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回方為有效。

IMPORTANT
重要提示

Reference is made to the prospectus (the "**Prospectus**") issued by Zhongzheng International Company Limited (the "**Company**") dated 29 July 2025 in relation to the Rights Issue. Terms defined in the Prospectus shall have the same meanings when used herein, unless the context otherwise requires.

茲提述中證國際有限公司(「**本公司**」)日期為二零二五年七月二十九日有關供股之供股章程(「**供股章程**」)。除文義另有所指外,供股章程所界定詞彙與本表格所用者具相同涵義。

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT EXPIRES AT 4:00 P.M. ON TUESDAY, 12 AUGUST 2025 (OR SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE" IN THE ENCLOSED SHEET).

此乃有價值及可轉讓之文件,敬請即時處理。本文件所載之要約於二零二五年八月十二日(星期二)(或載於附頁「惡劣天氣或極端情況對最後接納時限的影響」一段所述之較後日期)下午四時正截止。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS PROVISIONAL ALLOTMENT LETTER OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

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　閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

A copy of each of the Prospectus Documents, together with the documents specified in the paragraph headed "13. Documents delivered to the Registrar of Companies" 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. The Registrar of Companies in Hong Kong, the Stock Exchange and the SFC take no responsibility for the contents of any of the Prospectus Documents.

供股章程文件各一份及於供股章程附錄三「13. 送呈公司註冊處處長之文件」一段所述之文件,已依據公司(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、聯交所及證監會對各供股章程文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this Provisional Allotment Letter, 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 Provisional Allotment Letter.

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,並明確表示概不對就本暫定配額通知書全部或任何部份內容所產生或因倚賴該等內容而引致之任何損失承擔責任。

The Underwriter has the right 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".

包銷商有權於包銷協議所載之若干情況下,於最後終止時限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。

Dealings in the Shares and the Rights Shares in both nil-paid and fully-paid forms may be settled through CCASS established and operated by HKSCC and you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

股份及未繳股款及繳足股款供股股份之買賣可透過香港結算成立及運作之中央結算系統交收。 閣下應就該等交收安排之詳情及該等安排如何影響　閣下之權利及權益,諮詢　閣下之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。

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 requirement 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 the 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.

待未繳股款及繳足股款之供股股份獲准在聯交所上市及買賣以及符合香港結算之股份收納規定後,未繳股款及繳足股款之供股股份將獲香港結算接納為合資格證券,由供股股份各自在聯交所開始買賣日期或香港結算決定之該等其他日期起,可在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交易之交收須於其後第二個交易日在中央結算系統內進行。所有在中央結算系統之活動均須受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所規限。

TO ACCEPT THE PROVISIONAL ALLOTMENT SPECIFIED IN THIS DOCUMENT IN FULL, YOU MUST LODGE THIS ORIGINAL DOCUMENT INTACT WITH THE COMPANY'S HONG KONG BRANCH SHARE REGISTRAR AND TRANSFER OFFICE, UNION REGISTRARS LIMITED AT SUITES 3301-04, 33/F., TWO CHINACHEM EXCHANGE SQUARE, 338 KING'S ROAD, NORTH POINT, HONG KONG TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C OF FORM A SO AS TO BE RECEIVED BY NO LATER THAN 4:00 P.M. ON TUESDAY, 12 AUGUST 2025. ALL REMITTANCES MUST BE MADE 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 "**UNION REGISTRARS LIMITED – CLIENT A/C**" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT IN THE ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

閣下如欲接納本文件所指定之全部暫定配額,須將本文件整份正本連同下表格甲之列丙欄所示全部港元款額之付款,不遲於二零二五年八月十二日(星期二)下午四時正前交回本公司之香港股份過戶登記分處聯合證券登記有限公司,地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室。所有股款必須以港元支付。支票及銀行本票須分別由香港持牌銀行賬戶開出及香港持牌銀行發出,註明抬頭人為「**UNION REGISTRARS LIMITED – CLIENT A/C**」,並劃線註明「只准入抬頭人賬戶」。有關轉讓及分拆之指示載於附頁。本公司將不會就該等股款發出收據。

ZHONGZHENG INTERNATIONAL COMPANY LIMITED
中證國際有限公司

(於百慕達註冊成立之有限公司)
(Incorporated in Bermuda with limited liability)
(Stock code 股份代號：943)

RIGHTS ISSUE ON THE BASIS OF
ONE (1) RIGHTS SHARE FOR EVERY TWO (2) SHARES
HELD ON THE RECORD DATE
AT THE RIGHTS ISSUE PRICE OF HK$0.20 PER RIGHTS SHARE
PAYABLE IN FULL ON ACCEPTANCE BY
NO LATER THAN 4:00 P.M. ON TUESDAY, 12 AUGUST 2025

按於記錄日期
每持有兩(2)股股份獲發一(1)股供股股份之基準
按供股價格每股供股股份0.20港元
進行之供股
股款須不遲於二零二五年八月十二日(星期二)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:
Union Registrars Limited
Suites 3301-04, 33/F.,
Two Chinachem Exchange Square
338 King's Road, North Point
Hong Kong

香港股份過戶登記分處：
聯合證券登記有限公司
香港
北角英皇道338號
華懋交易廣場2期
33樓3301-04室

Registered Office:
註冊辦事處：
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Principal place of business:
Room 1005
Bank of East Asia Harbour View Centre
56 Gloucester Road, Wanchai
Hong Kong

主要營業地點：
香港
灣仔告士打道56號
東亞銀行港灣中心
1005室

29 July 2025
二零二五年七月二十九日

Form A
表格甲

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

Number of Shares registered in your name(s) on Monday, 28 July 2025
於二零二五年七月二十八日(星期一)以　閣下名義登記之股份數目

BOX A
甲欄

Number of Rights Shares in your provisional allotment. Subject to payment in full on acceptance by no later than 4:00 p.m. on Tuesday, 12 August 2025
閣下獲暫定配發之供股股份數目。股款須不遲於二零二五年八月十二日(星期二)下午四時正接納時繳足

BOX B
乙欄

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

BOX C
丙欄

HK$港元

Provisional Allotment Letter No.
暫定配額通知書號碼

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

Cheque/banker's cashier order No.:
支票／銀行本票號碼：_____

Contact Telephone No.:
聯絡電話號碼：_____

Dealings in the Rights Shares in the nil-paid forms will take place from Thursday, 31 July 2025 to Thursday, 7 August 2025 (both days inclusive) on the Stock Exchange.

未繳股款之供股股份將於二零二五年七月三十一日(星期四)至二零二五年八月七日(星期四)(包括首尾兩日在內)期間於聯交所進行買賣。

The Rights Issue is conditional upon the fulfilment of the conditions set out under the section headed "Letter from the Board – Conditions of the Rights Issue" in the Prospectus. If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed.

供股須待供股章程「董事會函件－供股條件」一節項下所載之條件獲達成後，方可作實。倘供股的條件不能達成，則不會進行供股。

Each person accepting the provisional allotment specified in this document 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.

接納本文件所載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條款及條件以及接納手續，並同意受其約束。

NO RECEIPT WILL BE GIVEN.
本公司將不另發收據。

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– 此乃白頁，特意留空 –

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– 此乃白頁，特意留空 –

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 ENTITLEMENTS TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

於轉讓供股股份之認購權時，每一宗買賣均須繳付香港從價印花稅。饋贈或轉讓(並非以出售方式)實益擁有之權益亦須繳付香港從價印花稅。於登記轉讓本文件所指任何供股股份之權利之前，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 his/her/their right(s) to subscribe for the Rights Share(s) comprised herein)

(僅供擬轉讓其／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)

To: The Directors,
Zhongzheng International Company Limited

致：**中證國際有限公司**
列位董事　台照

Dear Sirs,

I/We, as the Qualifying Shareholder(s) hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this Provisional Allotment Letter to the person(s) accepting the same and signing the enclosed registration application form (Form C). 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／吾等作為合資格股東，茲將本暫定配額通知書所列本人／吾等之供股股份認購權悉數轉讓予接受此權利並簽署隨附登記申請表格(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 Qualifying Shareholders must sign)
合資格股東簽署(所有聯名合資格股東均須簽署)

Date 日期：_____

NOTE: Hong Kong ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.
附註： 有關轉讓　閣下之供股股份認購權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 are being transferred)
(僅供承讓供股股份認購權之人士填寫及簽署)

To: The Directors,
Zhongzheng International Company Limited

致：**中證國際有限公司**
列位董事　台照

Dear Sirs,

I/We request you to register the number of the Rights Shares mentioned in Box B of Form A in my/our name(s) and I/we agree to accept the same upon and subject to the terms set out in this Provisional Allotment Letter and the accompanying Prospectus and subject to the memorandum of association and bye-laws of the Company. I/We have read the conditions and procedures for application 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之供股股份數目登記於本人／吾等名下，本人／吾等同意依照本暫定配額通知書及隨附之供股章程內所載條款及受其規限，並在　貴公司之組織章程大綱及公司細則之限制下接納此等股份。本人／吾等已細閱附頁所載各項條件及申請手續，並同意受其約束。

Existing Shareholder(s) Please mark "X" in this box 現有股東請在欄內填上「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。聯名申請人僅須填寫排名首位之申請人之地址。			
Name in English 英文姓名	Family Name or Company name 姓氏或公司名稱	Other Name 別名	Name in Chinese 中文姓名
Full Name(s) of Joint Applicants in English (if any) 聯名申請人英文全名(如有)			
Address in English (joint applicants should give one address only) 英文地址(聯名申請人只需填寫一個地址)			
Occupation 職業		Tel. no. 電話號碼	
Dividend instructions 派息指示			
Name & Address of Bank 銀行名稱及地址			Bank Account No. 銀行戶口號碼

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 日期：_____

NOTE: Hong Kong ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.
附註：　有關轉讓　閣下之供股股份認購權須繳付香港從價印花稅。

ZHONGZHENG INTERNATIONAL COMPANY LIMITED
中證國際有限公司

(Incorporated in Bermuda with limited liability)

(Stock code: 943)

29 July 2025

Dear Qualifying Shareholder(s),

INTRODUCTION

Reference is made to the prospectus of Zhongzheng International Company Limited dated 29 July 2025 (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 Rights Shares on the basis of one (1) Rights Share for every two (2) Shares registered in your name on the register of members of the Company as at the Record Date (that is, Monday, 28 July 2025) at the Rights Issue Price of HK$0.20 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.

THE RIGHTS SHARES

The Rights Shares, when allotted and issued, shall rank pari passu in all respects with the Shares then in issue. Holder of the Rights Shares in their fully-paid form will be entitled to receive all future dividends and distributions which are declared, made or paid on or after the date of allotment and issue of the fully-paid Rights Shares.

As at the Latest Practicable Date, there were no arrangements under which future dividends are waived or agreed to be waived.

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 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 settlement 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 AND PAYMENT

To take up your provisional allotment in full, you must lodge the whole of the original provisional allotment letter (the "**PAL**") intact with the Company's branch share registrar and transfer office in Hong Kong, Union Registrars Limited, at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong (the "**Registrar**") together with a remittance for the full amount payable on acceptance, as set out in Box C in Form A, so as to be received by no later than 4:00 p.m. on Tuesday, 12 August 2025 (or, under bad weather conditions and/or extreme conditions, such later date as mentioned in the paragraph headed "EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE" below). All remittances must be made 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 "**UNION REGISTRARS LIMITED – CLIENT A/C**" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment on the terms of the PAL and the Prospectus and subject to the memorandum of association and bye-laws of the Company. No receipt will be given for such remittances.

It should be noted that unless the PAL, together with the appropriate remittance for the amount shown in Box C in Form A, have been physically received as described above by no later than 4:00 p.m. on Tuesday, 12 August 2025 (or, under bad weather conditions and/or extreme conditions, such later date as mentioned in the paragraph headed "EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE" below) whether from the original allottee or any person in whose favour the rights have been validly transferred, the provisional allotment and all rights under the PAL 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. The Company may require such incomplete PAL to be completed by the relevant applicant(s) at a later stage.

TRANSFER

If you wish to transfer all of your rights to subscribe for Rights Shares provisionally allotted to you under the PAL, you must complete and sign the Form of Transfer and Nomination (Form B) and hand the 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 the 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 so as to be received by no later than 4:00 p.m. on Tuesday, 12 August 2025. 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.

SPLITTING

If you wish to accept only part of your provisional allotment or transfer a part of your right to subscribe for the Rights Shares provisionally allotted under the PAL or to transfer part of your rights to more than one person, the original PAL must be surrendered by no later than 4:00 p.m. on Monday, 4 August 2025 to the Registrar who will cancel the original PAL and issue new PALs in the denominations required which will be available for collection from the Registrar after 9:00 a.m. on the second Business Day after the surrender of the original PAL.

CONDITIONS OF THE RIGHTS ISSUE

The Rights Issue is conditional upon the fulfilment of the conditions set out under the section headed "Letter from the Board – Conditions of the Rights Issue" in the Prospectus. If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed.

Any Shareholder or other person dealing in the Shares or in the nil-paid Rights Shares up to the date on 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 or may not proceed.

Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or Rights Shares in their nil-paid form is advised to exercise caution when dealing in the Shares and/or the nil-paid Rights Shares.

TERMINATION OF THE UNDERWRITING AGREEMENT

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

(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 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 thereof) of a political, military, financial, economic or other nature (whether or not of the same kind 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 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 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 the destruction of any material asset of any member of the Group.

CHEQUES AND BANKER'S CASHIER ORDERS

All cheques and banker's cashier orders will be presented for payment immediately upon receipt and all interest earned on such monies, if any, will be retained for the benefit of the Company. Completion and return of the PAL together with a cheque or banker's cashier order in payment for the Rights Shares accepted 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 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, and underpaid application will be rejected.

SHARE CERTIFICATES FOR THE RIGHTS SHARES AND REFUND CHEQUES

It is expected that share certificates for the Rights Shares in their fully-paid form will be despatched by ordinary post to those entitled at their own risk on Wednesday, 20 August 2025. You, except HKSCC Nominees Limited, will receive one share certificate for all the Rights Shares issued to you.

If the conditions of the Rights Issue are not fulfilled, the remittance received in respect of the acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in case of joint applicants, to the first-named person without interest, by means of cheques despatched by ordinary post at the risk of such Qualifying Shareholders or such other persons to their registered addresses on Wednesday, 20 August 2025.

FRACTIONAL ENTITLEMENTS

The Company has not provisionally allotted or issued, and will not accept applications for, any fraction of a Rights Share and the provisional allotments of Qualifying Shareholders have been rounded down to the nearest whole number. All fractions of Rights Shares will be aggregated. All nil-paid Rights Shares arising from such aggregation will be provisionally allotted (in nil-paid form) to a nominee and sold in the market for the benefit of the Company if a premium (net of expenses) can be obtained, and the Company will retain the proceeds from such sale. Any unsold Rights Shares arising from such aggregation will be first placed by the Placing Agent under the Compensatory Arrangements. Any Unsubscribed Rights Shares remain not placed after completion of the Placing will be taken up by the Underwriter pursuant to the terms of the Underwriting Agreement.

EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE

The Latest Time for Acceptance and payment for the Rights Shares will not take place if there is a tropical cyclone warning signal no. 8 or above, or "extreme conditions" 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 Latest Time for Acceptance. 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 the Latest Time for Acceptance. 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 in Hong Kong 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 or before 4:00 p.m. on Tuesday, 12 August 2025, the dates mentioned in this section may be affected. The Company will notify shareholders by way of announcements on any change to the expected timetable as soon as practicable.

DISTRIBUTION OF THE PROSPECTUS DOCUMENTS

The PAL shall only be despatched to the Qualifying Shareholders.

The Prospectus Documents have not been registered or filed under or conformed to any applicable securities legislation of any jurisdictions other than Hong Kong. No action has been taken in any territory or jurisdiction outside Hong Kong, to permit the offering of the Rights Shares or the distribution of any documents in connection with the Rights Issue.

No person receiving the Prospectus or the PAL in any territory or jurisdiction outside Hong Kong may treat this as an offer or an invitation to apply for Rights Shares, unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of any person (including, without limitation, a nominee, agent and trustee) receiving the Prospectus Documents outside Hong Kong and wishing to take up the Rights Shares to satisfy himself/herself/itself as to the full and relevant compliance of the laws of the relevant jurisdictions including the obtaining of any governmental or other consents and observing other formalities which may be required in such jurisdictions, and to pay any taxes, duties and other amounts required to be paid in such jurisdictions in connection therewith. Any acceptance of the Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that such local laws, regulations and requirements of the relevant territory or jurisdiction have been fully complied with. If you are in any doubt as to your position, you should consult a professional adviser. The Company reserves the right to refuse to accept any application for Rights Shares where it believes that doing so would violate the applicable securities 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 warranty and representation.

GENERAL

Lodgement of the 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 letters of allotment and/or certificates for Shares. The PAL and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, Hong Kong law.

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 provides the holders of securities with rights to ascertain whether the Company or the Registrar hold 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, 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 the Company, at its principal place of business at Room 1005, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary, or (as the case may be) to the Registrar, Union Registrars Limited at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong, for the attention of Privacy Compliance Officer.

By order of the Board
Zhongzheng International Company Limited
Liu Liyang
Executive Director

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ZHONGZHENG INTERNATIONAL COMPANY LIMITED
中證國際有限公司

(於百慕達註冊成立之有限公司)

(股份代號：943)

敬啟者：

緒言

茲提述中證國際有限公司就供股於二零二五年七月二十九日刊發的供股章程(「供股章程」)。除文義另有指明外，供股章程所界定之詞彙用於本通知書內時具有相同涵義。根據供股章程所載條款，董事已按在記錄日期(即二零二五年七月二十八日(星期一)在本公司股東名冊登記於閣下名下每兩(2)股股份可獲發一(1)股供股股份之基準，按每股供股股份0.20港元之供股價向閣下暫定配發供股股份。閣下於記錄日期持有之股份數目列於表格甲的甲欄，而閣下獲暫定配發之供股股份數目列於表格甲的乙欄。

供股

供股股份於配發及發行時，將於各方面與當時已發行之股份享有同等權益。繳足股款供股股份之持有人將有權收取於配發及發行繳足股款供股股份當日或之後宣派、作出或派付之所有未來股息及分派。

於最後實際可行日期，概無豁免或同意豁免未來股息之安排。

待供股股份(未繳股款及繳足股款兩種形式)獲准於聯交所上市及買賣，以及符合香港結算的股份收納規定後，供股股份(未繳股款及繳足股款兩種形式)將獲香港結算接納為合資格證券，可於中央結算系統內寄存、結算及交收，由未繳股款及繳足股款兩種形式之供股股份各自開始買賣當日，或香港結算決定之其他日期起生效。聯交所參與者之間在任何交易日進行的交易，須於其後第二個交收日在中央結算系統內交收。中央結算系統內的所有活動均須遵守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式。

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八月十二日(星期二)(或在惡劣天氣情況及／或極端情況下，載於下文「惡劣天氣或極端情況對最後接納時限的影響」一段所述之較後日期)下午四時正前將暫定配額通知書整份正本連同表格甲的丙欄所示須於接納時繳付之全部股款，送交本公司之香港股份過戶登記分處聯合證券登記有限公司，地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室(「過戶登記處」)。全部款項須以港元支付。支票及銀行本票須分別由香港之持牌銀行賬戶開出及香港之持牌銀行發出，註明抬頭人為「UNION REGISTRARS LIMITED – CLIENT A/C」，並劃線註明「只准入抬頭人賬戶」。閣下繳付股款後即表示按照暫定配額通知書與供股章程之條款，並在本公司之組織章程大綱及公司細則之規限下接納暫定配額。本公司將不就該等股款另發收據。

務請注意，除非暫定配額通知書連同表格甲的丙欄所示之應繳款項不遲於二零二五年八月十二日(星期二)(或在惡劣天氣情況及／或極端情況下，載於下文「惡劣天氣或極端情況對最後接納時限的影響」一段所述之較後日期)下午四時正前由原獲配發人或任何有效承讓權利之人士按上文所述交回，否則暫定配額及暫定配額通知書項下一切權利將視為予以放棄並將予以註銷。本公司可全權酌情視一份暫定配額通知書為有效，並對提交或被代為提交通知書的人士具有約束力，即使該暫定配額通知書並未根據有關指示填妥。本公司可要求相關申請人在稍後階段填寫未填妥的暫定配額通知書。

轉讓

閣下如欲將暫定配額通知書項下獲暫定配發之供股股份認購權全部轉讓他人，須填妥及簽署轉讓及提名表格(表格乙)，並將暫定配額通知書交予 閣下欲轉讓權利之人士或經手轉讓權利之人士。承讓人則須填妥及簽署登記申請表格(表格丙)，並將整份暫定配額通知書連同表格甲的丙欄所示須於接納時繳足之全部款項，不遲於二零二五年八月十二日(星期二)下午四時正前交回過戶登記處。務請注意，閣下於轉讓可認購有關供股股份之權利時須繳納香港從價印花稅。

分拆

閣下如僅接納部分暫定配額或將 閣下根據暫定配額通知書獲暫定配發認購供股股份之部分權利轉讓，或向超過一名人士轉讓 閣下所持之部分權利，則原有暫定配額通知書須不遲於二零二五年八月四日(星期一)下午四時正前交回過戶登記處，而過戶登記處將註銷原有暫定配額通知書及按所要求之股份數目發出新暫定配額通知書，新暫定配額通知書可於交回原有暫定配額通知書後第二個營業日上午九時正後於過戶登記處領取。

供股之條件

供股須待供股章程「董事會函件－供股條件」一節項下所載之條件獲達成後，方可作實。倘供股的條件不能達成，則不會進行供股。

於規限供股之所有條件獲達成當日(及包銷商終止包銷協議之權利終止當日)前買賣股份或未繳股款供股股份之任何股東或其他人士，將相應承擔供股可能不會成為無條件或可能不會進行之風險。

擬轉讓、出售或購買股份及／或未繳股款供股股份的任何股東或其他人士於買賣股份及／或未繳股款供股股份時務請謹慎行事。

終止包銷協議

倘於最後終止時限前出現下列情況，包銷商有權向本公司發出書面通知終止包銷協議：

(i) 包銷商合理認為，以下情況將對供股的成功產生重大不利影響：

(a) 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)，而令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)的事件或變動(無論是否於包銷協議日期之前及／或之後發生或持續發生的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衝突升級或武裝衝突，或發生可影響當地證券市場的事件，而可能令本公司整體業務或財政或經營狀況或前景受到重大不利影響或令供股的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的任何變動、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的成功進行造成重大或不利影響，或基於其他理由導致不適宜或不應進行供股；或

(iii) 本公司或本集團任何成員公司的情況出現任何變動，而包銷商合理認為將令本公司的前景受到重大及不利影響，包括(但不限於上述一般性情況)本集團任何成員公司被提出清盤呈請或通過決議案清算或清盤或其任何重大資產被損毀。

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，而就有關股款所賺取之利息(如有)將全部撥歸本公司所有。填妥暫定配額通知書並連同用於支付已接受的供股股份的支票或銀行本票一併交回，即表示申請人保證支票或銀行本票將於首次過戶時可兑現。倘隨附的支票及／或銀行本票於首次過戶時未能兑現，則在不影響本公司就任何暫定配額通知書享有的其他權利的情況下，本公司保留拒絕受理有關暫定配額通知書的權利，且於該情況下，暫定配發及其項下的一切權利及配額將被視作已遭放棄並將予註銷。閣下必須於申請供股股份時繳付實際應繳的金額，任何未繳足股款的申請將不獲受理。

供股股份之股票及退款支票

預期繳足股款供股股份之股票將於二零二五年八月二十日(星期三)以平郵方式寄發予有權收取之人士，郵誤風險概由彼等自行承擔。閣下(不包括香港中央結算(代理人)有限公司)將就所獲發行之全部供股股份獲發一張股票。

倘若供股之條件未能達成，就接納供股股份所收取的股款將於二零二五年八月二十日(星期三)不計利息以支票方式退還予合資格股東或獲有效轉讓未繳股款供股股份的其他人士(或倘為聯名申請人，則為名列首位人士)，支票將以平郵方式寄往該等合資格股東或其他有關人士的登記地址，郵誤風險概由彼等承擔。

零碎權益

本公司並無暫定配發或發行任何零碎供股股份，且不會接受任何有關申請，而合資格股東的暫定配額已向下約整至最接近的整數。所有零碎供股股份將被彙集。倘若能夠取得溢價(扣除開支)，則因有關彙集而產生的所有未繳股款供股股份將暫定配發(以未繳股款形式)予代名人，並在市場上出售，有關利益歸本公司所有，而本公司將保留有關出售所得款項。於配售事項完成後，任何未獲配售之未獲認購供股股份將根據包銷協議之條款由包銷商承購。

惡劣天氣或極端情況對最後接納時限的影響

倘於下列時間懸掛八號或以上熱帶氣旋警告信號，或出現「極端情況」或「黑色」暴雨警告信號，則接納供股股份及繳付股款之最後時間將不會落實：

(i) 於最後接納時間中午十二時正前任何當地時間在香港生效而於最後接納時間中午十二時正後不再生效。取而代之，接納供股股份及繳付股款之最後時間將延長至同一營業日下午五時正；或

(ii) 於最後接納時間當日中午十二時正至下午四時正期間任何當地時間在香港生效。取而代之，接納供股股份及繳付股款之最後時間將改為下一個營業日之下午四時正，而上述任何一項警告於該營業日之上午九時正至下午四時正任何時間並無於香港生效。

倘接納供股股份及繳付股款之最後時間未能於二零二五年八月十二日(星期二)下午四時正或之前進行，則本節所述日期可能受到影響。本公司將於實際可行情況下盡快以公佈方式通知股東預期時間表之任何變動。

派發章程文件

暫定配額通知書僅向合資格股東寄發。

章程文件並無根據或遵從香港以外任何司法權區之任何適用證券法例登記或存案。在香港以外任何地區或司法權區亦無採取任何行動以批准提呈發售供股股份或派發就供股而刊發之任何文件。

於香港以外任何地區或司法權區接獲供股章程或暫定配額通知書之任何人士，概不得將之視為申請供股股份之要約或邀請，除非於有關司法權區可在毋須遵照任何登記或其他法例或監管規定之情況下合法提出該項要約或邀請。於香港境外接獲章程文件並擬承購供股股份之任何人士(包括但不限於代名人、代理及受託人)有責任令其本身全面及相關遵守有關司法權區之法律，包括取得任何政府或其他同意及遵守有關司法權區可能規定之其他手續，及支付有關司法權區就此須支付之任何稅項、徵稅及其他款額。任何人士接納任何供股股份將被視為構成有關人士向本公司作出陳述及保證，已全面遵守相關地區或司法權區之有關地方法律、規例及規定。如 閣下對本身狀況有任何疑問，應諮詢專業顧問。為免產生疑問，香港結算或香港中央結算(代理人)有限公司概無作出任何上述聲明或保證，亦不會受任何上述聲明或保證所規限。倘本公司相信接納任何供股股份之申請會違反任何司法權區之適用證券或其他法例或法規，則本公司會保留權利拒絕接納有關申請。

一般資料

一併交回暫定配額通知書及(如適用者)轉讓及提名表格(表格乙)(已由獲發本暫定配額通知書之人士簽署)後，即確實證明交回上述文件之人士有權處理本暫定配額通知書，並有權收取分拆後之暫定配額通知書及／或股份之股票之最終憑證。暫定配額通知書及任何接納當中所載要約之事宜須受香港法例管轄並按其詮釋。

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表格，即表示 閣下同意向本公司、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暫定配發供股股份之人士之任何資料。《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、索取有關資料之副本及更正任何不準確資料。根據《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之訊息之所有要求，應寄往本公司之主要營業地點(地址為香港灣仔告士打道56號東亞銀行港灣中心1005室)或根據適用法例不時通知之地址，交予公司秘書；或(視情況而定)寄往過戶登記處聯合證券登記有限公司(地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室)，交予私隱條例事務主任。

此　致

列位合資格股東　台照

承董事會命
中證國際有限公司
執行董事
劉力揚

二零二五年七月二十九日

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