

**To be valid, the whole of this Provisional Allotment Letter must be returned.**  
**本暫定配額通知書必須整份交還，方為有效。**

**IMPORTANT**  
**重要提示**

Reference is made to the prospectus issued by Ziyuanyuan Holdings Group Limited (the “Company”) dated 17 September 2024 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.

**THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (“EAF”) EXPIRES AT 4:00 P.M. ON THURSDAY, 3 OCTOBER 2024 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” IN THE ENCLOSED SHEET).**

**IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS PAL, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE.**

A copy of the Prospectus, together with copies of this PAL, the EAF and other documents specified in the section headed “General Information – 16. Documents delivered to the Registrar of Companies” in Appendix III to the Prospectus, have been registered by 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, the Stock Exchange and the SFC take no responsibility as to the contents of any of the documents referred to above.

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.

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

The Underwriter has the right under the Underwriting Agreement to terminate the Underwriting Agreement by notice in writing 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”.

The Rights Issue is conditional upon the fulfillment of the conditions set out under the section headed “Letter from the Board – Conditions of the Rights Issue” in the Prospectus. If the conditions are not fulfilled or the Underwriting Agreement is terminated pursuant to its terms, the Rights Issue will not proceed.

Shareholders should note that the Shares have been dealt in on an ex-rights basis on the Stock Exchange from Tuesday, 20 August 2024. The nil-paid Rights Shares will be dealt in from Friday, 20 September 2024 to Friday, 27 September 2024 (both dates inclusive).

Any dealings in the 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. on Friday, 4 October 2024), 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 or 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.

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 the 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 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.

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.

茲提述紫元元控股集團有限公司（「本公司」）於二零二四年九月十七日就供股刊發的章程（「供股章程」）。除非文義另有所指，否則供股章程所界定的詞彙與本通知書所採用者具有相同涵義。

**本暫定配額通知書（「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的額外申請表格（「額外申請表格」）所載的要約將於二零二四年十月三日（星期四）（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）下午四時正截止。**

**閣下如對本暫定配額通知書的任何方面有任何疑問，應尋求獨立專業意見。**

供股章程文本連同本暫定配額通知書、額外申請表格及供股章程附錄三「一般資料—16.送呈公司註冊處處長之文件」一節內所指明的其他文件，已遵照香港法例第32章公司（清盤及雜項條文）條例第342C條的規定送呈香港公司註冊處處長登記。香港公司註冊處處長、聯交所及證監會對上文所述任何文件的內容概不負責。

香港交易及結算有限公司、聯交所及香港結算對本暫定配額通知書的內容概不負責，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的任何損失承擔任何責任。

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。

根據包銷協議，包銷商有權在包銷協議內所載的若干情況下，於終止最後限期前，隨時向本公司發出書面通知終止包銷協議。包銷商有權終止包銷協議之情況詳情，載於附頁「終止包銷協議」一節內。

供股須待供股章程所載「董事會函件—供股的條件」一節所載條件達成後，方告作實。倘條件未獲達成或包銷協議按其條款被予以終止，則供股將不會進行。

股東務須注意，股份已由二零二四年八月二十日（星期二）起於聯交所按除權基準買賣。未繳股款供股股份將於二零二四年九月二十日（星期五）至二零二四年九月二十七日（星期五）期間（包括首尾兩日）內買賣。

截至供股的條件達成當日（目前預期為二零二四年十月四日（星期五）下午四時正）止的任何股份買賣，或於可按未繳股款供股股份方式進行買賣的期間在聯交所買賣未繳股款供股股份將相應承擔供股未必成為無條件或未必會進行的風險。

投資者如對彼等的狀況有任何疑問，建議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的專業意見。

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，並符合香港結算的股份收納規定後，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開始買賣當日或香港結算釐定的其他日期起，在中央結算系統寄存、結算及交收。聯交所參與者間於任何交易日進行的交易須於其後第二個交易日在中央結算系統進行交收。中央結算系統的一切活動均須依照不時生效的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。

股份的買賣可通過中央結算系統結算。閣下應諮詢閣下的持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以了解該等結算安排詳情以及有關安排可能如何影響閣下的權利及權益。

Form A  
表格甲

Hong Kong Branch Share  
Registrar and transfer office  
Tricor Investor Services Limited  
17/F, Far East Finance Centre  
16 Harcourt Road  
Hong Kong

香港股份過戶登記分處  
卓佳證券登記有限公司  
香港  
夏慤道16號  
遠東金融中心17樓



Ziyuanyuan Holdings Group Limited

紫元元控股集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code: 8223)

(股份代號：8223)

Registered office:  
註冊辦事處：  
Sertus Incorporations (Cayman)  
Limited  
Sertus Chambers,  
Governors Square  
Suite#5-204,  
23 Lime Tree Bay Avenue  
P.O. Box 2547, Grand Cayman  
KY1-1104, Cayman Islands

Principal office in Hong Kong:  
Unit 6A, 4/F., Wing On Plaza  
62 Mody Road, Kowloon  
Hong Kong

香港主要辦事處：  
香港  
九龍麼地道62號  
永安廣場4樓6A室

17 September 2024  
二零二四年九月十七日

**RIGHTS ISSUE ON THE BASIS OF  
ONE (1) RIGHTS SHARE  
FOR EVERY FIVE (5) EXISTING SHARES  
HELD ON THE RECORD DATE  
AT THE SUBSCRIPTION PRICE OF  
HK\$1.00 PER RIGHTS SHARE**  
按於記錄日期每持有五(5)股現有股份  
獲發一(1)股供股股份之基準  
以認購價每股供股股份1.00港元進行供股

**PAYABLE IN FULL ON ACCEPTANCE BY  
NO LATER THAN 4:00 P.M. ON THURSDAY, 3 OCTOBER 2024**  
股款須不遲於二零二四年十月三日(星期四)下午四時正  
接納時繳足

PROVISIONAL ALLOTMENT LETTER

Name(s) and address of the Qualifying Shareholder(s)  
合資格股東的姓名/名稱及地址

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

Total number of Shares registered in your name(s) on Wednesday, 28 August 2024  
於二零二四年八月二十八日(星期三)登記於閣下名下的股份總數

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 Thursday, 3 October 2024  
閣下獲暫定配發的供股股份數目，股款須不遲於二零二四年十月三日(星期四)下午四時正接納時繳足

BOX B  
乙欄

Total subscription monies payable in full upon acceptance\*  
須於接納時悉數繳足的認購股款總額\*

BOX C  
丙欄

\* Subscription monies should be rounded up to 2 decimal points  
認購股款應向上約整至小數點後兩位

暫定配額通知書

Name of bank on which cheque/  
cashier's order is drawn:  
支票/銀行本票的付款銀行名稱：\_\_\_\_\_

Please insert your contact  
telephone number here:  
請在此填上閣下的聯絡電話：\_\_\_\_\_

Cheque/cashier's  
order number:  
支票/銀行本票號碼：\_\_\_\_\_

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), AD VALOREM HONG KONG 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 HONG KONG STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM HONG KONG 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的權利，每項買賣均須繳付香港從價印花稅。除以出售形式外，饋贈或轉讓實益擁有的權益亦須繳付香港從價印花稅。在登記轉讓認購本文件所指之任何供股股份之權利前，須出示已繳付香港從價印花稅的證明。

Form B  
表格乙

FORM OF TRANSFER AND NOMINATION  
轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares 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,  
Ziyuanyuan Holdings Group Limited  
致：紫元元控股集團有限公司  
列位董事

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. I/We have read the conditions and procedures for transfer set out in the enclosed sheet and agree to be bound thereby.

敬啟者：  
本人/吾等茲將本暫定配額通知書所列本人/吾等認購供股股份的權利悉數轉讓予接受此權利並簽署下列登記申請表格(表格丙)的人士。本人/吾等已細閱附頁所載各項條件及轉讓手續，並同意受其約束。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Signature(s) of Qualifying Shareholders (all joint Shareholders must sign)  
合資格股東簽署(所有聯名股東均須簽署)

Date: \_\_\_\_\_ 2024 日期：二零二四年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

Ad valorem Hong Kong stamp duty is payable in connection with the transfer of rights to subscribe for the Rights Shares.  
轉讓認購供股股份的權利須繳付香港從價印花稅。

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的人士填寫及簽署)

To: The Directors,  
Ziyuanyuan Holdings Group Limited  
致：紫元元控股集團有限公司  
列位董事

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 Articles of the Company. I/We have read the conditions and procedures for transfer set out in the enclosed sheet and agree to be bound thereby.

敬啟者：  
本人/吾等謹請閣下將表格甲內乙欄所列的供股股份數目，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，以及在貴公司組織章程大綱及細則規限下，接納此等供股股份。本人/吾等已細閱附頁所載各項條件及轉讓手續，並同意受其約束。

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的申請人地址。  
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。

Name in English 英文姓名	Family name or company name 姓氏或公司名稱	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 should give the address of the first-named applicant only) 英文地址(聯名申請人僅須填寫排名首位的申請人地址)			
Occupation 職業		Tel. No. 電話號碼	
Dividend Instructions 股息指示			
Name & Address of Bank 銀行名稱及地址		Bank Account No. 銀行賬戶號碼	
		Bank account type 銀行賬戶類型	

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

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

Date: \_\_\_\_\_ 2024 日期：二零二四年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

Ad valorem Hong Kong stamp duty is payable in connection with the transfer of rights to subscribe for the Rights Shares.  
轉讓認購供股股份的權利須繳付香港從價印花稅。

**TO ACCEPT THE PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE HONG KONG BRANCH SHARE REGISTRAR, TRICOR INVESTOR SERVICES LIMITED, AT 17/F, FAR EAST FINANCE CENTRE, 16 HARCOURT ROAD, HONG KONG (THE “REGISTRAR”) TOGETHER WITH A REMITTANCE, BY CHEQUE OR CASHIER’S ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C OF FORM A SO AS TO BE RECEIVED BY THE REGISTRAR NO LATER THAN 4:00 P.M. ON THURSDAY, 3 OCTOBER 2024 (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 “TRICOR INVESTOR SERVICES LIMITED – A/C NO. 061” AND CROSSED “ACCOUNT PAYEE ONLY”. INSTRUCTIONS ON TRANSFER AND SPLITTING ARE ALSO SET OUT IN THE ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.**

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.

閣下如欲全數接納本暫定配額通知書列明的供股股份暫定配額，須將本暫定配額通知書整份連同表格甲之丙欄所示的港元全數股款（以支票或銀行本票），不遲於二零二四年十月三日（星期四）（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）下午四時正前送達香港股份過戶登記分處卓佳證券登記有限公司（地址為香港夏慤道16號遠東金融中心17樓）（「過戶登記處」）。所有股款須以港元繳付，並以香港持牌銀行戶口開出的支票或以香港持牌銀行發出的銀行本票支付，且均須註明抬頭人為「TRICOR INVESTOR SERVICES LIMITED – A/C NO. 061」，並以「只准入抬頭人賬戶」方式劃線開出。有關轉讓及分拆的指示另載於附頁。本公司將不另發股款收據。

接納本暫定配額通知書所列明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

**NO RECEIPT WILL BE GIVEN FOR REMITTANCE**

每份申請須隨附獨立的支票或銀行本票

本公司將不另發股款收據



# Ziyuanyuan Holdings Group Limited

## 紫元元控股集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8223)

17 September 2024

Dear Qualifying Shareholder(s),

### INTRODUCTION

Reference is made to the prospectus of Ziyuanyuan Holdings Group Limited dated 17 September 2024 (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 five (5) Shares held and registered in your name(s) as at the Record Date (i.e. Wednesday, 28 August 2024) at a subscription price of HK\$1.00 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* in all respects with the existing 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 with a record date falling after the date of allotment and issue of the Rights Shares in their fully-paid form.

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 the 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 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.

### PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the PAL in accordance with the instructions printed thereon with the Registrar, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong together with a remittance for the full amount payable on acceptance, so as to be received by no later than 4:00 p.m. on Thursday, 3 October 2024 (or, under bad weather conditions, such later date as mentioned in the paragraph “Effect of bad weather on the Latest Time for Acceptance of and payment for the Rights Shares” in the section headed “Expected timetable” in the Prospectus). All remittances must be made in Hong Kong dollars by cheques which must be drawn on an account with, or by cashier’s orders which must be issued by, a licensed bank in Hong Kong and made payable to “**TRICOR INVESTOR SERVICES LIMITED – A/C NO. 061**” and crossed “**Account Payee Only**”.

It should be noted that unless the duly completed PAL, together with the appropriate remittance, has been lodged with the Registrar by no later than 4:00 p.m. on Thursday, 3 October 2024, whether by the original allottee or any person in whose favour the provisional allotment has been validly transferred, that provisional allotment and all rights and entitlement thereunder will be deemed to have been declined and will be cancelled and such Rights Shares will be available for application under the EAFs by the Qualifying Shareholders. The Company may, at its sole and absolute discretion, treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions. The Company may require such incomplete PAL to be completed by the relevant applicant at a later stage.



# Ziyuanyuan Holdings Group Limited

## 紫元元控股集團有限公司

(於開曼群島註冊成立的有限公司)

(股份代號：8223)

敬啟者：

### 緒言

茲提述紫元元控股集團有限公司日期為二零二四年九月十七日有關供股之章程(「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1.00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(即二零二四年八月二十八日(星期三))每持有五(5)股以閣下名義登記之股份獲配發一(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之甲欄，而閣下獲暫定配發之供股股份數目載於表格甲之乙欄。

### 供股股份

供股股份一經配發、發行及繳足股款，將在各方面與現有已發行股份享有同等地位。繳足股款供股股份之持有人將有權收取記錄日期為配發及發行繳足股款供股股份日期後的可能宣派、作出或派付之所有未來股息及分派。

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票接納規定後，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開始買賣當日或由香港結算可能釐定之其他日期起，在中央結算系統內寄存、結算及交收。聯交所參與者間在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

閣下如欲悉數接納暫定配額，須不遲於二零二四年十月三日(星期四)(或於惡劣天氣情況下，供股章程「預期時間表」一節「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之較後日期)下午四時正前，按本通知書所印備之指示將本暫定配額通知書連同接納時應繳付之全部股款，送交過戶登記處卓佳證券登記有限公司(地址為香港夏慤道16號遠東金融中心17樓)。所有股款須以港元繳付，並以香港持牌銀行戶口開出或以香港持牌銀行發出的銀行本票支付，並須註明抬頭人為「**TRICOR INVESTOR SERVICES LIMITED – A/C NO. 061**」，並以「**只准入抬頭人賬戶**」方式劃線開出。

敬請注意，除非不遲於二零二四年十月三日(星期四)下午四時正前原承配人或任何有效承讓暫定配額之人士向過戶登記處提交已填妥之暫定配額通知書連同適當股款，否則本通知書下之暫定配額及一切有關權利及資格將視為已遭拒絕而將予以註銷，而該等供股股份將可供合資格股東以額外申請表格提出申請。即使該暫定配額通知書並未根據有關指示填妥，本公司可全權酌情視一份暫定配額通知書為有效，並對提交或被代為提交通知書之人士具有約束力。本公司可能會要求相關申請人在稍後階段填寫該未填妥之暫定配額通知書。

## 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 to him/her/it under the PAL or transfer part of his/her/its rights to more than one person, the entire and original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Tuesday, 24 September 2024 to the Registrar, who will cancel the original PAL and issue new PALs in the denominations required. The new PALs will be available for collection from the Registrar, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, after 9:00 a.m. on the second Business Day after the 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 and Nomination (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 Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong so as to be received by no later than 4:00 p.m. on Thursday, 3 October 2024 (or, under bad weather conditions, such later date as mentioned in the paragraph headed “**Effect of Bad Weather**” below).

It should be noted that ad valorem 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 shall be entitled by giving notice in writing to the Company prior to the Latest Time for Termination to terminate the Underwriting Agreement if:

- (a) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
  - (i) the introduction of any law or regulation or any change in existing laws or regulations (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the reasonable opinion of the Underwriter, would materially and adversely affect the business or the financial or trading position of the Group as a whole or would be materially adverse in the context of the Rights Issue; or
  - (ii) 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 hereof), 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, would materially and adversely affect the business or the financial or trading position or prospect of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (b) any material adverse change in market conditions (including, without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction of trading in securities) occurs which in the reasonable opinion of the Underwriter are likely to materially and adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (c) there is any change in the circumstances of the Company or any member of the Group which in the reasonable opinion of the Underwriter will materially and adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any of member of the Group or the destruction of any material asset of the Group; or
- (d) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (e) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not ejusdem generis with any of the foregoing; or
- (f) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the reasonable opinion of any of the Underwriter, a material omission in the context of the Rights Issue; or
- (g) any suspension in the trading of securities generally or the Company’s securities on the Stock Exchange for a period of more than ten consecutive business days, excluding any suspension in connection with the clearance of the Announcement, the Prospectus Documents or other announcements or circulars in connection with the Rights Issue.

The Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (a) any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (b) any Specified Event comes to the knowledge of the Underwriter.

## 分拆

閣下如僅欲接納部分暫定配額或轉讓 閣下認購根據暫定配額通知書獲暫定配發之供股股份之部分權利，或將 閣下之部份權利轉讓予超過一名人士，則須不遲於二零二四年九月二十四日(星期二)下午四時三十分前將原有暫定配額通知書整份交回及呈交過戶登記處，以便過戶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過戶登記處卓佳證券登記有限公司(地址為香港夏慤道16號遠東金融中心17樓)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之供股股份之全部權利，必須填妥及簽署「轉讓及提名表格(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)」，並須不遲於二零二四年十月三日(星期四)(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)下午四時正前將本暫定配額通知書整份連同表格甲之丙欄所載接納時應繳付之全部股款送交過戶登記處卓佳證券登記有限公司(地址為香港夏慤道16號遠東金融中心17樓)。

務請注意， 閣下轉讓有關供股股份之認購權予承讓人，以及承讓人接納有關權利須繳付香港從價印花稅。

## 終止包銷協議

倘於終止最後限期前發生以下任何事項，則包銷商將有權通過向本公司發出書面通知終止包銷協議：

- (a) 包銷商合理認為，下列事項將或可能對供股的成功構成重大不利影響：
- (i) 頒佈任何新法例或法規或現時之法例或法規(或其有關司法詮釋)出現任何變動或出現任何其他事件(不論其性質)，而包銷商合理認為令本集團之整體業務或財務或貿易狀況受到重大不利影響，或對供股造成重大不利影響；或
  - (ii) 任何地方、國家或國際間發生有關政治、軍事、金融、經濟或其他性質(無論是否與任何上述者屬同一類別)之事件或變動(無論是否在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其中一部分)，或任何地方、國家或國際間爆發敵對衝突或武裝衝突或衝突升級，或發生影響本地證券市場之事件，而包銷商合理認為可能令本集團整體業務或財務或貿易狀況或前景受到重大不利影響及令供股之成功進行受到重大不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (b) 市場狀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任何變動、證券買賣被暫停或受到重大限制)，而包銷商合理認為可能對供股之成功進行造成重大不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (c) 本公司或本集團任何成員公司之情況出現任何變動，而包銷商合理認為將令本公司之前景受到重大不利影響，包括(但不限於上述一般性情況)本集團任何成員公司被呈請或通過決議案清盤或清算及出現類似事件或本集團任何重大資產被損毀；或
- (d) 任何不可抗力事件，包括(但不限於上述一般性情況)任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症爆發、恐怖主義活動、罷工或停工；或
- (e) 本集團之整體業務或財務或貿易狀況或前景出現任何其他重大不利變動(無論是否與任何上述者屬同一類別)；或
- (f) 任何事宜倘於緊接供股章程日期前出現或發現，惟並無於供股章程內披露，而包銷商合理認為將對供股而言構成重大遺漏者；或
- (g) 聯交所十個連續營業日以上全面暫停證券買賣或暫停本公司證券之買賣，涉及核准該公告、章程文件或有關供股之其他公告或通函而暫停買賣者則除外。

包銷商有權於終止最後限期之前，向本公司送達書面通知終止包銷協議：

- (a) 包銷商知悉任何嚴重違反載於包銷協議之任何聲明、保證或承諾；或
- (b) 包銷商知悉任何特別事件。



Upon giving of notice pursuant to the Underwriting Agreement, the obligations of the Underwriter and the Company under the Underwriting Agreement shall terminate forthwith provided that the Company shall remain liable to pay to the Underwriter such fees and expenses (other than the underwriting commission) payable by the Company pursuant to 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 section headed “Letter from the Board – Conditions of the Rights Issue” in the Prospectus is not fulfilled at or before the time and date specified in the Underwriting Agreement, and 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, 14 October 2024.

### **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 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, and underpaid application will be rejected. 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. No receipt will be issued in respect of any PAL and/or relevant remittance received.

### **SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUES**

Subject to the fulfillment of the conditions of the Rights Issue, share certificates for all fully paid Rights Shares are expected to be posted to those who have accepted and (where applicable) applied for and paid for the Rights Shares on or before Monday, 14 October 2024 by ordinary post at their own risk. If the Rights Issue is terminated or for unsuccessful application for Rights Issue, refund cheques in respect of the acceptance for Rights Shares are expected to be posted on or before Monday, 14 October 2024 by ordinary post to the applicants at their own risk.

於根據包銷協議發出通知後，包銷商及本公司於包銷協議項下之義務將即時終止，惟本公司仍有責任向包銷商支付本公司根據包銷協議應付之有關費用及開支(包銷佣金除外)。倘包銷商行使有關權利，供股將不會進行。

倘包銷商終止包銷協議，供股則不會進行。

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—供股的條件」一節所載之任何供股之條件未能於包銷協議訂明之時間及日期或之前達成，則過戶登記處將就接納供股股份所收取之款項於二零二四年十月十四日(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及資格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。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。概不會就所接獲之任何暫定配額通知書及／或相關股款發出收據。

## 供股之股票及退款支票

待供股之條件達成後，所有繳足股款供股股份之股票預期於二零二四年十月十四日(星期一)或之前以平郵方式寄發予已接納及(倘適用)申請供股股份並已繳付股款之人士，郵誤風險概由彼等自行承擔。倘供股終止或供股申請未獲接納，有關接納供股股份的退款支票預期將於二零二四年十月十四日(星期一)或之前以平郵方式寄發予申請人，郵誤風險概由彼等自行承擔。

## **EXCESS RIGHTS SHARES**

Qualifying Shareholders shall be entitled to apply, by way of excess application, for (i) the Rights Shares representing the entitlement of the Non-Qualifying Shareholders; and (ii) any Rights Shares provisionally allotted but not validly accepted by the Qualifying Shareholders.

Application should be made by completing and signing the EAF for excess Rights Shares and lodging the same with a separate remittance for the full amount payable in respect of the excess Rights Shares being applied for in accordance with the instructions printed thereon, with the Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong by not later than 4:00 p.m. on Thursday, 3 October 2024 (or, under bad weather conditions, such later date and/or time as mentioned in the section headed “Effect of bad weather” below). All remittances must be made by cheque or banker’s cashier’s order in Hong Kong dollars. Cheques must be drawn on an account with, and banker’s cashier orders must be issued by, a licensed bank in Hong Kong and made payable to “**TRICOR INVESTOR SERVICES LIMITED – A/C NO. 063**” and crossed “**Account Payee Only**”.

## **FRACTIONAL ENTITLEMENTS**

No fractional entitlements to the Rights Shares shall be issued to the Shareholders and no entitlements of the Non-Qualifying Shareholders to the Rights Shares shall be issued to the Non-Qualifying Shareholders. All fractions of the Rights Shares shall be rounded down to the nearest whole number of Rights Shares and aggregated and, if a premium (net of expenses) can be achieved, sold in the market by the Company. Any unsold entitlements shall be made available for excess application by the Qualifying Shareholders. Should there be no excess application by the Qualifying Shareholders, those Rights Shares created from the aggregation of fraction of the Rights Shares will be taken up by the Underwriter. No odd lot matching services will be provided.

## **DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS**

The PAL shall only be sent to Qualifying Shareholders.

The Prospectus Documents have not been and will not be registered under any applicable securities of any jurisdictions other than Hong Kong.

No action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus Documents, in any territory other than Hong Kong. The Prospectus Documents should not be distributed, forwarded to or transmitted to, into or from any jurisdiction where to do so might constitute a violation of local securities laws or regulations.

Accordingly, no person receiving a copy of any of the Prospectus Documents in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in a territory 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 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 full observance of the applicable laws and regulations of the relevant jurisdictions including obtaining of any governmental or other consents and to pay any taxes and duties. By completing, signing and submitting this PAL, each subscriber of the Rights Shares will be deemed to have given a warranty to the Company and the Underwriter that these local registration, legal and regulatory requirements have been fully complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. If you are in any doubt as to your position, you should consult your professional advisers.

## 額外供股股份

合資格股東有權以額外申請之方式申請(i)代表不合資格股東配額之供股股份；及(ii)已暫定配發但未獲合資格股東有效接納之任何供股股份。

如欲申請額外供股股份，應不遲於二零二四年十月三日(星期四)下午四時正前(或於惡劣天氣情況下，下文「惡劣天氣之影響」一節所述之較後日期及／或時間)，按照額外申請表格上印備之指示填妥及簽署有關表格，連同就所申請額外供股股份應付之全部獨立股款一併交回過戶登記處卓佳證券登記有限公司，地址為香港夏慤道16號遠東金融中心17樓。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，且均須註明抬頭人為「**TRICOR INVESTOR SERVICES LIMITED – A/C NO. 063**」，並以「**只准入抬頭人賬戶**」方式劃線開出。

## 零碎股份權益

供股股份的零碎配額將不會發行予股東，不合資格股東將不獲發行不合資格股東的供股股份配額。所有零碎供股股份將會向下調整至最近之供股股份整數及累積，如可獲得溢價(扣除開支後)，由本公司於市場出售。任何未出售配額將提供予合資格股東作額外申請。倘合資格股東並無作出額外申請，則彙集零碎供股股份所產生的該等供股股份將由包銷商承購。概不會提供碎股的對盤服務。

## 派發本暫定配額通知書及其他章程文件

暫定配額通知書只可向合資格股東寄發。

章程文件並無且將不會根據香港以外任何司法權區之任何適用證券法例進行登記。

本公司並無採取任何行動，以獲准在香港以外任何地區提呈發售供股股份或派發章程文件。章程文件不得於可能違反任何司法權區之地方證券法例或法規之情況下向或自該司法權區派發、送交或送呈。

因此，任何人士如在香港以外任何地區接獲任何章程文件文本，除非在該地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。

任何身處香港以外地區之人士如有意申請供股股份，有責任自行全面遵守有關司法權區之適用法律及法規，包括取得任何政府或其他方面同意及繳付任何稅項及徵費。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及包銷商保證，彼等已全面遵守該等地方登記、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)有限公司概不受限於任何聲明及保證。倘閣下對本身之情況有任何疑問，應諮詢閣下之專業顧問。

## **EFFECT OF BAD WEATHER**

The latest time for acceptance of and payment for Rights Shares will not take place if there is a tropical cyclone warning signal no. 8 or above, or a “black” rainstorm warning and/or “extreme conditions caused by super typhoons” as announced by the Hong Kong Government:

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

## **GENERAL**

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 for the Rights Share.

## **PERSONAL DATA COLLECTION – PAL**

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 principal office in Hong Kong at Unit 6A, 4/F., Wing On Plaza, 62 Mody Road, Kowloon, 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 for the attention of Data Privacy Officer.

Yours faithfully,  
For and on behalf of  
**Ziyuan Yuan Holdings Group Limited**  
**Zhang Junshen**  
*Chairman*

## 惡劣天氣之影響

倘於下列時間懸掛八號或以上熱帶氣旋警告訊號或「黑色」暴雨警告訊號及／或出現香港政府所宣佈「超強颱風引致的極端情況」，則接納供股股份及繳付股款之最後時限將不會落實：

- (i) 於最後接納日期中午十二時正前任何本地時間在香港生效，並於中午十二時正後不再生效。接納供股股份及繳付股款之最後時限將延至同日下午五時正；及
- (ii) 於最後接納日期中午十二時正至下午四時正期間任何本地時間在香港生效。接納供股股份及繳付股款之最後時限將改為下一個於上午九時正至下午四時正期間任何時間並無該等警告生效之營業日下午四時正。

## 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並接收供股股份分拆配額函件及／或股票。

## 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、過戶登記處及／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。香港法例第486章個人資料(私隱)條例賦予證券持有人權利，可確定本公司或過戶登記處是否持有其個人資料、索取有關資料之文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，本公司及過戶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)本公司根據適用法例不時通知之香港主要辦事處(地址為香港九龍麼地道62號永安廣場4樓6A室)，並以本公司之公司秘書為收件人；或(ii)(視情況而定)過戶登記處(地址見上文)，並以個人資料私隱主任為收件人。

此 致

列位合資格股東 台照

代表  
紫元元控股集團有限公司  
主席  
張俊深  
謹啟

二零二四年九月十七日

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