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
- (ii) 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
- (iii) any act of God, fire, flood, explosion, epidemic, war, act of terrorism, riot, public disorder, civil commotion, strike or lock-out; or
- (iv) 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.

The risks in dealing in the Shares and the Rights Shares are disclosed in the paragraph headed "Warning of the risks of dealing in the Shares and the nil-paid Rights Shares" of the Rights Issue Prospectus. In the event Recruit exercises its rights to terminate the Underwriting Agreement, the obligations of all parties thereunder shall terminate forthwith and no party shall have any claim against any other for costs, damages, compensation or otherwise (other than in respect of any antecedent breaches). If Recruit exercises such right, the Rights Issue will not proceed. Further announcement will be made if the Underwriting Agreement is terminated by Recruit.

Full details of the terms of the termination of the Underwriting Agreement are also set out in the Rights Issue Prospectus.

CHEQUES OR CASHIER'S ORDERS

All cheques and cashier's orders for the Rights Shares will be presented for payment immediately upon receipt and all interest earned on such monies will be retained for the benefit of the Company. Any Provisional Allotment Letter in respect of which the cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

Completion and return of this Provisional Allotment Letter together with a cheque or cashier's order in payment for the Rights Shares provisionally allotted hereunder will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation.

SHARE CERTIFICATES

Subject to the fulfillment of the conditions of the Rights Issue, it is expected that share certificates for fully-paid Rights Shares will be despatched by the Registrar by ordinary post on or around Wednesday, 10 April 2013 to those person (at their own risk) who have paid for and have accepted the Rights Shares.

You will receive one share certificate for all the Rights Shares issued to you.

EFFECT OF BAD WEATHER

If there is a tropical cyclone warning signal no. 8 or above, or a "black" rainstorm warning signal is in force in Hong Kong ("Bad Weather") at any local time before 12:00 noon and no longer in force after 12:00 noon on Tuesday, 2 April 2013, the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be extended to 5:00 p.m. on the same Business Day. If there is Bad Weather in force in Hong Kong at any time between 12:00 noon and 4:00 p.m. on Tuesday, 2 April 2013, the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m..

GENERAL

Completion and return of this Provisional Allotment Letter will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions in connection with this Provisional Allotment Letter and any acceptance of it have been, or will be, duly complied with.

Lodgment of this Provisional Allotment Letter with, where relevant, the Form of Transfer (Form B) purporting to have been signed by the person(s) in whose favour this Provisional Allotment Letter has been issued shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split Provisional Allotment Letters and/or certificates for Rights Shares.

This Provisional Allotment Letter and any acceptance of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

Further copies of the Rights Issue Prospectus giving details of the Rights Issue are available from the Registrar at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, during normal business hours.

Yours faithfully,
For and on behalf of the Board of
1010 Printing Group Limited
Lau Chuk Kin
Executive Director



匯星印刷集團有限公司*

(於百慕達註冊成立之有限公司)

股份代號：1127

敬啟者：

茲提述有關供股之供股章程。除文義另有規定外，供股章程所界定之詞彙在本通知書使用時具相同涵義。根據供股章程所載之條款及受其條件規限下，董事已向閣下暫定配發之供股股份數目以於記錄日期(即二零一三年三月十四日(星期四))在本公司之股東名冊上以閣下名義持有及登記之每五(5)股現有股份獲發兩(2)股供股股份為基準。閣下於記錄日期持有之股份數目載於甲欄，而閣下獲暫定配發之供股股份數目載於乙欄。

除供股章程「董事會函件」分節「海外股東之權利」段落所述外，本公司並無採取任何行動，以獲准在香港以外任何司法權區提呈發售供股股份或派發供股文件。因此，任何於香港以外地區獲得本暫定配額通知書之人士如欲申請供股股份，則有責任於提出申請前自行全面遵守一切相關地區或司法權區之法例及規例，包括取得任何政府或其他方面之同意以及就此繳付任何有關地區或司法權區規定須繳付之任何稅項及徵費。倘本公司認為接納任何供股股份之申請會違反任何地區或司法權區之適用證券或其他法例或規例，則會保留拒絕接納有關股份申請之權利。任何身為不合資格股東之人士之供股股份申請將不獲接納。

不合資格股東(如有)並未亦不會獲暫定配發供股股份，且不會獲寄暫定配額通知書或額外申請表格。除供股章程「董事會函件」分節「海外股東之權利」段落所述外，本公司將向不合資格股東寄發供股章程，惟僅供參考之用。原應暫定配發予不合資格股東之供股股份會安排在未繳股款供股股份開始買賣後盡快而無論如何在未繳股款供股股份結束買賣前以未繳股款方式，在扣除一切出售費用後有溢價的情況下於市場出售。本公司會將以上出售所得款項總淨額，按不合資格股東(如有)於記錄日期所持股權比例分派予不合資格股東，惟任何人士如可獲金額不足100港元，則有關款額歸本公司所有。原應配發予不合資格股東而未出售之供股股份，可供合資格股東以額外申請表格申請認購。

繳足股款之供股股份經發行及配發後，將在各方面與當時現有已發行股份享有同等權益。繳足股款供股股份持有人將有權收取於配發及發行供股股份日期或之後所宣派、作出或派付之一切日後股息及分派。

接納手續

閣下如全數接納暫定配額，須於二零一三年四月二日(星期二)下午四時正前，將本暫定配額通知書整份連同丙欄所載須於接納時繳足之股款，送交登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室。所有股款必須以港元支付。支票須由香港持牌銀行之賬戶開出，或銀行本票則須由香港持牌銀行開立，以「**只准入抬頭人賬戶**」方式劃線開出，並註明抬頭人為「**1010 Printing Group Limited – PAL**」。支付有關款項後，將表示根據本暫定配額通知書及供股章程之條款，並在本公司組織章程大綱及細則之規限下，接納供股股份暫定配額。本公司概不會就股款發出收據。所有涉及本暫定配額通知書之查詢應向位於上述地址之登記處提出。

敬請注意，除非如上文所述於二零一三年四月二日(星期二)下午四時正前接獲原承配人或已獲有效轉讓有關權利之任何人士所遞交經填妥之本暫定配額通知書連同丙欄所示金額之適當股款，否則則為暫定配額及其項下一切權利將被視作已遭放棄而將予註銷。即使暫定配額通知書並未根據有關指示填妥，本公司可全權酌情視暫定配額通知書為有效或對親身或由代表遞交之人士具有約束力。

額外供股股份

倘閣下為合資格股東，且有意申請閣下據此獲暫定配發以外之任何供股股份，則應按隨附之額外申請表格所示填妥及簽署表格，並於二零一三年四月二日(星期二)下午四時正前將該表格連同就所申請額外供股股份於申請時應獨立支付之全數股款送達登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室。所有股款必須以港元支付，而支票須由香港持牌銀行之賬戶開出，銀行本票則須由香港持牌銀行開立，以「**只准入抬頭人賬戶**」方式劃線開出，並註明抬頭人為「**1010 Printing Group Limited – EAF**」。

董事會將根據以下原則，按公平公正基準酌情分配額外供股股份：

- (1) 會優先處理為補足未滿一手的供股股份至完整一手買賣單位之申請，而董事認為有關申請並非旨在濫用有關機制；及
- (2) 如根據上文第(i)項原則分配後有可供額外申請之額外供股股份，將參考合資格股東額外申請之供股股份數目，按比例向已申請額外供股股份之合資格股東分配額外供股股份，董事可酌情作出調整使之為完整買賣單位。

轉讓

閣下如欲轉讓本通知書所述認購閣下獲暫定配發之供股股份全部權利，必須填妥及簽署轉讓表格(表格乙)，並將本暫定配額通知書送交承讓人或據此經手轉讓閣下權利之人士。其後，承讓人須填妥及簽署轉讓表格(表格乙)，並於二零一三年四月二日(星期二)下午四時正前將本暫定配額通知書連同丙欄所載須於接納時繳足之全部股款送達登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室。敬請注意，轉讓閣下認購有關供股股份之權利及承讓人接納該等權利時，須繳付香港印花稅。

碎股

本公司不會暫定配發零碎供股股份，亦不接受對任何零碎供股股份之申請。所有零碎之供股股份將整合處理(並下調至供股股份之最接近整數)。如扣除開支及印花稅後有溢價，本公司會在市場出售整合零碎供股股份後出現之所有未繳股款供股股份，所得收益歸本公司所有。任何未售已整合零碎未繳股款供股股份將可供合資格股東額外申請。本公司將不會提供碎股的對盤服務。

終止包銷協議

敬請注意，現有股份已自二零一三年三月六日(星期三)起以除權方式買賣，而供股股份預期將自二零一三年三月十九日(星期二)至二零一三年三月二十六日(星期二)止期間(包括首尾兩天)以未繳股款形式買賣。倘包銷商於最後終止時間前終止包銷協議，或供股之條件未能達成及/或獲豁免(如適用)，則供股將不會進行。擬買賣股份或未繳股款供股股份之任何股東或其他人士，如對其情況有任何疑問，建議諮詢其專業顧問。

供股須待供股章程「終止包銷協議」分節所載條件達成及/或獲豁免(如適用)後，方可作實。包銷協議載有條文賦予包銷商在發生若干事件之情況下向本公司發出書面通知終止包銷協議之權利。倘發生以下事件，包銷商可於最後終止時間終止包銷協議：

- (i) 當局制定任何新法律或規例或現有法律或規例(或其司法詮釋)有任何變動；或
- (ii) 任何本地、國家或國際政治、軍事、金融、經濟或貨幣(包括所有買賣或本公司任何證券於任何證券交易所之買賣中止，或香港貨幣與美利堅合眾國之貨幣掛鈎之貨幣體系變動)事件或變動(不論是否屬包銷協議日期之前及/或之後出現或持續之連串事件或變動之一部份)或其他性質(不論與前述者同類與否)之事件或變動，或爆發本地、國家或國際敵對衝突或動亂或武裝衝突或升級之任何事宜；或
- (iii) 任何天災、火災、水災、爆炸、疫症、戰爭、恐怖活動、暴動、治安不靖、群眾騷亂、罷工或停工；或
- (iv) 聯交所之證券買賣全面暫停或受嚴重限制，或有關部門下令香港商業銀行活動全面停頓，或香港商業銀行或證券交收或結算服務受到重大干擾；

而倘Recruit合理認為，上述變動會對匯星印刷集團整體業務、財務或營業狀況或前景或對成功進行供股造成重大不利影響，或致使進行供股屬不宜或不恰當，則Recruit可能會終止包銷協議。

有關買賣股份及供股股份之風險於供股章程「買賣股份及未繳股款供股股份之風險警告」一段披露。倘若包銷商行使其權利終止包銷協議，除包銷協議下之若干權利或責任外則協議各方的責任將告終止，且任何一方均不得就包銷協議引致或與之有關之任何事宜或事情向任何其他訂約方提出任何申索(有關任何先行違反者則除外)。倘包銷商行使上述權利，包銷協議將不會成為無條件，供股亦不會進行。

倘包銷商終止包銷協議，本公司將另行刊發公告。

有關終止包銷協議條款之所有詳情亦載於供股章程。

支票或銀行本票

所有供股股份之支票及銀行本票將於收訖後隨即兌現，而有關股款所賺取一切利息將就本公司利益撥歸本公司所有。倘暫定配額通知書有關之支票或銀行本票於首次過戶時不獲兌現，則暫定配額通知書可遭拒絕受理，而在此情況下，有關暫定配額及據此獲得之一切權利將被視作已遭放棄而將予註銷。

填妥本暫定配額通知書並連同繳付據此獲暫定配發之供股股份股款之支票或銀行本票交回時，即表示申請人保證該支票或銀行本票將於首次過戶時獲得兌現。

股票

待達成供股之條件後，預計登記處將於二零一三年四月十日(星期三)或之前以郵寄將繳足股款供股股份之股票寄交閣下，郵誤風險概由閣下自行承擔。

閣下將就所有獲發之供股股份收取一張股票。

惡劣天氣之影響

倘於二零一三年四月二日(星期二)中午十二時正前任何本地時間在香港懸掛八號或以上熱帶氣旋警告信號或「黑色」暴雨警告信號(「惡劣天氣」)，並於當日中午十二時正後解除，則接納供股股份及繳付股款以及申請認購額外供股股份及繳付股款之最後期限將延至同一營業日下午五時正。倘於二零一三年四月二日(星期二)中午十二時正至下午四時正期間任何時間在香港出現惡劣天氣，則接納供股股份及繳付股款以及申請認購額外供股股份及繳付股款之最後期限將順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應無懸掛有關信號。

一般事項

填妥及交回本暫定配額通知書，即表示向本公司保證及聲明，閣下已經或將會妥為遵守所有相關司法權區內與本暫定配額通知書及其任何接納有關之一切登記、法律及規管要求。

遞交本暫定配額通知書及(在有關情況下)擬由獲發本暫定配額通知書之人士簽署之轉讓表格(表格乙)，將為最終擁有權之證明，顯示遞交有關文件之人士有權處理有關文件及接收經分拆之暫定配額通知書及/或供股股份之股票。

本暫定配額通知書及接納其所載認購要約受香港法例規管，並按此詮釋。

載有供股詳情之供股章程可於一般營業時間內向登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17M)索取。

此致

列位合資格股東 台照

代表董事會
承董事會命
匯星印刷集團有限公司
執行董事
劉竹堅
謹啟

二零一三年三月十五日

* 僅供識別