

IRREVOCABLE UNDERTAKING OF SHAREHOLDER

To : Zijing International Financial Holdings Limited
Windward 3
Regatta Office Park
PO Box 1350
Grand Cayman KY1-1108
Cayman Islands

Date : 25 March 2024

1. I, being the shareholder of Zijing International Financial Holdings Limited (the "**Company**"), understand that the Company proposes to raise fund by way of rights issue (the "**Rights Issue**") of up to 448,000,000 rights shares of HK\$0.1 each (the "**Rights Shares**" and each a "**Rights Share**") at a subscription price of HK\$0.12 per Rights Share on the basis of five (5) Rights Shares for every one (1) existing share of HK\$0.1 each in the issued capital of the Company (the "**Shares**") held on the record date (i.e. the date by reference to which the Company can determine all entitlements under the Rights Issue) (the "**Record Date**").
2. As at the date of this irrevocable undertaking, I am a substantial shareholder of the Company, directly holding 13,879,000 Shares.
3. I hereby unconditionally and irrevocably undertake to the Company that I:-
 - (A) shall not sell, transfer or otherwise dispose of the Shares held by me during the period from the date of this irrevocable undertaking up to and including the date on which the Rights Issue has become unconditional or the date on which the Company announces that the Rights Issue will not proceed, whichever is earlier (both dates inclusive);
 - (B) shall accept and subscribe, and procure my nominee(s) (if applicable) to accept and subscribe, in full for all the Rights Shares in which I am beneficially entitled under the Rights Issue on and subject to the terms and conditions of the Rights Issue provided that the total number of Rights Shares to be subscribed by me under the Rights Issue will be scaled down to the extent that I and my associate(s) will not trigger a general offer obligation under the Code on Takeovers and Mergers in accordance with the note to Rule 10.26(2) of the Rules Governing the Listing of Securities on GEM of The Stock Exchange of Hong Kong Limited; and
 - (C) shall procure my nominee(s) (if applicable) to lodge the provisional allotment letters (the "**PAL(s)**") despatched to me together with remittance for the full amount payable on acceptance in accordance with the instructions printed on the prospectus in relation to the Rights Issue and the PAL and, in any event, not later than the time specified therefor in the PAL.

This irrevocable undertaking shall be governed by and construed and take effect in accordance with the laws of Hong Kong.

EXECUTED as a deed the day and year first above written

SIGNED, SEALED and DELIVERED by)
LEE CHUN WAI)
in the presence of :-)



MUI KAY BORN

