

IMPORTANT

IMPORTANT: If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.



上海拓璞数控科技股份有限公司

Shanghai Top Numerical Control Technology Co., Ltd.

(A joint stock company incorporated in the People's Republic of China with limited liability)

[REDACTED]

Number of [REDACTED] under the [REDACTED] : [REDACTED] H Shares (subject to the [REDACTED])

Number of [REDACTED] : [REDACTED] H Shares (subject to [REDACTED])

Number of [REDACTED] : [REDACTED] H Shares (subject to [REDACTED] and the [REDACTED])

Maximum [REDACTED] : HK\$[REDACTED] per H Share, plus [REDACTED] of 1%, SFC transaction levy of 0.0027%, Hong Kong [REDACTED] trading fee of 0.00565% and Accounting and Financial Reporting Council transaction levy of 0.00015% (payable in full on application and subject to refund on final pricing)

Nominal value : RMB[0.10] per H Share

[REDACTED] : [●]

Joint Sponsors, [REDACTED], [REDACTED], [REDACTED] and [REDACTED]



國泰海通
GUOTAI HAITONG



國泰君安國際
GUOTAI JUNAN INTERNATIONAL



建銀國際
CCB International

[REDACTED], [REDACTED], [REDACTED] and [REDACTED]

[●]

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A copy of this document, having attached thereto the documents specified in “Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display” in Appendix to this document, has been registered by 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 Securities and Futures Commission of Hong Kong and the Registrar of Companies in Hong Kong take no responsibility for the contents of this document or any of the other documents referred to above. The [REDACTED] is expected to be fixed by agreement between the [REDACTED], on behalf of the [REDACTED], and our Company on or about [REDACTED], [REDACTED] or such later time as may be agreed between the parties, but in any event, no later than 12:00 noon on [REDACTED], [REDACTED]. If, for any reason, the [REDACTED], on behalf of the [REDACTED], and our Company are unable to reach an agreement on the [REDACTED] by 12:00 noon on [REDACTED], [REDACTED], the [REDACTED] will not become unconditional and will lapse immediately.

The [REDACTED], on behalf of the [REDACTED], may, with the consent of our Company, reduce the indicative [REDACTED] range below that stated in this document (being HK\$[REDACTED] per H Share to HK\$[REDACTED] per H Share) at any time on or prior to the morning of the last date for lodging applications under the [REDACTED]. In such a case, notices of the reduction in the number of [REDACTED] and/or the indicative [REDACTED] range will be published on the websites of the Stock Exchange at www.hkexnews.hk and our Company at <https://www.topnc.com.cn> as soon as practicable but in any event not later than the morning of the day which is the last day for lodging applications under the [REDACTED]. For further information, see the sections headed “[REDACTED]” and “[REDACTED]” in this document.

Pursuant to the termination provisions contained in the [REDACTED] in respect of the [REDACTED], the [REDACTED] on behalf of the [REDACTED], have the right in certain circumstances, in their absolute discretion, to terminate the obligation of the [REDACTED] pursuant to the [REDACTED] at any time prior to 8:00 a.m. on the [REDACTED]. Further details of the terms of the termination provisions are set out in the section headed “[REDACTED] – [REDACTED] – [REDACTED] – Grounds for Termination”. It is important that you refer to that section for further details.

The [REDACTED] have not been and will not be registered under the U.S. Securities Act or any state securities laws in the United States, and may not be [REDACTED], sold, pledged or transferred, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in accordance with any applicable U.S. state securities laws. The [REDACTED] are being [REDACTED] and sold only outside of the United States in offshore transactions in reliance on Regulation S.

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]