THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in **ZMJ Group Company Limited**, you should at once hand this circular and the enclosed form of proxy to the purchaser or transferee, or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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ZMJ Group Company Limited
中創智領(鄭州)工業技術集團股份有限公司

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

(Stock code: 00564)

CHANGE OF THE COMPANY'S ENGLISH NAME, ENGLISH STOCK SHORT NAME, AND AMENDMENTS TO THE ARTICLES OF ASSOCIATION ADJUSTMENT OF THE GUARANTEE SCHEME FOR FINANCING LEASE REPURCHASE AND BUYER'S CREDIT GUARANTEE FOR CUSTOMERS AND NOTICE OF THE THIRD EXTRAORDINARY GENERAL MEETING OF 2025

The Company will convene the EGM at the Convention Centre of ZMJ Group Company Limited, No. 167, 9th Street, Zhengzhou Section (Econ-Tech Development Zone) of China (He'nan) Pilot Free Trade Zone, the PRC at 2:00 p.m. on Friday, 26 September 2025. The notice convening the EGM is set out on pages EGM-1 to EGM-3 of this circular.

A form of proxy for use at the EGM is enclosed to this circular and published on the websites of the Hong Kong Stock Exchange (www.hkexnews.hk) and the Company (www.zmj.com). Shareholders who intend to appoint a proxy to attend the EGM shall complete the form of proxy in accordance with the instructions printed thereon and return the same not less than 24 hours before the time appointed for holding the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending the EGM and voting in person if you so wish.

8 September 2025

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In this circular, the following expressions shall have the following meanings, unless the context requires otherwise:

"Articles of Association"	the Articles of Association of ZMJ Group Company Limited
"Board"	the board of Directors of the Company
"Company"	ZMJ Group Company Limited (中創智領(鄭州)工業技術集團股份有限公司), a joint stock limited company incorporated in the PRC with limited liability, the Shares of which are listed on the main boards of the Hong Kong Stock Exchange and the Shanghai Stock Exchange (stock codes: 00564 and 601717)
"Company Law"	the Company Law of the People's Republic of China
"Director(s)"	the director(s) of the Company
"EGM"	the third extraordinary general meeting of 2025 of the Company to be convened at the Convention Centre of ZMJ Group Company Limited, No. 167, 9th Street, Zhengzhou Section (Econ-Tech Development Zone) of China (He'nan) Pilot Free Trade Zone, the PRC at 2:00 p.m. on Friday, 26 September 2025 or any adjournment thereof
"H Share(s)"	overseas listed foreign invested Share(s) with a par value of RMB1.00 each in the share capital of the Company, which are listed on the Hong Kong Stock Exchange (stock code: 00564) and are subscribed for in HK dollars
"H Shareholder(s)"	holder(s) of H Share(s)
"HK$"	Hong Kong dollar, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Hong Kong Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited

"China" or "PRC"	the People's Republic of China, which for the purposes of this circular, excludes Hong Kong, the Macau Special Administrative Region and Taiwan
"RMB"	Renminbi, the lawful currency of the PRC
"Share(s)"	the share(s) of RMB1.00 each of the Company
"Shareholder(s)"	holders of the share(s) of the Company

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中創智領(鄭州)工業技術集團股份有限公司

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

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Members of the Board
Executive Directors:
Mr. JIAO Chengyao
Mr. JIA Hao
Mr. MENG Hechao
Mr. LI Kaishun

Non-executive Director:
Mr. CUI Kai

Independent Non-executive Directors:
Mr. CHENG Jinglei
Mr. JI Feng
Mr. FANG Yuan
Ms. YAO Yanqiu

Registered Office
No. 167, 9th Street,
Zhengzhou Section
(Econ-Tech Development Zone)
of China (He'nan)
Pilot Free Trade Zone, the PRC

Principal Place of Business in Hong Kong
40/F, Dah Sing Financial Centre,
No. 248 Queen's Road East,
Wanchai, Hong Kong

8 September 2025

To the Shareholders

Dear Sir or Madam,

CHANGE OF THE COMPANY'S ENGLISH NAME, ENGLISH STOCK SHORT NAME, AND AMENDMENTS TO THE ARTICLES OF ASSOCIATION
ADJUSTMENT OF THE GUARANTEE SCHEME FOR FINANCING LEASE REPURCHASE AND BUYER'S CREDIT GUARANTEE FOR CUSTOMERS
AND
NOTICE OF THE THIRD EXTRAORDINARY GENERAL MEETING OF 2025

INTRODUCTION

The purpose of this circular is to provide you with the Notice of EGM and, among others, other information, so as to enable you to make an informed decision to vote for or against the following resolutions to be proposed at the EGM:

1. Resolution on Change of the Company's English Name, English Stock Short Name, and Amendments to the Articles of Association

2. Resolution on Adjustment of the Guarantee Scheme for Financing Lease Repurchase and Buyer's Credit Guarantee for Customers

CHANGE OF THE COMPANY'S ENGLISH NAME, ENGLISH STOCK SHORT NAME, AND AMENDMENTS TO THE ARTICLES OF ASSOCIATION

References are made to the announcements of the Company dated 28 April 2025, 17 June 2025, 7 July 2025, 7 August 2025 and 28 August 2025 and the circular dated 29 May 2025 in relation to, among others, change of company name and stock short name of the Company.

To further rationalise the Company's governance structure and align the brand image of the Group and its subsidiaries, the Company proposes to change its English name from "ZMJ Group Company Limited" to "ZCZL Industrial Technology Group Company Limited", change its English stock short name from "ZMJ" to "ZCZL", and amend the Articles of Association accordingly. The Company's Chinese name shall remain unchanged as "中創智領(鄭州)工業技術集團股份有限公司". Upon completion of this change, the Company's Chinese and English names and abbreviations will no longer retain the words "鄭煤機" or "ZMJ". The "鄭煤機" and "ZMJ" brands shall be fully succeeded by and continue to be operated by the Company's wholly-owned subsidiary, Zhengzhou Coal Mining Machinery Group Limited.

The proposed amendments to the Articles of Association are as follows:

Original Articles of Association	**Revised Articles of Association**
Article 4 Registered Name of the Company: Chinese Name: 中創智領(鄭州)工業技術集團股份有限公司 English Name: ZMJ Group Company Limited	**Article 4** Registered Name of the Company: Chinese Name: 中創智領(鄭州)工業技術集團股份有限公司 English Name: ZCZL Industrial Technology Group Company Limited

In addition to the amendments to the above provision, the English name of the Company in the English version of the Articles of Association shall be amended throughout to "ZCZL Industrial Technology Group Company Limited". The Chinese name of the Company shall remain unchanged as "中創智領(鄭州)工業技術集團股份有限公司".

For the avoidance of doubt, this resolution shall take effect upon approval by this EGM, and does not require separate approval of the annual general meeting.

ADJUSTMENT OF FINANCIAL LEASING REPURCHASE GUARANTEE AND BUYER'S CREDIT GUARANTEE SCHEME PROVIDED TO CUSTOMERS

The Company convened the 13th meeting of the sixth session of the Board on 28 March 2025, and the 2024 Annual General Meeting on 5 June 2025, respectively, on which the "Proposal on Providing Financial Leasing Repurchase Guarantee and Buyer's Credit Guarantees for Customers" was considered and approved, agreeing the Company to provide repurchase guarantees for financial leasing and buyer's credit guarantees for non-affiliated customers purchasing its products through financial leasing or buyer's credit arrangements. During the validity period of the resolution, the cumulative amount of outstanding finance lease repurchase guarantees and buyer's credit guarantees within their guarantee periods shall not exceed RMB2 billion.

In accordance with the implementation of the coal machinery business restructuring and to promote product sales and accelerate payment collection for the Company and its subsidiaries, the Company proposes to adjust the scheme for providing financial leasing repurchase guarantees and buyer's credit guarantees to customers. The specific details are reported as follows:

(I) Reasons for Adjusting the Guarantee Scheme

Pursuant to the resolution of the 15th meeting of the sixth session of the Board of the Company, the Company has restructured its coal mining machinery business. All assets (including equity interests in subsidiaries directly held by the Company in relation to the coal mining machinery segment), liabilities, operations, and personnel pertaining to the coal mining machinery business have been transferred in their entirety to the wholly-owned subsidiary ZMJ Zhiding Hydraulics Company Limited (renamed "Zhengzhou Coal Mining Machinery Group Co., Ltd. (鄭州煤礦機械集團有限責任公司)", "**ZMJ Limited**"), and the primary entity for sales of the Company's coal mining machinery products will change from the Company to its wholly-owned subsidiary, ZMJ Limited. The scope of guaranteed parties will expand to include non-related-party customers purchasing products from the Company's "subsidiaries", but not limited to customers purchasing products from the "Company" itself. The scope of guarantors will expand to include the Company's subsidiary, ZMJ Limited.

To accelerate the collection of payments for products sold, after consultation with relevant financial leasing companies and customers who have purchased products from the Company or its subsidiaries, certain customers intend to engage in sale-and-lease-back financing transactions with financial leasing companies for products purchased from the Company or its subsidiaries. Funds obtained through customer financing will be used to pay outstanding balances for products purchased from the Company or its subsidiaries, with the financial leasing companies collecting rent and interest from customers as agreed. The Company intends to provide repurchase guarantees for such customers. Should a customer fail to make timely payments to the financial leasing company, the Company will provide repurchase guarantees to the financial leasing company in accordance with the relevant agreements. The guaranteed parties will further include non-affiliated customers who "have purchased" products from the Company or its subsidiaries, but not limited to customers who would sign new orders in the future.

(II) Content of the Guarantee Scheme after Adjustment

(1) Description of Business

To promote sales of products of the Company and its subsidiaries and accelerate collection of payment for goods, the Company and relevant subsidiaries, on the basis of business development needs, intend to collaborate with qualified financial leasing companies or banks (hereinafter collectively referred to as "**Financial Institutions**"), and the Financial Institutions will provide financial leasing or buyer's credit services to selected reputable customers purchasing products from the Company and its subsidiaries, who meet the financing requirements as determined by the financial institutions and are not affiliated with the Company or its subsidiaries. If a customer fails to make payment to the financial institution as scheduled, the Company or its subsidiaries will provide a repurchase guarantee to the financial leasing company or a guarantee to the bank in accordance with the relevant agreement. The Company and its subsidiaries will require the customer, or a third party designated by the customer, to provide necessary counter-guarantees for the guarantee obligations assumed by the Company or its subsidiaries.

(2) Limit of Guarantee

The Company or its subsidiaries intend to provide repurchase guarantees to financial leasing companies for non-affiliated customers purchasing the product of the Company or its subsidiaries through financial leasing arrangements, or provide guarantee to banks for non-affiliated customers purchasing the products of the Company or its subsidiaries through bank credit facilities. At any point during the validity period of the resolution, the cumulative guarantee amount still within the guarantee period shall not exceed RMB2 billion. This limit of guarantee shall remain effective until the date of the Company's 2025 Annual General Meeting.

(3) Guaranteed parties

The guarantees under consideration are provided for customers procuring and utilizing the Company's or its subsidiaries' products. The guaranteed parties shall be customers with good credit standing, approved by third-party financial institutions as meeting financing criteria, and having no affiliation with the Company or its subsidiaries. These customers shall procure the Company's or its subsidiaries' products through either financial leasing or buyer's credit arrangements.

(4) Key Terms of Guarantee Agreements

The guarantees under consideration pertains to guarantees provided for customers purchasing products from the Company or its subsidiaries. The relevant guarantee agreement has not been entered into yet. Any future guarantee agreement to be entered into shall comply with the following requirements:

The Company or its subsidiaries intend to provide repurchase guarantees for customers' financing from financial leasing companies or provide guarantees for customers' bank financing. Should the customer fail to fulfill their payment obligations to financial leasing companies or banks as scheduled, the Company or its subsidiaries will provide repurchase guarantees to financial leasing companies or guarantees to banks in accordance with the relevant agreements. The Company and its subsidiaries will require customers or third parties designated by customers to provide necessary counter-guarantee measures for the guarantee liabilities assumed by the Company or its subsidiaries.

The aggregate guaranteed limit for the Company and its subsidiaries' financial leasing business and buyer's credit business shall not exceed RMB2 billion. This guarantee limit shall remain valid until the date of the Company's 2025 Annual General Meeting.

(5) Implementation Method

Upon approval of this proposal by the Company's Board and Shareholders' Meeting, the Company or its subsidiaries' business management personnel shall be authorized to enter into relevant guarantee agreements with financial institutions as needed for specific guarantee matters. The Company's finance department shall monitor and supervise the actual execution of the guarantee limit. For specific guarantee matters arising within the aforementioned limits and timeframe, the Company will not convene separate Board meetings or shareholders' meetings to consider the individual guarantee.

(6) Risks Associated with the Guarantees and Countermeasures

The Company or its subsidiaries would provide repurchase guarantees for financial leases or buyer's credit guarantees for certain customers. In the event of customer default, the Company or its subsidiaries face litigation and loss risks associated with guarantee obligations. To prevent or mitigate such risks and reduce potential damage, the countermeasures for the risks taken by the Company are primarily as follows:

1. To formulate a detailed customer credit assessment process: the sales department shall collect customer information, the risk management department shall review customer creditworthiness, and, if necessary, conduct on-site due diligence visits. After assessing the overall customer creditworthiness, only the information of customers with good creditworthiness will be submitted to the financial leasing company or the bank. Upon successful review, the relevant agreements will be entered into.

2. Business personnel would regularly visit customers to keep abreast of their production and operating conditions and dynamically track their debt repayment capacity and any changes therein.

3. When providing repurchase guarantees for financial leasing or buyer's credit guarantees to customers, the customer or its designated third party shall also enter into a guarantee agreement with the financial leasing company or bank. In the event of customer default, the financial leasing company or bank may directly demand the customer or its designated third party to fulfill the guarantee obligation, thereby reducing the Company's guarantee liability and expands the scope of recourse available to the Company after assuming the guarantee responsibility.

4. To require the customer or its designated third party to provide necessary counter-guarantees for the guarantee liability assumed by the Company and its subsidiaries to ensure the effectiveness of the Company's recourse after assuming the guarantee liability.

5. To specify "preconditions for the Company and subsidiaries to assume guarantee liability" in the guarantee contract. Only after a specified period following the customer's default, if the customer remains unable to repay the debt, should the Company and its subsidiaries assume guarantee liability.

(III) Cumulative Guarantee Amount and the Amount of Overdue Guarantees

As of 31 July 2025, the total external guarantees provided by the Company and its subsidiaries amounted to RMB4,120,144,700, representing 18.77% of the Company's audited net assets attributable to shareholders of the listed company for 2024; of which, guarantees provided by the Company and its subsidiaries for wholly-owned and controlled subsidiaries amounted to RMB3,642,482,300, representing 16.59% of the Company's audited net assets attributable to shareholders of the listed company for 2024; the Company provided repurchase guarantees totaling RMB419,884,600 for customers of its financial leasing business, representing 1.91% of the Company's most recent audited net assets; the Company provided guarantees totaling RMB57,777,800 for customers in its buyer's credit business, representing 0.26% of the Company's most recent audited net assets. The Company has no overdue guarantees.

CLOSURE OF REGISTER OF MEMBERS

The register of members of the Company will be closed from Tuesday, 23 September 2025 to Friday, 26 September 2025 (both days inclusive), during which period no transfer of Shares will be registered. H Shareholders whose names appear on the register of members of the Company on Friday, 26 September 2025 are entitled to attend the EGM. H Shareholders of the Company who intend to attend the EGM but have not yet registered are required to deposit the transfer documents together with relevant share certificates at the Company's H Share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong at or before 4:30 p.m. on Monday, 22 September 2025.

VOTING AT THE EGM

According to Rule 13.39(4) of the Listing Rules, any vote of Shareholders at the shareholders' meeting of the Company shall be taken by poll except where the chairman, acting in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. As such, the chairman of the EGM will, pursuant to the Articles of Association, demand vote by poll for each resolution proposed at the EGM.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no shareholders are required to abstain from voting on the resolutions to be proposed at the EGM.

During a poll vote, any Shareholder present in person or by proxy (in the case of a Shareholder being a corporation, by its duly authorised representative) shall have one vote for each Share registered in the Shareholder's name in the register of members. According to the Articles of Association, a Shareholder (including proxy) entitled to two or more votes is under no obligation to cast all his/her votes for or against any resolution.

RECOMMENDATIONS

The Board is of the view that the resolutions mentioned above are in the best interests of the Company and its Shareholders. Therefore, the Board recommends the Shareholders to vote for the relevant resolutions to be proposed at the EGM as set out in the notice of the EGM.

By Order of the Board
ZMJ Group Company Limited
JIAO Chengyao
Chairman

ZMJ Group Company Limited
中創智領(鄭州)工業技術集團股份有限公司

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(Stock code: 00564)

NOTICE OF THE THIRD EXTRAORDINARY GENERAL MEETING OF 2025

NOTICE IS HEREBY GIVEN THAT the third extraordinary general meeting of 2025 (the "**EGM**") of ZMJ Group Company Limited (the "**Company**") will be convened at the Convention Centre of ZMJ Group Company Limited, No. 167, 9th Street, Zhengzhou Section (Econ-Tech Development Zone) of China (He'nan) Pilot Free Trade Zone, the PRC at 2:00 p.m. on Friday, 26 September 2025 for the following purposes:

SPECIAL RESOLUTION

1. Resolution on Change of the Company's English Name, English Stock Short Name, and Amendments to the Articles of Association

ORDINARY RESOLUTION

2. Resolution on Adjustment of the Guarantee Scheme for Financing Lease Repurchase and Buyer's Credit Guarantee for Customers

CLOSURE OF REGISTER OF MEMBERS

In order to determine the list of Shareholders who are eligible to attend and vote at the EGM, the register of members of the Company will be closed from Tuesday, 23 September 2025 to Friday, 26 September 2025 (both days inclusive), during which period no transfer of Shares will be registered. H Shareholders whose names appear on the register of members of the Company on Friday, 26 September 2025 are entitled to attend the EGM. H Shareholders of the Company who intend to attend the EGM but have not yet registered are required to deposit the transfer documents together with relevant share certificates at the Company's H Share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong at or before 4:30 p.m. on Monday, 22 September 2025.

By Order of the Board
ZMJ Group Company Limited
JIAO Chengyao
Chairman

Zhengzhou, PRC, 8 September 2025

As at the date of this notice, the executive Directors of the Company are Mr. JIAO Chengyao, Mr. JIA Hao, Mr. MENG Hechao and Mr. LI Kaishun, the non-executive Director is Mr. CUI Kai and the independent non-executive Directors are Mr. CHENG Jinglei, Mr. JI Feng, Mr. FANG Yuan and Ms. YAO Yanqiu.

Notes:

(1) All votes of resolutions at the EGM will be taken by poll pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and the results of the poll will be published on the websites of The Stock Exchange of Hong Kong Limited (www.hkexnews.hk) and the Company (www.zmj.com) in accordance with the Listing Rules.

(2) Any Shareholders entitled to attend and vote at the EGM can appoint one or more proxies to attend and vote at the meeting on his/her behalf. A proxy need not be a Shareholder of the Company. If more than one proxy is so appointed, the appointment shall specify the number and class of Shares in respect of which each proxy is so appointed.

(3) Shareholders shall appoint their proxies in writing. The form of proxy shall be signed by the Shareholder or his/her/its attorney who has been duly authorised in writing. If the Shareholder is a corporation, the form of proxy shall be affixed with the corporation's seal or signed by its Director, or its attorney duly authorised in writing. If the form of proxy is signed by the attorney of the Shareholder, the power of attorney or other authorisation document shall be notarised. For H Shareholders, the aforementioned documents must be lodged with the H Share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not less than 24 hours before the time appointed for holding the EGM or any adjournment thereof in order for such documents to be valid. Completion and delivery of the form of proxy shall not preclude a Shareholder of the Company from attending and voting in person at the meeting and, in such event, the instrument for appointing a proxy shall be deemed to be revoked.

(4) Shareholders shall present their identification documents when attending the EGM.

(5) If a proxy attends the EGM on behalf of a Shareholder, he/she should produce his/her identification document as well as the power of attorney or other documents signed by the appointer or his/her attorney with a specific date of issuance. If a representative of a corporate Shareholder attends the EGM, such representative shall produce his/her identification document and the notarised copy of the resolution passed by the Board or other authority or other notarised copies of any authorization documents issued by such corporate Shareholder.

(6) The EGM is expected to last for half a day. Shareholders who attend the EGM (in person or by proxy) shall bear their own travelling, accommodation and other expenses.

(7) Contact information of the Company:

Address:	ZMJ Group Company Limited, No. 167, 9th Street, Zhengzhou Section (Econ-Tech Development Zone) of China (He'nan) Pilot Free Trade Zone, the PRC
Postal Code:	450016
Telephone:	86-371-67891199
Contact Person:	Mr. XI Zhipeng
Facsimile:	86-371-67891000