

**To be valid, the whole of this document must be returned.**

本文件必須整份交還，方為有效。

**IMPORTANT**

**重要提示**

Reference is made to the prospectus issued by Automated Systems Holdings Limited (the “**Company**”) dated 3rd February 2017 in relation to the Rights Issue (the “**Prospectus**”). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

茲提述自動系統集團有限公司(「**本公司**」)於二零一七年二月三日就供股刊發之供股章程(「**供股章程**」)。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。

THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EAF EXPIRES AT 4:00 P.M. ON FRIDAY, 17TH FEBRUARY 2017 (or, under bad weather conditions, such later date as mentioned in the paragraph headed “**Effect of Bad Weather**” in the enclosed sheet).

本暫定配額通知書具有價值及可轉讓，並應即時處理。本暫定配額通知書及隨附之額外申請表格所載之供股建議將於二零一七年二月十七日(星期五)下午四時正截止(或於惡劣天氣情況下，附頁「**惡劣天氣之影響**」一段所述之較後日期)。

IF YOU ARE IN ANY DOUBT ABOUT THIS PAL, OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.

閣下如對本暫定配額通知書或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this PAL, together with a copy of the other Rights Issue Documents and the written consent referred to in the paragraph headed “7. Expert” in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C 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 of Hong Kong take no responsibility as to the contents of any of these documents.

本暫定配額通知書副本連同其他供股文件之副本及供股章程附錄三「7. 專家」一段所述之同意書，已遵照香港法例第32章《公司(清盤及雜項條文)條例》第342C條之規定送呈香港公司註冊處處長登記。香港公司註冊處處長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 and HKSCC take no responsibility for the contents of this PAL, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this PAL.

香港交易及結算所有限公司、聯交所及香港結算對本暫定配額通知書之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本暫定配額通知書全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

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

本暫定配額通知書及據此提出之所有申請均須受香港法例監管並按其詮釋。



# AUTOMATED SYSTEMS HOLDINGS LIMITED

## 自動系統集團有限公司\*

(incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(stock code: 771)

(股份代號：771)

**RIGHTS ISSUE OF 175,394,450 RIGHTS SHARES OF  
PAR VALUE HK\$0.10 EACH AT HK\$1.10 PER RIGHTS SHARE  
ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY TWO EXISTING SHARES HELD  
ON THE RECORD DATE**

按每股供股股份 1.10 港元進行供股

以發行 175,394,450 股每股面值 0.10 港元之供股股份

基準為於記錄日期每持有兩股現有股份獲發一股供股股份

**PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN**

**4:00 P.M. ON FRIDAY, 17TH FEBRUARY 2017**

股款須不遲於二零一七年二月十七日(星期五)下午四時正於接納時繳足

### PROVISIONAL ALLOTMENT LETTER

#### 暫定配額通知書

*Hong Kong Branch share registrar and  
transfer office:*

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

香港股份過戶登記分處：

卓佳登捷時有限公司  
香港  
皇后大道東 183 號  
合和中心  
22 樓

*Registered office:*

註冊辦事處：  
Canon's Court  
22 Victoria Street  
Hamilton HM12  
Bermuda

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

15th Floor, Topsail Plaza  
11 On Sum Street  
Shatin  
New Territories  
Hong Kong

香港總部及主要營業地點：

香港  
新界  
沙田  
安心街 11 號  
華順廣場 15 樓

\* For identification purpose only  
僅供識別

Name(s) and address of Qualifying Shareholder(s)

合資格股東之姓名及地址

Total number of existing Shares registered in your name(s) on Friday, 27th January 2017

於二零一七年一月二十七日(星期五)登記於閣下名下之現有股份總數

BOX A  
甲欄

Number of Rights Shares allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Friday, 17th February 2017

閣下獲配發之供股股份數目，股款須不遲於二零一七年二月十七日(星期五)下午四時正於接納時繳足

BOX B  
乙欄

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

**Provisional Allotment  
Letter No.**

**暫定配額通知書編號**

Name of bank on which cheque/cashier's order is drawn:

支票 / 銀行本票的付款銀行名稱：\_\_\_\_\_

Cheque/cashier's order number:

支票 / 銀行本票號碼：\_\_\_\_\_

Please insert your contact telephone no. here:

請在此填上閣下之聯絡電話：\_\_\_\_\_

The Underwriter reserves the right to terminate the arrangements set out in the Underwriting Agreement by notice in writing given by the Underwriter 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 in the enclosed sheet under the heading "**Termination of the Underwriting Agreement**".

包銷商有權在包銷協議內所載之若干情況下，於最後終止時限前任何時間，由包銷商隨時向本公司發出書面通知終止載於包銷協議內之安排。包銷商有權終止包銷協議之情況詳情，載於附頁「**終止包銷協議**」一節內。

The Rights Issue is conditional upon, among others, the obligations of the Underwriter under the Underwriting Agreement becoming unconditional and the Underwriting Agreement not being terminated in accordance with its terms. If the Rights Issue does not become unconditional, the Rights Issue will not proceed. Any dealings in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled and the date on which the Underwriter's right of termination of the Underwriting Agreement ceases (which is currently expected to be 4:00 p.m. on Tuesday, 21st February 2017), or in the nil-paid Rights Shares 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 and may not proceed. Investors who have any doubt about their position are recommended to obtain professional advice from their advisers regarding dealings in the Shares or nil-paid Rights Shares during these periods.

供股須待(其中包括)包銷協議項下包銷商之責任成為無條件及包銷協議並無根據其條款終止時，方可作實。倘若供股並未成為無條件，則供股將不會進行。截至供股之所有條件達成當日以及包銷商終止包銷協議之權利屆滿當日(目前預期為二零一七年二月二十一日(星期二)下午四時正)止之任何股份買賣，或於以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及未必進行之風險。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。

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 the respective commencement dates of dealings in the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange or such other dates as 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，在中央結算系統記存、結算及交收。聯交所參與者間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。中央結算系統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 may be settled through CCASS and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional advisers for details of those settlement arrangements and how such arrangements may affect your rights and interests.

股份之買賣可通過中央結算系統結算。閣下應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以瞭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 THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, TRICOR TENGIS LIMITED, AT LEVEL 22, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG TOGETHER WITH A REMITTANCE, BY CHEQUE OR CASHIER'S ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR BY NO LATER THAN 4:00 P.M. ON FRIDAY, 17TH FEBRUARY 2017 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "**EFFECT OF BAD WEATHER**" IN THE ENCLOSED SHEET). 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 "**AUTOMATED SYSTEMS HOLDINGS LIMITED — PROVISIONAL ALLOTMENT ACCOUNT**" AND CROSSED "**ACCOUNT PAYEE ONLY**". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT IN THE ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

閣下如欲根據本暫定配額通知書接納全部供股股份之暫定配額，須將本暫定配額通知書整份連上文丙欄所示將由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）收取之港元全數股款（以支票或銀行本票方式），最遲於二零一七年二月十七日（星期五）下午四時正前（或於惡劣天氣情況下，附頁「**惡劣天氣之影響**」一段所述之較後日期）交回登記處，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或以香港持牌銀行發出之銀行本票支付，且須註明抬頭人為「**AUTOMATED SYSTEMS HOLDINGS LIMITED — PROVISIONAL ALLOTMENT ACCOUNT**」，並以「**只准入抬頭人賬戶**」劃線方式開出。有關轉讓及分拆之指示載於附頁。本公司將不另發股款收據。

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

接納本暫定配額通知書所載之暫定配額的每位人士均確認其已閱讀附頁及供股章程所載之條款及條件以及接納手續，並同意受其約束。

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION

每份申請須隨附一張獨立支票或銀行本票

**NO RECEIPT WILL BE GIVEN FOR REMITTANCE**

本公司將不另發股款收據

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

如轉讓可認購供股股份之權利，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認購供股股份權益之前，須出示已繳付從價印花稅之證明。

**Form B**

**FORM OF TRANSFER AND NOMINATION**

表格乙

**轉讓及提名表格**

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares comprised herein)

(只供擬轉讓其／彼等載於本表格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

**Automated Systems Holdings Limited**

致：自動系統集團有限公司\*

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 PAL 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／吾等之全部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 Shareholders must sign)

簽署(所有聯名股東均須簽署)

Date: \_\_\_\_\_ 2017

日期：二零一七年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

Hong Kong stamp duty is payable in connection with the transfer of rights to subscribe for the Rights Shares.

須就轉讓認購供股股份的權利繳付香港印花稅。

\* For identification purposes only  
僅供識別

(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  
**Automated Systems Holdings Limited**

致： **自動系統集團有限公司\***  
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 PAL and the Prospectus and subject to the memorandum of association 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，以及在貴公司之組織章程大綱及細則規限下，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	
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之申請人之地址。				
Name in English 英文姓名	Family name (姓氏)	Other names (名字)	Name in Chinese 中文姓名	
Names of joint applicant(s) in English (if applicable) 聯名申請人英文姓名 (如適用)				
Address in English (joint applicants shall give the address of the first-named applicant only) 英文地址(聯名申請人只須填報排名首位之申請人之地址)				
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 no. 銀行賬戶號碼	
		BANK 銀行	BRANCH 分行	ACCOUNT 賬戶
		Bank account type 銀行賬戶類型		

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: \_\_\_\_\_ 2017 日期：二零一七年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

Hong Kong stamp duty is payable in connection with the transfer of rights to subscribe for the Rights Shares.  
須就轉讓認繳供股股份的權利繳付香港印花稅。

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。

\* For identification purpose only  
僅供識別





# AUTOMATED SYSTEMS HOLDINGS LIMITED

(incorporated in Bermuda with limited liability)

(stock code: 771)

3rd February 2017

Dear Qualifying Shareholder(s),

## INTRODUCTION

Reference is made to the prospectus of Automated Systems Holdings Limited dated 3rd February 2017 (the "**Prospectus**") in relation to the Rights Issue. Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires. In accordance with the terms set out in the Prospectus, the Directors have provisionally allotted to you a number of Rights Shares on the basis of one (1) Rights Share for every two (2) existing Shares held and registered in your name(s) as at the Record Date (i.e. Friday, 27th January 2017) at a subscription price of HK\$1.10 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A in Form A and the number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

## RIGHTS SHARES

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

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

## PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of this PAL in accordance with the instructions printed herein intact with the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong together with a remittance in Hong Kong dollars for the full amount payable on acceptance, as set out in Box C in Form A, so as to be received by no later than 4:00 p.m. on Friday, 17th February 2017 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "**Effect of Bad Weather**" below). All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**Automated Systems Holdings Limited – Provisional Allotment Account**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the memorandum of association and the bye-laws of the Company. No receipt will be given for such remittances.

It should be noted that unless this PAL (duly completed), together with the appropriate remittance for the amount shown in Box C in Form A, has been received as described above by 4:00 p.m. on Friday, 17th February 2017 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "**Effect of Bad Weather**" below) whether by the original allottee or any person to whom the rights have been validly transferred, the provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled. The Company may, at its absolute discretion, treat a PAL as valid and binding on the person(s) by whom and on whose behalf is lodged even if the PAL is not completed in accordance with the relevant instructions.

## SPLITTING

If you wish to accept only part of your provisional allotment and/or to transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, or to transfer your rights to more than one person, the original PAL must be surrendered to and lodged for cancellation by no later than 4:30 p.m. on Thursday, 9th February 2017 to the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at Tricor Tengis Limited after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

## 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 PAL to the person(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C in Form A with the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong so as to be received by no later than 4:00 p.m. on Friday, 17th February 2017 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "**Effect of Bad Weather**" below).

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.

## TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter reserves the right to terminate the arrangements set out in the Underwriting Agreement by notice in writing given by the Underwriter to the Company at any time prior to the Latest Time For Termination, if:

- (a) the occurrence of the following events would, in the reasonable opinion of the Underwriter materially and adversely affect the business, financial or trading position or prospects of the Group as a whole or otherwise makes it inexpedient or inadvisable for the Company or the Underwriter to proceed with the Rights Issue;
  - (i) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof);
  - (ii) the occurrence of any local, national or international events or changes (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic, currency or other nature (whether or not sui generis with any of the foregoing or in the nature of any local, national or international outbreaks or escalation of hostilities or armed conflict affecting local securities market); or
  - (iii) any material adverse change in market conditions or combination of circumstances in Hong Kong (including without limitation to suspension or material restriction of trading in securities on the Stock Exchange);
- (b) the Company commits any breach of or omits to observe any of the material obligations or undertakings expressed to be assumed by it under the Underwriting Agreement;
- (c) the Underwriter shall receive notification, or shall otherwise become aware of, the fact that any of the representations or warranties by the Company in the Underwriting Agreement was, when given, or would be (when repeated), untrue or inaccurate; or
- (d) the Company shall, after any Specified Event has occurred or come to the attention of the Underwriter, fail promptly to send out any announcement or circular (after the despatch of the Rights Issue Documents), in such manner (and as appropriate with such contents) as the Underwriter may request for the purpose of preventing the creation of a false market in the securities of the Company.

Upon the giving of notice of termination pursuant to the Underwriting Agreement, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine and no party shall have any claim against any other parties in respect of any matter or thing arising out of or in connection with the Underwriting Agreement, save for any fees and expenses (other than the underwriting commission) and indemnities as payable by the Company to the Underwriter under the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.

If the Underwriter terminates the Underwriting Agreement, the Rights Issue will not proceed.

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement or if any of the conditions of the Rights Issue as set out in the paragraph headed "Rights Issue — Conditions of the Rights Issue" in the section headed "Letter from The Board" in the Prospectus is not fulfilled or waived by the Underwriter by the Latest Time for Termination (unless specified in the relevant condition) (or such later date or date as may be agreed between the Company and the Underwriter), the monies received in respect of acceptances of the Rights Shares will be returned to you or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in the case of joint acceptances, to the first-named person without interest, by means of cheques despatched by ordinary post at your own risk to your respective registered addresses by the Registrar on or before Monday, 27th February 2017.

#### **CHEQUES AND CASHIER'S ORDERS**

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Without prejudice to the other rights of the Company in respect hereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque and/or cashier's order is dishonoured upon first presentation, and, in such event, the provisional allotment 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 the Rights Shares, and underpaid application will be rejected. In the event of overpaid application, a refund cheque will be made out to you only if the overpaid amount is HK\$100 or above. Completion and return of this PAL together with a cheque or cashier's order in payment for the Rights Shares, whether by a Qualifying Shareholder or by any nominated transferee, will constitute a warranty by you that the cheque or cashier's order will be honoured on first presentation.

#### **SHARE CERTIFICATES**

It is expected that certificates for the fully-paid Rights Shares will be despatched to you by the Registrar by ordinary post at your own risk on or before Monday, 27th February 2017. You, except HKSCC Nominees Limited, will receive one share certificate for all the fully-paid Rights Shares issued to you.

#### **EXCESS RIGHTS SHARES**

The Qualifying Shareholders may apply, by way of excess application, for any Rights Shares provisionally allotted but not accepted by Qualifying Shareholders and any unsold Rights Shares arising from the aggregation of fractional entitlement.

Application for excess Rights Shares may be made by completing a prescribed EAF. The Directors will allocate the excess Rights Shares at their discretion on a pro rata basis in proportion to the number of excess Rights Shares being applied for under each application. No reference will be made to the Rights Shares subscribed through applications by the PAL(s) or the existing number of Shares held by the Qualifying Shareholders. No preference will be made to topping up odd lots to whole board lots. It should be noted that the lodging of the EAF does not assure the Qualifying Shareholder of being allocated any Rights Shares in excess of those of his/her/its provisional allotments.

If a Qualifying Shareholder wishes to apply for any Rights Shares in addition to his/her/its provisional allotment, he/she/it must complete and sign an EAF enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable in respect of the excess Rights Shares applied for, with the Registrar by 4:00 p.m. on Friday, 17th February 2017 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "**Effect of Bad Weather**" below). All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**Automated Systems Holdings Limited — Excess Application Account**" and crossed "**Account Payee Only**".

#### **FRACTIONAL ENTITLEMENTS**

The Company will not provisionally allot fractions of Rights Shares in nil-paid form. All fractions of Rights Shares will be aggregated and all nil-paid Rights Shares arising from such aggregation will be sold in the market if a premium (net of expenses) can be achieved, and the Company will keep the net proceeds for its own benefit. Any unsold fractions of Rights Shares will be made available for excess application. No odd lot matching services will be provided for the Rights Issue.

#### **DISTRIBUTION OF THIS PAL AND OTHER RIGHTS ISSUE DOCUMENTS**

The PAL shall only be sent to Qualifying Shareholders.

The Rights Issue Documents have not been and will not be registered or filed under any applicable securities legislation of any territory or jurisdiction outside Hong Kong.

No action has been taken to permit the offering of the Rights Shares, or the distribution of any of the Rights Issue Documents, in any territory or jurisdiction outside Hong Kong. Accordingly, no person receiving a copy of any of the Rights Issue Documents in any territory or 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 thereof.

It is the responsibility of any person (including but without limitation to nominee, agent and trustee) receiving a copy of any of the Rights Issue Documents outside Hong Kong (including the ultimate beneficial owner(s) of the Qualifying Shareholder) and wishing to take up the Rights Shares or make an application for the Rights Shares to satisfy himself/herself/itself/themselves as to the full observance of the laws and regulations of all relevant jurisdictions including 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. By completing, signing and submitting this PAL, each subscriber of the Rights Shares will be deemed to have given a warranty to the Company that these local laws and requirements have been complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited has given and subject to any of the above representations and warranties. If you are in any doubt as to your position, you should consult your professional advisers.

#### **EFFECT OF BAD WEATHER**

If there is a 'black' rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong on Friday, 17th February 2017, being the date of the Latest Time for Acceptance:

- (i) at any local time before 12:00 noon and no longer in force after 12:00 noon, the Latest Time for Acceptance will be postponed to 5:00 p.m. on the same Business Day; or
- (ii) at any local time between 12:00 noon and 4:00 p.m., the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force in Hong Kong at any time between 9:00 a.m. and 4:00 p.m..

#### **GENERAL**

Lodgment of this PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it 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 letters of allotment and/or share certificates.

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides the holders of securities with rights to ascertain whether the Company or the Registrar holds their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to (i) the Company, at its head office and principal place of business in Hong Kong at 15th Floor, Topsail Plaza, 11 On Sum Street, Shatin, New Territories, Hong Kong as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company; or (ii) (as the case may be) the Registrar at its address set out above.

Yours faithfully,  
For and on behalf of  
**Automated Systems Holdings Limited**  
**Wang Yueou**  
*Executive Director and Chief Executive Officer*



# AUTOMATED SYSTEMS HOLDINGS LIMITED

## 自動系統集團有限公司\*

(於百慕達註冊成立之有限公司)

(股份代號：771)

敬啟者：

### 緒言

茲提述自動系統集團有限公司日期為二零一七年二月三日有關供股之章程(「**供股章程**」)。除文義另有所指外，供股章程所界定之詞彙於本通知書內具有相同涵義。根據供股章程所載之條款，董事已按每股供股股份1.10港元之認購價向閣下暫定配發若干數目之供股股份，基準為於記錄日期(即二零一七年一月二十七日(星期五))每持有兩(2)股以閣下名義登記之現有股份獲配一(1)股供股股份。閣下於記錄日期持有之股份數目載於表格甲甲欄，而閣下獲暫定配發之供股股份數目載於表格甲乙欄。

### 供股股份

供股股份於配發、發行及繳足時將與按繳足股款形式配發供股股份當日之當時現有已發行股份享有同等權益。有關供股股份之持有人將有權收取配發及發行供股股份日期後所宣派之所有日後股息及分派。

於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，自未繳股款及繳足股款供股股份開始買賣之日或香港結算可能釐定之有關其他日期起，可在中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易，須於其後第二個交收日於中央結算系統內交收。在中央結算系統內進行之一切活動均須根據不時有效之中央結算系統一般規則及中央結算系統運作程序規則進行。

### 接納手續

閣下如欲悉數接納暫定配額，須於二零一七年二月十七日(星期五)下午四時正前(或於惡劣天氣情況下，下文「**惡劣天氣之影響**」一段所述之較後日期)，按本通知書所列印之指示將本暫定配額通知書整份連同表格甲丙欄所示接納時應繳付之全部港元股款，送交登記處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款須以港元支票或銀行本票繳付。支票必須由香港持牌銀行之銀行戶口開出，而銀行本票則須由香港持牌銀行發出，註明抬頭人為「Automated Systems Holdings Limited — Provisional Allotment Account」，並以「**只准入抬頭人賬戶**」劃線方式開出。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公司細則之規限下，接納供股股份暫定配額。概不會就有關股款發出收據。

敬請注意，除非如上文所述於二零一七年二月十七日(星期五)下午四時正前(或於惡劣天氣情況下，下文「**惡劣天氣之影響**」一段所述之較後日期)接獲原承配人或有效承讓有關權利之人士交回本暫定配額通知書(已填妥)連同表格甲丙欄所示之適當股款，否則本通知書下之暫定配額及一切有關權利將視為已遭拒絕而將予以註銷。本公司可全權酌情視一份暫定配額通知書為有效，並對所提交或被代為提交之人士具有約束力，即使該暫定配額通知書並未根據有關指示填妥。

### 分拆

閣下如僅欲接納部份暫定配額及/或轉讓閣下認購根據本通知書獲暫定配發予閣下之供股股份之部份權利，或將閣下之權利轉讓予超過一名人士，則最遲須於二零一七年二月九日(星期四)下午四時三十分前將原有暫定配額通知書交回及呈交登記處卓佳登捷時有限公司以供註銷，地址為香港皇后大道東183號合和中心22樓，以便登記處註銷原有暫定配額通知書，並按所需數額發出新暫定配額通知書。新暫定配額通知書可於閣下交回原有暫定配額通知書後第二個營業日上午九時正後在卓佳登捷時有限公司領取。

### 轉讓

閣下如欲轉讓閣下認購根據本通知書獲暫定配發予閣下之供股股份之全部權利，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權利之人士或經手轉讓權利之人士。其後，承讓人須填妥及簽署登記申請表格(表格丙)，並最遲於二零一七年二月十七日(星期五)下午四時正前(或於惡劣天氣情況下，下文「**惡劣天氣之影響**」一段所述之較後日期)將本暫定配額通知書整份連同表格甲丙欄所示接納時應繳付之全部股款送交登記處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。

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。

### 終止包銷協議

包銷商保留權利於最後終止時間前隨時向本公司發出書面通知終止包銷協議所載安排，倘：

- (a) 發生以下事項，令包銷商合理認為可能對本集團整體業務、財務或經營狀況或前景構成重大不利影響；或令本公司或包銷商進行供股變得不宜或不明智：
  - (i) 頒佈任何新法例或法規或現行法例或法規(或其司法詮釋)出現任何改動；
  - (ii) 任何本地、國家或國際發生政治、軍事、財政、經濟、貨幣或其他性質(不論是否有別於上述任何情況或性質屬本地、國家或國際間爆發敵對或衝突升級或武裝衝突足以影響本地證券市場)之事件或變動(不論屬於包銷協議日期之前及/或之後發生或持續發生之一連串事件或變動一部分與否)；或
  - (iii) 香港之市況出現任何重大不利變動或同時出現各種情況(包括但不限於暫停於聯交所買賣證券或就買賣證券施加重大限制)；
- (b) 本公司作出任何違反或忽略其根據包銷協議明文規定其須承擔之任何重大責任或承諾；
- (c) 包銷商接獲通知，或以其他方式得知包銷協議內所載之任何本公司之聲明或保證於發出時，為或(於重新作出時)將為失實或不準確；或
- (d) 當出現或包銷商得悉任何特定事件後，本公司未能及時按包銷商可能要求之方式(及有關內容(如適用))刊發任何公告或通函(於寄發供股文件後)，以防止本公司證券出現虛假市場。

於根據包銷協議發出終止通知後，包銷商於包銷協議項下的一切責任即告終止，任何一方一概不得就包銷協議所產生或與包銷協議有關的任何事項或事宜向另一方提出任何申索，惟本公司仍有責任向包銷商支付包銷協議項下之任何費用及支出(包銷佣金除外)以及賠償。倘包銷商行使有關權利，則供股將不會進行。

倘包銷商終止包銷協議，供股將不會進行。

倘包銷商行使權利終止或撤銷包銷協議或倘供股章程「董事會函件」一節「供股一供股之條件」一段所載之供股條件未能於最後終止時間(除非在相關條件中指定)(或較後日期或本公司與包銷商協定之日期)達成,則登記處將就接納供股股份所收取之款項於二零一七年二月二十七日(星期一)或之前不計利息以支票方式退還予閣下或已獲有效轉讓未繳股款供股股份之其他人士(或倘為聯名接納人,則為名列首位之人士),並以平郵方式寄往閣下各自之登記地址,郵誤風險概由閣下自行承擔。

## 支票及銀行本票

所有支票及銀行本票將於收到後隨即兌現,而有關股款所賺取之全部利息(如有)將撥歸本公司所有。在不影響本公司與此有關之其他權利之情況下,本公司保留權利拒絕受理任何隨附支票及/或銀行本票於首次過戶時未能兌現的有關暫定配額通知書,而在此情況下,有關暫定配額及一切有關權利將被視作已遭拒絕而將予以註銷。閣下須於申請認購供股股份時支付應付準確金額,支付金額不足的申請會遭拒絕受理。在多繳申請金額的情況下,只有多繳申請金額等於100港元或以上才會獲得退款支票。填妥本暫定配額通知書並連同繳付供股股份之股款支票或銀行本票一併交回(不論由合資格股東或任何指定承讓人交回),即表示閣下保證支票或銀行本票可於首次過戶時兌現。

## 股票

預期登記處將於二零一七年二月二十七日(星期一)或之前以平郵將繳足股款供股股份之股票寄予閣下,郵誤風險概由閣下自行承擔。閣下將就所有獲發之繳足股款供股股份收取一張股票,惟香港中央結算(代理人)有限公司除外。

## 額外供股股份

合資格股東可以額外申請之方式申請認購暫定配發但未獲合資格股東接納之任何供股股份,以及因整合零碎配額產生之未出售供股股份。

合資格股東可填妥特設之額外申請表格申請認購額外供股股份。董事將酌情根據所申請額外供股股份數目按比例分配額外供股股份。並不會參考以暫定配額通知書申請之供股股份或合資格股東所持有之現有股份。不足一手股份之碎股補足為一手完整買賣單位將不獲優先處理。應注意,交回額外申請表格並不保證合資格股東將獲配發超出其暫定配額之任何供股股份。

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額外申請表格,並於二零一七年二月十七日(星期五)下午四時正前(或於惡劣天氣情況下,下文「**惡劣天氣之影響**」一段所述之較後日期),連同就所申請額外供股股份應付之獨立股款一併交回登記處。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,並均須註明抬頭人為「**Automated Systems Holdings Limited — Excess Application Account**」,並以「**只准入抬頭人賬戶**」方式劃線開出。

## 零碎股份權益

本公司將不會以未繳股款方式暫定配發零碎供股股份。所有零碎供股股份將整合處理,而倘若可達致溢價(於扣除費用後),則整合後出現之所有未繳股款供股股份將會在市場出售,所得收益淨額將歸本公司所有。任何未出售之零碎供股股份將提供予額外申請。本公司概不會提供零碎供股股份對盤服務。

## 派發本暫定配額通知書及其他供股文件

暫定配額通知書只可向合資格股東寄發。

供股文件並無且將不會根據香港境外任何地區或司法權區之任何適用證券法例進行登記或存檔。

本公司並無採取任何行動,以批准在香港以外任何地區或司法權區呈發售供股股份或派發任何供股文件。因此,任何人士如在香港以外任何地區接獲任何供股文件副本,除非在相關司法權區可合法提呈有關要約或邀請而毋須遵守其任何登記或其他法律或監管規定,否則不可視作提呈申請供股股份之要約或邀請。

任何人士(包括但不限於代名人、代理人及受託人)於香港境外地區收到任何供股文件之副本(包括合資格股東之最終利益擁有者)及有意認購供股股份或申請供股股份,必須確保其本身全面遵守有關司法權區之法律及規例,包括取得任何政府或其他方面同意,以遵守任何在該地區或司法權區的規定及繳付任何在有關該地區或司法權區的稅項、徵費及其他應繳付費用。填妥、簽署及交回本暫定配額通知書後,供股股份之每名認購人將被視為已向本公司保證,彼等已遵守該等當地法律及規定。為免生疑問,香港結算及香港中央結算(代理人)有限公司概無提供及不受限於上述任何聲明及保證。倘閣下對本身之情況有任何疑問,應諮詢閣下之專業顧問。

## 惡劣天氣之影響

倘於二零一七年二月十七日(星期五)(即最後接納時限當日)「黑色」暴雨警告或8號或以上熱帶氣旋警告訊號在香港生效,則:

- 於本地時間中午十二時正前之任何時間在香港生效,並於當日中午十二時正後解除,最後接納時限將延長至同一營業日之下午五時正;或
- 於本地時間中午十二時正至下午四時正期間之任何時間在香港生效,最後接納時限將延長至下一個營業日(於上午九時正至下午四時正期間之任何時間並無該等警告生效之日)之下午四時正。

## 一般事項

遞交本暫定配額通知書及(在有關情況下)擬由獲發人士簽署之轉讓及提名表格,將為最終擁有權證明,顯示遞交有關文件之人士有權處理有關文件及接收分配配額函件及/或股票。

填妥、簽署及交回本暫定配額通知書隨附之表格,即表示閣下同意向本公司、登記處及/或其各自之顧問及代理披露個人資料及其所需有關閣下或其利益而接納暫定配發供股股份之人士之任何資料。香港法例第486章《個人資料(私隱)條例》賦予證券持有人權利,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及更正任何不準確資料。根據香港法例第486章《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要求而收取合理費用。有關查閱資料或更正資料或查閱有關政策及慣例以及持有資料種類訊息之所有要求,應寄往(i)本公司之香港總部及主要營業地點(地址為香港新界沙田安心街11號華順廣場15樓)或根據適用法例不時通知之地址,並以本公司之公司秘書為收件人;或(ii)(視情況而定)寄往登記處(地址見上文)。

此致  
列位合資格股東 台照

代表  
自動系統集團有限公司  
王粵鵬  
執行董事及行政總裁  
謹啟

二零一七年二月三日