

IMPORTANT
重要提示

THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS LETTER AND THE EXCESS APPLICATION FORM (“EAF”) EXPIRES AT 4:00 P.M. ON MONDAY, 26 SEPTEMBER 2016.

IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE.

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and 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.

Terms defined in the prospectus of Universe International Financial Holdings Limited (the “Company”) dated 9 September 2016 (the “Prospectus”) have the same meanings herein, unless the context requires otherwise.

Dealings in the Shares and the Rights Shares in their nil-paid and fully-paid forms may be settled through CCASS operated by HKSCC and you should consult a licensed securities dealer, 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.

Subject to the granting of the approval for 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 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 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.

A copy of each of this PAL, the Prospectus and the EAF, together with the written consent referred to in the paragraph headed “Qualification of expert, consent and its interest in assets” in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong as required by 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.

If you wish to exercise your right to subscribe for all the Rights Shares specified in this PAL, you should lodge this PAL in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Company’s branch share registrar in Hong Kong, Tricor Abacus Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong by no later than 4:00 p.m. on Monday, 26 September 2016. 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 “Universe International Financial Holdings Limited – Provisional Allotment Account” and crossed “Account Payee Only”.

本暫定配額通知書（「暫定配額通知書」）具有價值及可轉讓，務請閣下即時處理。本通知書及額外申請表格（「額外申請表格」）所載要約於二零一六年九月二十六日（星期一）下午四時正截止。

閣下如對本文件之任何內容或應採取之行動有任何疑問，應尋求獨立專業意見。

香港交易及結算所有限公司、聯交所及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，並明確表示概不會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。

除文義另有所指外，寰宇國際金融控股有限公司（「本公司」）日期為二零一六年九月九日之章程（「章程」）所界定之詞彙在本文件內具相同涵義。

股份及供股股份（以未繳股款及繳足股款形式）之買賣可以透過由香港結算運作之中央結算系統進行交收，閣下應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問有關交收安排之詳情，以及該等安排對閣下所享有權利與權益可能構成之影響。

待未繳股款及繳足股款形式之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，可由未繳股款及繳足股款供股股份分別開始於聯交所買賣日期或由香港結算釐定之其他日期起，於中央結算系統寄存、結算及交收。聯交所參與者於任何交易日之交易須於其後第二個交收日在中央結算系統內交收。所有中央結算系統活動均須遵守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。

本暫定配額通知書、章程及額外申請表格，連同章程附錄三「專家資格、同意書及其於資產之權益」一段所述之同意書，已根據香港法例第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及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。

倘閣下擬行使閣下之權利認購本暫定配額通知書指定之所有供股股份，則閣下必須最遲於二零一六年九月二十六日（星期一）下午四時正前按照本文件印列之指示將本暫定配額通知書連同須於接納時繳足之股款送交本公司之香港股份過戶登記分處卓佳雅柏勤有限公司，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「Universe International Financial Holdings Limited – Provisional Allotment Account」，並以「只准入抬頭人賬戶」劃線方式開出。



寰宇

UNIVERSE INTERNATIONAL FINANCIAL HOLDINGS LIMITED
寰宇國際金融控股有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 1046)

(股份代號：1046)

**RIGHTS ISSUE ON THE BASIS OF TWO (2) RIGHTS SHARES
FOR EVERY ONE (1) EXISTING SHARE HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$0.60 PER RIGHTS SHARE
PAYABLE IN FULL UPON ACCEPTANCE
BY NO LATER THAN 4:00 P.M. ON MONDAY, 26 SEPTEMBER 2016**

按於記錄日期每持有一(1)股現有股份可獲發兩(2)股供股股份之基準以每股供股
股份0.60港元的認購價格進行供股
股款須於接納時(不遲於二零一六年九月二十六日(星期一)下午四時正)繳足

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Branch share registrar in Hong Kong:

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

香港股份過戶登記分處:

卓佳雅柏勤有限公司
香港
皇后大道東183號
合和中心22樓

Registered Office of the Company:

本公司註冊辦事處：
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

*Head Office and Principal Place of
Business in Hong Kong:*

18th Floor
Wyler Centre Phase II
192-200 Tai Lin Pai Road
Kwai Chung
New Territories
Hong Kong

總辦事處及香港主要營業地點:

香港
新界
葵涌
大連排道192至200號
偉倫中心第二期
18樓

9 September 2016

二零一六年九月九日

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

Total number of Shares registered in your
name(s) on Thursday, 8 September 2016
二零一六年九月八日(星期四)以閣下名
義登記之股份總數

BOX A
甲欄

Number of Rights Shares provisionally
allotted to you subject to payment in full on
acceptance by no later than 4:00 p.m. on
Monday, 26 September 2016

暫定配發予閣下之供股股份數目，惟最遲
須於二零一六年九月二十六日(星期一)下
午四時正前接納時繳足股款方可作實

BOX B
乙欄

Total subscription monies payable
應繳認購款項總額

BOX C
丙欄
HK\$
港元

Contact Telephone Number:

聯絡電話號碼：_____

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

To accept this provisional allotment in full, you must lodge the whole of this document intact in accordance with the instructing provided herein with the Company's branch share registrar in Hong Kong, Tricor Abacus 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 so as to be received by no later than 4:00 p.m. on Monday, 26 September 2016. 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 "Universe International Financial Holdings Limited – Provisional Allotment Account" and crossed "Account Payee Only". Instructions on transfer and splitting are set out overleaf. No receipt will be given for such remittance.

Dealings in the Rights Shares in the nil-paid form will take place from 9:00 a.m. on Tuesday, 13 September 2016 to 4:00 p.m. on Wednesday, 21 September 2016 (both days inclusive). Such dealings will take place during a period when certain conditions to which the Rights Issue is subject to remain unfulfilled. Any Shareholder or other person contemplating buying or selling Shares during the period from now up to the date on which all the conditions of the Rights Issue are fulfilled (which is expected to be Thursday, 29 September 2016), or Rights Shares in their nil-paid form from 9:00 a.m. on Tuesday, 13 September 2016 to 4:00 p.m. on Wednesday, 21 September 2016 (both days inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating buying or selling 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 Underwriter may terminate the Underwriting Agreement by notice in writing on or before 4:00 p.m. on Thursday, 29 September 2016 if prior to the Latest Time for Termination:

- (1) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
- (a) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the reasonable opinion of the Underwriter, materially and adversely affect the business or the financial or trading position of the Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (b) the occurrence of 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 other nature (whether or not ejusdem generic with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position of the Group as a whole; or
 - (c) any material adverse change in the business or in the financial or trading position of the Group as a whole; or
 - (d) the imposition of any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange due to exceptional financial circumstances or otherwise; or
 - (e) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than 20 consecutive business days, excluding any suspension in connection with the clearance of the Announcement or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or

- (2) any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, and a change in currency conditions for the purpose of the Underwriting Agreement includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the reasonable opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (3) the Prospectus in connection with the Rights Issue when published contain information (either as to the condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the reasonable opinion of the Underwriter is material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to apply for its provisional allotment of Rights Shares under the Rights Issue.

Pursuant to the Underwriting Agreement, the Underwriter is also entitled by notice in writing to the Company served prior to the Latest Time for Termination to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (1) any material breach of any of the warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (2) any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which if it had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the representations, warranties and undertakings given by the Company contained in the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriter.

If prior to the Latest Time for Termination any such notice as is referred to above is given by the Underwriter, the obligations of all parties under the Underwriting Agreement save in respect of any rights and obligations which may accrue under the Underwriting Agreement prior to such termination) shall terminate forthwith. In the event the Underwriter exercises its right to terminate or rescind the Underwriting Agreement as described above, the Rights Issue will not proceed.

閣下如欲接納全部暫定配額，須按本文件所提供之指示將本文件整份連同丙欄所示接納時應繳付之全部港元股款，在不遲於二零一六年九月二十六日（星期一）下午四時正交回本公司之香港股份過戶登記分處卓佳雅柏勤有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款均須以港元支票或銀行本票繳付。支票必須由香港持牌銀行戶口開出，而銀行本票則須由香港銀行發出，註明抬頭人為「Universe International Financial Holdings Limited – Provisional Allotment Account」，並以「只准入抬頭人賬戶」劃線方式開出。轉讓及分拆手續載於後頁。概不會就有關股款發出收據。

未繳股款供股股份將於二零一六年九月十三日（星期二）上午九時正至二零一六年九月二十一日（星期三）下午四時正（包括首尾兩日）期間買賣。有關買賣將於供股條件尚待達成期間進行。擬於即日起至供股條件獲全面達成當日（預期為二零一六年九月二十九日（星期四））止期間買賣股份或於二零一六年九月十三日（星期二）上午九時正至二零一六年九月二十一日（星期三）下午四時正（包括首尾兩日）期間買賣未繳股款供股股份之任何股東或其他人士，將因此承擔供股未必能成為無條件或不一定進行之風險。任何擬買賣股份或未繳股款供股股份之股東或其他人士如對本身狀況有任何疑問，應諮詢彼／彼等之專業顧問。

倘於最後終止時限前出現下列情況，則包銷商可於二零一六年九月二十九日（星期四）下午四時正或之前透過發出書面通告終止包銷協議：

- (1) 包銷商合理認為供股之順利進行將因下列事件而受到重大不利影響：
 - (a) 頒佈任何新法規或現有法律或法規（或其司法詮釋）出現任何變動或發生任何其他有關事件（不論其性質如何），而包銷商合理認為會對本集團整體之業務或財務或貿易狀況構成重大不利影響，或對供股構成重大不利影響；或
 - (b) 發生有關政治、軍事、金融、經濟或其他性質（不論是否與前述任何一項同類）之任何本地、國家或國際事件或變動（不論是否構成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之一部份），或任何本地、國家或國際爆發敵對行為或武裝衝突或該等行為或衝突升級，或可影響本地證券市場之事件，而包銷商合理認為，對本集團之整體業務或財務或貿易狀況造成重大不利影響；或
 - (c) 本集團之整體業務或財務或貿易狀況出現任何重大不利變動；或
 - (d) 由於特殊金融情況或其他原因而導致對聯交所之股份買賣實施任何凍結、暫停或重大限制；或
 - (e) 聯交所全面暫停證券買賣或本公司證券於聯交所之買賣暫停連續20個營業日以上，惟不包括任何有關發佈該公佈或章程文件或其他有關供股的公佈或通函的暫停買賣；或
- (2) 市況出現任何重大不利變動（包括但不限於財政或貨幣政策或外匯或貨幣市場之變動，暫停或限制買賣證券，及就包銷協議而言，貨幣狀況變動包括香港貨幣之價值與美利堅合眾國貨幣掛鈎之制度之變動），而包銷商合理認為，進行供股乃屬不宜或不智；或
- (3) 有關供股的章程於刊發時所包含之資料（無論關於本集團之狀況，或關於其遵守任何法例或上市規則或任何適用之規例）於包銷協議日期前未獲本公司公開公佈或刊發，而包銷商合理認為上述資料對本集團整體屬重大或可能對供股之成功進行有重大不利影響或導致謹慎投資者不申請其於供股下之供股股份暫定配額。

根據包銷協議，倘於最後終止時限前出現下列情況，包銷商亦有權於最後終止時限前透過向本公司發出書面通知撤銷包銷協議：

- (1) 包銷商獲悉包銷協議所載任何保證或承諾遭任何嚴重違反；或
- (2) 包銷商獲悉於包銷協議日期或之後及於最後終止時限前任何發生之事件或出現之事宜，而倘該事件或事宜於包銷協議日期前發生或出現，會導致包銷協議所載之本公司任何聲明、保證及承諾在任何重大方面屬失實或不正確。

倘包銷商於最後終止時限前發出上述任何有關通知，包銷協議項下各方之義務（惟於有關終止前根據包銷協議可能產生之任何權利及義務除外）將隨即終止。倘包銷商行使其權利終止或撤銷上述包銷協議，則供股將不會進行。

NO RECEIPT WILL BE GIVEN.

本公司將不另發股款收據。



寰宇

UNIVERSE INTERNATIONAL FINANCIAL HOLDINGS LIMITED

寰宇國際金融控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 1046)

9 September 2016

Dear Qualifying Shareholder(s),

In accordance with the terms set out in the prospectus dated 9 September 2016 (the “**Prospectus**”) dispatched to shareholders of Universe International Financial Holdings Limited (the “**Company**”), a copy of which is enclosed, the directors of the Company have provisionally allotted to you a number of rights shares of the Company (the “**Rights Shares**”) on the basis of two (2) Rights Shares for every one (1) share of the Company (the “**Share(s)**”) held and registered in your name(s) as at Thursday, 8 September 2016 at a subscription price of HK\$0.60 per Rights Share. Your holding of Shares as at Thursday, 8 September 2016 is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings herein unless the context requires otherwise.

No action has been taken to obtain permission of the offering of the Rights Shares or the distribution of the Prospectus Documents in any jurisdiction other than Hong Kong. Accordingly no person receiving a copy of the Prospectus or a PAL or EAF in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares unless in the relevant jurisdictions, such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of anyone outside Hong Kong wishing to make on his/her/its/their behalf an application for the Rights Shares to satisfy himself/herself/itself/themselves as to the observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such jurisdiction in connection therewith. The Company reserves the right to refuse to accept any application for Rights Shares where it believes in doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

Completion and return of the PAL will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties.

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

PROCEDURE 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 Company's branch share registrar in Hong Kong, Tricor Abacus 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, so as to be received by no later than 4:00 p.m. on Monday, 26 September 2016. 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 “Universe International Financial 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 bye-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Company's branch share registrar in Hong Kong at the above address.

It should be noted that unless this PAL, 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 Monday, 26 September 2016 whether by the original allottee or any person to whom the nil paid Rights Shares have been validly transferred, this provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to treat but may at its absolute discretion treat a provisional allotment letter as valid and binding on the person(s) by whom and on whose behalf is lodged even if the provisional allotment letter is not completed in accordance with the relevant instructions.

EXCESS RIGHTS SHARES

If you are a Qualifying Shareholder and you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying EAF as indicated therein 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 Company's branch share registrar in Hong Kong, Tricor Abacus 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 Monday, 26 September 2016. 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 “Universe International Financial Holdings Limited – Excess Application Account” and crossed “Account Payee Only”.

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 with the Company's branch share registrar in Hong Kong, Tricor Abacus 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 Monday, 26 September 2016. 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.

SPLITTING

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Thursday, 15 September 2016 with the Company's branch share registrar in Hong Kong, Tricor Abacus 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 Abacus Limited after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the existing Shares have been dealt in on an ex-rights basis as from Wednesday, 31 August 2016 and that the Rights Shares will be traded in their nil-paid form from 9:00 a.m. on Tuesday, 13 September 2016 to 4:00 p.m. on Wednesday, 21 September 2016, both days inclusive. Such dealings will take place during the period when certain conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholder or other person dealing in the existing Shares during the period up to the date on which all conditions to which the Rights Issue is subject are to be fulfilled, and any Shareholder or other person dealing in the Rights Shares in their nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional and therefore may not proceed. Any Shareholder or other person contemplating dealing in the existing Shares or the Rights Shares in their nil-paid form during such period who is in any doubt about his/her/its position is recommended to consult his/her/its professional adviser.

The Underwriter may terminate the Underwriting Agreement by notice in writing on or before 4:00 p.m. on Thursday, 29 September 2016 if prior to the Latest Time for Termination:

- (1) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (a) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the reasonable opinion of the Underwriter, materially and adversely affect the business or the financial or trading position of the Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (b) the occurrence of 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 other nature (whether or not ejusdem generic with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position of the Group as a whole; or
 - (c) any material adverse change in the business or in the financial or trading position of the Group as a whole; or
 - (d) the imposition of any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange due to exceptional financial circumstances or otherwise; or
 - (e) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than 20 consecutive business days, excluding any suspension in connection with the clearance of the Announcement or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or
- (2) any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, and a change in currency conditions for the purpose of the Underwriting Agreement includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the reasonable opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (3) the Prospectus in connection with the Rights Issue when published contain information (either as to the condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the reasonable opinion of the Underwriter is material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to apply for its provisional allotment of Rights Shares under the Rights Issue.

Pursuant to the Underwriting Agreement, the Underwriter is also entitled by notice in writing to the Company served prior to the Latest Time for Termination to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (1) any material breach of any of the warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (2) any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which if it had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the representations, warranties and undertakings given by the Company contained in the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriter.

If prior to the Latest Time for Termination any such notice as is referred to above is given by the Underwriter, the obligations of all parties under the Underwriting Agreement save in respect of any rights and obligations which may accrue under the Underwriting Agreement prior to such termination) shall terminate forthwith. In the event the Underwriter exercises its right to terminate or rescind the Underwriting Agreement as described above, the Rights Issue will not proceed.

CHEQUES OR 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. The Company reserves the right to reject any EAF in respect of which the accompanying cheque and/or cashier's order is dishonoured upon first presentation, and in that 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, 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 will constitute a warranty by the subscriber 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 dispatched to you by the Company's branch share registrar in Hong Kong by ordinary post at your own risk on or before Thursday, 6 October 2016. You, except HKSCC Nominees Limited, will receive one share certificate for all the Rights Shares issued to you.

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 ("**Bad Weather**") at any local time before 12:00 noon and no longer in force after 12:00 noon on Monday, 26 September 2016, the Latest Time for Acceptance of and payment for the Right 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 local time between 12:00 noon and 4:00 p.m. on Monday, 26 September 2016, 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 the next 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.

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

Further copies of the Prospectus giving details of the Rights Issue are available from Tricor Abacus Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong during normal business hours.

PERSONAL DATA COLLECTION – PROVISIONAL ALLOTMENT LETTER

By completing, signing and submitting the forms accompanying this Provisional Allotment Letter, you agree to disclose to the Company, the Company's branch share registrar in Hong Kong and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Company's branch share registrar in Hong Kong 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 Company's branch share registrar in Hong Kong have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its principal place of business at 18th Floor, Wylar Centre Phase II, 192-200 Tai Lin Pai Road, Kwai Chung, 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 (as the case may be) to the Company's branch share registrar in Hong Kong at its address set out above for the attention of Privacy Compliance Officer.

Yours faithfully,
For and on behalf of the Board of
Universe International Financial Holdings Limited
Lam Shiu Ming, Daneil
Chairman and Executive Director



寰宇

UNIVERSE INTERNATIONAL FINANCIAL HOLDINGS LIMITED 寰宇國際金融控股有限公司

(於百慕達註冊成立之有限公司)

(股份代號：1046)

敬啟者：

根據已隨附本通知書一併寄發予寰宇國際金融控股有限公司(「本公司」)股東日期為二零一六年九月九日之章程(「章程」)所載條款，本公司董事已向閣下暫定配發若干數目之本公司供股股份(「供股股份」)，基準為於二零一六年九月八日(星期四)以閣下名義登記持有之每一(1)股本公司股份(「股份」)，可按每一股供股股份0.60港元之認購價獲發兩(2)股供股股份。閣下於二零一六年九月八日(星期四)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。除文義另有所指外，章程所界定之詞彙在本文件內具相同涵義。

本公司並無採取任何行動，以尋求獲准於香港境外任何司法權區提呈發售供股股份或派發章程文件。因此，於香港境外任何司法權區接獲章程或暫定配額通知書或額外申請表格之人士，概不應視之為申請認購供股股份之要約或邀請，除非有關要約或邀請可在有關司法權區毋須進行任何登記或遵守其他法例或監管規定之情況下合法進行。有意以本身名義申請認購供股股份之任何香港境外人士，均有責任確保其自身遵守所有有關司法權區之法例及規例，包括取得任何政府或其他同意，以及支付該司法權區規定應付之相關稅項及徵費。本公司保留權利在其相信接納任何供股股份申請將觸犯任何司法權區之適用證券或其他法例或規例之情況下，拒絕接納有關申請。

填妥及交回暫定配額通知書即表示向本公司作出一份保證及聲明，已經或將會就暫定配額通知書及其任何接納完全遵守香港境外所有相關司法權區一切登記、法律及監管規定。為免生疑問，香港結算及香港中央結算(代理人)有限公司均不受任何聲明及保證規限。

供股股份於發行、配發及繳足股款後，將在各方面與已發行股份享有同等權益。繳足股款供股股份之持有人將有權收取所有於配發及發行供股股份當日或之後可能宣派、作出或派付之未來股息及分派。

接納手續

閣下如悉數承購暫定配額，須於二零一六年九月二十六日(星期一)下午四時正前，按本文件所列印之指示將本暫定配額通知書整份連同丙欄所示接納時應繳付之全部港元股款，送交本公司之香港股份過戶登記分處卓佳雅柏勤有限公司，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「Universe International Financial 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。所有與本暫定配額通知書有關之查詢應寄往本公司之香港股份過戶登記分處(地址如上)。

敬請注意，除非如上文所述於二零一六年九月二十六日(星期一)下午四時正前接獲原承配人或有效承讓有關未繳股款供股股份之人士交回本暫定配額通知書連同丙欄所示之適當股款，否則本暫定配額及一切有關權利及配額將視為已遭拒絕而將予取消。本公司毋須但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，儘管該暫定配額通知書並未根據有關指示填妥。

額外供股股份

如閣下為合資格股東，並欲申請認購所獲暫定配發以外之供股股份，則必須依照隨附之額外申請表格所印指示將其填妥及簽署，連同所申請認購額外供股股份須另行支付之有關股款，於二零一六年九月二十六日(星期一)下午四時正前交回本公司之香港股份過戶登記分處卓佳雅柏勤有限公司，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「Universe International Financial Holdings Limited – Excess Application Account」，並以「只准入抬頭人賬戶」劃線方式開出。

轉讓

閣下如欲轉讓本通知書所述閣下獲暫定配發認購供股股份之全部權利，必須將轉讓表格(表格乙)填妥及簽署，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。承讓人須將登記申請表格(表格丙)填妥及簽署，於二零一六年九月二十六日(星期一)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應繳足之股款送交本公司之香港股份過戶登記分處卓佳雅柏勤有限公司，地址為香港皇后大道東183號合和中心22樓。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均須繳付香港印花稅。

分拆

閣下如僅欲接納部分暫定配額或轉讓本通知書所述獲暫定配發認購供股股份之部分權利，或將權利轉讓予超過一名人士，則最遲須於二零一六年九月十五日(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本公司之香港股份過戶登記分處卓佳雅柏勤有限公司以供註銷，地址為香港皇后大道東183號合和中心22樓，以便股份過戶登記分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雅柏勤有限公司領取。

包銷協議之終止

敬請注意，現有股份已自二零一六年八月三十一日(星期三)起按除權基準買賣，而未繳股款供股股份將於二零一六年九月十三日(星期二)上午九時正至二零一六年九月二十一日(星期三)下午四時正(包括首尾兩日)期間買賣。有關買賣將於若干供股條件尚待達成期間進行。凡於供股條件獲全面達成當日止期間買賣現有股份之任何股東或其他人士及買賣未繳股款供股股份之任何股東或其他人士，將因此承擔供股未必能成為無條件並因而不會落實進行之風險。任何擬於該期間買賣現有股份或未繳股款供股股份之股東或其他人士如對本身狀況有任何疑問，應諮詢其專業顧問。

倘於最後終止時限前出現下列情況，則包銷商可於二零一六年九月二十九日（星期四）下午四時正或之前透過發出書面通知終止包銷協議：

(1) 包銷商合理認為供股之順利進行將因下列事件而受到重大不利影響：

- (a) 頒佈任何新法規或現有法律或法規（或其司法詮釋）出現任何變動或發生任何其他有關事件（不論其性質如何），而包銷商合理認為會對本集團整體之業務或財務或貿易狀況構成重大不利影響，或對供股構成重大不利影響；或
- (b) 發生有關政治、軍事、金融、經濟或其他性質（不論是否與前述任何一項同類）之任何本地、國家或國際事件或變動（不論是否構成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之一部份），或任何本地、國家或國際爆發敵對行為或武裝衝突或該等行為或衝突升級，或可影響本地證券市場之事件，而包銷商合理認為，對本集團之整體業務或財務或貿易狀況造成重大不利影響；或
- (c) 本集團之整體業務或財務或貿易狀況出現任何重大不利變動；或
- (d) 由於特殊金融情況或其他原因而導致對聯交所之股份買賣實施任何凍結、暫停或重大限制；或
- (e) 聯交所全面暫停證券買賣或本公司證券於聯交所之買賣暫停連續20個營業日以上，惟不包括任何有關發佈該公佈或章程文件或其他有關供股的公佈或通函的暫停買賣；或

(2) 市況出現任何重大不利變動（包括但不限於財政或貨幣政策或外匯或貨幣市場之變動，暫停或限制買賣證券，及就包銷協議而言，貨幣狀況變動包括香港貨幣之價值與美利堅合眾國貨幣掛鈎之制度之變動），而包銷商合理認為，進行供股乃屬不宜或不智；或

(3) 有關供股的章程於刊發時所包含之資料（無論關於本集團之狀況，或關於其遵守任何法例或上市規則或任何適用之規例）於包銷協議日期前未獲本公司公開公佈或刊發，而包銷商合理認為上述資料對本集團整體屬重大或可能對供股之成功進行有重大不利影響或導致謹慎投資者不申請其於供股下之供股股份暫定配額。

根據包銷協議，倘於最後終止時限前出現下列情況，包銷商亦有權於最後終止時限前透過向本公司發出書面通知撤銷包銷協議：

(1) 包銷商獲悉包銷協議所載任何保證或承諾遭任何嚴重違反；或

(2) 包銷商獲悉於包銷協議日期或之後及於最後終止時限前任何發生之事件或出現之事宜，而倘該事件或事宜於包銷協議日期前發生或出現，會導致包銷協議所載之本公司任何聲明、保證及承諾在任何重大方面屬失實或不正確。

倘包銷商於最後終止時限前發出上述任何有關通知，包銷協議項下各方之義務（惟於有關終止前根據包銷協議可能產生之任何權利及義務除外）將隨即終止。倘包銷商行使其權利終止或撤銷上述包銷協議，則供股將不會進行。

支票或銀行本票

所有支票及銀行本票將於收訖後隨即過戶，而就有關股款所賺取之利息（如有）將全部撥歸本公司所有。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額外申請表格，而在此情況下，有關暫定配額及一切有關權利及配額將被視作已遭放棄而將予取消。閣下須於申請認購供股股份時繳付確實應繳金額，繳款不足之申請會遭拒絕受理。在多繳申請股款之情況下，只有多繳申請股款為100港元或以上方會獲發退款支票。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，即表示認購人保證支票或銀行本票可於首次過戶時兌現。

股票

預期本公司之香港股份過戶登記分處將於二零一六年十月六日（星期四）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。

惡劣天氣之影響

倘香港於二零一六年九月二十六日（星期一）中午十二時正前任何本地時間發出「黑色」暴雨警告或懸掛八號或以上熱帶氣旋警告信號（「惡劣天氣」），並於中午十二時正後除下，則接納供股股份並繳付股款及申請額外供股股份並繳付股款之最後時限將順延至同一營業日下午五時正。倘香港於二零一六年九月二十六日（星期一）中午十二時正至下午四時正期間任何本地時間出現惡劣天氣，則接納供股股份並繳付股款及申請額外供股股份並繳付股款之最後時限將順延至下一營業日（有關警告於當日上午九時正至下午四時正期間任何時間並無於香港生效）。

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拆配額函件及／或股票。

本暫定配額通知書及任何對其所載要約之接納須受香港法例監管並按其詮釋。

載有供股詳情之章程可於一般辦公時間向卓佳雅柏勤有限公司（地址為香港皇后大道東183號合和中心22樓）索取。

收集個人資料—暫定配額通知書

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、本公司之香港股份過戶登記分處及／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閣下為其利益而接納暫定配發供股股份之人士之任何資料。《個人資料（私隱）條例》賦予證券持有人權利，可確定本公司或本公司之香港股份過戶登記分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《個人資料（私隱）條例》，本公司及本公司之香港股份過戶登記分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，應寄往本公司之主要營業地點（地址為香港新界葵涌大連排道192至200號偉倫中心第二期18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（視情況而定）寄往本公司之香港股份過戶登記分處（地址見上文），並以私隱條例事務主任為收件人。

此 致

列位合資格股東 台照

代表董事會
寰宇國際金融控股有限公司
主席兼執行董事
林小明
謹啟

二零一六年九月九日

IN THE EVENT OF TRANSFER OF THE RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT, 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.

在轉讓認購本文件所指之供股股份之權利時，每宗買賣均須繳付從價印花稅。除出售以外，餽贈或轉讓實益權益亦須繳付從價印花稅。在登記轉讓認購本文件所指之任何供股股份之權利前，須出示已繳付從價印花稅之證明。

FORM OF TRANSFER AND NOMINATION

轉讓及提名表格

Form B

表格乙

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

(僅供有意轉讓本表格所列彼／彼等認購供股股份之全部權利之合資格股東填寫及簽署)

To: The Directors,
Universe International Financial Holdings Limited

致：寰宇國際金融控股有限公司
列位董事 台照

Dear Sirs,

I/We* hereby transfer all 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* 謹將本暫定配額通知書所列本人／吾等認購供股股份之全部權利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) of Shareholder(s) (all joint Shareholders must sign)

股東簽署(所有聯名股東均須簽署)

* *Delete as appropriate*

* 刪去不適用者

Date: _____ 2016

日期：二零一六年 _____ 月 _____ 日

NOTE: Hong Kong Stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).

附註：轉讓認購供股股份之權利須繳付香港印花稅。

REGISTRATION APPLICATION FORM

登記申請表格

Form C

表格丙

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Share(s) has/have been transferred)
(僅供已獲轉讓可認購供股股份權利之人士填寫及簽署)

To: The Directors,
Universe International Financial Holdings Limited

Dear Sirs,

I/We* request you to register the number of the Rights Shares mentioned in Box B of Form A in my/our* name(s) and I/we* agree to accept the same on the terms set out in this Provisional Allotment Letter and the accompanying Prospectus and subject to the memorandum of association and bye-laws of the Company.

敬啟者：
本人／吾等* 謹請閣下將表格甲中乙欄所列數目之供股股份登記於本人／吾等* 名下，本人／吾等* 同意按照本暫定配額通知書及隨附之章程所載之條款，並在貴公司組織章程大綱及公司細則之規限下接納此等股份。

此致
寰宇國際金融控股有限公司
列位董事 台照

Existing Shareholder(s)
Please mark "X" in this box
現有股東請在欄內填上「X」號

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To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.
請用英文大楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。
For Chinese applicant, please provide your name in both English and Chinese.
中國籍申請人請同時填寫中、英文姓名。

Name of applicant in English 申請人英文姓名	Family Name 姓氏	Other Names 名字	Name in Chinese 中文姓名	
Name(s) of joint applicants in English (if applicable) 聯名申請人英文姓名 (如適用)				
Address 地址				
Occupation 職業			Tel. No. 電話號碼	
Dividend Instructions 派息指示				
Name and address of bank 銀行名稱及地址			Bank account no. 銀行賬戶號碼	

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

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

Date: _____ 2016

日期：二零一六年 _____ 月 _____ 日

NOTE: Hong Kong Stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).

附註：轉讓認購供股股份之權利須繳付香港印花稅。

* Delete as appropriate

* 刪去不適用者