

**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 Hatcher Group Limited (the “**Company**”) dated 28 March 2025 in relation to the Rights Issue (the “**Prospectus**”). The PAL should be read in conjunction with the Prospectus. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述亦辰集團有限公司(「**本公司**」)就供股刊發日期為二零二五年三月二十八日之章程(「**章程**」)。暫定配額通知書應與章程一併閱覽。除文義另有所指外，本暫定配額通知書所用詞彙與章程所界定者具有相同涵義。

**THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL WILL EXPIRE AT 4:00 P.M. ON MONDAY, 14 APRIL 2025 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES”) BELOW).**

本暫定配額通知書(「**暫定配額通知書**」)乃具有價值及可轉讓，務請即時處理。本暫定配額通知書所載之要約將於二零二五年四月十四日(星期一)下午四時正(或根據下文「**恶劣天氣及／或極端情況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及／或時間)截止。

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

閣下如對本暫定配額通知書任何方面或應採取之行動有任何疑問，應諮詢 閣下之股票經紀或其他持牌證券交易商、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 Prospectus and other documents specified in the paragraph headed “16. DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES” 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. The Registrar of Companies in Hong Kong, the Stock Exchange, the Securities and Futures Commission of Hong Kong and the HKSCC take no responsibility as to the contents of any of the Prospectus.

本暫定配額通知書之文本連同章程及於章程附錄三「16.送交公司註冊處處長文件」一段所述其他文件之文本，已按公司(清盤及雜項條文)條例第342C條之規定呈送香港公司註冊處處長進行登記。香港公司註冊處處長、聯交所、香港證券及期貨事務監察委員會及香港結算對任何章程之內容概不負責。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this PAL, make no representations 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。

Dealings in the Shares and the Rights Shares in both their nil-paid form and fully-paid form may be settled through CCASS and you should consult your licensed stockbroker, a licensed dealer in securities, bank manager, solicitor, professional accountant or other professional advisers for details of these settlement arrangements and how such arrangements may affect your rights and interests.

股份以及未繳股款及繳足股款之供股股份之買賣可透過中央結算系統交收，務請諮詢 閣下之持牌股票經紀、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，以了解有關交收安排及該等安排對 閣下權利及權益之影響之詳情。

The Rights Issue is subject to the fulfilment and/or waiver (where applicable) of the conditions precedent set out under the paragraph headed “LETTER FROM THE BOARD – THE COMPENSATORY ARRANGEMENT – CONDITIONS OF THE RIGHTS ISSUE AND THE UNDERWRITING AGREEMENT” in the Prospectus. If any of the conditions precedent of the Rights Issue is not fulfilled or waived (where applicable), at or before 4:00 p.m. on Thursday, 24 April 2025 (or such later time or date as the Company and the Underwriter may agree), the Rights Issue will not proceed.

供股須待章程「董事會函件－補償安排－供股及包銷協議之條件」一段所載先決條件獲達成及／或豁免(如適用)後，方可作實。倘供股的任何先決條件於二零二五年四月二十四日(星期四)下午四時正或之前(或本公司與包銷商可能協定的有關較後時間或日期)未獲達成或豁免(如適用)，則供股將不會進行。

The Underwriting Agreement contains provisions granting the Underwriter a right to terminate the Underwriting Agreement on the occurrence of certain events, which are set out in the section headed “TERMINATION OF THE UNDERWRITING AGREEMENT” below. If the Underwriter terminates the Underwriting Agreement or any of the conditions precedent of the Rights Issue is not fulfilled or waived (as applicable) at or before 4:00 p.m. on Thursday, 24 April 2025 (or such later time or date as the Company and the Underwriter may agree), the Rights Issue will not proceed.

包銷協議載列授予包銷商權利於發生若干事件時終止包銷協議的條文，其載於下文「終止包銷協議」一節。倘包銷商於二零二五年四月二十四日(星期四)下午四時正或之前(或本公司與包銷商可能協定的有關較後時間或日期)終止包銷協議或供股的任何先決條件未獲達成或獲豁免(如適用)，則供股將不會進行。

Subject to the granting of the listing of, and the 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 respective commencement dates of dealings in the Rights Shares 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.

待供股股份(未繳股款及繳足股款形式)獲准於聯交所上市及買賣以及遵守香港結算之股份接納規定後，供股股份(未繳股款及繳足股款形式)將獲香港結算接納為合資格證券，自供股股份於聯交所各自之開始買賣日期或香港結算所釐定之其他日期起，可於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所進行之交易，須於其後第二個交易日於中央結算系統內交收。於中央結算系統內進行之所有活動均須遵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。

All times and dates stated in this PAL refer to Hong Kong local times and dates.

本暫定配額通知書所述所有日期及時間均指香港本地日期及時間。

In case of any inconsistency between the English and Chinese versions of this PAL, the English version will prevail.

倘本暫定配額通知書之中英文版本有任何歧義，概以英文版本為準。

Shareholders should note that the Shares have been dealt in on an ex-rights basis from Wednesday, 26 February 2025. Dealings in the Rights Shares in the nil-paid form will take place from Tuesday, 1 April 2025 to Wednesday, 9 April 2025 (both dates inclusive).

股東務請注意，股份自二零二五年二月二十六日(星期三)起按除權基準買賣。未繳股款形式的供股股份之買賣將於二零二五年四月一日(星期二)至二零二五年四月九日(星期三)(包括首尾兩日)進行。

Any Shareholder or other person dealing in the Shares and/or the nil-paid Rights Shares up to the date which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which the Underwriter’s right of termination of the Underwriting Agreement ceases) will accordingly bear the risk that the Rights Issue may not become unconditional and/or may not proceed. Shareholders and the public are reminded to exercise caution when dealing in the Shares and any dealings in the Rights Shares in their nil-paid form from Tuesday, 1 April 2025 to Wednesday, 9 April 2025 (both dates inclusive) will accordingly bear the risk that the Rights Issue cannot become unconditional and may not proceed. Any Shareholders or other persons contemplating any dealings in the Shares or nil-paid Rights Shares are recommended to consult their own professional adviser(s).

於直至供股的所有條件獲達成當日(及包銷商終止包銷協議的權利終止當日)前買賣股份及／或未繳股款供股股份的任何股東或其他人士，將因而承擔供股可能不會成為無條件及／或可能不會進行的風險。股東及公眾人士於買賣股份時務請審慎行事，且於二零二五年四月一日(星期二)至二零二五年四月九日(星期三)(包括首尾兩日)買賣任何未繳股款供股股份，將因而承擔供股可能不會成為無條件及可能不會進行的風險。任何擬買賣股份或未繳股款供股股份之股東或其他人士務請諮詢其本身之專業顧問。

**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作出的所有申請均須受香港法例規管及按其詮釋。

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

Hatcher Group Limited  
亦辰集團有限公司\*  
(incorporated in the Cayman Islands with limited liability)  
(於開曼群島註冊成立的有限公司)  
(Stock Code: 8365)  
(股份代號：8365)

RIGHTS ISSUE ON  
THE BASIS OF THREE (3) RIGHTS SHARE  
FOR EVERY ONE (1) SHARE HELD ON THE RECORD DATE  
AT THE SUBSCRIPTION PRICE OF HK\$0.25 PER RIGHTS SHARE  
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN  
4:00 P.M. ON MONDAY, 14 APRIL 2025  
於記錄日期每持有一(1)股股份可獲發三(3)股供股股份之基準  
按認購價每股供股股份0.25港元進行之供股  
股款須於接納時  
(即不遲於二零二五年四月十四日(星期一)下午四時正)繳足

PROVISIONAL ALLOTMENT LETTER  
暫定配額通知書

Registered Office:  
Cricket Square,  
Hutchins Drive,  
P.O. Box 2681  
Grand Cayman  
KYT1-111  
Cayman Islands

Principal Place of Business  
in Hong Kong:  
21/F., Low Block  
Grand Millennium Plaza  
181 Queen's Road Central  
Hong Kong

註冊辦事處：  
Cricket Square,  
Hutchins Drive,  
P.O. Box 2681  
Grand Cayman  
KYT1-111  
Cayman Islands

香港主要經營地點：  
香港  
皇后大道中181號  
新紀元廣場  
低座21樓

28 March 2025  
二零二五年三月二十八日

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

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

Total number of Shares registered in your name(s) on Thursday, 6 March 2025  
於二零二五年三月六日(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, 14 April 2025  
暫定配發予閣下之供股股份數目，惟須不遲於二零二五年四月十四日(星期一)下午四時正接納時全數繳足股款方可作實

BOX B  
乙欄

Total subscription monies payable on acceptance in full  
接納時應全數繳足之認購股款總額

BOX C  
丙欄

HK\$  
港元

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

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

Please insert your contact telephone number here:  
請在此填上閣下之聯絡電話號碼：\_\_\_\_\_

A SEPARATE CHEQUE OR BANKER'S CASHIER ORDER MUST ACCOMPANY EACH APPLICATION  
NO RECEIPT WILL BE GIVEN FOR REMITTANCE  
每份申請須隨附一張獨立開出之支票或銀行本票  
本公司將不會發出股款收據

\* For identification purpose only  
僅供識別

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), HONG KONG 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 HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG 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.

於轉讓認購供股股份之權利時，每宗買賣均須繳付香港從價印花稅。實益權益之饋贈或轉讓（而非出售）亦須繳付香港從價印花稅。於登記轉讓本文件所述任何轉讓認購供股股份之權利前，須出示已繳付香港從價印花稅之證明。

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/its/their right(s) to subscribe for the Rights Shares comprised herein)  
(僅供擬悉數轉讓其／彼等於本暫定配額通知書所列供股股份認購權之合資格股東填寫及簽署)

Form B

表格乙

To:     The Directors,  
          Hatcher Group Limited

致：    亦辰集團有限公司  
          列位董事

Dear Sirs and Madams,  
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／吾等謹將本暫定配額通知書所述本人／吾等之供股股份認購權悉數轉讓予接受此權利並簽署以下登記申請表格（表格丙）之人士。

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

Signature(s) of the Qualifying Shareholders (all joint Shareholders must sign)  
合資格股東簽署（所有聯名合資格股東均需簽署）

Date: \_\_\_\_\_ 2025

日期：二零二五年\_\_\_\_\_

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

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)  
(僅供承讓供股股份認購權之人士填寫及簽署)

Form C

表格丙

To:     The Directors,  
          Hatcher Group Limited

致：    亦辰集團有限公司  
          列位董事

Dear Sirs and Madams,  
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 and articles of association of the Company.  
敬啟者：  
本人／吾等謹請 閣下將表格甲之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章程所載條款，以及在本公司的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。聯名申請人僅需填寫排名首位申請人之地址。  
For Chinese applicant(s), please provide your name in both English and Chinese.  
中國籍申請人請填寫中英文姓名。

Name in English 英文姓名	Family name/Company name 姓氏／公司名稱	Other name(s) 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（聯名申請人僅需填寫排名首位申請人之地址）			
Occupation 職業		Telephone 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 number 銀行賬戶號碼		

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

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

Date: \_\_\_\_\_ 2025

日期：二零二五年\_\_\_\_\_

Hong Kong ad valorem stamp duty is payable in connection with the acceptance of rights to subscribe for the Rights Shares.  
接納認購供股股份之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 REGISTRAR, TRICOR INVESTOR SERVICES LIMITED, AT 17/F, FAR EAST FINANCE CENTRE, 16 HARCOURT ROAD, HONG KONG TOGETHER WITH A REMITTANCE, BY CHEQUE OR BANKER'S CASHIER 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 MONDAY, 14 APRIL 2025 (OR, UNDER BAD WEATHER CONDITIONS AND/OR EXTREME CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED “**EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES**” BELOW). ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS BY CHEQUES WHICH MUST BE DRAWN ON AN ACCOUNT WITH, OR BANKER'S CASHIER ORDERS WHICH MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO “**HATCHER GROUP LIMITED**” 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所述供股股份的暫定配額，須不遲於二零二五年四月十四日（星期一）下午四時正（或於惡劣天氣及／或極端情況下根據下文「**惡劣天氣及／或極端情況對接納供股股份及繳付股款之最後時限之影響**」一段所述之有關較後日期或時間）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的支票或銀行本票送達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，並以香港持牌銀行賬戶開出的支票或香港持牌銀行發出的銀行本票支付，以「**HATCHER GROUP LIMITED**」為收款人，並以「**只准入抬頭人賬戶**」劃線方式開出。

**有關轉讓及分拆的指示載於附頁。**

**本公司將不會就有關股款發出收據。**

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

# Hatcher Group Limited

## 亦辰集團有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 8365)

28 March 2025

Dear Qualifying Shareholder(s),

### INTRODUCTION

Reference is made to the prospectus of Hatcher Group Limited dated 28 March 2025 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. 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 three (3) Rights Shares for every one (1) Share held on the Record Date and registered in your name(s) as at the Record Date (i.e. Thursday, 6 March 2025) at a subscription price of HK\$0.25 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

Subject to the granting of the listing of, and the 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 respective commencement dates of dealings in the Rights Shares 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.

The Rights Shares (when allotted, fully-paid or credited as fully-paid and issued) will rank *pari passu* in all respects among themselves and with the Shares in issue on the date of allotment and issue of the Rights Shares. Holders of the 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 fully paid Rights Shares. Dealings in the Rights Shares in both their nil-paid and fully-paid forms will be subject to payment of, Stock Exchange trading fee, transaction levy, investor compensation levy or any other applicable fees and charges in Hong Kong.

The Underwriter has the right under the Underwriting Agreement to terminate the Underwriting Agreement by notice to the Company at any time prior to the Latest Time for Termination in certain circumstances set out in the Underwriting Agreement. Details of the circumstances in which the Underwriter has the right to terminate the Underwriting Agreement are set out below in the section headed “TERMINATION OF THE UNDERWRITING AGREEMENT”.

The Rights Issue is conditional upon the fulfillment of the conditions set out under the paragraph headed “LETTER FROM THE BOARD – THE COMPENSATORY ARRANGEMENT – Conditions of the Rights Issue and the Underwriting Agreement” 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.

### PROCEDURES FOR ACCEPTANCE AND PAYMENT

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. (Hong Kong time) on Monday, 14 April 2025 (or, under bad weather conditions and/or extreme conditions, such later date as mentioned in the paragraph headed “EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES” below). All remittances must be made in Hong Kong dollars by cheques which must be drawn on an account with, or by banker’s cashier orders which must be issued by, a licensed bank in Hong Kong and made payable to “**HATCHER GROUP LIMITED**” and crossed “**Account Payee Only**”. No receipt will be issued in respect of any application monies received.

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. (Hong Kong time) on Monday, 14 April 2025, 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. 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.

## **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 Monday, 14 April 2025 (or, under bad weather conditions and/or extreme conditions, such later time or date as mentioned in the paragraph headed **“EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES”** below).

## **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 part or all of 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, 3 April 2025 to the Registrar, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at the Registrar’s address set out above after 9:00 a.m. on the second Business Day after your surrender of the original PAL. It should be noted that Hong Kong ad valorem 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.

## **EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES**

The latest time for acceptance of and payment for the Rights Shares will not take place at the time indicated above if a typhoon signal No. 8 (or above), “extreme conditions” caused by super typhoons as announced by the Government of the Hong Kong Special Administrative Region, or a “black” rainstorm warning is:

- (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 date of the Latest Time for Acceptance. Instead the Latest Time for Acceptance will be extended to 5:00 p.m. on the same Business Day; or
- (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the date of the Latest Time for Acceptance. Instead 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.

If the Latest Time for Acceptance does not take place on the currently scheduled date, the dates mentioned in the section headed **“EXPECTED TIMETABLE”** in the Prospectus may be affected. Announcement will be made by the Company in such event as soon as practicable.

## **WARNING OF THE RISKS OF DEALING IN THE SHARES AND NIL-PAID RIGHTS SHARES**

Shareholders and potential investors of the Company should note that the Rights Issue is conditional upon, among others, the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with the terms thereof. Accordingly, the Rights Issue may or may not proceed.

Dealings in the Rights Shares in nil-paid form are expected to take place from Tuesday, 1 April 2025 to Wednesday, 9 April 2025 (both dates inclusive). Any Shareholder or other person dealing in the Shares and/or the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue are fulfilled (and the date on which the Underwriter’s right of termination of the Underwriting Agreement ceases) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

Shareholders and potential investors are advised to exercise caution when dealing in the Shares and/or the nil-paid Rights Shares. Any party who is in any doubt about his/her/its position or any action to be taken is recommended to consult his/her/its own professional adviser(s).

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

All cheques or banker's cashier orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Any PAL in respect of which the cheque or banker's cashier order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. 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, without interest, will be made out to you if the overpaid amount is HK\$100 or above.

Completion and return of the PAL with a cheque or a banker's cashier order, whether by a Qualifying Shareholder or by any nominated transferee(s), will constitute a warranty by the applicant that the cheque or banker's cashier order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any PAL in respect of which the cheque or banker's cashier order is dishonoured on first presentation, and in that event, the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

## **CERTIFICATES OF THE RIGHTS SHARES AND REFUND CHEQUES FOR THE RIGHTS ISSUE**

Subject to fulfilment of the conditions of the Rights Issue, share certificates for the fully-paid Rights Shares are expected to be sent on or before Tuesday, 29 April 2025 to those entitled thereto by ordinary post, at their own risk, to their registered addresses. If the Underwriting Agreement is terminated or not becoming unconditional, refund cheques will be despatched on or before Tuesday, 29 April 2025 by ordinary post, at the respective Shareholders' own risk, to their registered addresses.

## **TERMINATION OF THE UNDERWRITING AGREEMENT**

If, at any time prior to the Latest Time for Termination, in the absolute opinion of the Underwriter:

- (a) the success of the Rights Issue would be affected by:
  - (i) 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 opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; 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 generis 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 opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
  - (iii) any material adverse change in the business or in the financial or trading position of the Group as a whole; or
- (b) 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) occurs which in the reasonable opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (c) the Prospectus Documents when published contain information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the GEM Listing Rules or any applicable regulations) which has not prior to the date hereof been publicly announced or published by the Company and which may in the opinion of the Underwriter is material to the Group as a whole and is likely to affect the success of the Rights Issue or might cause a prudent investor not to accept the Rights Shares provisionally allotted to it;

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

**If the Underwriter terminates the Underwriting Agreement, the Rights Issue will not proceed. A further announcement would be made by the Company if the Underwriting Agreement is terminated by the Underwriter.**

## GENERAL

Lodgment of this PAL with, where relevant, the “FORM OF TRANSFER AND NOMINATION” (Form B) 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 PALs and/or share certificates.

## PERSONAL DATA COLLECTION – PAL

By completing, signing and submitting 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) (the “**Ordinance**”) 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 Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to (i) the Company, at its principal place of business in Hong Kong at 21/F., Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong or 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 Privacy Compliance Officer.

Yours faithfully,  
For and on behalf of  
**Hatcher Group Limited**  
**Hui Ringo Wing Kun**  
*Executive Director*

# Hatcher Group Limited

## 亦辰集團有限公司

(於開曼群島註冊成立的有限公司)

(股份代號：8365)

敬啟者：

### 緒言

茲提述亦辰集團有限公司就供股刊發日期為二零二五年三月二十八日之章程(「章程」)。除文義另有所指外，本暫定配額通知書所用詞彙與章程所界定者具有相同涵義。根據章程所載條款，董事已按於記錄日期(即二零二五年三月六日(星期四))以閣下名義登記及持有於記錄日期每持有一(1)股股份可獲發三(3)股供股股份之基準，按每股供股股份0.25港元之認購價向閣下暫定配發供股股份。閣下於記錄日期持有之股份列於表格甲之甲欄，而閣下獲暫定配發之供股股份數目列於表格甲之乙欄。

### 供股股份

待供股股份(未繳股款及繳足股款形式)獲准於聯交所上市及買賣以及遵守香港結算之股份接納規定後，供股股份(未繳股款及繳足股款形式)將獲香港結算接納為合資格證券，自供股股份於聯交所各自之開始買賣日期或香港結算所釐定之其他日期起，可於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所進行之交易，須於其後第二個交易日於中央結算系統內交收。於中央結算系統內進行之所有活動均須遵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。

供股股份(當配發、繳足股款或入賬為繳足及已發行時)將在各方面與彼此以及於配發及發行供股股份當日的已發行股份享有同等地位。繳足股款供股股份的持有人將有權收取在繳足股款供股股份配發及發行日期或之後可能宣派、作出或支付的所有未來股息及分派。買賣未繳股款及繳足股款供股股份須繳付聯交所交易費、交易徵費、投資者賠償徵費或香港的任何其他適用費用及收費。

根據包銷協議，包銷商有權在包銷協議內所載之若干情況下，於最後終止時限前隨時向本公司發出通知終止包銷協議。有關包銷商有權終止包銷協議之情況詳情載於下文「終止包銷協議」一節內。

供股須待章程「董事會函件—補償安排—供股及包銷協議之條件」一段所載之條件獲達成後方可作實。倘該等條件未獲達成或包銷協議按其條款予以終止，供股將不會進行。

### 接納及付款手續

閣下如欲全數接納暫定配額，須不遲於二零二五年四月十四日(星期一)下午四時正(香港時間)(或於惡劣天氣及／或極端情況下根據下文「惡劣天氣及／或極端情況對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期)，按暫定配額通知書所印列之指示將暫定配額通知書連同須於接納時全數繳足之股款，送達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)。所有股款須以港元支付，並以香港持牌銀行賬戶開出的支票或香港持牌銀行發出的銀行本票支付，以「HATCHER GROUP LIMITED」為收款人，並以「只准入抬頭人賬戶」劃線方式開出。概不會就所接獲之任何申請款項發出收據。

務請注意，除非原承配人或任何有效承讓暫定配額之人士不遲於二零二五年四月十四日(星期一)下午四時正(香港時間)將已填妥之暫定配額通知書連同適當股款交回過戶登記處，否則暫定配額通知書下之有關暫定配額及一切權利及配額將被視為已遭拒絕及將予註銷。本公司可全權酌情視一份暫定配額通知書為有效，並對交回或代為交回有關表格之人士具有約束力，即使該暫定配額通知書並未根據有關指示填妥。

## 轉讓

閣下如欲轉讓 閣下根據本暫定配額通知書獲暫定配發之供股股份之全部認購權，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)，並須不遲於二零二五年四月十四日(星期一)下午四時正(或於惡劣天氣及／或極端情況下根據下文「**惡劣天氣及／或極端情況對接納供股股份及繳付股款之最後時限之影響**」一段所述之有關較後日期或時間)將本暫定配額通知書整份連同表格甲內之丙欄所示接納時應繳付之全部股款送達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)。

## 分拆

閣下如僅欲接納部分暫定配額，或轉讓 閣下根據本暫定配額通知書獲暫定配發之供股股份之部分認購權，或向超過一名人士轉讓 閣下之部分或全部權利，則須不遲於二零二五年四月三日(星期四)下午四時三十分將原暫定配額通知書交回及送達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)予以註銷，過戶登記處將會註銷原暫定配額通知書並按所需數目發出新暫定配額通知書。新暫定配額通知書將可於 閣下交回原暫定配額通知書後第二個營業日上午九時正後於上文所載過戶登記處之地址領取。務請注意， 閣下轉讓認購相關供股股份的權利予承讓人以及承讓人接納有關權利須繳納香港從價印花稅。

## 惡劣天氣及／或極端情況對接納供股股份及繳付股款之最後時限之影響

倘出現香港特別行政區政府宣佈八號(或以上)颱風訊號；或超強颱風導致「極端情況」；或「黑色」暴雨警告訊號，則接納供股股份及繳付股款之最後時限將不會在上述時間發生：

- (i) 於最後接納時限當日香港本地時間中午十二時正之前生效但於中午十二時正之後取消，則最後接納時限將延至同一營業日下午五時正；或
- (ii) 於最後接納時限當日香港本地時間中午十二時正至下午四時正期間生效，則最後接納時限將改為下一個於香港上午九時正至下午四時正期間的任何時間並無懸掛上述警告訊號的營業日下午四時正。

倘最後接納時限並非於目前計劃日期發生，則載於章程「預期時間表」一節所述的日期可能會受到影響。在該情況下，本公司將在實際可行情況下盡快另作公告。

## 買賣股份及未繳股款供股股份的風險警告

股東及本公司潛在投資者務請注意，供股須待(其中包括)包銷協議成為無條件及包銷商概無根據包銷協議的條款終止包銷協議。因此，供股可能會亦可能不會進行。

未繳股款形式的供股股份之買賣預期於二零二五年四月一日(星期二)至二零二五年四月九日(星期三)(包括首尾兩日)進行。於直至供股的所有條件達成當日(及包銷商終止包銷協議的權利終止當日)前買賣股份及／或未繳股款供股股份的任何股東或其他人士，將因而承擔供股可能不會成為無條件或可能不會進行的風險。

股東及潛在投資者於買賣股份及／或未繳股款供股股份時務請審慎行事。任何人士如對本身之狀況或應採取之任何行動有任何疑問，務請諮詢其本身之專業顧問。

## 支票及銀行本票

所有支票或銀行本票將於收訖後隨即過戶，而有關款項賺取的所有利息（如有）將撥歸本公司所有。任何支票或銀行本票於首次過戶時未能兌現的暫定配額通知書均可遭拒絕受理，而在該情況下，該暫定配額及其項下的一切權利將被視作已遭拒絕及將予註銷。閣下申請供股股份時須繳付準確股款金額，未繳足股款的申請將不獲受理。在多繳申請金額之情況下，閣下將會獲發退款支票，不計利息（倘多繳金額為100港元或以上）。

填妥暫定配額通知書並連同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），即表示申請人保證支票或銀行本票可於首次過戶時兌現。在不損害本公司其他有關權利之情況下，本公司保留權利拒絕受理任何支票或銀行本票於首次過戶時未能兌現之暫定配額通知書，而在該情況下，該暫定配額及其項下的一切權利將被視作已遭拒絕及將予註銷。

## 供股股份證書及供股退款支票

待達成供股條件後，預計繳足股款供股股份的股票將於二零二五年四月二十九日（星期二）或之前以普通郵遞方式寄往有權收取人士的登記地址，郵誤風險概由彼等自行承擔。倘包銷協議被終止或未成為無條件，退款支票將於二零二五年四月二十九日（星期二）或之前以普通郵遞方式寄往各股東的登記地址，郵誤風險概由彼等自行承擔。

## 終止包銷協議

倘於最後終止時限前任何時間，包銷商全權認為：

- (a) 供股之成功將受以下各項影響：
  - (i) 頒佈任何新法規或任何現行法例或法規（或其司法詮釋）之變動，或發生其他屬任何性質之事件，而包銷商可能認為對本集團之整體業務或財務或經營狀況或前景造成重大不利影響；或
  - (ii) 發生屬政治、軍事、財務、經濟或其他性質（不論是否與前述任何事項屬同類）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／或之後發生或持續之一連串事件或變動之一部分），或性質為任何本地、國家或國際騷動或敵對行為或武裝衝突之升級，或影響本地證券市場，而包銷商可能認為對本集團之整體業務或財務或經營狀況或前景造成重大不利影響；或
  - (iii) 本集團之整體業務或財務或經營狀況有任何重大不利變動；或
- (b) 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變動，或證券買賣被暫停或受到限制），而包銷商合理認為將導致進行供股屬不宜或不智之舉；或
- (c) 經刊發之章程文件載有於包銷協議日期前並未由本公司公開宣佈或刊發的資料（不論有關本集團之業務前景或狀況或有關其遵守任何法例或GEM上市規則或任何適用法規之資料），而包銷商可能認為對本集團整體而言乃屬重要，並可能會對供股之成功造成影響，或可能導致審慎的投資者拒絕接納其獲暫定配發之供股股份；

包銷商應有權通過於最後終止時限前向本公司送達書面通知而終止包銷協議。

**倘包銷商終止包銷協議，供股將不會進行。倘包銷商終止包銷協議，本公司將會作出進一步公告。**

**一般事項**

本暫定配額通知書連同（如相關）宣稱由獲發本暫定配額通知書人士所簽署之「轉讓及提名表格」（表格乙）一經交回，即表示交回之人士或各方就處理本暫定配額通知書及收取分拆暫定配額通知書及／或股票擁有最終所有權憑證。

**個人資料收集－暫定配額通知書**

閣下填妥、簽署及交回本暫定配額通知書，即表示同意向本公司、過戶登記處及／或彼等各自之顧問及代理披露個人資料及彼等所需有關 閣下或 閣下為其利益而接納供股股份暫定配額的人士之任何資料。香港法例第486章個人資料（私隱）條例（「**該條例**」）賦予證券持有人權利向本公司或過戶登記處確定是否持有彼等之個人資料、索取有關資料之文本及更正任何不準確之資料。根據該條例，本公司及過戶登記處有權就處理任何查閱資料之要求收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往(i)本公司於香港的主要經營地點（地址為香港皇后大道中181號新紀元廣場低座21樓，或根據適用法律不時作出通知之地點）並以本公司的公司秘書為收件人；或(ii)（視情況而定）過戶登記處（上文所示地址）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  
**亦辰集團有限公司**  
執行董事  
**許永權**  
謹啟

二零二五年三月二十八日