

To be valid, the whole of this document must be returned.
本文件必須整份交還，方為有效。

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

IMPORTANT
重要提示

THIS FORM IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES EXPIRES AT 4:00 P.M. ON WEDNESDAY, 23 APRIL 2014.

此乃有價值及可轉讓之表格，並應即時處理，本文件及隨附之超額供股股份申請表格所載之供股建議將於二零一四年四月二十三日（星期三）下午四時正截止。

IF YOU ARE IN ANY DOUBT ABOUT THIS FORM, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES OF DAH SING FINANCIAL HOLDINGS LIMITED (THE "COMPANY"), YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本表格或應採取之行動有任何疑問或如閣下已出售閣下名下全部或部分大新金融集團有限公司（「本公司」）之股份，應諮詢閣下之股票經紀或其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this form, together with a copy of the rights issue prospectus of the Company dated 7 April 2014 (the "Prospectus") and a copy of the form of application for excess Rights Shares, have been registered with the Registrar of Companies in Hong Kong pursuant to Section 38D of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Chapter 32 of the Laws of Hong Kong. The Registrar of Companies in Hong Kong and the Securities and Futures Commission in Hong Kong take no responsibility as to the contents of any of these documents.

本表格之副本連同於二零一四年四月七日刊發之本公司之供股章程（「供股章程」）之副本及超額供股股份申請表格之副本，已遵照香港法例第32章公司（清盤及雜項條文）條例第38D條之規定於香港公司註冊處註冊。香港公司註冊處處長與香港證券及期貨事務監察委員會對任何此等文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited (the "Stock Exchange") and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this document, 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 document.

香港交易及結算有限公司、香港聯合交易所有限公司（「聯交所」）及香港中央結算有限公司（「香港結算」）對本文件之內容概不負責，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文件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。

Share Registrar and Transfer office:
Computershare Hong Kong Investor Services Limited
Shops 1712-1716, 17th Floor, Hopewell Centre
183 Queen's Road East
Wanchai, Hong Kong

股份過戶登記處：
香港中央證券登記有限公司
香港灣仔
皇后大道東183號
合和中心17樓1712-1716室



大新金融集團有限公司

DAH SING FINANCIAL HOLDINGS LIMITED

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 0440)

(股份代號: 0440)

Registered office:
36th Floor
Dah Sing Financial Centre
108 Gloucester Road
Hong Kong

註冊地址：
香港
告士打道108號
大新金融中心
36樓

**PROPOSED RIGHTS ISSUE OF
38,548,462 RIGHTS SHARES
AT THE SUBSCRIPTION PRICE OF HK\$23.40 PER RIGHTS SHARE
ON THE BASIS OF 13 RIGHTS SHARES FOR EVERY 100 EXISTING
SHARES HELD ON THE RECORD DATE**
建議按認購價每股供股股份23.40港元供股
38,548,462股供股股份
基準為於記錄日期每持有100股現有股份
可獲配發13股供股股份

**PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER THAN
4:00 P.M. ON WEDNESDAY, 23 APRIL 2014**
股款須不遲於二零一四年四月二十三日（星期三）
下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

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

[Blank box for shareholder name and address]

Total number of existing Shares registered in your name(s) at 5:00 p.m. on Friday, 4 April 2014
於二零一四年四月四日（星期五）下午五時正登記於閣下名下之現有股份總數

BOX A
甲欄

[Blank box for Box A]

Number of Rights Shares allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Wednesday, 23 April 2014
配發予閣下之供股股份數目，股款最遲須於二零一四年四月二十三日（星期三）下午四時正接納時繳足

BOX B
乙欄

[Blank box for Box B]

Total subscription monies payable on acceptance in full
應繳認購股款總額，股款須於接納時繳足

BOX C
丙欄

HK\$
港元

Please insert your contact telephone no. here:

請在此填上閣下之聯絡電話：

Terms defined in the Prospectus have the same meanings herein unless the context otherwise requires.
除非文義另有所指，否則供股章程所界定之詞彙與本通知書所採用者具有相同涵義。

The Underwriter has the right under the Underwriting Agreement to terminate the Underwriting Agreement by notice to the Company at any time prior to the Latest Time for Termination, in certain circumstances set out in the Underwriting Agreement. Details of the circumstances in which the Underwriter has the right to terminate the Underwriting Agreement are set out below in this Provisional Allotment Letter under the heading "Termination of the Underwriting Agreement".

根據包銷協議，包銷商有權在包銷協議內所載之若干情況下，於最後終止時間前，隨時向本公司發出通知終止包銷協議。包銷商有權終止包銷協議之情況詳情，載於本暫定配額通知書下文「終止包銷協議」一節內。

The Rights Issue is conditional upon (i) the Underwriting Agreement becoming unconditional and not being terminated; (ii) the DSBG Underwriting Agreement having been entered into and not having been terminated; and (iii) there not having occurred any event which would prevent the DSBG Rights Issue from becoming unconditional. If the Rights Issue does not become unconditional, the Rights Issue will not proceed. Any dealings in the Company's Shares up to the date on which the conditions to which the Rights Issue is subject are fulfilled (which is currently expected to be 4:00 p.m., Monday, 28 April 2014), or in the Rights Shares in nil-paid form on the Stock Exchange during the period in which they may be traded in their nil-paid form, will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

供股須待(i)包銷協議成為無條件及並無被終止；(ii)大新銀行集團包銷協議經已訂立及並無被終止；及(iii)概無任何事項將阻礙大新銀行集團供股成為無條件時，方可作實。倘若供股並未成為無條件，則供股將不會進行。截至供股之所有須獲履行之條件達成當日（目前預期為二零一四年四月二十八日（星期一）下午四時正）止之任何本公司股份買賣，或於未繳股款供股股份方式進行買賣之期間在聯交所買賣未繳股款供股股份將須承受供股未必成為無條件或未必進行之風險。

Investors who have any doubt about their position are recommended to obtain professional advice from their advisers regarding dealings in Shares or nil-paid Rights Shares during these periods.
投資者如對彼等之立場有任何疑問，應諮詢彼等顧問有關於該等期間買賣股份或未繳股款供股股份之專業意見。

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

本表格不可直接或間接在或向美國刊發、發放或派發。

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 the Central Clearing and Settlement System ("CCASS") with effect from the respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange or such other date 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.

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，並符合香港結算之股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可自未繳股款及繳足股款供股股份各自開始於聯交所買賣當日或香港結算決定之其他日期起，在中央結算及交收系統（「中央結算系統」）寄存、結算及交收。聯交所參與者間於任何交易日之交易須於其後第二個交易日在中央結算系統進行交收。中央結算系統進行之一切活動均須依照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。

Dealings in the Shares of the Company may be settled through CCASS operated by HKSCC and you should consult your stockbroker, other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

本公司股份之買賣可通過由香港結算營運的中央結算系統結算。閣下應諮詢閣下之股票經紀、其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以了解結算安排詳情以及有關安排可能如何影響閣下之權利及權益。

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL YOU MUST LODGE THIS FORM INTACT WITH THE COMPANY'S SHARE REGISTRAR, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED, SHOPS 1712-1716, 17TH FLOOR, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, WANCHAI, 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 NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 23 APRIL 2014. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, AND CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "DSFH (440) - RIGHTS ISSUE ACCOUNT (2014)" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN.

閣下如欲接納全部供股股份之暫定配額，須將本表格整份連同上文丙欄所示將由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）收取之港元全數股款，最遲於二零一四年四月二十三日（星期三）下午四時正前交回本公司之股份過戶登記處，所有股款須以港元繳付，並在香港持牌銀行戶口開出之支票及以香港持牌銀行發出之銀行本票支付，並須註明抬頭人為「大新金融(440) - 供股戶口(2014)」，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之指示載於背頁。本公司將不另發股款收據。

Each person accepting the provisional allotment specified in this document:

- confirms that he/she/it has read the terms and conditions and acceptance procedures set out on the pages attached to this Provisional Allotment Letter and in the Prospectus and agrees to be bound by them; and
- agrees that this Provisional Allotment Letter, and the resulting contract, will be governed by and construed in accordance with Hong Kong law.

接納本文件所載之暫定配額的每位人士均：

- 確認其已閱讀本暫定配額通知書所附頁數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；及
- 同意本暫定配額通知書及因此構成之合約須受香港法律管限及根據香港法律詮釋。

IN THE EVENT OF TRANSFER OF RIGHTS 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.

如轉讓可認購供股股份之認購權，每項買賣均須繳付從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之權益亦須繳付從價印花稅。在送交本文件以登記轉讓任何供股股份權益之前，須出示已繳付從價印花稅之證明。

Form B
表格乙

**FORM OF TRANSFER AND
NOMINATION**

轉讓及提名表格

(To be completed and signed only by (a) Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares set out in Box B of Form A)
(只供擬轉讓其/彼等載於表格甲內乙欄之全部供股股份認購權利之合資格股東填寫及簽署)

To: The Directors

Dah Sing Financial Holdings Limited

致：大新金融集團有限公司
列位董事 台照

Dear Sirs,

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

敬啟者：

本人/吾等茲將本暫定配額通知書所列本人/吾等之供股股份之認購權悉數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

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

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

Date: _____ 2014

日期：二零一四年 _____ 月 _____ 日

Hong Kong stamp duty is payable by the transferor(s) if this form is completed.

填妥此表格後，轉讓人須繳付香港印花稅。

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 have been transferred)
(只供承讓供股股份認購權之人士填寫及簽署)

To: The Directors

Dah Sing Financial Holdings Limited

致：大新金融集團有限公司(「貴公司」)
列位董事 台照

Dear Sirs,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this Provisional Allotment Letter and the Prospectus and subject to the articles of association of the Company.

敬啟者：

本人/吾等謹請 貴董事會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 貴公司之組織章程細則規限下，接納此等供股股份。

		Existing Shareholder(s) Please mark "X" in this box 現有股東請在本欄內填上「X」號		
To be completed in BLOCK letters in ENGLISH . Joint applicants should give one address only. 請用英文正楷填寫。聯名申請人只須填報一個地址。				
Name in English 英文姓名	Family name (姓氏)	Other names (名字)	Name in Chinese 中文姓名	
Name continuation and/or name(s) of joint applicant(s) (if required) 姓名(續)及/或聯名申請 人姓名(如有需要)				
Address in English (joint applicants shall give one address only) 英文地址 (聯名申請人只須填報一個 地址。)				
Occupation 職業			Tel. No. 電話號碼	
Dividend Instructions 股息指示			Bank account No. 銀行賬戶號碼	
Name and address of bank 銀行名稱及地址			BANK 銀行	BRANCH 分行
		ACCOUNT 賬戶		

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

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

Date: _____ 2014

日期：二零一四年 _____ 月 _____ 日

Hong Kong stamp duty is payable by the transferee(s) if this form is completed.

填妥此表格後，承讓人須繳付香港印花稅。

Names of Chinese applicants must be given both in English and in Chinese characters.

華裔申請人須填寫中英文姓名。



大新金融集團有限公司

DAH SING FINANCIAL HOLDINGS LIMITED

(Incorporated in Hong Kong with limited liability)

(Stock Code: 0440)

7 April 2014

Dear Qualifying Shareholder(s),

INTRODUCTION

In accordance with the terms and conditions of this Provisional Allotment Letter and those set out in the Prospectus and subject to the articles of association of the Company, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated on the front page of this Provisional Allotment Letter on the pro-rata basis of 13 Rights Shares for every 100 existing Shares in the Company registered in your name in the register of members of the Company as at 5:00 p.m. on Friday, 4 April 2014. Your holding of existing Shares in the Company as at that date is set out in Box A on the front page of this Provisional Allotment Letter and the number of Rights Shares provisionally allotted to you is set out in Box B on the front page of this Provisional Allotment Letter. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

You have the right to acquire the Rights Shares provisionally allotted to you at a price of HK\$23.40 per Rights Share payable in full on acceptance, in the manner set out below, by not later than 4:00 p.m. on Wednesday, 23 April 2014.

You may, subject to the section headed "Qualifying Shareholders and Non-Qualifying Shareholders" below, accept all or any number of the Rights Shares provisionally allotted to you hereunder or dispose of your right to all or any of them. If you wish to accept only part of your provisional allotment and to transfer the remainder or to transfer your provisional allotment to more than one person, you should refer to the instructions in the section headed "Splitting" below. If you wish to transfer all of your provisional allotment you should refer to the instructions in the section headed "Transfer" below.

The Rights Issue is conditional upon, among other things, the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed.

RIGHTS SHARES

The Rights Shares to be allotted and issued will, subject to the articles of association of the Company, rank pari passu in all respects with each other, including in particular, as to dividends, voting and capital, and with all Shares in issue as at the date of allotment and issue of Rights Shares such that holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions the record dates of which are on or after the date of allotment and issue of the Rights Shares. In particular, holders of fully-paid Rights Shares will be entitled to receive the dividend of HK\$0.91 per Share recommended by the Directors as set out in the announcement by the Company of its annual results for the year ended 31 December 2013 on Wednesday, 26 March 2014 subject to such dividend being approved by the Shareholders in general meeting.

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 Exchange 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 the respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

PROCEDURE FOR ACCEPTANCE

Any person (including, without limitation, agents, custodians, nominees and trustees) outside Hong Kong wishing to take up his/her/its rights under the Rights Issue must satisfy himself/herself/itself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories.

Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full must lodge the whole of this Provisional Allotment Letter intact with the Registrar, Computershare Hong Kong Investor Services Limited, Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance for the full amount payable on acceptance, as shown in Box C on the front page of this Provisional Allotment Letter, so as to be received by not later than 4:00 p.m. on Wednesday, 23 April 2014. All remittances must be in Hong Kong dollars and cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**DSFH (440) - Rights Issue Account (2014)**" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment on the terms of this Provisional Allotment Letter and the Prospectus and subject to the articles of association 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 a Provisional Allotment Letter, duly completed, together with the appropriate remittance shown in Box C on the front page of this Provisional Allotment Letter, has been received as described above by 4:00 p.m. on Wednesday, 23 April 2014, whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder 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 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.

SPLITTING

If you wish to accept only part of your provisional allotment or transfer a 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, this entire original Provisional Allotment Letter must be surrendered and lodged for cancellation with a covering letter stating clearly the number of split Provisional Allotment Letters required and the number of Nil Paid Rights to be comprised in each split Provisional Allotment Letter (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B on the front page of this Provisional Allotment Letter), by no later than 4:30 p.m. on Friday, 11 April 2014 with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, who will cancel this original Provisional Allotment Letter and issue new Provisional Allotment Letters in the denominations required which will be available for collection at the Registrar at the above address after 9:00 a.m. on the second Business Day after the surrender of this original Provisional Allotment Letter.

TRANSFER

If you wish to transfer all of your provisional allotment under this Provisional Allotment Letter to another person you should complete and sign the "Form of Transfer and Nomination" (Form B) in this Provisional Allotment Letter and hand the completed and signed Provisional Allotment Letter to the person to or through whom you are transferring your provisional allotment. The transferee must then complete and sign the "Registration Application Form" (Form C) in this Provisional Allotment Letter and lodge this Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance with the Registrar at the above address by no later than 4:00 p.m. on Wednesday, 23 April 2014.

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 and the Underwriter reserve the right to refuse to register any transfer in favour of any person in respect of which the Company or the Underwriter believe such transfer may violate applicable legal or regulatory requirements.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Underwriting Agreement grants the Underwriter the right to terminate the Underwriting Agreement by notice to the Company at any time prior to the Latest Time for Termination if any of the following occurs (i) any material breach of any of the warranties or the undertakings given by the Company or the Controlling Shareholder comes to the knowledge of the Underwriter, or there has been a material breach on the part of the Company or the Controlling Shareholder or certain of his associates of any other provision of the Underwriting Agreement; or (ii) any event occurs or matter arises, which, if it had occurred before the date of the Underwriting Agreement or before any of the times on which the warranties given by the Company or the Controlling Shareholder are deemed to be given would have rendered any of those warranties untrue, incorrect or misleading in any material respect; or (iii) any statement contained in the Prospectus has become or been discovered to be untrue, incorrect, incomplete or misleading in any material respect, or matters have arisen or have been discovered which would, if the Prospectus was to be issued at the time, constitute a material omission therefrom; or (iv) the Company is required to produce a supplementary prospectus; or (v) there is a material adverse change or prospective adverse change in the condition, results of operations, management, business, stockholders' equity or in the financial or trading position of any member of the Group which, in the sole opinion of the Underwriter, is or may be materially adverse in the context of the Rights Issue; or (vi) permission to deal in and listing of all the Rights Shares (in their nil-paid and fully-paid forms) has been withdrawn by the Stock Exchange; or (vii) the DSBG Underwriting Agreement is terminated or becomes incapable of becoming unconditional in accordance with its terms; or (viii) there has occurred, happened, come into effect or become public knowledge any event, series of events or circumstances concerning or relating to (whether or not foreseeable): (A) any change (whether or not permanent) in local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in or affecting the PRC, Hong Kong or the United States; or (B) any event of force majeure including, without limitation, economic sanctions, strike or lock-out (whether or not covered by insurance), riot, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, outbreak of infectious disease, declaration of a state of emergency or calamity or crisis, in or affecting the PRC, Hong Kong or the United States; or (C) the declaration of a banking moratorium by the PRC, Hong Kong or United States authorities occurring due to exceptional financial circumstances or otherwise; or (D) any moratorium, suspension or restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange or any major disruption of any securities settlement or clearing services in Hong Kong; or (E) any suspension of dealings in the Shares (other than pending publication of announcements in respect of the Rights Issue or where such suspension is temporary or routine in nature for not more than two trading days); or (F) any new law or regulation or any change, or any development involving a prospective change, in existing laws or regulations in Hong Kong or any other place in which any member of the Group conducts or carries on business, the effect of which events or circumstances referred to in (A) to (F) above, individually or in the aggregate (in the sole opinion of the Underwriter): (1) is or would be materially adverse to, or materially prejudicially affects or would materially and prejudicially affect, the Group as a whole or the Rights Issue; or (2) makes or may make it inadvisable or inexpedient to proceed with the Rights Issue.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment following 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 accompanying 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 a Provisional Allotment Letter together with a cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant(s), that the cheque or cashier's order will be honoured on first presentation.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

It is expected that share certificates for all fully-paid Rights Shares are to be posted on or around Wednesday, 30 April 2014 to those Qualifying Shareholders who have accepted and (where applicable) applied for, and paid for, the Rights Shares by ordinary mail at their own risk. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted on or around Wednesday, 30 April 2014 by ordinary mail to the applicants at their own risk.

EXCESS RIGHTS SHARES

The Qualifying Shareholders may apply, by way of excess application, for Rights Shares representing unsold fractional entitlements, together with any Rights Shares provisionally allotted but not accepted by Qualifying Shareholders or otherwise subscribed for by renounees or transferees of nil-paid Rights Shares and any Rights Shares representing any unsold entitlements of the Non-Qualifying Shareholders (if any).

Application for excess Rights Shares may be made by completing a prescribed form of application for excess Rights Shares. The Directors will allocate the excess Rights Shares at their discretion on a fair and equitable basis on the following principles:

- i. subject to the availability of such excess Rights Shares for all such applications, preference will be given to applications for less than a board lot of Rights Shares where it appears to the Directors that such applications are made to round up odd-lot holdings to whole-lot holdings unless the total number of excess Rights Shares is insufficient to top-up all odd-lots into whole board lots or the Directors consider that such applications are made with the intention to abuse this mechanism; and
- ii. subject to the availability of excess Rights Shares after allocation under principle (i) above, the excess Rights Shares will be allocated to Qualifying Shareholders based on a sliding scale with reference to the number of the excess Rights Shares applied for by them with flexibility to round up to whole board lots at the discretion of the Directors (i.e. Qualifying Shareholders applying for a smaller number of Rights Shares will be allocated a higher percentage of the excess Rights Shares they have applied for; whereas Qualifying Shareholders applying for a larger number of Rights Shares will be allocated a lower percentage of the excess Rights Shares they have applied for (although they will receive a greater number of Rights Shares than those applying for a smaller number)).

If a Qualifying Shareholder wishes to apply for any Rights Shares in addition to his provisional allotment, he must complete and sign an Excess Application Form enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Registrar by 4:00 p.m. on Wednesday, 23 April 2014, or such later time and/or date as may be agreed between the Company and the Underwriter. All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and, made payable to "DSFH (440) – Excess Application Account (2014)" and crossed "Account Payee Only".

Beneficial Owners whose Shares are held by a Registered Owner, or which are held in CCASS, should note that the Board will regard the Registered Owner (including HKSCC Nominees Limited) as a single Shareholder on the register of members of the Company. Accordingly, Beneficial Owners whose Shares are registered in the name of a Registered Owner, or which are held in CCASS, should note that the aforesaid arrangement in relation to the allocation of excess Rights Shares will not be extended to them individually.

FRACTIONAL ENTITLEMENTS

The Company will not provisionally allot fractions of Rights Shares. All fractions of Rights Shares will be aggregated (rounded down to the nearest whole number). All nil-paid Rights Shares arising from such aggregation will be provisionally allotted (in nil-paid form) to the Underwriter or its nominee, and will be sold in the market on behalf of the Company if a premium (net of expenses) can be obtained, with the Company retaining the proceeds for its own benefit. Any unsold fractions of Rights Shares will be available to meet excess applications by the Qualifying Shareholders.

DISTRIBUTION OF THIS PROVISIONAL ALLOTMENT LETTER AND THE OTHER PROSPECTUS DOCUMENTS

This Provisional Allotment Letter shall only be sent to Qualifying Shareholders.

Distribution of this Provisional Allotment Letter and the other Prospectus Documents into jurisdictions other than Hong Kong may be restricted by law. Persons into whose possession this Provisional Allotment Letter or any of the other Prospectus Documents come (including, without limitation, agents, custodians, nominees and trustees) should inform themselves of and observe any such restrictions. Any failure to comply with those restrictions may constitute a violation of the securities laws of any such jurisdiction. Any Shareholder or Beneficial Owner who is in any doubt as to his/her position should consult an appropriate professional adviser without delay. In particular, subject to certain exceptions as agreed between the Company and the Underwriter, this Provisional Allotment Letter and the other Prospectus Documents should not be distributed, forwarded to or transmitted in, into or from any of the Specified Territories.

The Prospectus Documents will not be registered under the applicable securities legislation of any jurisdiction other than Hong Kong.

QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS

To qualify for the Rights Issue and to accept the Rights Shares provisionally allotted under the Provisional Allotment Letter, a Shareholder must have been registered as a member of the Company as at 5:00 p.m. on Friday, 4 April 2014 and be a Qualifying Shareholder.

The rights of Shareholders and Beneficial Owners who are Non-Qualifying Shareholders will be dealt with as referred to in the Prospectus in the section headed "Non-Qualifying Shareholders".

Arrangements will be made for the Nil Paid Rights which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders, had they been Qualifying Shareholders, to be provisionally allotted (in nil-paid form) to the Underwriter or its nominee, and will 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 latest time for acceptance of Rights Shares, if a premium (net of expenses) can be obtained. The proceeds of sale, less expenses and stamp duty, will be paid to the relevant Non-Qualifying Shareholder(s) (pro rata to their shareholdings at 5:00 p.m. on Friday, 4 April 2014) in Hong Kong dollars, provided that the Company will retain individual amounts of HK\$100 or less for the benefit of the Company. Any unsold entitlements of the Non-Qualifying Shareholders, together with any Rights Shares provisionally allotted but not accepted by Qualifying Shareholders or otherwise subscribed for by renounees or transferees of nil-paid Rights Shares, will be made available to meet excess applications on Excess Application Forms by the Qualifying Shareholders. These arrangements will not apply to any Non-Qualifying Shareholder who is a Shareholder or Beneficial Owner residing in any of the Specified Territories but (in the case of a Shareholder) whose address, or (in the case of a Beneficial Owner) who holds his/her/its interest in Shares through a Registered Owner whose address, was shown in the register of members of the Company on the Record Date as not being in a Specified Territory.

Receipt of this Provisional Allotment Letter and/or any other Prospectus Document does not and will not constitute an offer in those jurisdictions in which it would be illegal to make an offer and, in those circumstances, this Provisional Allotment Letter and/or the other Prospectus Documents must be treated as sent for information only and should not be copied or redistributed. Persons (including, without limitation, agents, custodians, nominees and trustees) who receive a copy of this Provisional Allotment Letter and/or any other Prospectus Document should not, in connection with the Rights Issue, distribute or send the same in, into or from, or transfer Nil Paid Rights to any person in, into or from, any of the Specified Territories. If a Provisional Allotment Letter or Excess Application Form is received by any person in any such territory, or by his/her agent or nominee, he/she must not seek to take up the rights referred to in the Provisional Allotment Letter or Excess Application Form or transfer the Provisional Allotment Letter (or apply for any excess Rights Shares under the Excess Application Form) unless the Company and the Underwriter determine that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, agents, custodians, nominees and trustees) who does forward this Provisional Allotment Letter or any other Prospectus Documents in, into or from any Specified Territory (whether under a contractual or legal obligation or otherwise) should draw the recipient's attention to the contents of this section.

Notwithstanding any other provision in this Provisional Allotment Letter or any other Prospectus Documents, the Company reserves the right to permit any Shareholder to take up his/her/its rights if the Company, in its absolute discretion, is satisfied that the transaction in question is exempt from or not subject to the legislation or regulations giving rise to the restrictions in question.

LIMITED CATEGORIES OF PERSONS IN THE SPECIFIED TERRITORIES WHO MAY BE ABLE TO TAKE UP THEIR RIGHTS UNDER THE RIGHTS ISSUE

Notwithstanding what is said in the section headed "Qualifying Shareholders and Non-Qualifying Shareholders" above, although Shareholders or Beneficial Owners in the U.K. are generally Non-Qualifying Shareholders, a limited number of Shareholders and Beneficial Owners in the U.K. who are qualified investors as defined under section 86(7) of the Financial Services and Markets Act 2000 ("FSMA") may be able to take up their Nil Paid Rights and subscribe for Rights Shares being offered in the Rights Issue, provided they fulfill relevant requirements to the satisfaction of the Company.

The Company reserves the absolute discretion in determining whether to allow such participation as well as the identity of the persons who may be allowed to do so.

REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting this Provisional Allotment Letter, each purchaser of Nil Paid Rights or subscriber of Rights Shares hereby represents and warrants to the Company and the Underwriter and to any person acting on their behalf, unless in their sole discretion the Company and the Underwriter waive such requirement expressly in writing that:

- he/she/it was a Shareholder as at 5:00 p.m. on Friday, 4 April 2014, or he/she/it lawfully acquired or may lawfully acquire the Nil Paid Rights, directly or indirectly, from such a person;
- he/she/it may lawfully be offered, take up, obtain, subscribe for and receive the Nil Paid Rights and/or the Rights Shares in the jurisdiction in which he/she/it resides or is currently located;
- he/she/it is not resident or located in, or a citizen of, the U.S.;
- he/she/it is not accepting an offer to acquire or take up the Nil Paid Rights or Rights Shares on a non-discretionary basis for a person who is resident or located in, or a citizen of, the U.S. at the time the instruction to accept was given;
- he/she/it is not taking up for the account of any person who is located in the U.S., unless (a) the instruction to purchase or take up the Nil Paid Rights or to subscribe for or accept Rights Shares was received from a person outside the U.S. and (b) the person giving such instruction has confirmed that it (1) has the authority to give such instruction and (2) either (A) has investment discretion over such account or (B) is an investment manager or investment company that is acquiring the Nil Paid Rights and/or the Rights Shares in an "offshore transaction" within the meaning of Regulation S;
- he/she/it is acquiring the Nil Paid Rights and/or the Rights Shares in an "offshore transaction" as defined in Regulation S;
- he/she/it has not been offered the Rights Shares by means of any "directed selling efforts" as defined in Regulation S;
- he/she/it is not acquiring the Nil Paid Rights or Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renouncement, pledge, transfer, delivery or distribution, directly or indirectly, of such Nil Paid Rights or Rights Shares into the U.S.; and
- he/she/it understands that neither the Nil Paid Rights nor the Rights Shares have been or will be registered under the U.S. Securities Act or with any securities regulatory authority of any state, territory, or possession of the U.S. and the Nil Paid Rights and Rights Shares are being distributed and offered only outside the U.S. in reliance on Regulation S. Consequently he/she/it understands the Nil Paid Rights or Rights Shares may not be offered, sold, allotted, taken up, exercised, resold, renounced, pledged, delivered, distributed or otherwise transferred in or into the U.S., except in reliance on an exemption from, or in transactions not subject to, the registration requirements of the U.S. Securities Act.

Any person accepting and/or transferring this Provisional Allotment Letter or requesting registration of the Rights Shares comprised therein represents and warrants to the Company that, except where proof has been provided to the satisfaction of the Company that such person's use of this Provisional Allotment Letter will not result in the contravention of any applicable legal requirement in any jurisdiction, he/she/it: (i) is not accepting and/or transferring this Provisional Allotment Letter, or requesting registration of the relevant Nil Paid Rights or Rights Shares from within any of the Specified Territories; (ii) is not in any of the Specified Territories or in any territory in which it is otherwise unlawful to make or accept an offer to acquire the Nil Paid Rights or the Rights Shares or to use this Provisional Allotment Letter in any manner in which such person has used or will use it; (iii) is not acting on a non-discretionary basis for a person resident in any of the Specified Territories at the time the instruction to accept or transfer was given; and (iv) is not acquiring the Nil Paid Rights or the Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renouncement, pledge, transfer, delivery or distribution, directly or indirectly, of any such Nil Paid Rights or Rights Shares into any of the Specified Territories.

The Company may treat as invalid any acceptance or purported acceptance of the allotment of Rights Shares comprised in, or transfer or purported transfer of, this Provisional Allotment Letter if it: (a) appears to the Company to have been executed in, or despatched from, any of the Specified Territories and the acceptance or transfer may involve a breach of the laws of the relevant Specified Territory or the acceptance or transfer is otherwise in a manner which may involve a breach of the laws of any jurisdiction or if it or its agents believe the same may violate any applicable legal or regulatory requirement; (b) provides an address in any of the Specified Territories for delivery of definitive share certificates for Rights Shares and such delivery would be unlawful or provides an address for delivery of definitive share certificates in any other jurisdiction outside Hong Kong in which it would be unlawful to deliver such certificates; or (c) purports to exclude the representation and/or warranty required by the paragraph immediately above.

Completion and return of this Provisional Allotment Letter by any person will constitute a warranty and representation to the Company, by such person, that all registration, legal and regulation requirements, in connection with such application have been or will be duly complied with by that person.

For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties above.

GENERAL

Lodgment of this Provisional Allotment Letter with, where relevant, the form of transfer and nomination 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 a split Provisional Allotment Letter and/or the share certificates for the Rights Shares. Further copies of the Prospectus are available at the Company's share registrar, Computershare Hong Kong Investor Services Limited, (telephone number: (852) 2862 8647), at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary mail at the risk of the relevant applicants or other persons entitled thereto.

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

Nil Paid Rights are expected to be traded in board lots of 400 (as the existing Shares are currently traded on the Stock Exchange in board lots of 400).

References in this Provisional Allotment Letter to time are to Hong Kong time unless otherwise stated.

If you have questions in relation to the Rights Issue, please telephone the Shareholder hotline on (852) 2862 8647 during business hours from 9:00 a.m. to 6:00 p.m., Monday to Friday (other than Hong Kong holidays).

By completing, signing and submitting this Provisional Allotment Letter, you agree to disclose to the Company and/or the 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 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 registered office at 36th Floor, Dah Sing Financial Centre, 108 Gloucester Road, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary or (as the case may be) the Registrar.

Yours faithfully,
For and on behalf of
Dah Sing Financial Holdings Limited
David Shou-Yeh Wong
Chairman



大新金融集團有限公司

DAH SING FINANCIAL HOLDINGS LIMITED

(於香港註冊成立之有限公司)

(股份代號：0440)

敬啟者：

緒言

根據本暫定配額通知書及供股章程所載之條款及條件，並在本公司之組織章程細則的規限下，董事已暫定配發本暫定配額通知書首頁所載數目之本公司供股股份予閣下，基準為於二零一四年四月四日(星期五)下午五時正以前閣下名義在本公司股東登記冊上登記每100股本公司現有股份可按比例獲配發13股供股股份。閣下於該日持有之本公司現有股份列於本暫定配額通知書首頁甲欄，而所獲暫定配發之供股股份數目則列於本暫定配額通知書首頁乙欄。除文義另有所指外，於供股章程中已界定之詞彙與本函件所採用者具有相同涵義。

閣下有權不遲於二零一四年四月二十三日(星期三)下午四時正根據下文所載之方式按每股供股股份23.40港元之價格(於接納時繳足)購買暫定配發予閣下之供股股份。

在下文「合資格股東及非合資格股東」一節的規限下，閣下可接納據此暫定配發予閣下之全部或任何數目的供股股份，或出售閣下之全部或任何有關權利。閣下如欲只接納閣下之部分暫定配額並將餘額轉讓，或擬將閣下之暫定配額轉讓予超過一人，則閣下應參閱下文「分拆」一節內之指示。閣下如欲轉讓閣下之全部暫定配額，則閣下應參閱下文「轉讓」一節內之指示。

供股須待(其中包括)包銷協議成為無條件及並無被終止後，方可作實。倘若供股並未成為無條件，則供股將不會進行。

供股股份

將獲配發及發行的供股股份將(受本公司組織章程細則所限)於各方面各自(尤其包括股息、投票權及股本)及與於配發及發行供股股份日期之所有已發行股份享有同等權益，故該等繳足股款供股股份持有人將有權收取記錄日期為配發及發行供股股份日期或之後的所有未來股息及分派。特別是，繳足股款供股股份之持有人將有權收取誠如本公司於二零一四年三月二十六日(星期三)刊發截至二零一三年十二月三十一日止年度之年度業績公告所載董事建議之每股股份0.91港元之股息，惟該股息須經股東於股東大會上批准後，方可作實。

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，並符合香港結算之聯交所接納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可自未繳股款及繳足股款供股股份各自開始於聯交所買賣當日或由香港結算決定之其他日期起，在中央結算系統內寄存、結算及交收。聯交所參與者間於任何交易日之交易須於其後第二個交易日在中央結算系統進行交收。中央結算系統進行之一切活動均須依照不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

接納手續

香港以外的任何人(包括(並不限於)代理人、保管人、代名人及受託人)如欲接納其於供股之權利，須使其信納其已全面遵守任何相關地區之適用法律，包括取得任何政府或其他同意、符合任何其他所需之正式手續，以及繳納相關地區之任何發行、轉讓或其他稅項。

合資格股東如欲全數接納其供股股份暫定配額，必須將整份暫定配額通知書連同本暫定配額通知書首頁丙欄所示須於接納時應付之全數股款，不遲於二零一四年四月二十三日(星期三)下午四時正前交回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)。所有股款須以港元繳付，並以在香港持牌銀行戶口開出之支票及以香港持牌銀行發出之銀行本票支付，並須註明抬頭人為「大新金融(440) - 供股戶口(2014)」，並以「只准入抬頭人賬戶」劃線方式開出。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，及在本公司之組織章程細則之規限下接納暫定配額。本公司將不另發股款收據。所有有關本暫定配額通知書之查詢均須寄交上述地址之登記處。

謹請注意，除非由原獲配售人或以本身名義經已獲有效轉讓有關權利之任何人士填妥之暫定配額通知書連同本暫定配額通知書首頁丙欄所示之應繳股款已按上文所述於二零一四年四月二十三日(星期三)下午四時正前送達，否則閣下之暫定配額及一切據此而獲得之權利將視作已遭放棄而被取消。本公司或會(全權酌情)將並未遵照有關指示填妥之暫定配額通知書視作有效，且對交回之人士或代表其交回之人士具有約束力。

分拆

閣下如欲只接納閣下之部分暫定配額，或轉讓據此暫定配發予閣下之認購供股股份之部分權利，或向超過一名人士轉讓閣下全部或部分權利，則閣下須將整份原暫定配額通知書連同清楚註明所需要的分拆暫定配額通知書數目及每份暫定配額通知書包含的未繳股款供股股份數目(兩者合共應相等於本暫定配額通知書首頁乙欄所載列暫定配發予閣下的供股股份數目)的信件，須在不遲於二零一四年四月十一日(星期五)下午四時三十分前交回及送遞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)，以供本公司股份過戶登記處註銷此份原暫定配額通知書，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回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(地址同上)領取。

轉讓

閣下如欲根據本暫定配額通知書轉讓閣下之全部暫定配額予其他人士，閣下應填妥及簽署本暫定配額通知書內之「轉讓及提名表格」(表格乙)，並將填妥及簽署之暫定配額通知書轉交閣下之暫定配額的承讓人或經手轉讓的人士。承讓人其後須填妥及簽署本暫定配額通知書內之「登記申請表格」(表格丙)，並將本暫定配額通知書連同接納時應付全部款項的股款，在不遲於二零一四年四月二十三日(星期三)下午四時正前送交登記處(地址見上文)。

務請注意，閣下轉讓有關供股股份之認購權予承讓人時須繳付香港印花稅，而承讓人於接納有關權利時亦須繳付印花稅。

本公司及包銷商保留權利拒絕受理以任何人士為受益人的任何轉讓登記，如本公司或包銷商就此相信該轉讓或會違反適用法例或監管規定。

終止包銷協議

敬請注意，包銷協議給予包銷商權利，倘若出現任何以下情況，可於最後終止時間前，隨時向本公司發出通知終止包銷協議：(i) 包銷商得悉本公司或控股股東所作出之任何保證或承諾被嚴重違反，或本公司或控股股東或其若干聯繫人嚴重違反包銷協議之任何其他條文；或(ii) 倘發生任何事件或事宜，而若該等事件或事宜於包銷協議日期前或於本公司或控股股東所作出保證被視為作出前任何時間已發生，會使任何有關保證在任何重大方面有不實、不正確或有所誤導；或(iii) 倘供股章程所載任何陳述在任何重大方面成為或被發現不實、不正確、不完整或有所誤導，或發生或發現使供股章程在當時刊發會有重大遺漏之事宜；或(iv) 本公司須刊發補充供股章程；或(v) 本集團任何成員公司之狀況、經營業績、管理、業務、股權持有人權益或財務或交易狀況有任何重大不利變動或預期有不利變動，而包銷商全權認為對供股而言屬或可能屬重大不利；或(vi) 聯交所撤回批准所有未繳股款及繳足股款之供股股份買賣及上市；或(vii) 大新銀行集團包銷協議被終止或無法根據其條款成為無條件；或(viii) 有關或關於下列方面之任何事件、連串事件或情況(不論是否可以預見)出現、發生、生效或為公眾所知：(A) 於中國、香港或美國或影響該等地區之地方、國家或國際金融、政治、軍事、工業、經濟、法律、財政、監管或證券市場事宜或情況或貨幣匯率或外匯管制之任何變動(不論是否屬永久)；或(B) 於中國、香港或美國或影響該等地區之任何不可抗力事件(包括(並不限於)經濟制裁、罷工或停工(不論是否有購買保險)、暴亂、火災、爆炸、水災、地震、內亂、戰亂或宣戰、爆發敵對狀態或敵對狀態升級(無論是否已經宣戰)、恐怖活動(無論是否已承認責任)、天災、疫症、流行病、傳染病爆發、宣佈緊急狀態或災難或危機)；或(C) 由於異常金融情況或其他情況而導致中國、香港或美國有關當局宣佈銀行業全面停業；或(D) 聯交所全面停止或暫停股份或證券交易、對股份或證券交易施加限制或設立價格下限或香港之證券交收或結算服務受到任何重大干擾；或(E) 股份暫停買賣(以待刊發有關供股之公告或有關暫停買賣屬暫時或例行性質且不多於兩個交易日者除外)；或(F) 香港或本集團任何成員公司進行或從事業務之其他地方頒佈任何新法例或法規或現有法例或法規出現任何變動，或出現涉及可能變動之任何進展，包銷商全權認為上文(A)至(F)項所述事件或情況個別或合併之影響：(1) 對或將對本集團整體或供股嚴重不利，或為大新金融集團整體或供股帶來或將會帶來重大及不利影響；或(2) 使或可能使供股不可取或不宜進行。

支票及銀行本票

所有支票及銀行本票於收訖後過戶，而有關款項之全部利息將撥歸本公司所有。任何暫定配額通知書所隨附之支票或銀行本票未能於首次過戶時兌現，有關通知書有可能被拒絕受理，在此情況下，該暫定配額通知書下的暫定配額及所有權利將被視為已遭拒絕及將予以註銷。填妥之暫定配額通知書連同所接納供股股份之付款支票或銀行本票交回後將構成申請人之一項保證，表示該支票或銀行本票於首次過戶時將可兌現。

供股之股票及退款支票

預期所有繳足股款供股股份之股票將於二零一四年四月三十日(星期三)或前後以普通郵遞方式寄發予已接納及(如適用)申請認購供股股份並繳交股款之合資格股東，郵誤風險概由彼等自行承擔。預期全部或部分不獲接納超額供股股份申請(如有)之退款支票將於二零一四年四月三十日(星期三)或前後以普通郵遞方式寄發予申請人，郵誤風險概由彼等自行承擔。

超額供股股份

合資格股東可以額外申請之方式申請認購有關未出售之零碎配額之供股股份、暫定配發但未獲合資格股東接納或另行獲未繳股款供股股份放棄者或承讓人認購之任何供股股份，以及非合資格股東之任何未售配額有關的任何供股股份(如有)。

合資格股東可填妥特設之超額供股股份申請表格申請認購超額供股股份。董事將根據以下原則按公平公正之基準酌情分配超額供股股份：

- i 視乎該等超額供股股份可用於所有有關申請之情況下，少於一手買賣單位之供股股份申請將獲優先處理，若董事認為該等申請乃為將不足一手之零碎股權補足為一手完整買賣單位之股權而作出，除非額外供股股份總數不足以將所有零碎供股股份補足為完整買賣單位或董事認為有關申請旨在濫用此機制；及
- ii 視乎根據上文第(i)項原則分配後之超額供股股份數目，將參考合資格股東所申請之超額供股股份數目以滑準法向彼等分配超額供股股份(即申請認購較少數目供股股份之合資格股東所獲分配之超額供股股份佔其申請數目之百分比比較高；而申請認購較多數目供股股份之合資格股東所獲分配之超額供股股份佔其申請數目之百分比比較低，惟彼等將收取之供股股份數目將較申請數目較少之合資格股東為多)，董事可酌情作出調整使之為完整買賣單位。

合資格股東如欲申請認購其暫定配額以外之任何供股股份，則必須填妥並簽署隨附供股章程之超額申請表格，並於二零一四年四月二十三日(星期三)下午四時正或本公司與包銷商可能協定之較後時間及/或日期之前，連同就所申請超額供股股份須於申請時支付之股款一併交回並繳付。所有股款須以港元繳付，並以香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付，並須註明抬頭人為「**大新金融(440) - 額外供股戶口(2014)**」，並以「只准入抬頭人賬戶」方式劃線開出。

由登記擁有人或中央結算系統持有股份之實益擁有人務請注意，董事會按照本公司之股東登記冊將登記擁有人(包括香港中央結算(代理人)有限公司)視為單一股東。因此，以登記擁有人之名義登記或由中央結算系統持有股份之實益擁有人務須注意，上述分配超額供股股份之安排將不會個別適用於彼等。

零碎股份權益

本公司將不會暫定配發零碎供股股份。所有零碎供股股份將整合處理(下調至最接近之整數)。整合零碎供股股份後出現之所有未繳股款供股股份將以未繳股款形式暫定配發予包銷商或其代名人，倘若可獲得溢價(於扣除費用後)，將會代表本公司將該等供股股份在市場出售，所得收益歸本公司所有。任何未出售零碎供股股份將可供合資格股東作出額外申請。

派發本暫定配額通知書及其他供股章程文件

本暫定配額通知書只可向合資格股東寄發。

派發本暫定配額通知書及其他供股章程文件至香港以外的司法管轄區可能受法律限制。擁有本暫定配額通知書或任何其他供股章程文件的人士(包括(並不限於)代理人、保管人、代名人及受託人)須知悉並遵守任何有關限制。未能遵守該等限制可能構成違反任何有關司法管轄區的證券法例。任何股東或實益擁有人如對其狀況有任何疑問，應盡快諮詢合適之專業顧問。尤其是，除本公司與包銷商協定的若干例外情況外，本暫定配額通知書及其他供股章程文件不應於任何指明地區派發、送交或送呈。

供股章程文件將不會根據香港以外任何司法管轄區之適用證券法例註冊。

合資格股東及非合資格股東

為符合資格參與供股及接納根據暫定配額通知書所暫定配發之供股股份，股東於二零一四年四月四日(星期五)下午五時正須為本公司之登記股東，且為合資格股東。

非合資格股東之股東及股東之實益擁有人權利將根據供股章程「非合資格股東」一節處理。

有關暫定配發予非合資格股東，假設其為合資格股東時將可獲發之未繳股款供股權暫定配發予包銷商或其代名人之未繳股款供股權，如在扣除開支後可獲得溢價，則本公司將會作出安排，於未繳股款供股股份開始在聯交所買賣後但不遲於接納供股股份之最後時限，將供股股份以未繳股款方式在市場上出售。有關出售所得款項(於扣除有關開支及印花稅後)，本公司將根據彼等於二零一四年四月四日(星期五)下午五時正之持股量按比例以港元支付予相關非合資格股東。至於100港元或不足100港元之個別款項將由本公司保留。非合資格股東之任何未售配額，連同暫定配發但未獲合資格股東接納或獲未繳股款供股股份之受業讓人或承讓人認購之任何供股股份，將可供合資格股東以超額申請表格超額申請。該等安排將不適用於非合資格股東為(如屬股東)居於任何指明地區且其地址為、或(如屬實益擁有人)其持有股份權益的登記股東於記錄日期根據本公司股東名冊所示其地址為非指明地區。

收到本暫定配額通知書及／或任何其他供股章程文件並不(亦將不會)構成在呈主要約屬違法之該等司法管轄區呈主要約，在該等情況下，本暫定配額通知書及／或其他供股章程文件須視為僅供參照處理，亦不應複製或轉發。任何人(包括(並不限於)代理人、保管人、代名人及受託人)如收到本暫定配額通知書及／或任何其他供股章程文件，不應(就供股而言)將其或向或由任何指明地區派發或寄發或在、向或由任何指明地區向任何人士轉讓未繳股款供股權。倘若任何人或其代理人或代名人在任何有關地區收到暫定配額通知書或超額申請表格，其不可尋求接納暫定配額通知書或超額申請表格內所述之權利或轉讓暫定配額通知書(或根據超額申請表格申請任何超額供股股份)，除非本公司及包銷商決定，有關作為不會導致違反適用法律或規管規定，則作別論。任何人(包括(並不限於)代理人、保管人、代名人及受託人)如將本暫定配額通知書或任何其他供股章程文件在、向或由任何指明地區轉交(無論根據合約或法律責任或其他理由)，應促使收件人注意本節內容。

儘管本暫定配額通知書或任何其他供股章程文件有任何其他規定，本公司保留權利容許任何股東接納其權利，倘若本公司按其絕對酌情決定信納有關交易獲豁免遵守或不受限於引致有關限制的法例或規例。

指明地區可接納其於供股之權利之有限類別人士

不管上文「合資格股東及非合資格股東」一節如何規定，雖然英國股東或英國實益擁有人一般為非合資格股東，二零二零年金融服務及市場法(「金融服務及市場法」)第86(7)節界定之合資格投資者之少數英國股東及英國實益擁有人可接納其於供股中呈之未繳股款供股權並認購供股股份，惟彼等須符合相關之規定並獲本公司滿意。

本公司全權保留權利決定是否允許有關參股以及可參股人士之身份。

陳述及保證

倘若填妥、簽署及交回本暫定配額通知書，每名未繳股款供股權的買方或供股股份的認購人即據此向本公司及包銷商及任何其代理人作出以下陳述及保證，除非本公司及包銷商按其全權酌情決定以書面方式明確豁免有關規定：

- 彼於二零一四年四月四日(星期五)下午五時正為股東，或彼已依法或可依法從有關人士直接或間接取得未繳股款供股權；
- 彼可合法在其居住或目前所處之司法管轄區獲提呈、接納、取得、認購及收取未繳股款供股權及／或供股股份；
- 彼並非居於或處於美國，或為美國之公民；
- 彼並非按非酌情基準為給予接納指示時居於或處於美國，或為美國之公民的人接納收購或接納未繳股款供股權或供股股份之建議；
- 彼並非代位處美國之任何人士行事，除非(a)接到美國以外地區人士之購買或接納未繳股款供股權或認購或接納供股股份指示；及(b)發出該項指示之人士已確認彼(1)有權發出該項指示，及(2)(A)對該賬戶擁有投資決定權；或(B)為在規例S所界定之「離岸交易」中收購未繳股款供股權及／或供股股份之投資經理或投資公司；
- 彼正在一宗規例S所界定之「離岸交易」中取得未繳股款供股權及／或收購供股股份；
- 彼並非以規例S所界定之任何「定向銷售」方式獲提呈供股股份；
- 彼取得未繳股款供股權或收購供股股份之目的並非直接或間接向美國提呈、出售、配發、接收、行使、轉售、棄權、質押、轉讓、交付或派發未繳股款供股權或供股股份；及
- 彼知悉未繳股款供股權或供股股份均無並將不會根據美國證券法或在美國任何州、地區或領地之任何證券監管當局註冊，而未繳股款供股權及供股股份乃依據規例S僅在美國以外分發及提呈。因此，彼明白，未繳股款供股權或供股股份或不可在或向美國提呈、出售、配發、接收、行使、轉售、棄權、質押、交付、派發或以其他方式轉讓，惟依據美國證券法註冊規定之豁免或在毋須遵守美國證券法註冊規定之交易除外。

任何人士接納及／或轉讓本暫定配額通知書或要求登記暫定配額通知書內的供股股份，即已向本公司聲明及保證，除非已提供令本公司信納的證據或確認，證明該人士使用本暫定配額通知書將不會違反任何司法管轄區的任何適用法律規定，該人士：(i)並非身在任何指明地區境內接納及／或轉讓本暫定配額通知書或要求登記有關的未繳股款供股股份或供股股份；(ii)並非身在任何指明地區或作出或接納要約以認購未繳股款供股權或供股股份或該人士曾經或將以任何方式使用本暫定配額通知書乃屬違法的任何地區；(iii)於作出接納或轉讓指示時該人士並非以非全權委託形式為居於任何指明地區的人士行事；及(iv)並非為直接或間接提呈、出售、配發、接收、行使、轉售、棄權、質押、轉讓、交付或分派任何未繳股款供股權或供股股份至任何指明地區而認購該等未繳股款供股權或供股股份。

倘出現下列情況，本公司可視任何接納或聲稱接納本暫定配額通知書內的供股股份的配發或轉讓或聲稱轉讓本暫定配額通知書為無效：(a)本公司認為其為於任何指明地區簽立或寄發及接納或轉讓可能涉及違反有關指明地區之法律或接納或轉讓是可能違反任何司法管轄區的法例，或倘本公司或其代理人相信，二者可能違反任何適用法律或監管規定；(b)就交付供股股份正式股票所提供的地址位於任何指明地區而有關交付屬違法，或就交付供股股份正式股票所提供的地址位香港以外且交付該等股票乃屬違法的任何其他司法管轄區；或(c)聲稱拒絕上一段所規定的陳述及／或保證。

任何人士填妥及交回本暫定配額通知書將構成該位人士對本公司作出之一項保證及聲明，表示該位人士已遵照或將遵照有關該項申請之所有登記、法律及監管規定。

為免存疑，香港結算及香港中央結算(代理人)有限公司概不受上述任何陳述及保證所限。

一般事項

本暫定配額通知書連同(如適用)由獲發本暫定配額通知書人士所簽署之轉讓及提名表格一經交回，即確證交回之人士(一名或多名)有權處理暫定配額通知書及收取分拆之暫定配額通知書及／或供股股份之股票。如需要額外之供股章程，可於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樓)(電話號碼：(852) 2862 8647)索取。

所有文件(包括退款支票)將以平郵投遞方式寄予有關申請人或其他應得之人士，郵誤風險概由收件人自行承擔。

本暫定配額通知書及所有接納其中所載之要約均須受香港法例監管，並按其詮釋。

預期末繳股款權利將以400股之每手買賣單位進行買賣(現有股份目前以400股之每手買賣單位在聯交所進行買賣)。

除另有說明者外，本暫定配額通知書內所提及之時間均為香港時間。

倘若閣下對此供股有任何疑問，請於星期一至星期五(香港公眾假期除外)上午九時正至下午六時正辦公時間內致電股東熱線，電話號碼為(852) 2862 8647。

倘若填妥、簽署及交回本暫定配額通知書，閣下同意向本公司及／或登記處及彼等各自之顧問及代理人披露個人資料及彼等所需而有關閣下或閣下為其利益而接納暫定配發之供股股份的人士之任何資料。《個人資料(私隱)條例》給予證券持有人權利可確定本公司或登記處是否持有其個人資料，索取有關資料之副本，以及更正任何不準確之資料。根據《個人資料(私隱)條例》，本公司及登記處有權就處理任何查閱資料之要求收取合理費用。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的所有要求，應寄往本公司之註冊地址(地址為香港告士打道108號大新金融中心36樓)或根據適用法律不時通知之地點並以公司秘書為收件人，或(視屬何情況而定)登記處。

此致

列位合資格股東 台照

代表
大新金融集團有限公司
主席
王守業
謹啟

二零一四年四月七日