

To be valid, the whole of this Provisional Allotment Letter must be returned.

IMPORTANT

Reference is made to the prospectus issued by Rare Earth Magnesium Technology Group Holdings Limited (the “**Company**”) dated 6 October 2023 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.

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 FRIDAY, 20 OCTOBER 2023 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES” BELOW).

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, LICENSED DEALER IN SECURITIES OR REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.

A copy of this PAL, together with a copy of the Prospectus and other documents specified in the paragraph headed “**14. DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES IN HONG KONG**” in Appendix III to the Prospectus, have 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 Registrar of Companies in Hong Kong, the Stock Exchange and the SFC take no responsibility as to the contents of any of these documents.

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.

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

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 (a summary of which is set out in the sections headed “Letter from the Board – The Underwriting Agreement – Conditions of the Rights Issue and the Underwriting Agreement” and “Termination of the Underwriting Agreement” in the Prospectus). Accordingly, the Rights Issue may or may not proceed.

Shareholders should note that the existing Shares have been dealt in on an ex-rights basis from Wednesday, 13, September 2023. The nil-paid Rights Shares will be dealt in from Tuesday, 10 October 2023 to Tuesday, 17 October 2023 (both days inclusive).

Any dealings in the Shares from the date of the Prospectus up to the date on which the conditions of the Rights Issue are fulfilled or waived (as applicable), and any dealings in the nil-paid Rights Shares from Tuesday, 10 October 2023 to Tuesday, 17 October 2023 (both days inclusive) are accordingly subject to the risk that the Rights Issue may not become unconditional and may not proceed. Shareholders and potential investors should therefore exercise caution when dealing in the Shares and/or the nil-paid Rights Shares, and if you are in any doubt about your position, you are recommended to consult your professional advisers.

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 in both their nil-paid and fully-paid forms 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.

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

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

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

本暫定配額通知書必須整份交還，方為有效。

重要提示

茲提述稀鎂科技集團控股有限公司(「**本公司**」)所刊發日期為二零二三年十月六日有關供股之章程(「**章程**」)。暫定配額通知書應與章程一併閱讀。除文義另有所指外，本文件所用詞彙與章程所界定者具有相同涵義。

本暫定配額通知書(「**暫定配額通知書**」)乃具有價值及可轉讓，並應即時處理。本暫定配額通知書所載之要約將於二零二三年十月二十日(星期五)下午四時正(或下文「**惡劣天氣對接納供股股份與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)屆滿。

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、持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

本暫定配額通知書連同章程及於章程附錄三「**14. 送呈香港公司註冊處處長之文件**」一段所述之其他文件，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、聯交所及證監會對任何此等文件之內容概不負責。

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，概不對因本暫定配額通知書全部或任何部份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。

股份及供股股份(以未繳股款及繳足股款形式)之買賣可透過香港結算營運之中央結算系統進行交收，閣下應就該等交收安排及該等安排對閣下權利及權益可能構成之影響之詳情，諮詢閣下之股票經紀、持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

供股須待(其中包括)包銷協議成為無條件且包銷商並無根據包銷協議之條款(有關概要載於章程「董事會函件－包銷協議－供股及包銷協議之條件」及「終止包銷協議」各節)終止包銷協議後，方可作實。因此，供股可能會亦可能不會進行。

股東須注意，現有股份已自二零二三年九月十三日(星期三)起按除權基準進行買賣。未繳股款供股股份將於二零二三年十月十日(星期二)至二零二三年十月十七日(星期二)(包括首尾兩日)進行買賣。

因此，於章程日期至供股條件獲達成或豁免(倘適用)止期間買賣任何股份及於二零二三年十月十日(星期二)至二零二三年十月十七日(星期二)(包括首尾兩日)止期間買賣任何未繳股款供股股份，將承擔供股可能不會成為無條件及可能不會進行之風險。因此，股東及潛在投資者於買賣股份及／或未繳股款供股股份時，務必審慎行事，如閣下對自身之情況有任何疑問，應諮詢閣下之專業顧問。

待供股股份(以未繳股款及繳足股款形式)獲批准於聯交所上市及買賣並符合香港結算之股份接納規定後，供股股份(以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，可自供股股份(以未繳股款及繳足股款形式)各自於聯交所開始買賣之日或香港結算釐定之有關其他日期起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進行之交易須在其後第二個交易日在中央結算系統內進行交收。於中央結算系統內進行之一切活動必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。

本暫定配額通知書所述之所有時間及日期均指香港本地時間及日期。

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。

本暫定配額通知書及據此作出之所有申請均須受香港法例規管及按其詮釋。



稀镁科技
REMT

稀镁科技集團控股有限公司

RARE EARTH MAGNESIUM TECHNOLOGY GROUP HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock code: 601)

(股份代號：601)

**RIGHTS ISSUE ON THE BASIS OF ONE (1) RIGHTS SHARE FOR
EVERY TWO (2) EXISTING SHARES HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$0.08 PER RIGHTS SHARE
PAYABLE IN FULL ON ACCEPTANCE
BY NO LATER THAN 4:00 P.M. ON FRIDAY, 20 OCTOBER 2023**

按於記錄日期

**每持有兩 (2) 股現有股份獲發一 (1) 股供股股份之基準
以每股供股股份 0.08 港元之認購價進行供股
股款須不遲於二零二三年十月二十日(星期五)
下午四時正接納時繳足**

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

*Hong Kong Branch Share registrar
and transfer office:*

Tricor Secretaries Limited
17/F, Far East Finance Centre
16 Harcourt Road
Hong Kong

香港股份過戶登記分處：
卓佳秘書商務有限公司
香港
夏慤道16號
遠東金融中心17樓

Registered Office:

Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

*Principal place of business
in Hong Kong:*

16th Floor, Tower 5
The Gateway
Harbour City
Tsim Sha Tsui, Kowloon
Hong Kong

註冊辦事處：

Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

香港主要營業地點：
香港九龍尖沙咀海港城
港威大廈第5座16樓

6 October 2023
二零二三年十月六日

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

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

Total number of Shares registered in your name(s) on
Thursday, 21 September 2023

於二零二三年九月二十一日(星期四)登記於閣下名
下之股份總數

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 Friday, 20 October 2023

暫定配發予閣下之供股股份數目，股款須不遲於二零
二三年十月二十日(星期五)下午四時正接納時繳足

BOX B

乙欄

Total subscription monies payable in full upon acceptance
於接納時全數應繳之認購股款總額

BOX C

丙欄

HKS
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：

Please insert your contact telephone number
here:

請在此填上閣下的聯絡電話：

Cheque/ banker's cashier
order number:

支票／銀行本票號碼：

Provisional Allotment Letter No.

暫定配額通知書編號

TO ACCEPT THE PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE COMPANY'S BRANCH SHARE REGISTRAR IN HONG KONG, TRICOR SECRETARIES LIMITED AT 17/F, FAR EAST FINANCE CENTRE, 16 HARCOURT ROAD, HONG KONG (THE "REGISTRAR"), TOGETHER WITH A REMITTANCE, BY CHEQUE OR BANKER'S CASHIER ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT PAYABLE ON ACCEPTANCE SHOWN IN BOX C IN FORM A SO AS TO BE RECEIVED BY THE REGISTRAR NO LATER THAN 4:00 P.M. ON FRIDAY, 20 OCTOBER 2023 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES" IN THE ENCLOSED SHEET). 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 "Rare Earth Magnesium Technology Group Holdings 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列之供股股份暫定配額，必須將本暫定配額通知書整份連同表格甲之丙欄所示於接納時應繳之全數股款之港元支票或銀行本票，在不遲於二零二三年十月二十日(星期五)下午四時正(或於惡劣天氣情況下，於附頁「惡劣天氣對接納供股股份與繳付股款之最後時限之影響」一段所述之較後時間或日期)前送達本公司之香港股份登記分處卓佳秘書商務有限公司，地址為香港夏慤道16號遠東金融中心17樓(「登記處」)。所有股款須以港元繳付，並須以在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。所有支票或銀行本票均須註明抬頭人為「Rare Earth Magnesium Technology Group Holdings Limited」及以「只准入抬頭人賬戶」劃線方式開出。

有關轉讓及分拆之指示亦載於附頁。本公司將不會就有關股款另發收據。

接納本暫定配額通知書所載暫定配額之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。

**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
本公司將不會就股款另發收據

IN THE EVENT OF TRANSFER OF RIGHT(S) 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 ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓可認購供股股份之認購權，每項買賣均須繳付香港從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之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任何供股股份之權利前，須出示已繳付香港從價印花稅之證明。

Form 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/its/their right(s) to subscribe for the Rights Share(s) comprised herein)
(只供擬轉讓彼／彼等認購本暫定配額通知書所列供股股份之全部權利之合資格股東填寫及簽署)

To: The Directors
Rare Earth Magnesium Technology Group Holdings Limited
致： 稀鎂科技集團控股有限公司
列位董事 台照

Dear Sir/Madam,

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／吾等之供股股份之認購權悉數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。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 Shareholder(s) (all joint Shareholders must sign)
合資格股東簽署(所有聯名股東均須簽署)

Date: _____ 2023 日期：二零二三年 _____ 月 _____ 日

Hong Kong ad valorem stamp duty is payable in connection with the transfer of right(s) to subscribe for the Rights Share(s).
閣下須就轉讓認購供股股份之權利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 right(s) to subscribe for the Rights Share(s) have been transferred)
(只供承讓供股股份認購權之人士填寫及簽署)

To: The Directors
Rare Earth Magnesium Technology Group Holdings Limited
致： 稀鎂科技集團控股有限公司
列位董事 台照

Dear Sir/Madam,

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 articles of association 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之乙欄所列之供股股份數目，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，以及在貴公司之組織章程細則規限下，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) 現有股東
Please mark "X" in this box 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之申請人地址。
For Chinese applicant(s), please provide your name(s) 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 or Company name 姓氏或公司名稱	Other names 其他名字	Name in Chinese 中文姓名
Name continuation and/or full name(s) of joint applicant(s) in English (if applicable) 姓名(續)及／或聯名申請人英文全名(如適用)			
Address in English (joint applicants should give the address of the first-named applicant only) 英文地址(聯名申請人只須填報排名首位申請人之地址)			
Occupation 職業		Telephone number 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 applicant(s) must sign)
申請人簽署(所有聯名申請人均須簽署)

Date: _____ 2023 日期：二零二三年 _____ 月 _____ 日

Hong Kong ad valorem stamp duty is payable in connection with the acceptance of your right(s) to subscribe for the Rights Share(s).
閣下須就接納可認購供股股份之權利繳付香港從價印花稅。

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稀镁科技
REMT

稀镁科技集團控股有限公司

RARE EARTH MAGNESIUM TECHNOLOGY GROUP HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 601)

6 October 2023

Dear Qualifying Shareholder(s),

INTRODUCTION

Reference is made to the prospectus of Rare Earth Magnesium Technology Group Holdings Limited (the “**Company**”) dated 6 October 2023 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 and conditions of this PAL and those set out in the Prospectus and subject to the articles of association of the Company, the Directors have provisionally allotted to you a number of Rights Shares on the basis of one (1) Rights Share for every two (2) existing Shares held and registered in your name(s) as at the Record Date (i.e. Thursday, 21 September 2023) at a subscription price of HK\$0.08 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, shall rank pari passu in all respects with the Shares then in issue, including the right to receive all dividends and distributions which may be declared, made or paid with a record date which falls on or after the date of allotment of the Rights Shares in their fully-paid form.

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 in both their nil-paid and fully-paid forms 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 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 (a summary of which is set out in the sections headed “Letter from the Board – The Underwriting Agreement – Conditions of the Rights Issue” and “Termination of the Underwriting Agreement” in the Prospectus). Accordingly, the Rights Issue may or may not proceed.

PROCEDURES FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact in accordance with the instructions printed herein with the Registrar, Tricor Secretaries Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, together with a remittance in Hong Kong dollars for the full amount payable on acceptance, as set out in Box C in Form A so as to be received by the Registrar by no later than 4:00 p.m. on Friday, 20 October 2023 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed “**EFFECT OF BAD WEATHER 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 “Rare Earth Magnesium Technology Group Holdings Limited” and crossed “**Account Payee Only**”. Such payment will constitute acceptance of the provisional allotment of the Rights Shares on the terms of this PAL and the Prospectus and subject to the articles of association 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 Registrar at the above address.

It should be noted that, unless the duly completed PAL, together with the appropriate remittance for the amount shown in Box C in Form A, has been lodged with the Registrar for registration as described above by no later than 4:00 p.m. on Friday, 20 October 2023 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed **“EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES”** below) whether by the original allottee or any person to whom the provisional allotment has been validly transferred, the relevant 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 but may, at its sole 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 applicants at a later stage.

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 the completed and signed 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 Secretaries 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 Friday, 20 October 2023 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed **“EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES”** below).

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.

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 entire and original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Thursday, 12 October 2023 to the Registrar, Tricor Secretaries 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.

EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES

The latest time for acceptance of and payment for Rights Shares will not take place at the time indicated above if there is a tropical cyclone warning signal number 8 or above, a “black” rainstorm warning or “extreme conditions” caused by super typhoons as announced by the Government of Hong Kong:

- (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on Friday, 20 October 2023. Instead, the latest time for acceptance of and payment for the Rights Shares 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 Friday, 20 October 2023. Instead, the latest time for 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.

If the latest time for acceptance of and payment for the Rights Shares does not take place on Friday, 20 October 2023, the dates mentioned in the section headed “Expected Timetable” of the Prospectus may be affected. The Company will notify the Shareholders by way of announcement(s) of any change to the expected timetable as soon as practicable.

FRACTIONAL ENTITLEMENTS

In any event, fractions of the Rights Shares in nil-paid form will not be provisionally allotted to any of the Qualifying Shareholders. All fractions of Rights Shares will be aggregated (and rounded down to the nearest whole number of a Share) and all nil-paid Rights Shares arising from such aggregation will be sold in the market for the benefit of the Company if a premium (net of expenses) can be achieved, and the Company will keep the net proceeds for its own benefit.

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

It should be noted that the existing Shares have been dealt in on an ex-rights basis from Wednesday, 13 September 2023. Dealings in the Rights Shares in the nil-paid form will take place from Tuesday, 10 October 2023 to Tuesday, 17 October 2023 (both days inclusive). If any of the conditions of the Rights Issue is not fulfilled or waived (as applicable) or if the Underwriter exercises the right to terminate the Underwriting Agreement on 5:00 p.m. on Thursday, 26 October 2023 (or such other date as the Company and the Underwriter may agree in writing), the Rights Issue will not proceed.

Any Shareholder or other person dealing in the existing Shares and/or the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue are fulfilled or waived (as applicable) (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 of the Company are advised to exercise caution when dealing in the existing Shares and/or the nil-paid Rights Shares. Any party (including Shareholders and potential investors of the Company) 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 application 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 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. You must pay the exact amount payable upon application for the Rights Shares, any underpaid application will be rejected. Completion and return of this PAL together with a cheque or banker's cashier 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 banker's cashier order will be honoured on first presentation.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

Subject to fulfilment or waiver (as applicable) of the conditions precedent of the Rights Issue, share certificates for the fully-paid Rights Shares are expected to be posted on or before Monday, 30 October 2023 to those entitled thereto by ordinary post, at their own risk, to their registered addresses. Each Shareholder (except HKSCC Nominees Limited), will receive one share certificate for all allotted Rights Shares. If the Underwriting Agreement is terminated or not becoming unconditional, refund cheques in respect of the acceptance for the Rights Shares will be posted on or before Monday, 30 October 2023 by ordinary post, at the respective Shareholders' own risk, to their registered addresses.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter shall have the right to terminate the Underwriting Agreement by notice in writing given to the Company at any time prior to the Latest Time for Termination (provided that if the date of the Latest Time for Termination shall be a Business Day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 4:00 p.m. on that day, the date of the Latest Time for Termination shall be the next Business Day on which no tropical cyclone warning signal no. 8 or above or no black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 4:00 p.m. on that day), if

- (i) 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 law or 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 or prospects of the Company 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 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 reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Company 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
- (ii) any 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 or trading in securities) occurs which in the reasonable opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (iii) there is any change in the circumstances of the Company which in the reasonable opinion of the Underwriter will 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 the destruction of any material asset of the Company; or
- (iv) 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
- (v) any other material adverse change in relation to the business or the financial or trading position or prospects of the Company as a whole whether or not ejusdem generis with any of the foregoing; or
- (vi) any matter which, had it arisen or been discovered immediately before the date of the Prospectus Documents and not having been disclosed in the Prospectus Documents, would have constituted, in the reasonable opinion of the Underwriter, a material omission in the context of the Rights Issue; or

- (vii) 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 or the Prospectus Documents or other announcements in connection with the Rights Issue.

DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS

The PAL shall only be sent to the Qualifying Shareholders. The Prospectus Documents have not been and will not be registered or filed under the applicable securities laws of any jurisdiction other than in 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 in 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 and 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 the Qualifying Shareholders outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself/themselves before acquiring any rights to subscribe for the Rights Shares as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory in connected therewith. By completing, signing and submitting this PAL, each subscriber of the Rights Shares will be deemed to constitute a representation and warranty from such person to the Company and the Underwriter that these local registration, legal and regulatory requirements have been fully complied with. If you are in doubt as to your position, you should consult your own professional advisers. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.

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 for the Rights Shares.

PERSONAL DATA COLLECTION

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) (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 16th Floor, Tower 5, The Gateway, Harbour City, Tsim Sha Tsui, Kowloon, 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,
By order of the Board
Rare Earth Magnesium Technology Group Holdings Limited
Shum Sai Chit
Chairman



稀鎂科技 REMT

稀鎂科技集團控股有限公司

RARE EARTH MAGNESIUM TECHNOLOGY GROUP HOLDINGS LIMITED

(於百慕達註冊成立之有限公司)

(股份代號：601)

敬啟者：

緒言

茲提述稀鎂科技集團控股有限公司(「本公司」)所刊發日期為二零二三年十月六日有關供股之章程(「章程」)。除文義另有所指外，章程所界定之詞彙與本文件所採用者具有相同涵義。根據本暫定配額通知書及章程所載之條款及條件，並在本公司之組織章程細則之規限下，董事已按於記錄日期(即二零二三年九月二十一日(星期四))登記於閣下名下每持有兩(2)股現有股份可獲發一(1)股供股股份之基準，按每股供股股份0.08港元之認購價向閣下暫定配發若干數目之供股股份。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則載於表格甲之乙欄。

供股股份

供股股份一經配發、發行及悉數繳足，將在各方面與當時已發行之股份享有同等權益，包括收取於繳足股款之供股股份配發日期或以後之記錄日期可能宣派、作出或派付之所有股息及分派之權利。

待供股股份(以未繳股款及繳足股款形式)獲批准於聯交所上市及買賣並符合香港結算之股份接納規定後，供股股份(以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，可自供股股份(以未繳股款及繳足股款形式)各自於聯交所開始買賣之日或香港結算釐定之有關其他日期起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進行之交易須在其後第二個交易日在中央結算系統內進行交收。於中央結算系統內進行之一切活動必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。

供股須待(其中包括)包銷協議成為無條件且包銷商並無根據包銷協議之條款(有關概要載於章程「董事會函件 – 包銷協議 – 供股之條件」及「終止包銷協議」各節)終止包銷協議後，方可作實。因此，供股可能會亦可能不會進行。

接納及付款手續

閣下如欲全數接納供股股份之暫定配額，須按照本暫定配額通知書上印備之指示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全數繳足之港元股款，須不遲於二零二三年十月二十日(星期五)下午四時正(或於惡劣天氣情況下，於下文「惡劣天氣對接納供股股份與繳付股款之最後時限之影響」一段所述之較後時間或日期)前送達登記處卓佳秘書商務有限公司，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，並須以在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。所有支票或銀行本票均須註明抬頭人為「Rare Earth Magnesium Technology Group Holdings Limited」及以「只准入抬頭人賬戶」劃線方式開出。有關付款將構成根據本暫定配額通知書及章程之條款在本公司之組織章程細則之規限下接納供股股份之暫定配額。本公司將不會就有關股款另發收據。所有有關本暫定配額通知書之查詢均須寄交至本公司登記處之上述地址。

務請注意，除非原承配人或任何有效承讓暫定配額之人士如上文所述不遲於二零二三年十月二十日(星期五)下午四時正(或於惡劣天氣情況下，於下文「**惡劣天氣對接納供股股份與繳付股款之最後時限之影響**」一段所述之較後時間或日期)將已填妥之暫定配額通知書連同表格甲之丙欄所示之適當股款交回登記處以作登記，否則相關暫定配額及其項下之一切權利及配額將被視為已遭放棄及將予註銷。本公司毋須但可全權酌情將未有按照有關指示填妥之暫定配額通知書視作有效且對交回暫定配額通知書之人士或其代表具有約束力。本公司可於較後階段要求相關申請人將未填妥之暫定配額通知書填妥。

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)，並將已填妥及簽署之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不遲於二零二三年十月二十日(星期五)下午四時正(或於惡劣天氣情況下，於下文「**惡劣天氣對接納供股股份與繳付股款之最後時限之影響**」一段所述之較後時間或日期)前送達登記處卓佳秘書商務有限公司，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及承讓人接納有關權利均須繳付香港從價印花稅。

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，則須不遲於二零二三年十月十二日(星期四)下午四時三十分前將原暫定配額通知書整份交回及送達登記處卓佳秘書商務有限公司(地址為香港夏慤道16號遠東金融中心17樓)予以註銷，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登記處之地址領取。

惡劣天氣對接納供股股份與繳付股款之最後時限之影響

倘懸掛八號或以上熱帶氣旋警告信號、「黑色」暴雨警告信號或香港政府所宣佈由超級颱風導致之「極端情況」，則接納供股股份與繳付股款之最後時限將不會按上述時間截止：

- (i) 二零二三年十月二十日(星期五)中午十二時正(香港本地時間)前任何時間生效，但在中午十二時正後除下，在該情況下，接納供股股份與繳付股款之最後時限將順延至同一個營業日下午五時正；或
- (ii) 二零二三年十月二十日(星期五)中午十二時正至下午四時正(香港本地時間)期間之任何時間生效，則在該情況下，接納供股股份與繳付股款之最後時限將改為下一個營業日(在該日上午九時正至下午四時正期間任何時間任何該等警告信號均無生效)下午四時正。

倘接納供股股份與繳付股款之最後時限並非二零二三年十月二十日(星期五)當日，則章程之「預期時間表」一節所提及之日期可能會受影響。預期時間表如有任何變動，本公司將在實際可行情況下儘快以公佈方式通知股東。

零碎配額

在任何情況下，未繳股款之零碎供股股份將不會暫定配發予任何合資格股東。倘可取得溢價(扣除開支後)則所有零碎供股股份將予匯總(並下調至最接近的股份整數)，而所有因該匯總所產生的未繳股款供股股份將於市場上出售，利益歸本公司所有，而所得款項淨額將撥歸本公司所有。

買賣現有股份及未繳股款供股股份之風險警告

務請注意，現有股份已自二零二三年九月十三日(星期三)起按除權基準買賣。未繳股款供股股份將於二零二三年十月十日(星期二)到二零二三年十月十七日(星期二)(包括首尾兩日)進行買賣。倘於二零二三年十月二十六日(星期四)下午五時正(或本公司與包銷商可能書面協定之其他日期)，任何一項供股條件未獲達成或豁免(如適用)或倘包銷商行使終止包銷協議之權利，則供股將不會進行。

截至供股之所有條件獲達成或豁免(如適用)之日(以及包銷商終止包銷協議之權利終止之日)，任何買賣現有股份及／或未繳股款供股股份之股東或其他人士，將因而承擔供股未必成為無條件或未必進行之風險。

本公司股東及潛在投資者於買賣現有股份及／或未繳股款供股股份時務須審慎行事。任何人士(包括本公司股東及潛在投資者)如對其狀況或將予採取之任何行動有任何疑問，建議諮詢其專業顧問。

支票及銀行本票

所有支票或銀行本票將於收訖後過戶，而有關申請款項賺取之所有利息(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，本公司保留拒絕受理任何隨附支票及／或銀行本票於首次過戶時未獲兌現之暫定配額通知書之權利，而在該情況下，該暫定配額及其項下一切權利將被視作已遭放棄及將予註銷。閣下申請認購供股股份時須繳付準確股款金額，任何未繳足股款申請將不獲受理。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。

股票及供股之退款支票

待供股之先決條件達成或獲豁免(如適用)後，預期繳足股款供股股份之股票將於二零二三年十月三十日(星期一)或之前以普通郵遞方式寄送至有權接收股票之股東之登記地址，郵誤風險概由彼等自行承擔。每名股東(不包括香港中央結算(代理人)有限公司)將就所有獲配發之供股股份收取一張股票。倘包銷協議終止或並未成為無條件，則接納供股股份之退款支票將於二零二三年十月三十日(星期一)或之前以普通郵遞方式寄送至各股東之登記地址，郵誤風險概由彼等自行承擔。

終止包銷協議

倘發生以下事項，包銷商將有權於最後終止時間前隨時向本公司發出書面通知以終止包銷協議(惟倘最後終止時間當日為營業日，而當日上午九時正至下午四時正期間香港懸掛或仍然懸掛八號或以上熱帶氣旋警告信號或黑色暴雨警告信號，則最後終止時間日期將為當日上午九時正至下午四時正期間香港並無懸掛或仍然懸掛八號或以上熱帶氣旋警告信號或黑色暴雨警告信號之下一個營業日)：

- (i) 包銷商合理認為，供股之成功進行將受到下列事件之重大不利影響：
 - (a) 頒佈任何新法例或法規或現行法例或法規(或其有關司法詮釋)出現任何變動或發生任何其他事件(不論其性質)，而包銷商合理認為可能導致本公司的整體業務或財務或經營狀況或前景受到重大不利影響，或對供股造成重大不利影響；或
 - (b) 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(無論是否於本文件日期之前及／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、國家或國際間爆發衝突或敵對衝突升級或武裝衝突，或發生可影響當地證券市場之事件，而包銷商合理認為可能令本公司整體業務或財務或經營狀況或前景受到重大不利影響或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
- (ii) 市場狀況出現任何不利變動(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
- (iii) 本公司之情況出現任何變動，而包銷商合理認為將導致本公司之前景受到不利影響，包括(但不限於上述一般性情況)本公司被提呈清盤或通過決議案清算或清盤或本公司任何重大資產遭受損毀；或
- (iv) 任何不可抗力事件發生，包括(但不限於其一般性情況)任何天災、戰爭、暴動、公眾動亂、民變、火災、水災、爆炸、疫症、恐怖活動、罷工或停工；或
- (v) 有關本公司整體業務或財務或經營狀況或前景之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
- (vi) 倘在緊接章程文件日期前出現或發現但並無於章程文件內披露，而包銷商合理認為將對供股而言構成重大遺漏之任何事宜；或

(vii) 聯交所全面暫停證券買賣或暫停本公司證券之買賣，為時連續十個營業日以上(涉及審批公告或章程文件或有關供股之其他公告而暫停買賣者則除外)。

派發本暫定配額通知書及其他章程文件

暫定配額通知書將僅向合資格股東寄發。章程文件並未及將不會根據香港境外任何司法權區之適用證券法例進行登記或存檔。

本公司並無採取任何行動，以批准在香港境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及法規之情況下向或自該司法權區派發、送交或送呈。因此，倘任何人士在香港境外任何地區接獲任何章程文件之文本，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。

於香港境外地區有意申請供股股份之合資格股東，須於取得認購供股股份之任何權利前自行遵守所有相關地區之法例及規例(包括取得任何政府或其他同意及就此繳付任何有關地區規定須繳付之稅項及徵費)。供股股份之每名認購人填妥、簽署及交回本暫定配額通知書，將被視為構成有關人士向本公司及包銷商作出之聲明及保證，表示有關當地註冊、法律及監管規定已獲全面遵守。閣下如對自身之情況有任何疑問，應諮詢閣下之專業顧問。倘本公司相信接納供股股份之任何申請將會觸犯任何司法權區之適用證券法例或其他法例或規例，則本公司保留權利拒絕接納有關申請。為免生疑問，香港結算或香港中央結算(代理人)有限公司概不作出任何上述聲明及保證或受其規限。

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／或供股股份之股票擁有最終所有權憑證。

個人資料收集

閣下填妥、簽署及交回本暫定配額通知書隨附之表格，即表示同意向本公司、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之暫定配額之人士之任何資料。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)本公司之香港主要營業地點(地址為香港九龍尖沙咀海港城港威大廈第5座16樓，或根據適用法律不時作出通知之地點)並以本公司之公司秘書為收件人；或(ii)(視情況而定)登記處之上述所載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

承董事會命
稀鎂科技集團控股有限公司
主席
沈世捷
謹啟

二零二三年十月六日

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