

DATED 14 AUGUST 2024

ZIYUANYUAN HOLDINGS GROUP LIMITED

AND

RAFFAELLO SECURITIES (HK) LIMITED

UNDERWRITING AGREEMENT

in relation to the proposed Rights Issue
on the basis of one (1) Rights Share for every five (5) Existing Shares
held on the Record Date
at HK\$1.0 per Rights Share

REED SMITH RICHARDS BUTLER LLP
17th Floor, One Island East
18 Westlands Road
Taikoo Place
Quarry Bay
Hong Kong
(Ref: PHYW/ZIYUANYUAN)

THIS AGREEMENT is made on 14 August 2024

BETWEEN:-

- (1) **ZIYUANYUAN HOLDINGS GROUP LIMITED**, a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on The Stock Exchange of Hong Kong Limited (Stock Code: 8223.HK) and the registered address of which is at Sertus Incorporations (Cayman) Limited, Sertus Chambers, Governors Square, Suite #5-204, 23 Lime Tree Bay Avenue, P.O. Box 2547, Grand Cayman, KY1-1104, Cayman Islands and whose principal place of business in Hong Kong is at Unit 6A, 4/F., Wing On Plaza, 62 Mody Road, Kowloon, Hong Kong (the “**Company**”); and
- (2) **RAFFAELLO SECURITIES (HK) LIMITED**, a company incorporated in Hong Kong with limited liability, whose registered office and principal office in Hong Kong is situated at 1/F, E168, No. 166-168 Des Voeux Road Central, Hong Kong (the “**Underwriter**”).

WHEREAS:-

- (A) The Company was incorporated in the Cayman Islands with limited liability, and as at the date of this Agreement, has an authorised share capital of HK\$100,000,000 divided into 1,000,000,000 Shares of HK\$0.1 each, of which 430,000,000 Shares are in issue and are fully paid or credited as fully paid as at the date of this Agreement. All issued Shares are listed on the Stock Exchange.
- (B) The Company proposes to offer, subject to the fulfilment of the conditions in Clause 2.1, the Rights Shares for subscription by way of rights in the proportion of one (1) Rights Share for every five (5) Existing Shares held at the close of business on the Record Date, to the Qualifying Shareholders at the Subscription Price, payable in full on acceptance and otherwise on the terms and subject to the conditions set out in this Agreement and the Prospectus Documents.
- (C) The offer of the Rights Shares for subscription as aforesaid will be made by the issue of the Prospectus Documents to the Qualifying Shareholders.
- (D) Application will be made to the Stock Exchange to grant (subject to allotment) listing of, and permission to deal in, the Rights Shares in their nil paid and fully paid forms.
- (E) The Underwriter has agreed to underwrite, to the extent not subscribed for by the Qualifying Shareholders, the issue of the Underwritten Shares on the terms and subject to the conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows: -

1. DEFINITIONS

- 1.1 In this Agreement including the Recitals, unless the context otherwise requires, the following expressions have the following meanings:

“Announcement”	the announcement to be published by the Company
----------------	---

	concerning, inter alia, the Rights Issue substantially in the form of the draft annexed hereto in Annexure A, subject to such amendments as the Company and the Underwriter may agree;
“Articles”	the memorandum of association and articles of association of the Company;
“associate(s)”	has the meaning ascribed thereto in the GEM Listing Rules;
“Business Day”	any day (other than a Saturday or Sunday or public holiday or a day on which a tropical cyclone warning signal no. 8 or above or “black” rainstorm warning signal is hoisted or remains hoisted in Hong Kong at any time between 9:00 a.m. and 12:00 noon and is not lowered or discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours;
“CCASS”	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited;
“CCASS Underwritten Shares”	the Underwritten Shares which the Underwriter requests the Company to deposit into CCASS pursuant to Clause 4.5(b);
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
“Companies Miscellaneous Provisions Ordinance”	the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong);
“Director(s)”	director(s) of the Company;
“Excess Application Forms”	the form(s) of application proposed to be issued to the Qualifying Shareholders who wish to apply for excess Rights Shares, being in such usual form as may be agreed between the Company and the Underwriter;
“Existing Share(s)”	the ordinary share(s) of HK\$0.1 each in the share capital of the Company;
“GEM”	GEM operated by the Stock Exchange;
“GEM Listing Committee”	has the meaning ascribed thereto in the GEM Listing

	Rules;
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM of the Stock Exchange as amended, supplemented or otherwise modified from time to time;
“Group”	the Company and the Subsidiaries;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Latest Time for Acceptance”	4:00 p.m. on Thursday, 12 September 2024 or such other time or date as the Underwriter may agree in writing with the Company as the latest date for acceptance of, and payment for, the Rights Shares and application and payment for excess Rights Shares;
“Latest Time for Termination”	4:00 p.m. on Friday, 13 September 2024, being the second Business Day after the Latest Time for Acceptance or such later time or date as the Underwriter may agree in writing with the Company as the latest time for terminating the Underwriting Agreement;
“Non-Qualifying Shareholder(s)”	overseas Shareholders whose name(s) appear(s) on the register of members of the Company at the close of business on the Record Date to whom the Company considers it necessary or expedient not to offer the Rights Shares where, in the opinion of the Board (having made relevant and necessary enquiries), it would or might be unlawful or impracticable to offer the Rights Shares in such jurisdictions on account of any legal or regulatory restrictions or special formalities in such places;
“Posting Date”	29 August 2024 or such other date as the Underwriter may agree in writing with the Company as the date of despatch of the Prospectus Documents to the Qualifying Shareholders or the Prospectus to the Non-Qualifying Shareholders (as the case may be);
“PRC”	the People’s Republic of China which for the purpose of this Agreement excludes Hong Kong, Macau Special Administrative Region and Taiwan;

“Prospectus”	the prospectus to be despatched to Shareholders on the Posting Date in connection with the Rights Issue in such form as may be agreed between the Company and the Underwriter;
“Prospectus Documents”	the Prospectus, the Provisional Allotment Letter and the Excess Application Form;
“Provisional Allotment Letter(s)”	the provisional allotment letter(s) in respect of the Rights Issue proposed to be issued to the Qualifying Shareholders, being in such usual form as may be agreed between the Company and the Underwriter;
“Qualifying Shareholders”	the Shareholders, other than the Non-Qualifying Shareholders, whose names appear on the register of members of the Company as at the close of business on the Record Date;
“Record Date”	28 August 2024 or such other date as the Underwriter may agree in writing with the Company as the date by reference to which entitlements to the Rights Issue are to be determined;
“Registrar”	the branch share registrar of the Company in Hong Kong, being Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong;
“Rights Issue”	the proposed issue of the Rights Shares on the basis of one (1) Rights Share for every five (5) Existing Shares held on the Record Date to the Qualifying Shareholders at a subscription price of HK\$1.0 per Rights Share;
“Rights Shares”	the 86,000,000 new Shares (assuming no change in the number of issued Shares on or before the Record Date) proposed to be allotted and issued under the Rights Issue;
“Settlement Date”	16 September 2024, being the second Business Day following (but excluding) the Latest Time for Acceptance (or such later date as the Underwriter and the Company may agree in writing) as the day for settlement of the Rights Issue;
“Shares”	the ordinary share(s) of HK\$0.1 each in the share capital of the Company;
“Shareholders”	holders of Shares;

“Specified Event”	any event occurring or matter arising on or after the date hereof and prior to the Latest Time for Termination which if it had occurred or arisen before the date hereof would have rendered any of the warranties contained in Clause 8.1 untrue or inaccurate in any material respect;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subscription Price”	HK\$1.0 per Rights Share;
“Subsidiaries”	the subsidiaries (as a “subsidiary” is defined under the GEM Listing Rules) of the Company;
“Takeovers Code”	The Code on Takeovers and Mergers and Share Buy-backs of the Securities and Futures Commission of Hong Kong;
“Underwritten Shares”	all Rights Shares;
“Untaken Shares”	the meaning ascribed thereto in Clause 4.1; and
“%”	per cent.

1.2 References to the singular number include the plural and vice versa and references to one gender include every gender, and references to persons include bodies corporate or unincorporate. The clause headings in this Agreement are for convenience only and have no legal effect

1.3 References to Clauses, Exhibit and Recitals are to clauses, exhibit and recitals to this Agreement.

1.4 References in this Agreement to time are to Hong Kong time.

2. CONDITIONS

2.1 The obligations of the Underwriter under this Agreement are conditional on:

- (i) the delivery to the Stock Exchange for authorisation and registration by the Registrar of Companies in Hong Kong respectively of the Prospectus Documents in compliance with the GEM Listing Rules and the Companies Miscellaneous Provisions Ordinance not later than the Posting Date;
- (ii) the posting of the Prospectus Documents to the Qualifying Shareholders on or before the Posting Date;
- (iii) the GEM Listing Committee of the Stock Exchange granting listing of, and permission to deal in, the Rights Shares, in nil-paid and fully-paid forms;

- (iv) the obligations of the Underwriter becoming unconditional and that this Agreement not being terminated in accordance with the terms hereof on or before the Latest Time for Termination; and
- (v) the representations, warranties or undertakings of the Company as set out in this Agreement remaining true and accurate in all material respects.

2.2 Save for the condition in Clause 2.1(v) which can be waived by the Underwriter, none of the conditions in Clause 2.1 is capable of being waived. In the event that the conditions in Clauses 2.1(i) to 2.1(ii) have not been satisfied on or before the Posting Date or in the event that the condition in Clause 2.1(iii) has not been satisfied on or before the Latest Time for Termination (or, in each case, such later date as the Underwriter and the Company may agree in writing) all liabilities of the parties hereto shall cease and determine and neither party shall have any claim against the other save in respect of any antecedent breaches and claims and save that all such reasonable costs and other out of pocket expenses as have been properly incurred by the Underwriter in connection with the underwriting of the Underwritten Shares by the Underwriter (excluding the underwriting commission, sub underwriting fees and related expenses) shall, to the extent agreed by the Company, be borne by the Company.

2.3 The Company shall use all reasonable endeavours to procure the fulfilment of the conditions in Clause 2.1 (to the extent it is within its power to do so), and shall do all the things required to be done by it pursuant to the Prospectus Documents or otherwise reasonably necessary to give effect to the Rights Issue and the arrangements contemplated by this Agreement.

3. THE RIGHTS SHARES

3.1 Subject to fulfilment of the conditions set out in Clause 2.1:

- (i) the Company shall, on or before the Posting Date, by resolution of the Directors (or a duly established and authorised committee thereof) provisionally allot (on and subject to the terms and conditions contained in the Prospectus Documents) the Rights Shares in their nil-paid form to the Qualifying Shareholders in the proportion of one (1) Rights Share for every five (5) Existing Shares held on the Record Date, and the Company shall offer the Rights Shares to the Qualifying Shareholders at the Subscription Price by posting the Prospectus Documents (with the Provisional Allotment Letters duly completed) to such holders not later than the Posting Date, on the basis that payment for the Rights Shares shall be made in full on acceptance no later than the Latest Time for Acceptance;
- (ii) the Company shall provisionally allot Rights Shares which would have been provisionally allotted to the Non-Qualifying Shareholders had they been Qualifying Shareholders, to a person nominated by the Company in nil-paid form and shall by no later than the close of business on the Posting Date advise the Underwriter of the Rights Shares which have been so allotted. The Company shall procure that the person so nominated by the Company shall use its best endeavours to sell the rights on the Stock Exchange as soon as practicable after dealings in nil-paid rights commence and in any event before dealings in nil-paid Rights Shares end at a net premium in excess of all

expenses of sale and stamp duty (if any), and if and to the extent that such rights can be so sold, that person shall account to the Company for the net proceeds of such sale (after deduction of the expenses of sale and stamp duty (if any)). The Company shall distribute such net proceeds pro rata to the Non-Qualifying Shareholders provided that individual amounts of HK\$100 or less payable to any Non-Qualifying Shareholder shall be retained for the benefit of the Company; and

- (iii) the Company shall, on the Posting Date, post the Prospectus only without the Provisional Allotment Letter or the Excess Application Form and marked “For information only” to the Non-Qualifying Shareholders.

3.2 The Rights Shares provisionally allotted but not accepted and the Rights Shares provisionally allotted to the nominee of the Company pursuant to Clause 3.1(ii), but which cannot be sold at a net premium as mentioned in Clause 3.1(ii) shall also be made available for subscription by the Qualifying Shareholders by means of the Excess Application Forms.

3.3 The Company shall use its best endeavours to ensure that all applications pursuant to Excess Application Forms are properly processed and dealt with in accordance with the terms of the Prospectus and the Excess Application Forms. If the number of Rights Shares applied for pursuant to the Excess Application Forms exceeds the number of Rights Shares which have not been taken up by the Qualifying Shareholders or persons to whom they have renounced their rights under the Provisional Allotment Letters, the Directors will, upon consultation with the Underwriter, on a fair and reasonable basis, allocate the excess Rights Shares at their discretion on a pro rata basis by reference to the number of excess Rights Shares being applied for under each application without reference to the number of Rights Shares comprised in applications by Provisional Allotment Letter or the number of Existing Shares held by the relevant Qualifying Shareholder, and will not give preference to topping-up odd lots to whole board lots.

3.4 References to:-

- (i) “accepted” in relation to any Rights Shares means Rights Shares in respect of which the Provisional Allotment Letter relating thereto has been lodged for acceptance in accordance with the terms of the Prospectus Documents together with cheques/banker’s cashier orders for the full amount payable in respect of such Rights Shares which are honoured on first presentation and references in this Agreement to “accept” and “acceptance” shall be construed accordingly; and
- (ii) “taken up” in relation to any Rights Shares shall mean Rights Shares (a) which have been accepted or (b) in respect of which Excess Application Forms have been lodged for acceptance in accordance with the terms of the Prospectus Documents together with cheques/banker’s cashier order for the full amount payable in respect of such Rights Shares being accepted or being applied for under such Excess Application Forms which are honoured on first presentation and references to “take up” shall be construed accordingly.

4. UNDERWRITING

- 4.1 Subject to the provisions of this Agreement, if and to the extent that at the Latest Time for Acceptance, there shall remain any Underwritten Shares in respect of which valid acceptances of provisional allotments or valid applications under the Excess Application Forms, accompanied by remittances for the relevant amounts payable on acceptance or application where such remittances have been honoured on first presentation (or, if agreed by the Company at its sole discretion, upon second presentation), have not by then been received either on acceptances of provisional allotments or on applications under the Excess Application Forms (all of which said applications the Company undertakes with the Underwriter to accept before calling upon the Underwriter to perform their obligations imposed by this Clause 4 provided that they have been submitted in accordance with the terms and conditions set out in the Prospectus Documents), then the Underwriter shall procure that such number of the Underwritten Shares so remaining (the “**Untaken Shares**”) shall be taken up by the Underwriter or subscribers procured by them in the manner below on the terms of the Prospectus Documents, save as regards the time for acceptance and payment. The Underwriter shall pay or procure to be paid to the Company the amount due on acceptance in respect thereof, subject to and in accordance with the provisions of Clause 4.4.
- 4.2 In performance of its obligations hereunder, the Underwriter shall comply fully with all relevant laws and shall not do or omit anything the doing or omission of which shall or can reasonably be expected to cause the Company or any of the Directors to be in breach of any relevant laws and in particular, but without prejudice to the generality of the foregoing, the Underwriter shall ensure that all offers made by them of the Rights Shares are made only in compliance with all relevant securities legislation and do not require the registration of the Prospectus Documents or any of them or any other document as a prospectus or otherwise in any jurisdiction other than Hong Kong. The Underwriter shall not make or purport to make on behalf of the Company any representation or warranty not contained in the Prospectus Documents. In the event that the Underwriter is required to take up the Untaken Shares pursuant to its obligations herein, the Underwriter hereby irrevocably undertakes to the Company that:-
- (a) without affecting the Underwriter’s obligation to underwrite all the Underwritten Shares (whether to underwrite the same by itself or procure sub-underwriting of the same), the Underwriter shall not subscribe, for its own account, for such number of Underwritten Shares, which will result in the aggregate shareholding of it and parties acting in concert (within the meaning of the Takeovers Code) with it in the Company to exceed 9.9% upon completion of the Rights Issue;
 - (b) the Underwriter shall use all reasonable endeavours to ensure that each of the sub-underwriters or subscribers or purchasers of the Underwritten Shares procured by it (i) shall be third party independent of, not acting in concert (within the meaning of the Takeovers Code) with and not connected with the Company, any of the Directors, chief executive of the Company or substantial shareholders of the Company or their respective associates (as defined in the GEM Listing Rules); and (ii) shall not, together with any party acting in concert (within the meaning of the Takeovers Code) with it, hold such number of Underwritten Shares which in aggregate exceed 9.9% of the total number of issued Shares upon completion of the Rights Issue; and

- (c) the Underwriter shall use all reasonable endeavours to procure that the minimum public float requirement under the GEM Listing Rules be fulfilled by the Company upon completion of the Rights Issue.

The Underwriter confirms that each of it and the sub-underwriters (in each case together with their respective ultimate beneficial owners and associates) are third parties independent of the Company and any connected person(s) (as such term is defined in the GEM Listing Rules) of the Company or any of their respective associates, and not a connected person of the Company.

- 4.3 The Company shall procure that the Registrar keeps the Underwriter regularly informed of the number of Rights Shares accepted for during the period up to the Latest Time for Acceptance and notifies the Underwriter in writing as soon as practicable thereafter of the total number of the Underwritten Shares (if any) for which acceptances or applications as aforesaid shall not have been received as at such time and date.
- 4.4 The Underwriter shall subscribe or procure subscribers for the Untaken Shares for which it is called upon to subscribe or procure subscribers for, and pay or procure the payment to the Company, by way of bank transfer in cleared funds, of the Subscription Price in respect of those Untaken Shares less the aggregate of any amount payable to it pursuant to Clause 7 for value on the Settlement Date and in any event by not later than 5:00 p.m. on the Settlement Date.
- 4.5 The Untaken Shares dealt with as provided in Clauses 4.1 and 4.4 shall be duly allotted and issued and either:
 - (a) the allottees thereof shall be duly entered on the register of members of the Company in respect of the Rights Shares so allotted and certificates in respect thereof shall be issued in such names and in such denominations as the Underwriter may reasonably require and the same shall be delivered to the Underwriter or as it may direct; or
 - (b) in respect of the CCASS Underwritten Shares, the Company shall use its reasonable endeavours to facilitate the credit to the Underwriter's or the Underwriter's nominee's account with CCASS and provide sufficient evidence or confirmation of the same to the Underwriter. If any of the CCASS Underwritten Shares is not accepted into CCASS by the Settlement Date, certificates in respect of such CCASS Underwritten Shares shall be issued in respect thereof on the basis set out in Clause 4.5(a),

within two Business Days from the receipt by the Company of payment as referred to in Clause 4.5 from the Underwriter. Following payment as aforesaid, all obligations and liabilities of the Underwriter under this Agreement shall cease.

- 4.6 If the Underwriter shall default in complying with its obligations under Clauses 4.1 and 4.4, the Company is hereby irrevocably authorised to treat this Agreement as an application by the Underwriter on and subject to the terms and conditions and on the basis of the information contained in the Prospectus Documents (other than as to the time and method of acceptance and payment) for the Untaken Shares which have not

been taken up due to the default of the Underwriter and to allot and issue the same to the Underwriter upon such terms and conditions. The Underwriter shall pay to the Company the full amount in respect of the Untaken Shares which have not been taken up by it as aforesaid together with interest accrued thereon less the aggregate of any amount payable to it pursuant to Clause 7 against delivery by the Company to the Underwriter (or as it may direct) of documentary evidence of entitlement to such Untaken Shares. For the purpose of this Clause 4.6, interest shall accrue on any unpaid amount at the annual rate equal to the aggregate of 2% and the prime lending rate in Hong Kong dollars published by The Hongkong and Shanghai Banking Corporation from time to time, from and including the Settlement Date to and excluding the date on which payment is received by the Company.

5. ALLOTMENT AND ISSUE

- 5.1 Subject to the fulfilment of the conditions referred to in Clause 2.1 and performance by the Underwriter of its obligations under Clause 4 (if called upon to do so), the Company shall, on or as soon as practicable after the Latest Time for Termination, duly allot and issue (or confirm the allotment and issue of) the Rights Shares validly accepted or validly applied for either on acceptances of provisional allotments or on Excess Application Forms and shall issue certificates for the Rights Shares to the respective subscribers or (as the case may be) their nominees in accordance with the terms of the Prospectus Documents.
- 5.2 The Untaken Shares taken up by the Underwriter as provided in Clause 4 shall be duly allotted and issued in the manner as provided in Clause 4.5.
- 5.3 In relation to the issue of the Rights Shares, the Company shall pay all such fees, charges, duties and costs, supply all such information, give all such undertakings, execute all such documents and do all such things as may be required by applicable laws, rules and regulations or by the Stock Exchange.

6. ANNOUNCEMENTS

Other than the Announcement and save as required by law or by the Stock Exchange or the Securities and Futures Commission of Hong Kong, the Company shall not issue any announcement or circular relating to the Rights Issue from the date hereof up to and including the completion of the Rights Issue without prior consultation with the Underwriter as to the contents thereof and the timing and manner of the making or despatch thereof, such approval not to be unreasonably withheld or delayed, and the Company shall take into account reasonable and appropriate requirements on the part of the Underwriter in relation thereto.

7. REMUNERATION AND EXPENSES

- 7.1 In consideration of the Underwriter's services and provided the Rights Issue and this Agreement shall have become unconditional and the Rights Issue shall have been completed in accordance with its terms and the Underwriter shall have fulfilled all their respective obligations hereunder (whether or not the Underwriter is called upon to subscribe or procure subscribers for the Untaken Shares pursuant to Clause 4), the Company shall pay to the Underwriter:

- (a) an underwriting commission of an amount equal to 7.07% of the aggregate Subscription Price of the Underwritten Shares; and
- (b) all costs and other out-of-pocket expenses reasonably and properly incurred by the Underwriter in connection with the underwriting of the Underwritten Shares and agreed in advance by the Company in writing but excluding sub-underwriting fees and expenses relating to the sub-underwriting which shall be borne by the Underwriter, if any, and further subject to a maximum amount of HK\$1,000.

7.2 The Underwriter shall be entitled to deduct the underwriting commission and other reasonable costs and out-of-pocket expenses as referred to in Clause 7.1 from the amount of any subscription moneys payable by it on or before 5:00 p.m. on the Settlement Date pursuant to Clause 4.1. In the event of the Underwriter not being called upon to subscribe or procure subscribers pursuant to Clause 4.1 and/or the amount of such subscription moneys payable by it being less than the full amount due to it from the Company pursuant to this Agreement, such costs and expenses, or the balance thereof, shall be due and payable by the Company within five (5) Business Days of the Settlement Date or on such other date as may be agreed between the Company and the Underwriter.

8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 The Company hereby represents warrants and undertakes to the Underwriter that, subject as provided herein:

- (a) Recitals (A) to (E) to this Agreement are true and accurate in all material respects and (other than as contemplated under this Agreement or as disclosed in public documents issued by the Company and in the Announcement) there are no rights (whether conditional or unconditional) in existence which require the issue of any Shares or other securities of the Company now or at any time hereafter and (save with the consent of the Underwriter) no further share capital or loan capital will be issued by the Company and no alteration will be made in the rights attached to any of the issued Shares pending the commencement of dealings in the Rights Shares;
- (b) all statements of fact contained or to be contained in the Prospectus Documents and the Announcement (other than those made by the Underwriter) are or shall when made be true and accurate in all material respects and are not or shall not be misleading in any material respect and there are no facts, which are known or on reasonable enquiry could have been known to the Company and which have not been disclosed to the Underwriter or will not be disclosed in the Prospectus Documents and the Announcement, the omission of which could make any statement in the Prospectus Documents and the Announcement misleading in a material respect or which in the context of the Rights Issue are material for disclosure therein;
- (c) the statements and the expressions of opinion, intention and expectation of the Company to be contained in the Prospectus Documents and the Announcement

or in the documents referred to therein have been, or shall be, made after due and proper consideration, are fair and reasonable and based on facts known to the Company;

- (d) the Prospectus Documents and the Announcement shall contain all material particulars required to comply with all Hong Kong statutory and other provisions so far as applicable and the requirements of the Stock Exchange and the issue of the Rights Shares in accordance with the Prospectus Documents shall comply with the Companies Miscellaneous Provisions Ordinance, the GEM Listing Rules, the requirements of the Stock Exchange and all other relevant regulations in Hong Kong;
- (e) subject to fulfilment of the conditions set out in Clause 2.1, the Company has power under its memorandum of association and the Articles to, and has taken all necessary corporate or other action to enable it to, enter and perform its obligations under this Agreement and to make the Rights Issue, to allot and issue the Rights Shares and to deal with the Rights Shares as may be specified in the Prospectus Documents and no other consents, actions, authorisations or approvals are necessary to enable or authorise it to do any of the aforesaid;
- (f) the obligations of the Company contained in this Agreement constitute the legal, valid and binding obligations of the Company, enforceable in accordance with the terms herein subject only to limitation imposed by law and not by contract;
- (g) the Company shall have available authorised share capital sufficient to permit the Rights Shares to be issued pursuant to the Rights Issue;
- (h) the Rights Shares shall, when fully paid, rank *pari passu* in all respects with the Shares then in issue, including as to the right to receive all dividends and distributions which may be declared, made or paid on or after the date of issue of the Rights Shares; and
- (i) no Shares shall be allotted or issued between the date hereof up to and including the Record Date.

8.2 The representations and warranties contained in Clause 8.1 are given as the date hereof. In addition, they shall be deemed to be repeated on the Posting Date with respect (where relevant) to the Prospectus Documents in their final form and on the Latest Time for Acceptance, in each case, with reference to the facts and circumstances then subsisting. The Company shall not do or omit to do (and shall procure that no Subsidiary shall do or omit to do), any act or thing whereby any of the representations or warranties in Clause 8.1 would be untrue in any material respect on the Posting Date or on the Latest Time for Acceptance and the Company undertakes to notify the Underwriter of any matter or event coming to its attention prior to the despatch of the Prospectus Documents or prior to the Latest Time for Acceptance which shows any representation or warranty to be or to have at any relevant time been untrue or inaccurate in any material respect or which, had the representations and warranties contained in Clause 8.1 been repeated on each day prior to the Latest Time for Acceptance, would have shown any representation or warranty to be or to have at any relevant time been untrue or inaccurate in any material respect.

- 8.3 If, prior to the despatch of the Prospectus Documents or on or prior to the Latest Time for Acceptance, any matter or event comes to the attention of the Company, as a result of which any representation or warranty, if repeated immediately after the occurrence thereof, would be untrue or inaccurate in any material respect or which would or might render untrue, inaccurate in any material respect or misleading any statement, whether of fact or opinion, contained in the Prospectus Documents if the same were issued immediately after such occurrence, the Company shall forthwith notify the Underwriter and, but without prejudice to the absolute rights of the Underwriter pursuant to Clause 9, the Company and the Underwriter shall forthwith consult with a view to agreeing what steps should be taken (including without limitation notifying the Stock Exchange and taking any steps necessary to avoid a false market in the Rights Shares, and deciding what changes, if any, should be made to the Prospectus Documents or, if the Prospectus Documents have already been despatched, what announcement or circular, if any, should be made or despatched). The Company agrees not to make any such changes or announcement without the prior written consent of the Underwriter (which consent shall not be unreasonably withheld or delayed).
- 8.4 The representations, warranties and undertakings in this Agreement shall remain in full force and effect notwithstanding completion of the Rights Issue and all matters and arrangements referred to in or contemplated by this Agreement.

9. TERMINATION AND FORCE MAJEURE

- 9.1 The Underwriter shall be entitled by giving notice in writing to the Company prior to the Latest Time for Termination to terminate this Agreement if:-
- (a) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (i) 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, in the reasonable opinion of the Underwriter, would materially and adversely affect the business or the financial or trading position of the Group as a whole or would be materially adverse in the context of the Rights Issue; or
 - (ii) 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 generic 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, would materially and adversely affect the business or the financial or trading position or prospect of the Group 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

- (b) any material 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 of trading in securities) occurs which in the reasonable opinion of the Underwriter are likely to materially and adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue;
- (c) 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 similar event occurring in respect of any member of the Group or the destruction of any material asset of the Group; or
- (d) any event of force majeure occurs, including without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, outbreak of an infectious disease, epidemic, terrorism, armed conflict, strike or lock-out; or
- (e) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole occurs, whether or not ejusdem generis with any of the foregoing; or
- (f) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the reasonable opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (g) 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, the Prospectus Documents or other announcements or circulars in connection with the Rights Issue.

9.2 The Underwriter shall be entitled by notice in writing to rescind this Agreement if prior to the Latest Time for Termination:

- (a) any material breach of any of the representations, warranties or undertakings contained in Clause 8.1 above comes to the knowledge of the Underwriter; or
- (b) any Specified Event comes to the knowledge of the Underwriter.

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination.

9.3 Upon the giving of notice pursuant to this Clause 9, all obligations of the Underwriter hereunder shall cease and determine (but without prejudice to the rights of any party in respect of antecedent breach) and neither of the parties hereto shall have any claim against the other parties in respect of any matter or thing arising out of or in connection

with this Agreement provided that the Company shall remain liable to pay to the Underwriter such costs and expenses (but not the underwriting commission and any sub-underwriting fees and expenses relating to the sub-underwriting which shall be borne by the Underwriter) referred to in Clause 7.

10. SUCCESSORS AND ASSIGNEES

- 10.1 This Agreement shall be binding on and endure for the benefit of each party's personal representative, successors and (where permitted) assignees.
- 10.2 No part of this Agreement may be assigned by any party without the prior written consent of the other parties hereto.

11. NOTICES

- 11.1 Any notice required to be given hereunder will be deemed to be duly served if left at or sent by hand, by telex or e-mail or pre-paid post to the following addresses and e-mail addresses and marked for the attention of the following persons:

If to the Company:

Address : Unit 6A, 4/F., Wing On Plaza, 62 Mody Road, Kowloon, Hong Kong
Attention : The Board of Directors
E-mail address : waynewks@ziyuanyuan.com

If to the Underwriter:

Address : 1/F, E168, No. 166-168 Des Voeux Road Central, Hong Kong
Attention : Mr. Elvis Lam
E-mail address : elvis.lam@raffaellosec.com

- 11.2 Any such notice will be deemed to be served if sent by e-mail when the e-mail is transmitted, if sent by hand at the time when the same is handed to or left at the address of the party to be served, and if sent by post on the day (excluding Sundays or Hong Kong public holidays) after the day of posting.

12. TIME OF THE ESSENCE

- 12.1 Time shall be of the essence in this Agreement both as to times, dates and periods mentioned herein and as to any times, dates or periods which may by agreement in writing be substituted therefor.

13. GOVERNING LAW

- 13.1 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection with this Agreement, provided that this Agreement may be enforced in any other court of competent jurisdiction.

- 13.2 The terms of this Agreement are intended solely for the benefit of each party hereof and its respective successors or permitted assigns. The Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) shall not apply to this Agreement and no person other than the parties hereof shall have any rights under it, nor shall it be enforceable by any person other than the parties to it.

14. COUNTERPARTS

- 14.1 This Agreement may be executed (including by facsimile signatories) in one or more counterparts each of which shall be binding on each party by whom or on whose behalf it is so executed, but which together shall constitute a single instrument. For the avoidance of doubt, this Agreement shall not be binding on either the parties hereto unless and until it shall have been executed by or on behalf of all persons expressed to be parties hereto.

15. FURTHER ASSURANCE

- 15.1 Each of the parties hereto shall give all such assistance and provide all such information as the other parties (or any of them) shall require for the purposes of this Agreement and shall execute and do all such documents acts and things as the other parties (or any of them) may reasonably require in order to give effect to the terms of this Agreement.

16. INVALIDITY

- 16.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

17. VARIATION

- 17.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.

18. WAIVER

- 18.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power, claim or remedy vested in a party under or pursuant to this Agreement or otherwise shall affect, prejudice or constitute a waiver by such party of such or any other right, power, claim or remedy.
- 18.2 Any right, power, claim or remedy expressly conferred upon a party under this Agreement shall be in addition to and without prejudice to all other rights, powers, claims and remedies which would otherwise be available to such party under this

Agreement or at law.

IN WITNESS whereof this Agreement has been entered into the day and year first above written.

SIGNED by)
for and on behalf of)
ZIYUANYUAN HOLDINGS GROUP LIMITED)
in the presence of:)

张俊峰

SIGNED by Tsang Kin Hung Wong Lok Wa)
for and on behalf of)
RAFFAELLO SECURITIES (HK) LIMITED)

in the presence of:)

For and on behalf of
RaffAello Securities (HK) Limited


.....
Authorized Signature(s)

Signature of Witness: 

Name of witness: Lam Bun Hei

ANNEXURE A

FORM OF ANNOUNCEMENT

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, 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 announcement.

This announcement is for information purpose only and does not constitute an invitation or offer to acquire, purchase, or subscribe for any securities in the Company and neither this announcement nor anything herein forms the basis for any contract or commitment whatsoever.

Distribution of this announcement into jurisdictions other than Hong Kong may be restricted by law. Persons who come into possession of this announcement should acquaint themselves with and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

This announcement is not an invitation or offer of securities for sale in the United States and neither this announcement nor any copy thereof may be released or distributed in the United States or any other jurisdiction where such release might be unlawful or to any US persons. Securities may not be offered or sold in the United States absent registration or an exemption from registration under the Securities Act of 1933 of the United States, as amended.



Ziyuanyuan Holdings Group Limited

紫元元控股集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8223)

**PROPOSED RIGHTS ISSUE ON THE BASIS OF
ONE (1) RIGHTS SHARE FOR
EVERY FIVE (5) EXISTING SHARES
HELD ON THE RECORD DATE**

Underwriter to the Rights Issue



Raffaello Securities (HK) Limited

PROPOSED RIGHTS ISSUE

The Company proposes to raise gross proceeds of approximately HK\$86.0 million before expenses by way of the Rights Issue to the Shareholders (on the basis that no Shares are issued or repurchased on or before the Record Date). The Rights Issue involves the issue of up to 86,000,000 Rights Shares (on the basis that no Shares are issued or repurchased on or before the Record Date) at the Subscription Price of HK\$1.00 per Rights Share on the basis of one (1) Rights Share for every five (5) existing Shares in issue on the Record Date to the Qualifying Shareholders.

THE UNDERWRITING AGREEMENT

On 14 August 2024 (after trading hours), the Company entered into the Underwriting Agreement with the Underwriter, pursuant to which the Underwriter has conditionally agreed to fully underwrite 86,000,000 Rights Shares, subject to the terms and conditions of the Underwriting Agreement.

The proposed Rights Issue is conditional upon the obligations of the Underwriter under the Underwriting Agreement becoming unconditional and the Underwriter not terminating the Underwriting Agreement.

GEM LISTING RULES IMPLICATIONS

As the proposed Rights Issue will not increase either the total number of issued shares or the market capitalisation of the Company by more than 50% within the 12-month period immediately preceding the date of this announcement and it is not underwritten by a Director, chief executive or substantial shareholder of the Company (or any of their respective close associates), the proposed Rights Issue will not be subject to the approval of the Shareholders in general meeting pursuant to Rule 10.29 of the GEM Listing Rules.

The Company has not conducted any rights issue, open offer or specific mandate placing within the 12-month period immediately preceding the date of this announcement, or prior to such 12-month period where dealing in respect of the Shares issued pursuant thereto commenced within such 12-month period, nor has it issued any bonus securities, warrants or other convertible securities within such 12-month period. The proposed Rights Issue does not result in a theoretical dilution effect of 25% or more on its own.

The public float requirements under the GEM Listing Rules shall be fulfilled by the Company at all times, and the Company will take all appropriate steps to ensure that sufficient public float be maintained at all times in compliance with Rule 11.23(7) of the GEM Listing Rules.

CLOSURE OF REGISTER OF MEMBERS

The register of members of the Company will be closed from Thursday, 22 August 2024 to Wednesday, 28 August 2024 (both dates inclusive) for determining the entitlements to the Rights Issue. No transfer of Shares will be registered during this period.

GENERAL

Subject to the fulfilment of certain conditions of the Rights Issue, the Company will despatch the Prospectus Documents containing, among other things, the Prospectus setting out details of the Rights Issue, the PAL and EAF to the Qualifying Shareholders on Thursday, 29 August 2024. A copy of the Prospectus will also be made available on the websites of the Company (www.ziyygroup.com) and the Stock Exchange (www.hkexnews.hk). The Company will despatch copies of the Prospectus to the Non-Qualifying Shareholders (if any) for their information only, but will not send any PAL or EAF to them.

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

Shareholders should note that the Shares are expected to be dealt in on an ex-right basis from Tuesday, 20 August 2024. Dealings in the Nil-Paid Rights will take place from Monday, 2 September 2024 to Monday, 9 September 2024 (both dates inclusive).

Any Shareholder or other person contemplating selling or purchasing the Shares and/or Nil-Paid Rights up to the date when the conditions of the Rights Issue are fulfilled will bear the risk that the Rights Issue may not become unconditional and may not proceed. Shareholders and the public are reminded to exercise caution when dealings in the Shares and any dealings in the Nil-Paid Rights from Monday, 2 September 2024 to Monday, 9 September 2024 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Any Shareholders or other persons contemplating any dealings in the Shares or Nil-Paid Rights are recommended to consult their own professional advisers.

PROPOSED RIGHTS ISSUE

The Board proposed to carry out the Rights Issue, details of which are summarised below:

Issue statistics

Basis of the Rights Issue:	One (1) Rights Share for every five (5) existing Shares held on the Record Date
Subscription Price:	HK\$1.00 per Rights Share

Number of the existing Shares in issue as at the date of this announcement:	430,000,000 Shares
Number of Rights Shares to be issued under the Rights Issue:	Up to 86,000,000 Rights Shares (assuming no new Shares are issued or repurchased on or before the Record Date)
Maximum enlarged issued share capital upon completion of the Rights Issue:	516,000,000 Shares (assuming no Shares are issued (other than the Rights Shares) or repurchased on or before the completion of the Rights Issue)
Maximum proceeds to be raised under the Rights Issue before expenses:	HK\$86.0 million (assuming no Shares are issued or repurchased on or before the Record Date)
Number of Rights Shares underwritten by the Underwriter:	Up to 86,000,000 Rights Shares, on fully underwritten basis

Assuming no Shares are issued or repurchased on or before the Record Date, the maximum number of 86,000,000 Rights Shares to be issued pursuant to the terms of the Rights Issue represents 20.0% of the total number of the existing issued Shares as at the date of this announcement and approximately 16.67% of the total number of the issued Shares as enlarged by the allotment and issue of the Rights Shares immediately upon completion of the Rights Issue. The Company has no outstanding convertible bonds, options, derivatives, warrants, conversion rights or other similar rights entitling holders thereof to subscribe for or convert into or exchange for new Shares.

The Company has not conducted any rights issue, open offer and/or specific mandate placing within the 12-month period immediately preceding the date of this announcement, or prior to such 12-month period where dealing in respect of the Shares issued pursuant thereto commenced within such 12-month period, nor has it issued any bonus securities, warrants or other convertible securities as part of such rights issue, open offers and/or specific mandate placings within such 12-month period. The Rights Issue does not result in a theoretical dilution effect of 25% or more on its own.

Subscription Price

The Subscription Price of HK\$1.00 per Rights Share is payable in full when a Qualifying Shareholder accepts his/her/its provisional allotment under the Rights Issue and, where applicable, applies for excess Rights Shares under the Rights Issue or when a transferee of Nil-Paid Rights applies for the Rights Shares.

The Subscription Price represents:

- (i) a discount of approximately 66.44% to the closing price of HK\$2.980 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (ii) a discount of approximately 66.49% to the average of the closing prices per Share as quoted on the Stock Exchange for the five consecutive trading days up to and including the Last Trading Day of approximately HK\$2.984;
- (iii) a discount of approximately 65.41% to the average of the closing prices per Share as quoted on the Stock Exchange for the ten consecutive trading days up to and including the Last Trading Day of approximately HK\$2.891;
- (iv) a discount of approximately 62.26% to the theoretical ex-rights price of approximately HK\$2.650 per Share as adjusted for the effect of the Rights issue, based on the closing price of HK\$2.980 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (v) a premium of approximately 36.38% to the audited consolidated net asset value attributable to the Shareholders as at 31 December 2023 as extracted from the annual report of the Company for the year ended 31 December 2023 of approximately HK\$0.733 per Share;
- (vi) a theoretical dilution effect (as defined under Rule 10.44A of the GEM Listing Rules) of approximately 11.09% of the theoretical diluted price of HK\$2.653 based on the benchmarked price of HK\$2.984 per Share.

Under the Rights Issue, each Qualifying Shareholder is entitled to subscribe for the Rights Shares at the Subscription Price in proportion to his/her/its existing shareholdings in the Company. The Board considers that the discount of the Subscription Price to the current market price will encourage them to participate in the Rights Issue and to take up their entitlements to maintain his/her/its shareholding in the Company, thereby minimising dilution impact. The Subscription Price and the Rights Issue ratio were determined by the Board based on the funding needs of the Group in respect of growth and development of the Group's business as set out more particularly described under the section headed "Reasons for the Rights Issue and the Use Of Proceeds" in this announcement. As such, the Directors consider that the Subscription Price is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Qualifying Shareholders

The Company will send the Prospectus Documents to the Qualifying Shareholders only. For the Non-Qualifying Shareholders, the Company will send copies of the Prospectus to them for their information only, but no PAL or EAF will be sent to the Non-Qualifying Shareholders. To qualify for the Rights Issue, a Shareholder must be registered as a member of the Company and not be a Non-Qualifying Shareholder on the Record Date.

Shareholders whose Shares are held by nominee companies (or which are deposited in CCASS) should note that the Board will regard a nominee company (including HKSCC Nominees Limited) as a single Shareholder according to the register of members of the Company. Shareholders with their Shares held by nominee companies (or which are deposited in CCASS) are advised to consider whether they would like to arrange for registration of the relevant Shares in the name of the beneficial owner(s) prior to the Record Date. Shareholders and investors of the Company should consult their professional advisers if they are in doubt.

In order to be registered as members of the Company on the Record Date, a Shareholder must lodge the relevant transfer(s) of Share(s) (with the relevant share certificates) with the Registrar by 4:30 p.m. on Wednesday, 21 August 2024.

The last day of dealing in the Shares on cum-rights basis is Monday, 19 August 2024. The Shares will be dealt with on an ex-rights basis from Tuesday, 20 August 2024.

Qualifying Shareholders who do not take up the Rights Shares to which they are entitled and Non-Qualifying Shareholders should note that their shareholdings in the Company will be diluted.

Rights of Overseas Shareholders

The Prospectus Documents are not intended to be registered under the applicable securities legislation of any jurisdiction other than Hong Kong. Overseas Shareholder(s) may not be eligible to take part in the Rights Issue as explained below.

In compliance with the necessary requirements of the GEM Listing Rules, the Company will make enquiries regarding the feasibility of extending the Rights Issue to the Overseas Shareholder(s) (if any). If, after making such enquiry and based on legal opinions, the Directors consider that it is necessary or expedient not to offer the Rights Shares to the Overseas Shareholders on account either of the legal restrictions under the laws of the relevant place(s) or the requirements of the relevant regulatory body or stock exchange in that (those) place(s), the Rights Issue will not be extended to such Overseas Shareholders. As at the date of this announcement, there are 3 Overseas Shareholders with registered addresses situated in the PRC, and 2 Overseas Shareholders with registered addresses situated in the British Virgin Islands.

The basis for excluding the Non-Qualifying Shareholders(s), if any, from the Rights Issue will be set out in the Prospectus. The Company will send the Prospectus (without the PAL and the EAF) and a letter explaining the circumstances in which the Non-Qualifying Shareholders are not permitted to participate in the Rights Issue to the Non-Qualifying Shareholders for their information only.

Arrangements will be made for Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholder(s) to be sold in the market in their nil-paid form as soon as practicable after dealings in the Nil-Paid Rights commence, if a premium (net of expenses) can be obtained. The proceeds of such sale, less expenses and stamp duty, of more than HK\$100 will be paid pro rata to the Non-Qualifying Shareholder(s). The Company will retain individual amounts of HK\$100 or less for the benefit of the Company. Any unsold entitlement of Non-Qualifying Shareholder(s) to the Rights Shares and any Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders will be made available for excess applications by Qualifying Shareholders under the EAF(s).

Overseas Shareholders should note that they may or may not be entitled to the Rights Issue. Accordingly, Overseas Shareholders should exercise caution when dealing in the securities of the Company.

Closure of register of members

The register of members of the Company will be closed from Thursday, 22 August 2024 to Wednesday, 28 August 2024 (both days inclusive) for determining the Shareholders' entitlements to the Rights Issue.

No transfer of Shares will be registered during the above book closure period.

Basis of provisional allotment

The basis of the provisional allotment shall be one (1) Rights Share for every five (5) existing Shares in issue and held by the Qualifying Shareholders at the close of business on the Record Date at the Subscription Price payable in full on acceptance and otherwise on the terms and subject to the conditions set out in the Underwriting Agreement and the Prospectus Documents.

Application for all or any part of a Qualifying Shareholder's provisional allotment should be made by lodging a duly completed PAL and a cheque or a banker's cashier order for the sum payable for the Rights Shares being applied for with the Registrar at or before the latest time for acceptance at 4:00 p.m. on Thursday, 12 September 2024.

Fractional entitlements to the Rights Shares

No fractional entitlements to the Rights Shares shall be issued to the Shareholders and no entitlements of the Non-Qualifying Shareholders to the Rights Shares shall be issued to the Non-Qualifying Shareholders. All fractions of the Rights Shares shall be rounded down to the nearest whole number of Rights Shares and aggregated and, if a premium (net of expenses) can be achieved, sold in the market by the Company. Any unsold entitlements shall be made available for excess application by the Qualifying Shareholders. Should there be no excess application by the Qualifying Shareholders, those Rights Shares created from the aggregation of fraction of the Rights Shares will be taken up by the Underwriter. No odd lot matching services will be provided.

Status of the Rights Shares

The Rights Shares (when allotted, issued and fully paid) will rank pari passu in all respects with the existing Shares in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which may be declared, made or paid with a record date falling after the date of allotment and issue of the Rights Shares in their fully-paid form.

Share certificates and refund cheques for the Rights Issue

Subject to the fulfilment of the conditions of the Rights Issue, share certificates for all fully-paid Rights Shares are expected to be posted to those entitled thereto by ordinary post to their registered addresses at their own risk on or before Monday, 23 September 2024. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted on or before Monday, 23 September 2024 by ordinary post to the applicants at their own risk, to their registered addresses.

Application for excess Rights Shares

Qualifying Shareholders shall be entitled to apply, by way of excess application, for (i) the Rights Shares representing the entitlement of the Non-Qualifying Shareholders; and (ii) any Rights Shares provisionally allotted but not validly accepted by the Qualifying Shareholders.

Applications for the excess Rights Shares may be made by completing the EAF and lodging the same with a separate remittance for the excess Rights Shares being applied for.

The Board will allocate the excess Rights Shares at its discretion, but on a fair and equitable basis as far as practicable on the following principles:

- (i) no preference will be given to applications for topping-up odd-lot holdings to whole-lot holdings as the giving of such preference may potentially be abused by certain investors by splitting their Shares and thereby receiving more Rights Shares than they would receive if such preference is not given, which is an unintended and undesirable result; and
- (ii) subject to availability of the excess Rights Shares, the excess Rights Shares will be allocated to the Qualifying Shareholders who have applied for excess application on a pro rata basis based on the number of excess Rights Shares applied for under each application. No reference will be made to Rights Shares subscribed through PALs, or the number of Shares held by the Qualifying Shareholders.

Beneficial owners of Shares whose Shares are held by a nominee company (including HKSCC Nominees Limited) should note that for the purpose of the Rights Issue, the Board will regard the nominee company as a single Shareholder according to the register of members of the Company. Accordingly, the beneficial owners of Shares whose Shares are registered in name of nominee companies should note that the aforesaid arrangement in relation to the allocation of the excess Rights Shares will not be extended to beneficial owners individually and are advised to consider whether they would like to arrange for registration of the relevant Shares in the name of the beneficial owner(s) prior to the Record Date.

For those beneficial owners of Shares whose Shares are held by their nominee(s) (including HKSCC Nominees Limited) and who would like to have their names registered on the register of members of the Company, they must lodge all necessary documents with the Registrar in Hong Kong, Tricor Investor Services Limited of 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, for completion of the relevant registration not later than 4:30 p.m. (Hong Kong time) by no later than the Latest Lodging Time.

Application for listing of the Rights Shares

The Company will apply to the GEM Listing Committee of the Stock Exchange for the listing of, and the permission to deal in, the Rights Shares (in both nil-paid and fully-paid forms) to be issued and allotted pursuant to the Rights Issue. No part of the securities of the Company is listed or dealt in, and no listing of or permission to deal in any such securities is being or is proposed to be sought, on any other stock exchanges.

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 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 commencement dates of the dealings in the Rights Shares in both their nil-paid and fully-paid forms or such other dates as may be 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.

Dealing in the Rights Shares in both their nil-paid and fully-paid forms which are registered in the register of members of the Company in Hong Kong will be in the board lots of 4,000 Rights Shares and will be subject to the payment of stamp duty, Stock Exchange trading fee, transaction levy, investor compensation levy or any other applicable fees and charges in Hong Kong.

Shareholders are advised to consult their professional advisers if they are in doubt as to the taxation implications of the receipt, purchase, holding, exercising, disposing of or dealing in, the Nil-Paid Rights or the fully-paid Rights Shares and, regarding Non-Qualifying Shareholders, their receipt of the net proceeds, if any, from sales of the Nil-Paid Rights on their behalf.

Conditions of the Rights Issue

The Rights Issue is conditional upon the Underwriting Agreement having become unconditional and not being terminated in accordance with the terms thereof.

THE UNDERWRITING AGREEMENT

The Underwriting Agreement

On 14 August 2024 (after trading hours), the Company entered into the Underwriting Agreement with the Underwriter, pursuant to which the Underwriter has conditionally agreed to fully underwrite up to 86,000,000 Rights Shares, subject to the terms and conditions of the Underwriting Agreement.

Principal terms of the Underwriting Agreement

Date: 14 August 2024 (after trading hours)

Underwriter: Raffaello Securities (HK) Limited

To the best of the Director's knowledge, information and belief having made all reasonable enquiries, as at the date of this announcement, the Underwriter and its ultimate beneficial owner(s) are Independent Third Parties. The Underwriter confirmed that it has complied with Rule 10.24A of the GEM Listing Rules

Number of Rights Shares to be underwritten: Up to 86,000,000 Rights Shares (assuming no Shares are issued or repurchased on or before the Record Date), on fully underwritten basis

Underwriting Commission: 7.07% of the aggregate subscription amount in respect of the Underwritten Shares, being the gross proceeds from the Rights Issue

The terms of the Underwriting Agreement, including the underwriting commission rate, were determined after arm's length negotiation between the Company and the Underwriter with reference to the existing financial position of the Group, the size of the Rights Issue, and the current and expected market condition. The Directors consider the entering into of the Underwriting Agreement with the Underwriter and the terms of the Underwriting Agreement (including the underwriting commission) is fair and reasonable and in the interest of the Company and the Shareholders as a whole.

Conditions of the Underwriting Agreement

The Rights Issue is conditional upon:

- (a) the delivery to the Stock Exchange for authorisation and the registration with the Registrar of Companies in Hong Kong respectively of the Prospectus Documents in compliance with the GEM Listing Rules and the Companies (Winding Up and Miscellaneous Provisions) Ordinance not later than the Prospectus Posting Date;
- (b) the posting of the Prospectus Documents to the Qualifying Shareholders on or before the Prospectus Posting Date;
- (c) the GEM Listing Committee granting or agreeing to grant (subject to allotment) and not having withdrawn or revoked the listing of, and permission to deal in, the Rights Shares, in nil-paid and fully-paid forms;
- (d) the obligations of the Underwriter becoming unconditional and the Underwriting Agreement not being terminated in accordance with its terms on or before the Latest Time for Termination; and
- (e) the representation, warranties and undertakings of the Company as set out in the Underwriting Agreement remaining true and accurate in all material respects.

Save for the condition (e) which can be waived by the Underwriter, none of the above conditions can be waived. If any of the conditions above is not fulfilled or waived (where applicable) in whole or in part by the Underwriter by the Latest Time for Termination, the Underwriting Agreement shall terminate and no party thereto shall have any claim against the other party for costs, damages, compensation or otherwise save for any antecedent breaches.

Termination of the Underwriting Agreement

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

- (a) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (i) the introduction of any law or regulation or any change in existing laws or regulations (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the reasonable opinion of the Underwriter, would materially and adversely affect the business or the financial or trading position of the Group as a whole or would be materially adverse in the context of the Rights Issue; or
 - (ii) 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 generic 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, would materially and adversely affect the business or the financial or trading position or prospect of the Group 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
- (b) any material 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 of trading in securities) occurs which in the reasonable opinion of the Underwriter are likely to materially and adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (c) 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 similar event occurring in respect of any of member of the Group or the destruction of any material asset of the Group; or
- (d) 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

- (e) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not ejusdem generis with any of the foregoing; or
- (f) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the reasonable opinion of any of the Underwriter, a material omission in the context of the Rights Issue; or
- (g) 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 this announcement, the Prospectus Documents or other announcements or circulars in connection with the Rights Issue.

The Underwriter shall be entitled by notice in writing to rescind this Agreement if prior to the Latest Time for Termination:

- (a) any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (b) any Specified Event comes to the knowledge of the Underwriter.

Irrevocable Undertaking

As at the date of this announcement, the Company has not received any information from any Shareholders of their intention to take up the Rights Shares to be provisionally allotted to them under the Rights Issue.

EXPECTED TIMETABLE FOR THE RIGHTS ISSUE

Set out below is the expected timetable for the Rights Issue which is indicative only and has been prepared on the assumption that all the conditions of the Rights Issue will be fulfilled.

Expected timetable

2024

(Hong Kong time)

Announcement of the Rights Issue	Wednesday, 14 August
Last day of dealings in Shares on a cum-rights basis	Monday, 19 August
First day of dealings in the Shares on an ex-rights basis	Tuesday, 20 August

Expected timetable

2024
(Hong Kong time)

Latest time for lodging transfer of Shares in order to qualify for the Rights Issue	4:30 p.m., Wednesday, 21 August
Register of members of the Company closes	Thursday, 22 August to Wednesday, 28 August (both days inclusive)
Record Date for determining entitlements to the Rights Issue	Wednesday, 28 August
Register of members of the Company re-opens	Thursday, 29 August
Despatch of Prospectus Documents (in the case of Non-Qualifying Shareholders, the Prospectus only)	Thursday, 29 August
First day of dealing in Nil-Paid Rights	Monday, 2 September
Latest time for splitting of the PAL	4:30 p.m on Wednesday, 4 September
Last day of dealing in Nil-Paid Rights	Monday, 9 September
Latest time for acceptance of and payment for the Rights Shares and application and payment for excess Rights Shares	4:00 p.m on Thursday, 12 September
Latest Time for Termination for the Rights Issue to become unconditional	4:00 p.m on Friday, 13 September
Announcement of results of the Rights Issue	Friday, 20 September
Despatch of certificates for fully-paid Rights Shares and refund cheques, if any, in respect of wholly or partially unsuccessful application for excess Rights Shares	Monday, 23 September
Expected first day of dealings in fully-paid Rights Shares	Tuesday, 24 September

Dates or deadlines specified in expected timetable above or in other parts of this announcement are indicative only and may be varied by agreement between the Company and Underwriter. Any changes to the expected timetable will be published or notified to the Shareholders and the Stock Exchange as and when appropriate.

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 if there is a tropical cyclone warning signal no. 8 or above, or a “black” rainstorm warning and/or “extreme conditions caused by super typhoons” as announced by the Hong Kong Government:

- (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 Acceptance Date. Instead the latest time for acceptance of and payment for the Rights Shares will be extended to 5:00 p.m. on the same day; and
- (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the Latest Acceptance Date. Instead the latest time of 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 the Latest Acceptance Date, the dates mentioned in the section headed “Expected timetable for the Rights Issue” above 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.

CHANGE IN SHAREHOLDING STRUCTURE OF THE COMPANY ARISING FROM THE RIGHTS ISSUE

For illustration purposes only, set out below is the shareholding structure of the Company as at the date of this announcement, and the effect on the shareholding structure of the Company upon completion of the Rights Issue in the manner contemplated under the Underwriting Agreement (assuming no Shares are issued or repurchased by the Company on or before the Record Date and assuming the maximum number of Rights Issues are issued):

	As at the date of this announcement		Immediately after completion of the Rights Issue assuming full acceptance by the Qualifying Shareholders		Immediately after completion of the Rights Issue assuming nil acceptance by the Qualifying Shareholders (Note 5)	
	Number of issued Shares	%	Number of issued Shares	%	Number of issued Shares	%
Substantial Shareholder(s)						
Hero Global Limited (“ Hero Global ”) (Note 1)	219,801,980	51.12	263,762,376	51.12	219,801,980	42.60
Icon Global Holding Limited (“ Icon Global ”) (Note 2)	80,198,020	18.65	96,237,624	18.65	80,198,020	15.54
Director(s)						
Tian Zhiwei (Note 3)	15,000,000	3.49	18,000,000	3.49	15,000,000	2.91
Public Shareholders						
Underwriter (Note 4)	–	–	–	–	51,084,000	9.90
Sub-underwriters and/or other subscribers procured by the Underwriter or sub-underwriters (Note 4)	–	–	–	–	34,916,000	6.77
Other public shareholders	115,000,000	26.74	156,000,000	26.74	115,000,000	22.28
Total	430,000,000	100.00	516,000,000	100.00	516,000,000	100.00

Notes:

- (1) The entire issued share capital of Hero Global is beneficially owned by Mr. Zhang Junshen (“**Mr. JS Zhang**”), being an executive Director. Mr. JS Zhang is deemed to be interested in 219,801,980 Shares held by Hero Global by virtue of the SFO.
- (2) The entire issued share capital of Icon Global is beneficially owned by Mr. Zhang Junwei (“**Mr. JW Zhang**”, together with Mr. JS Zhang, the “**Zhang Brothers**”), brother of Mr. JS Zhang. Mr. JW Zhang is deemed to be interested in 80,198,020 Shares held by Icon Global by virtue of the SFO.

- (3) Mr. Tian Zhiwei is an executive Director.
- (4) Pursuant to the Underwriting Agreement, the Underwriter undertakes to the Company that:
- (a) without affecting the Underwriter's obligation to underwrite all the Underwritten Shares (whether to underwrite the same by itself or procure sub-underwriting of the same), the Underwriter shall not subscribe, for its own account, for such number of Underwritten Shares, which will result in the aggregate shareholding of it and parties acting in concert (within the meaning of the Takeovers Code) with it in the Company to exceed 9.9% upon completion of the Rights Issue;
 - (b) the Underwriter shall use all reasonable endeavours to ensure that each of the sub-underwriters or subscribers or purchasers of the Underwritten Shares procured by it (i) shall be third party independent of, not acting in concert (within the meaning of the Takeovers Code) with and not connected with the Company, any of the Directors, chief executive of the Company or substantial shareholders of the Company or their respective associates (as defined in the GEM Listing Rules); and (ii) shall not, together with any party acting in concert (within the meaning of the Takeovers Code) with it, hold such number of Underwritten Shares which in aggregate exceed 9.9% of the total number of issued Shares upon completion of the Rights Issue; and
 - (c) the Underwriter shall use all reasonable endeavours to procure that the minimum public float requirement under the GEM Listing Rules be fulfilled by the Company upon completion of the Rights Issue.

Based on the above undertakings, neither the Underwriter, sub-underwriter nor any subscribers procured by them shall hold more than 9.9% of the total number of issued Shares upon completion of the Rights Issue. As such, the Company should be in compliance with the minimum public float requirement under Rule 11.23(7) of the GEM Listing Rules upon completion of the Rights Issue.

- (5) This scenario is for illustrative purpose only and also assumes that the Underwriter subscribes for the maximum number of Rights Shares of up to 9.9% of shareholding in the Company in compliance with its undertaking as stated in note (4) above.
- (6) The above percentages are subject to rounding adjustments.

FUND RAISING EXERCISE OF THE COMPANY IN THE PAST 12 MONTHS

The Company has conducted and completed the following equity fund raising activities during the 12 months immediately preceding the date of this announcement:

Date of announcement	Event	Net proceeds raised (approximately)	Intended use of proceeds	Actual use of proceeds as at the date of this announcement
29 December 2023	New Shares placing under general mandate	HK\$43.5 million	Working capital to develop finance leasing business and trading of medical equipment and consumable business of the Group	HK\$43.5 million have been utilised as working capital to develop trading of medical equipment and consumable business of the Group

Save as the abovementioned, the Company had not conducted any other fundraising exercise in the past 12 months immediately preceding the date of this announcement.

REASONS FOR THE RIGHTS ISSUE AND THE USE OF PROCEEDS

The Company is an investment holding company, and the Group is principally engaged in provision of medical equipment finance leasing services, maternal and child postpartum care industry services and trading of medical equipment and consumables business in the PRC.

The Group's two business segments, namely medical equipment finance leasing services and trading of medical equipment and consumable businesses in the PRC are both capital intensive businesses. During the year ended 31 December 2023, the Group has been focusing on provision of finance leasing services to small and medium sized (SME) customers in the medical equipment industry in various provinces, municipalities, and autonomous regions in the PRC. The finance lease offered by the Group comprises direct finance leasing and sale-leaseback. The Group provided services to approximately 4,800 SMEs customers across 30 provinces, municipalities and autonomous regions in the PRC as at 31 December 2023. The Group recorded a revenue of RMB25.1 million and segment profit of RMB5.83 million from the finance leasing services during the year ended 31 December 2023. Leveraging on the medical equipment finance leasing services business, the Group has also been able to cooperate with medical equipment suppliers and develop its trading of medical equipment and consumable businesses in the PRC, mainly focusing on aesthetic medicine, dental, maternal and child and large hospital medical equipment. The Group recorded a revenue of RMB417.0 million and segment profit of RMB34.2 million from its trading of medical equipment and consumables business for the year ended 31 December 2023. The Directors believe that with the PRC government's policy of encouraging innovation in medical equipment and promoting high quality development of medical equipment industry, there will be potential to further develop and grow its trading of medical equipment and consumable businesses in the PRC. As both the medical equipment finance leasing services and trading of medical equipment and consumable businesses require intensive capital to support growth, the Directors believe that the Rights Issue will be beneficial to the Group's businesses and also its financial position. The net proceeds of HK\$43.5 million raised in the new Shares placing announced on 29 December 2023 have been applied towards developing the trading of medical equipment and consumable business of the Group, and have been utilized in full as at 30 June 2024.

Based on above, the Company intends to apply the net proceeds from the Rights Issue as follows: as to (i) approximately HK\$71,550,000 towards developing the Group's medical equipment finance leasing services and trading of medical equipment and consumable businesses; and (ii) approximately HK\$7,950,000 towards the Group's general working capital. The Company will apportion the net proceeds between the medical equipment finance leasing services and trading of medical equipment and consumable businesses according to business needs.

The net proceeds of the Rights Issue are estimated to be up to approximately HK\$79,500,000 after the deduction of the underwriting commission and other estimated expenses (assuming full acceptance of the Rights Issue and assuming that no new Shares will be allotted or issued on or before the Record Date). The estimated net subscription price per Rights Share after deducting the related expenses of the Rights Issue is expected to be approximately HK\$0.92. The aggregate nominal value of the Rights Shares will be approximately HK\$8,600,000 (assuming no change in number of Shares on or before the Record Date).

The Board has considered alternative methods of raising funds, including debt financing and equity placement. The Directors noted that bank borrowings will carry interest costs and may require the provision of security and creditors will rank before the Shareholders, and placings will dilute the interests of Shareholders without giving them the opportunity to take part in the exercise. In contrast to an open offer, the Rights Issue allows Shareholders to sell the nil-paid rights in the market. The Rights Issue presents an opportunity for Qualifying Shareholders to maintain their respective pro-rata shareholding in the Company and actively partake in its future growth and development.

In addition, the Rights Issue is pre-emptive in nature, allowing Qualifying Shareholders to maintain their respective pro-rata shareholding through their participation in the Rights Issue. Pursuant to the Rights Issue, the Qualifying Shareholders may (a) increase their respective interests in the shareholding of the Company by acquiring additional rights entitlement in the open market (subject to availability); or (b) reduce their respective interests in the shareholding of the Company by disposing of their rights entitlements in the open market (subject to market demand). The Board considers that the Rights Issue effected on a pro-rata basis gives all the Qualifying Shareholders an equal opportunity to participate in the enlargement of the capital base of the Company.

Considering the above factors, the Board believes that raising capital through the Rights Issue is in the best interests of both the Company and its Shareholders as a whole. Furthermore, having assessed the capital requirements of the Group, the terms of the Rights Issue, and the Subscription Price, the Board has concluded that it is beneficial for the Company to proceed with the Rights Issue.

GENERAL

Subject to the fulfilment of certain conditions of the Rights Issue, the Company will despatch the Prospectus Documents containing, among other things, the Prospectus setting out details of the Rights Issue, the PAL and EAF to the Qualifying Shareholders on Thursday, 29 August 2024. A copy of the Prospectus will also be made available on the websites of the Company (www.ziyygroup.com) and the Stock Exchange (www.hkexnews.hk). The Company will despatch copies of the Prospectus to the Non-Qualifying Shareholders (if any) for their information only, but will not send any PAL or EAF to them.

GEM LISTING RULES IMPLICATIONS

As the proposed Rights Issue will not increase either the total number of issued shares or the market capitalisation of the Company by more than 50% within the 12-month period immediately preceding the date of this announcement and it is not underwritten by a Director, chief executive or substantial shareholder of the Company (or any of their respective close associates), the proposed Rights Issue will not be subject to the approval of the Shareholders in general meeting pursuant to Rule I 0.29 of the GEM Listing Rules.

The Company has not conducted any rights issue, open offer or specific mandate placing within the 12-month period immediately preceding the date of this announcement, or prior to such 12-month period where dealing in respect of the Shares issued pursuant thereto commenced within such 12-month period, nor has it issued any bonus securities, warrants or other convertible securities within such 12-month period. The proposed Rights Issue does not result in a theoretical dilution effect of 25% or more on its own.

The public float requirements under the GEM Listing Rules shall be fulfilled by the Company at all times, and the Company will take all appropriate steps to ensure that sufficient public float be maintained at all times in compliance with Rule 11.23(7) of the GEM Listing Rules.

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

Shareholders should note that the Shares are expected to be dealt in on an ex-right basis from Tuesday, 20 August 2024. Dealings in the Rights Shares in the nil-paid form will take place from Monday, 2 September 2024 to Monday, 9 September 2024 (both dates inclusive).

Any Shareholder or other person contemplating selling or purchasing the Shares and/or Nil-Paid Rights up to the date when the conditions of the Rights Issue are fulfilled will bear the risk that the Rights Issue may not become unconditional and may not proceed. Shareholders and the public are reminded to exercise caution when dealings in the Shares and any dealings in the Rights Shares in their nil-paid form from Monday, 2 September 2024 to Monday, 9 September 2024 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Any Shareholders or other persons contemplating any dealings in the Shares or Nil-Paid Rights are recommended to consult their own professional advisers.

DEFINITIONS

Unless the context otherwise requires, terms used in this announcement shall have the following respective meanings:

“acting in concert”	has the meaning ascribed to it under the Takeovers Code
“associates”	has the meaning ascribed to it under the GEM Listing Rules
“Board”	the board of Directors
“Business Day”	any day (other than a Saturday or Sunday or public holiday or a day on which a tropical cyclone warning signal no. 8 or above or “black” rainstorm warning signal is hoisted or remains hoisted in Hong Kong at any time between 9:00 a.m. and 12:00 noon and is not lowered or discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours
“CCASS”	the Central Clearing and Settlement System established and operated by HKSCC
“Companies (Winding Up and Miscellaneous Provisions) Ordinance”	the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Chapter 32 of the Laws of Hong Kong (as amended from time to time)
“Company”	Ziyuanyuan Holdings Group Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the GEM (Stock Code: 8223)
“connected person(s)”	has the same meaning ascribed to it under the GEM Listing Rules
“Director(s)”	the director(s) of the Company
“EAF(s)” or “Excess Application Form(s)”	the form(s) of application for use by the Qualifying Shareholders who wish to apply for excess Rights Shares, being in such form as may be agreed between the Company and the Underwriter
“GEM”	GEM operated by the Stock Exchange

“GEM Listing Committee”	has the same meaning ascribed to it under the GEM Listing Rules
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company, and its subsidiaries
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“HKSCC”	Hong Kong Securities Clearing Company Limited
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	third party(ies) who, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are independent of the Company and any connected person(s) of the Company or any of their respective associates, and not a connected person of the Company
“Last Trading Day”	Wednesday, 14 August 2024, being the last full trading day of the Shares on the Stock Exchange prior to the release of this announcement
“Latest Acceptance Date”	Thursday, 12 September 2024
“Latest Lodging Time”	4:30 p.m. on Wednesday, 21 August 2024 or such other date as the Underwriter and the Company may agree, being the latest time for the Shareholders to lodge transfer of Shares in order to qualify for the Rights Issue
“Latest Time for Termination”	4:00 p.m. on Friday, 13 September 2024 or such later time or date as may be agreed between the Company and the Underwriter, being the latest time to terminate the Underwriting Agreement
“Nil-Paid Rights”	rights to subscribe for Rights Shares (in the form of Rights Shares in nil-paid form) before the Subscription Price is paid

“Non-Qualifying Shareholder(s)”	those Overseas Shareholder(s) whom the Directors, based on legal advice provided by legal advisers in the relevant jurisdictions, consider it necessary or expedient to exclude from the Rights Issue, on account either of the restrictions under the laws of the relevant place or the requirements of the relevant regulatory body or stock exchange in that place
“Overseas Shareholder(s)”	Shareholder(s) whose names appear on the register of members of the Company as at the close of business on the Record Date and whose address(es) as shown on such register is/are outside Hong Kong
“PAL(s)” or “Provisional Allotment Letter(s)”	the renounceable provisional allotment letter(s) in respect of the Rights Issue to be issued to the Qualifying Shareholders
“PRC”	the People’s Republic of China, which for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Prospectus”	the prospectus to be issued by the Company in relation to the Rights Issue
“Prospectus Documents”	the Prospectus, the PAL and the EAF
“Prospectus Posting Date”	means Thursday, 29 August 2024 (or such later date as may be agreed between the Underwriter and the Company) for the despatch of the Prospectus Documents to the Qualifying Shareholders or the Prospectus to the Non-Qualifying Shareholders (as the case may be)
“Qualifying Shareholder(s)”	Shareholder(s), other than the Non-Qualifying Shareholder(s), whose name(s) appear on the register of members of the Company as at the close of business on the Record Date
“Record Date”	Wednesday, 28 August 2024 or such other date as may be agreed between the Company and the Underwriter in writing for the determination of the entitlements under the Rights Issue
“Registrar”	the branch share registrar and transfer office of the Company, being Tricor Investor Services Limited at 17th Floor, Far East Finance Centre, 16 Harcourt Road, Hong Kong

“Rights Issue”	the proposed offer of the Rights Shares to the Qualifying Shareholders at the Subscription Price, on the basis of one (1) Rights Share for every five (5) existing Shares held by each Qualifying Shareholder on the Record Date, subject to the conditions set out in the Underwriting Agreement and the Prospectus Documents
“Rights Shares”	the new Share(s) to be allotted and issued in respect of the Rights Issue
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of HK\$0.10 each in the share capital of the Company
“Shareholder(s)”	the holder(s) of the Share(s)
“Specified Event”	an event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which if it had occurred or arisen before such date would have rendered any of the warranties contained in the Underwriting Agreement untrue or inaccurate in any material respect
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Price”	the subscription price of HK\$1.00 per Rights Share
“substantial shareholder”	has the meaning ascribed to it under the GEM Listing Rules
“subsidiary(ies)”	has the same meaning ascribed to it under the GEM Listing Rules
“Takeovers Code”	the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs
“Underwriter”	Raffaello Securities (HK) Limited, a corporation licensed to carry on type 1 (dealing in securities) and type 4 (advising on securities) regulated activities under the SFO

“Underwriting Agreement”	the underwriting agreement dated 14 August 2024 and entered into between the Company and the Underwriter in relation to the underwriting arrangement in respect of the Rights Issue
“Underwritten Shares”	up to 86,000,000 Rights Shares
“United States” or “US”	the United States of America (including its territories and dependencies, any state in the US and the District of Columbia)
“US person(s)”	any person(s) or entity(ies) deemed to be a US person for the purposes of Regulation S under the US Securities Act of 1933, as amended
“%”	per cent or percentage

By order of the Board
Ziyuanyuan Holdings Group Limited
Zhang Junshen
Chairman and Chief Executive Officer

Hong Kong, 14 August 2024

As at the date of this announcement, the executive Directors are Mr. Zhang Junshen (Chairman and Chief Executive Officer) and Mr. Tian Zhiwei, the non-executive Director is Mr. Lyu Di and the independent non-executive Directors are Mr. Chan Chi Fung Leo, Mr. Chow Siu Hang and Dr. Deng Bin.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief, the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the “Latest Listed Company Information” page on the HKEXnews website at www.hkexnews.hk for at least 7 days from the date of its posting and on the website of the Company at www.ziyygroup.com.

DATED 23 August 2024

ZIYUANYUAN HOLDINGS GROUP LIMITED

AND

RAFFAELLO SECURITIES (HK) LIMITED

SUPPLEMENTAL AGREEMENT

to an Underwriting Agreement dated 14 August 2024
in relation to the proposed Rights Issue
on the basis of one (1) Rights Share for every five (5) Existing Shares
held on the Record Date
at HK\$1.0 per Rights Share

REED SMITH RICHARDS BUTLER LLP

17th Floor, One Island East

18 Westlands Road

Taikoo Place

Quarry Bay

Hong Kong

(Ref: PHYW/ZIYUANYUAN)

THIS SUPPLEMENTAL AGREEMENT is made on 23 August 2024

BETWEEN:-

- (1) **ZIYUANYUAN HOLDINGS GROUP LIMITED**, a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on The Stock Exchange of Hong Kong Limited (Stock Code: 8223.HK) and the registered address of which is at Sertus Incorporations (Cayman) Limited, Sertus Chambers, Governors Square, Suite #5-204, 23 Lime Tree Bay Avenue, P.O. Box 2547, Grand Cayman, KY1-1104, Cayman Islands and whose principal place of business in Hong Kong is at Unit 6A, 4/F., Wing On Plaza, 62 Mody Road, Kowloon, Hong Kong (the “**Company**”); and
- (2) **RAFFAELLO SECURITIES (HK) LIMITED**, a company incorporated in Hong Kong with limited liability, whose registered office and principal office in Hong Kong is situated at 1/F, E168, No. 166-168 Des Voeux Road Central, Hong Kong (the “**Underwriter**”).

WHEREAS:-

- (A) The Company and the Underwriter entered into an underwriting agreement dated 14 August 2024 pursuant to which the Underwriter has agreed to underwrite the rights issue of 86,000,000 Shares by the Company pursuant to the terms and subject to the conditions set out therein (the “**Agreement**”); and
- (B) The parties wish to amend the terms of the Agreement as set out below.

NOW IT IS HEREBY AGREED as follows: -

- (A) Terms used in this Supplemental Agreement have the meanings ascribed thereto in the Agreement.
- (B) The parties hereby amend the terms of the Agreement by amending Clause 1.1 as follows:-
 - (i) the reference to “4:00 p.m. on Thursday, 12 September 2024” is changed to “4:00 p.m. on Thursday, 3 October 2024” in the definition of Latest Time for Acceptance in Clause 1.1;
 - (ii) the reference to “4:00 p.m. on Friday, 13 September 2024” is changed to “4:00 p.m. on Friday, 4 October 2024” in the definition of Latest Time for Termination in Clause 1.1;
 - (iii) the reference to “29 August 2024” is changed to “17 September 2024” in the definition of Posting Date in Clause 1.1;
 - (iv) the reference to “16 September 2024” is changed to “7 October 2024” in the definition of Settlement Date in Clause 1.1;
- (C) Save as hereby specifically amended, the Agreement shall continue to remain in full force and effect.

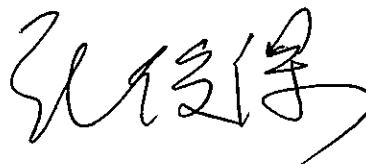
- (D) Clauses 11 to 19 of the Agreement shall apply *mutatis mutandis*.
- (E) This Supplemental Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection with this Supplemental Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS whereof this Supplemental Agreement has been entered into the day and year first above written.

SIGNED by)
for and on behalf of)
ZIYUANYUAN HOLDINGS GROUP LIMITED)

in the presence of:)

A handwritten signature in black ink, appearing to be 'Zhang Zhiyuan' (张智远), written in a cursive style.

SIGNED by Tsang Kin Hung)
for and on behalf of)
RAFFAELLO SECURITIES (HK) LIMITED)



in the presence of:)

Signature of Witness: _____



Name of witness: Wong Lok Wa

日期：二零二三年十二月二十九日

Ziyuanyuan Holdings Group Limited
(紫元元控股集团有限公司)
(作为发行人)

及

余建立
(作为认购方)

认购协议

本协议于2023年12月29日由下列双方方签订：

- (1) Ziyuanyuan Holdings Group Limited (紫元元控股集团有限公司)，一家于开曼群岛注册成立的有限公司，其位于香港主要营业地点为香港新界沙田安耀街5号W Luxe 22楼S10室(「发行人」)；及
- (2) 余建立，(中国身份证号码 441522198305048836)，地址为中国深圳市龙岗区坂田街道五和新村三巷1号(「认购方」)。

鉴于：

- (甲) 发行人是在开曼群岛注册成立的有限公司。于本协议日期，发行人拥有法定股本100,000,000港元分为1,000,000,000股普通股每股面值港币0.1元，其中400,000,000股普通股已发行(「股份」)，尚有600,000,000股普通股未发行，并在联交所GEM上市(股份代号：8223)。
- (乙) 发行人于2023年6月2日举行之股东周年大会上获股东授权予董事，以配发、发行及处理最多相当于股东周年大会举行当天发行人已发行股本的20%，即80,000,000股股份(「一般授权」)。
- (丙) 在受本协议的条款及条件约束下，发行人同意在一般授权项下发行而认购方同意认购合共15,000,000股股份(「认购股份」)，即占发行人于本协议日期日已发行股份约3.75%。

现本协议双方同意如下：

1. 释义

- 1.1 除本协议内容需另作解释外，本协议(包括前述序文及附表)内以下词语将具以下的涵义：

「联系人」	上市规则赋予此词之涵义
「工作天」	香港银行公开营业的一天(星期六及星期日及公众假期除外)
「完成交易」	根据本协议的条款及条件完成认购认购股份
「完成交易日」	于符合(或豁免)第3.1条条文的先决条件后之第二个工作天(或发行人及认购方双方以书面同意的较迟日期)
「订金」	根据第4.1条条文的定义
「负担」	在任何物业、资产或任何性质的权利上的按揭、抵押、质押、留质权、(除了法定或法律的执行而产生的)质权负担、优先或担保权益、延迟付款的买卖、产权保留、租赁、买卖或先卖后租或其他任何安排，包括与上述任何一项有关的任何协议

「集团」	发行人及其附属公司
「集团公司」	集团任何一家公司，而「集团成员」一词亦应按此诠释
「香港」	中国香港特别行政区
「上市规则」	联交所GEM上市规则
「中国」	中华人民共和国（除文意另有所指，不包括香港、澳门特别行政区及台湾）
「证监会」	香港证券及期货事务监察委员会
「股份」	如序文(甲)所定义
「联交所」	香港联合交易所有限公司
「认购股份」	如序文(丙)所定义
「认购价」	每股认购股份认购价为1.47港元
「税项」	包括(i)任何地方的税务、海关或财政机关在任何时间设定或征收的所有形式的税项、关税、税款、征款、差饷或其他须缴付的款项，包括(但不限于)利得税、暂缴利得税、息税、薪俸税、财产税、入息税、增值税、资本税、印花税、薪酬税、差饷、海关及销售税及其他类似责任；以及(ii)税项附加的或与应纳税项有关或因税项宽免被取消而产生的所有利息、罚款、费用、收费及支出
「本协议」	有关认购认购股份而订立(经不时修订)的本协议
「有关保证」	于附表一中所列载的陈述、保证及承诺及任何其他由发行人于本协议项下所作出的陈述、保证及承诺
「港元」	香港法定货币

- 1.2 本协议中目录和各条文的标题仅为方便而加入，并不具有法律效力，亦不影响对本协议的任何条款的解释。除非本协议的文义另有所指外，数目同时包括单数和复数，性别包括任何性别，“人”或“人士”的含义包括任何个人、公司、任何其他形式的法人团体或非团体法人或非法人。
- 1.3 除非本协议的条款另有规定，任何对本协议条款和附表的援引均指本协议的条款和附表；任何对分款或段落的援引均指本协议的条款，附表的分款或段落。

1.4 本协议中任何对条例、法规或其他法律条款或上市规则的援引均包括对该条例、法规或法律条款或上市规则相关不时之重新发布，修订及增补。

1.5 本协议的序文及附表均为本协议的一部份，具有相同的法律效力。

2. 认购认购股份

2.1 在本协议条款及条件的规限下，认购方将会按认购价对认购股份作出认购，而发行人则将根据公司章程细则配发及发行认购股份。该认购股份于配发及发行后，将不附带任何产权负担，并在各方面均与当时之已发行股份享有同等地位。

3. 先决条件

3.1 完成交易受限于下述先决条件：

- (1) 联交所上市委员会批准或同意批准上市及买卖认购股份，且并无撤回或撤销有关上市及批准；
- (2) 发行人就是次认购股份事项有关之一切必要批准及许可经已获取并持续有效；及
- (3) 认购方就是次认购股份事项有关之一切必要批准及许可经已获取并持续有效。
- (4) 有关保证仍为真实及准确，且并无误导成分，且未有任何构成或有可能构成违反有关保证或本协议条款中有关发行人及/或集团的事态、事实或情况；

3.2 发行人将尽其最大努力促使本协议第3.1(1)、(2)及(4)条所列的所有先决条件都能达成。认购方将尽其最大努力促使本协议第3.1(3)条所列的所有先决条件都能达成。发行人将促使及时地向认购方、联交所和证监会或其他相关监管机构提交所有上市规例、守则或其他适用规则、守则或法规所要求的文件及资料，不论是否与准备公告或其他文件有关。

3.3 认购方有权于任何时间以书面形式通知发行人豁免遵守本协议第3.1条所列的任何先决条件(除第(1)项不能被豁免外)，该豁免可在认购方作出的任何条件的基础上作出。如本协议第3.1条所列的任何先决条件于2024年1月29日正午十二时或之前或认购方及发行人以书面同意的较迟日期前仍未完成(或被豁免)，发行人将在两个工作天内退回订金(不计算利息)，本协议(除本协议第3.3条及第8至19条条款外)将停止生效，除任何已于终止本协议前发生的违约事件外，本协议双方将不需承担任何责任和义务。

4. 认购价

- 4.1 认购股份将以认购价发行，每一股认购股份的认购价为1.47港元(即总认购价为2,205万港元)。
- 4.2 认购方同意于签署本协议日，存入2,205万港元或等值之人民币到本公司或其子公司之银行账户作为本协议项下认购认购股份的可退还订金(「订金」)。于完成认购时该可退还订金将用作支付总认购价。
- 4.3 认购股份应以已缴形式配发及发行。认购股份在配发及发行后，在各方面将与在配发及发行日期已发行的股份享有同等权益，包括有权收取有关纪录日期在该等配发及发行日期或其后所作出或将作出之一切股息、分派或收入。
- 4.4 发行人在此向认购方承诺，认购价将用作其正常业务之营运资金。

5. 完成交易

- 5.1 完成认购应在完成交易日当天下午四(4)时正(或经双方同意的其他日期及时间)在香港新界沙田安耀街5号W Luxe 22楼S10室举行。届时，以下所有事项(除双方同意免去的部份除外)应予以作出及遵行。
- 5.2 认购方将送呈予发行人：
- (a) 由认购方签署妥当的一份不可撤回的书面指示，同意发行人将可退还订金用作支付认购股份的总认购价；及
 - (b) 由认购方签署并用以申请于认购价向认购股份作出认购的申请(模式大概如附表二般)壹份。
- 5.3 发行人将：
- (a) 向认购方以已缴形式配发及发行认购股份，并将把认购方登记于发行人的股东名册内；及
 - (b) 向认购方送呈关于认购股份的股票。
- 5.4 尽管完成认购已经发生，就完成认购时仍应履行的事项而言，本协议应继续有效。对因延迟完成认购或其他造成认购方损失的事项，发行人仍需向认购方承担赔偿责任或补偿义务。
- 5.5 倘若违约方不能作出第5.2及5.3条条文要求的任何事情，在不妨碍第5.3条条文及不损害非违约方可享有的任何其他权利或补救措施的情况下，非违约方将有权向违约方就强制履行及/或其他提诉方就违约方的违反协议而承受的任何损失而提出诉讼。

6. 认购股份招售及发售的限制

- 6.1 认购方确认于本次认购或以后有关认购股份的招售及发售中，发行人将不会发出任何招股章程，并且不会于任何司法管辖区内登记任何招股章程。认购方向发行人保证及承诺：
- (a) 认购方将不会直接或间接地于任何国家或司法管辖区内招售或发售认购股份或分发或印制任何有关的招股章程，除在遵照有关适用法律的情况下，而所有认购股份的招售及发售将于此条件下作出；
 - (b) 认购方没有并不会以任何方式招售或发售认购股份，除在《公司条例》(香港法例第 622 章)及《公司(清盘及杂项条文)条例》(香港法例第 32 章)下不构成公开招售的情况下；
 - (c) 在任何有关认购股份的招售及发售中，认购方没有并不会对集团或其业务或其前景作出任何声明；及
 - (d) 除在香港证券法例下得到批准外，认购方没有并不会在香港制作或分发任何有关招售及发售认购股份的文件，但有关欲向海外人士或向在香港从事证券收购、出让或持有的人士出让认购股份则属例外。
- 6.2 各项于第 6.1 条条款中作出的承诺并不影响其他承诺，并会视为个别承诺。
- 6.3 认购方向发行人进一步承诺将完全补偿其因认购方违反第 6.1 条条款中的任何承诺所蒙受之任何费用及损失，及任何因此而招致的诉讼。
- 6.4 认购方特此向发行人声明并保证：(a)认购方并不是发行人或其附属发行人或其联系人士(定义见上市规则)的董事、行政总裁、行政股东或主要股东；及(b)认购方以当事人身份，而非代理人或代名人身份，作出对认购股份的认购。

7. 陈述和保证

- 7.1 发行人在此向认购方声明及保证，直至本协议日期为止，除已披露外，附表一所列陈述和保证均属真实、完整、准确，不具有误导性；在完成交易日(包括完成交易日当天)前亦会继续如是。
- 7.2 发行人在此同意各项陈述和保证并不影响任何其他陈述和保证及(除非另作明确规定)，任何陈述和保证的规定没有管制或限制任何陈述和保证内的任何其他规定的程度及应用。
- 7.3 各项发行人陈述和保证均应被解释为一项单独的和独立的陈述和保证；除非本协议及已披露另有规定，发行人保证不会因为参照本协议任何其它条款或任何

其它发行人保证或从中得出的推定而受到任何限制或约束。

- 7.4 认购方对发行人陈述和保证的任何违反而享有的权利和救济权在完成认购后继续有效。
- 7.5 在本协议签署之日和完成交易日之间的期间，发行人同意它将尽最大商业上合理的努力：
- (a) 促使其自身和集团公司均不会允许或促成违反任何发行人陈述和保证的任何行为或不作为；及
 - (b) 受限于适用法律、法规、规则的要求，就发生的或发行人所知的任何事件或情况，倘若该事件或情况将会违反任何发行人陈述和保证或与任何发行人陈述和保证不符或可能使任何发行人陈述和保证失实或有误导性或对集团发行人的财务状况或商业前景产生或有可能产生不利影响或对认购方有重大意义，则发行人应立即书面披露给认购方。
- 7.6 受限于适用法律、法规、规则的要求，发行人应给予认购方及其雇员和授权代表所合理要求的便利，以便认购方能够核实发行人陈述和保证的准确性。

8. 费用及税项

- 8.1 认购方及发行人须各自负担其就草拟、磋商、签署及履行本协议及所有附带于或有关完成认购的文件所产生的所有费用(包括律师费)。
- 8.2 认购方必须承担其就认购股份所产生的所有税项。

9. 保密条款

- 9.1 受限于第 9.2 条的情况下，一方向另一方承诺就签署和履行本协议而从协议一方或其代表获悉的保密信息，不得披露或泄漏给任何人士，除该披露方为实现本协议之目的而向需了解保密信息的自身或其附属公司或控股公司的管理层、雇员或专业顾问(且受同等保密责任所限)(统称「接收方」)披露(并仅以此目的而言的披露程度)，该等接收方不得为实现本协议之目的以外的任何目的使用保密信息，双方并将采取一切合理的努力防止并促使其接收方防止公开、泄漏或错误使用保密信息。
- (a) 就本条而言，「保密信息」是指：与协议一方有关的信息：(i)就发行人而言，指发行人及其附属公司有关的信息；(ii)就认购方而言，指与认购方及其附属公司有关的信息；
 - (b) 本协议的内容及 / 或任何与本协议有关的索赔或潜在的索赔；或

(c) 与本协议有关的一切讨论及谈判。

9.2 第 9.1 条的限制不适用于一方在下列情况下披露保密信息：

- (a) 有关保密信息需要根据适用法律、法规的要求披露，惟在实际可行的情况下，任何一方在作出上述披露前应先与对方磋商，并在考虑对方就披露的时间、内容和方式方面作出的合理要求后作出披露；
- (b) 若有关保密信息在没有违反第 9.1 条的情况下，已成为公开的信息；
- (c) 在一方从对方获悉的保密信息前经已从没有违反任何保密责任的其他方获得该信息，并且有书面记录证明；或
- (d) 一方为了满足上市规则、联交所、证监会或其它适用政府和 / 或监管机构的要求而作出的必要披露。

9.3 本第 9 条的规定在本协议终止后仍然有效。

10. 公告

10.1 发行人在本协议签署后尽快于联交所及发行人网页上刊载认购的公告。除上述或受法律、联交所、证监会或其他有关监管机构要求外，任何一方不可在未经对方许可的情况下作出任何有关本协议的其他公告。若受法律、联交所、证监会或其他有关监管机构要求而所发出的公告，欲发出公告的一方应尽可能于发告前对公告内的条件与另一方作出商讨。

11. 时间及连续性责任

11.1 除已履行的事情外，所有本协议的条款将于完成认购后继续生效。

11.2 发行人及认购方各自特此向对方承诺，其将作出有关行动及行为、并签订有关契约及文件，以赋予本协议及有关之交易法律效力。

11.3 时间在任何方面应是本协议一项重要的条款。

12. 转让

12.1 本协议对本协议双方及其各自之继承人具有约束力，未经本协议其他方事先书面同意前，其利益不可转让。为释疑虑，本协议不对本协议双方各自的任何受让人具有约束力。

12.2 本协议任何部份(包括但不限于本协议项下发行人对认购方所作出的任何陈述和保证及承诺, 以及就发行人陈述和保证的任何违反提出的申索及权利)皆不可转让。

12.3 除本协议另有明确规定者外, 本协议项下的所有权利和利益属于本协议双方所有, 未经另一方的事先书面同意, 一方不得根据法律或衡平法转让此等权利和利益。

13. 完整协议

13.1 本协议构成了本协议双方之间就本协议有关事项的完整协议。

13.2 本协议取代双方之间先前就本协议项下目标而达成的所有协议以及先前做出的未包含在本协议中的声明和保证。

13.3 双方向另一方承认, 除包含在本协议中的声明和保证外, 其签订本协议未依赖任何其它声明和保证。

14. 变更

14.1 对本协议的任何变更, 应以书面形式经本协议双方签字盖章后方为生效。

15. 权利放弃

15.1 认购方或发行人对另一方违反或不履行本协议项下的任何规定给予的任何豁免必须以书面形式经豁免方授权代表签署后方为有效, 而该豁免不应被视为是该方对另一方随后违反或不履行此等规定或本协议项下的其它规定的豁免。未行使或拖延行使本协议项下的权利不构成对本协议有关规定的豁免。对本协议项下权利的一次或部分行使不应妨碍或限制对此等权利的进一步行使。发行人及认购方在本协议项下的权利是累积的, 且不排除法定的任何权利。

16. 可分割性

16.1 若本协议项下的任何条款由仲裁机构或具有司法管辖权的法院判为无效、非法或不可强制执行, 该等条款的无效、非法或不可强制执行不应影响本协议其它条款的有效性和可强制执行性。

17. 通知及副本

17.1 一方按本协议发给本协议另一方的通知或书面通讯(「通知」), 包括但不限于任何书面材料或通知, 应采用中文书面形式, 并通过以下方式按第 17.3 条所列

递交给收件方：

17.1.1 专人递交；

17.1.2 以邮资预付、要求回执的挂号信函；

17.1.3 传真方式；

17.1.4 电子邮件。

17.2 有关通知应在下列时限即视为送达：

17.2.1 若以专人递交，交付当天视为送达；

17.2.2 若以邮资预付方式邮寄，在投邮后的第三(3)个工作天视为实际送达；

17.2.3 若以传真方式，则以发出后并收到传真确认报告之时即视为实际送达；

17.2.4 若以电子邮件方式，则以到达收件方电子邮件服务器之时即视为实际送达。

17.3 任何通知应写妥有关方名称，发往该方以下地址或传真号码，或该方不时通知之其它地址或传真号码：

发给认购方

地址： 中国深圳市龙岗区坂田街道五和新村三巷1号

收件人： 余建立

发给发行人

地址： 香港新界沙田安耀街5号 W Luxe 22楼S10室

收件人： 董事会

传真号码： (852) 36191707

电子邮件： info@ziyuanyuan.com

17.4 一方变更其在本协议上述所列地址或随后地址的，应提前至少五(5)个工作天书面通知他方。

17.5 本协议可以以任何数量的副本签署，所有副本将视为构成一份及相同的文据及任何本协议一方可以签订任何该等副本以订立本协议。

18. 管辖法律及司法管辖权

18.1 本协议受香港法律管辖，并须按香港法律解释。

18.2 本协议双方于此同意服从于香港法院非专属性司法管辖。

19. 合约(第三者权利)条例

19.1 除非本协议另有明文的相反规定，否则本身并非本协议一方的人士不可根据《合约(第三者权利)条例》(香港法例第 623 章)强制执行本协议的任何条文，以及不论本协议有任何规定，本协议的任何更改(包括任何责任的解除或妥协)、撤销或终止均不需取得任何第三者的同意。

(本页以下无正文)

本协议已于开首日期由本协议双方签署，以资证明。

发行人

由张俊深先生
于下列见证人面前
代表
Ziyuanyuan Holdings Group Limited
(紫元元控股集团有限公司)
签署：

)
)
)
)
)
)
)
)



认购方

由余建立
于下列见证人面前
签署：

)
)
)
)



附表一

保证

1. 发行人有充分行为能力订立本协议及履行本协议项下之责任，包括但不限于配发及发行认购股份、发行可换股债券及配发及发行转换股份予认购方。本协议在签署后即构成对发行人合法的、有效的及具约束力的责任。
2. 待先决条件达成后，发行人已取得所有就配发及发行认购股份、发行可换股债券及配发及发行转换股份而言所必需之法院或政府机构或部门的同意、批准、授权、法令、注册及资格，以及发行人于香港及其他地方应因或就配发及发行认购股份及完成本协议项下拟进行的其他交易而取得、采取、作实或作出的任何其他行动或事项经已取得、采取、作实或作出，且维持有效。
3. 本协议的订立及交付、由发行人配发及发行认购股份、发行可换股债券及配发及发行转换股份予认购方、及由发行人履行及遵守其在本协议项下的责任均不会抵触或违反任何对发行人有约束力的法律、命令、协议，或任何法院、仲裁庭、行政和政府机关颁布的判决、禁令、命令、决定和裁决。

附表二

认购股份申请书

日期：2024年1月[•]日

Ziyuanyuan Holdings Group Limited
(紫元元控股集团有限公司)
香港新界沙田安耀街5号
W Luxe 22楼S10室

敬启者：

有关认购股份

本人仅此申请认购 贵公司股本中[*]股之普通股股份，每股认购股份的认购价为[*]港元(即总认购价为[*]万港元)，并同意遵从贵公司之章程细则。

本人现不可撤回地指示并同意 贵公司将本人在签署认购协议时的订金用作支付认购股份的总认购价。

本人现要求及授权 贵公司送递上述认购股份之股份证书予本人。

基于 贵公司配发及发行上述认购股份予本人，本人仅此确认本人是以受益人身份认购上述股份以作投资之用，而并非以提名人或代理人身份认购上述股份。

顺祝
商祺！

[认购方]

日期：二零二三年十二月二十九日

Ziyuanyuan Holdings Group Limited
(紫元元控股集团有限公司)
(作为发行人)

及

郑志鸿
(作为认购方)

认购协议

本协议于2023年12月29日由下列双方方签订：

- (1) Ziyuanyuan Holdings Group Limited (紫元元控股集团有限公司)，一家于开曼群岛注册成立的有限公司，其位于香港主要营业地点为香港新界沙田安耀街5号W Luxe 22楼S10室(「发行人」)；及
- (2) 郑志鸿，(中国身份证号码 441522198906048815)，地址为中国深圳市福田区新洲新南苑B座0507号(「认购方」)。

鉴于：

- (甲) 发行人是在开曼群岛注册成立的有限公司。于本协议日期，发行人拥有法定股本100,000,000港元分为1,000,000,000股普通股每股面值港币0.1元，其中400,000,000股普通股已发行(「股份」)，尚有600,000,000股普通股未发行，并在联交所GEM上市(股份代号：8223)。
- (乙) 发行人于2023年6月2日举行之股东周年大会上获股东授权予董事，以配发、发行及处理最多相当于股东周年大会举行当天发行人已发行股本的20%，即80,000,000股股份(「一般授权」)。
- (丙) 在受本协议的条款及条件约束下，发行人同意在一般授权项下发行而认购方同意认购合共15,000,000股股份(「认购股份」)，即占发行人于本协议日期日已发行股份约3.75%。

现本协议双方同意如下：

1. 释义

- 1.1 除本协议内容需另作解释外，本协议(包括前述序文及附表)内以下词语将具以下的涵义：

「联系人」	上市规则赋予此词之涵义
「工作天」	香港银行公开营业的一天(星期六及星期日及公众假期除外)
「完成交易」	根据本协议的条款及条件完成认购认购股份
「完成交易日」	于符合(或豁免)第3.1条条文的先决条件后之第二个工作天(或发行人及认购方双方以书面同意的较迟日期)
「订金」	根据第4.1条条文的定义
「负担」	在任何物业、资产或任何性质的权利上的按揭、抵押、质押、留质权、(除了法定或法律的执行而产生的)质权负担、优先或担保权益、延迟付款的买卖、产权保留、租赁、买卖或先卖后租或其他任何安排，包括与上述任何一项有关的任何协议

「集团」	发行人及其附属公司
「集团公司」	集团任何一家公司，而「集团成员」一词亦应按此诠释
「香港」	中国香港特别行政区
「上市规则」	联交所GEM上市规则
「中国」	中华人民共和国（除文意另有所指，不包括香港、澳门特别行政区及台湾）
「证监会」	香港证券及期货事务监察委员会
「股份」	如序文(甲)所定义
「联交所」	香港联合交易所有限公司
「认购股份」	如序文(丙)所定义
「认购价」	每股认购股份认购价为1.47港元
「税项」	包括(i)任何地方的税务、海关或财政机关在任何时间设定或征收的所有形式的税项、关税、税款、征款、差饷或其他须缴付的款项，包括(但不限于)利得税、暂缴利得税、息税、薪俸税、财产税、入息税、增值税、资本税、印花税、薪酬税、差饷、海关及销售税及其他类似责任；以及(ii)税项附加的或与应纳税项有关或因税项宽免被取消而产生的所有利息、罚款、费用、收费及支出
「本协议」	有关认购认购股份而订立(经不时修订)的本协议
「有关保证」	于附表一中所刊载的陈述、保证及承诺及任何其他由发行人于本协议项下所作出的陈述、保证及承诺
「港元」	香港法定货币

1.2 本协议中目录和各条文的标题仅为方便而加入，并不具有法律效力，亦不影响对本协议的任何条款的解释。除非本协议的文义另有所指外，数目同时包括单数和复数，性别包括任何性别，“人”或“人士”的含义包括任何个人、公司、任何其他形式的法人团体或非团体法人或非法人。

1.3 除非本协议的条款另有规定，任何对本协议条款和附表的援引均指本协议的条款和附表；任何对分款或段落的援引均指本协议的条款，附表的分款或段落。

1.4 本协议中任何对条例、法规或其他法律条款或上市规则的援引均包括对该条例、法规或法律条款或上市规则相关不时之重新发布，修订及增补。

1.5 本协议的序文及附表均为本协议的一部份，具有相同的法律效力。

2. 认购认购股份

2.1 在本协议条款及条件的规限下，认购方将会按认购价对认购股份作出认购，而发行人则将根据公司章程细则配发及发行认购股份。该认购股份于配发及发行后，将不附带任何产权负担，并在各方面均与当时之已发行股份享有同等地位。

3. 先决条件

3.1 完成交易受限于下述先决条件：

- (1) 联交所上市委员会批准或同意批准上市及买卖认购股份，且并无撤回或撤销有关上市及批准；
- (2) 发行人就是次认购股份事项有关之一切必要批准及许可经已获取并持续有效；及
- (3) 认购方就是次认购股份事项有关之一切必要批准及许可经已获取并持续有效。
- (4) 有关保证仍为真实及准确，且并无误导成分，且未有任何构成或有可能构成违反有关保证或本协议条款中有关发行人及/或集团的事态、事实或情况；

3.2 发行人将尽其最大努力促使本协议第3.1(1)、(2)及(4)条所列的所有先决条件都能达成。认购方将尽其最大努力促使本协议第3.1(3)条所列的所有先决条件都能达成。发行人将促使及时地向认购方、联交所和证监会或其他相关监管机构提交所有上市规例、守则或其他适用规则、守则或法规所要求的文件及资料，不论是否与准备公告或其他文件有关。

3.3 认购方有权于任何时间以书面形式通知发行人豁免遵守本协议第3.1条所列的任何先决条件(除第(1)项不能被豁免外)，该豁免可在认购方作出的任何条件的基础上作出。如本协议第3.1条所列的任何先决条件于2024年1月29日正午十二时或之前或认购方及发行人以书面同意的较迟日期前仍未完成(或被豁免)，发行人将在两个工作天内退回订金(不计算利息)，本协议(除本第3.3条及第8至19条条款外)将停止生效，除任何已于终止本协议前发生的违约事件外，本协议双方将不需承担任何责任和义务。

4. 认购价

- 4.1 认购股份将以认购价发行，每一股认购股份的认购价为1.47港元(即总认购价为2,205万港元)。
- 4.2 认购方同意于签署本协议日，存入2,205万港元或等值之人民币到本公司或其子公司之银行账户作为本协议项下认购认购股份的可退还订金(「订金」)。于完成认购时该可退还订金将用作支付总认购价。
- 4.3 认购股份应以已缴形式配发及发行。认购股份在配发及发行后，在各方面将与在配发及发行日期已发行的股份享有同等权益，包括有权收取有关纪录日期在该等配发及发行日期或其后所作出或将作出之一切股息、分派或收入。
- 4.4 发行人在此向认购方承诺，认购价将用作其正常业务之营运资金。

5. 完成交易

- 5.1 完成认购应在完成交易日当天下午四(4)时正(或经双方同意的其他日期及时间)在香港新界沙田安耀街5号W Luxe 22楼S10室举行。届时，以下所有事项(除双方同意免去的部份除外)应予以作出及遵行。
- 5.2 认购方将送呈予发行人：
- (a) 由认购方签署妥当的一份不可撤回的书面指示，同意发行人将可退还订金用作支付认购股份的总认购价；及
 - (b) 由认购方签署并用以申请于认购价向认购股份作出认购的申请(模式大概如附表二般)壹份。
- 5.3 发行人将：
- (a) 向认购方以已缴形式配发及发行认购股份，并将把认购方登记于发行人的股东名册内；及
 - (b) 向认购方送呈关于认购股份的股票。
- 5.4 尽管完成认购已经发生，就完成认购时仍应履行的事项而言，本协议应继续有效。对因延迟完成认购或其他造成认购方损失的事项，发行人仍需向认购方承担赔偿责任或补偿义务。
- 5.5 倘若违约方不能作出第5.2及5.3条条文要求的任何事情，在不妨碍第5.3条条文及不损害非违约方可享有的任何其他权利或补救措施的情况下，非违约方将有权向违约方就强制履行及/或其他提诉方就违约方的违反协议而承受的任何损失而提出诉讼。

6. 认购股份招售及发售的限制

- 6.1 认购方确认于本次认购或以后有关认购股份的招售及发售中，发行人将不会发出任何招股章程，并且不会于任何司法管辖区内登记任何招股章程。认购方向发行人保证及承诺：
- (a) 认购方将不会直接或间接于任何国家或司法管辖区内招售或发售认购股份或分发或印制任何有关的招股章程，除在遵照有关适用法律的情况下，而所有认购股份的招售及发售将于此条件下作出；
 - (b) 认购方没有并不会以任何方式招售或发售认购股份，除在《公司条例》(香港法例第 622 章)及《公司(清盘及杂项条文)条例》(香港法例第 32 章)下不构成公开招售的情况下；
 - (c) 在任何有关认购股份的招售及发售中，认购方没有并不会对集团或其业务或其前景作出任何声明；及
 - (d) 除在香港证券法例下得到批准外，认购方没有并不会在香港制作或分发任何有关招售及发售认购股份的文件，但有关欲向海外人士或向在香港从事证券收购、出让或持有的人士出让认购股份则属例外。
- 6.2 各项于第 6.1 条条款中作出的承诺并不影响其他承诺，并会视为个别承诺。
- 6.3 认购方向发行人进一步承诺将完全补偿其因认购方违反第 6.1 条条款中的任何承诺所蒙受之任何费用及损失，及任何因此而招致的诉讼。
- 6.4 认购方特此向发行人声明并保证：(a)认购方并不是发行人或其附属发行人或其联系人士(定义见上市规则)的董事、行政总裁、行政股东或主要股东；及(b)认购方以当事人身份，而非代理人或代名人身份，作出对认购股份的认购。

7. 陈述和保证

- 7.1 发行人在此向认购方声明及保证，直至本协议日期为止，除已披露外，附表一所述陈述和保证均属真实、完整、准确，不具有误导性；在完成交易日(包括完成交易日当天)前亦会继续如是。
- 7.2 发行人在此同意各项陈述和保证并不影响任何其他陈述和保证及(除非另作明确规定)，任何陈述和保证的规定没有管制或限制任何陈述和保证内的任何其他规定的程度及应用。
- 7.3 各项发行人陈述和保证均应被解释为一项单独的和独立的陈述和保证；除非本协议及已披露另有规定，发行人保证不会因为参照本协议任何其它条款或任何

其它发行人保证或从中得出的推定而受到任何限制或约束。

- 7.4 认购方对发行人陈述和保证的任何违反而享有的权利和救济权在完成认购后继续有效。
- 7.5 在本协议签署之日和完成交易日之间的期间，发行人同意它将尽最大商业上合理的努力：
- (a) 促使其自身和集团公司均不会允许或促成违反任何发行人陈述和保证的任何行为或不作为；及
 - (b) 受限于适用法律、法规、规则的要求，就发生的或发行人所知的任何事件或情况，倘若该事件或情况将会违反任何发行人陈述和保证或与任何发行人陈述和保证不符或可能使任何发行人陈述和保证失实或有误导性或对集团发行人的财务状况或商业前景产生或有可能产生不利影响或对认购方有重大意义，则发行人应立即书面披露给认购方。
- 7.6 受限于适用法律、法规、规则的要求，发行人应给予认购方及其雇员和授权代表所合理要求的便利，以便认购方能够核实发行人陈述和保证的准确性。

8. 费用及稅項

- 8.1 认购方及发行人须各自负担其就草拟、磋商、签署及履行本协议及所有附带于或有关完成认购的文件所产生的所有费用(包括律师费)。
- 8.2 认购方必须承担其就认购股份所产生的所有稅項。

9. 保密条款

- 9.1 受限于第 9.2 条的情况下，一方向另一方承诺就签署和履行本协议而从协议一方或其代表获悉的保密信息，不得披露或泄漏给任何人士，除该披露方为实现本协议之目的而向需了解保密信息的自身或其附属公司或控股公司的管理层、雇员或专业顾问(且受同等保密责任所限)(统称「接收方」)披露(并仅以此目的而言的披露程度)，该等接收方不得为实现本协议之目的以外的任何目的使用保密信息，双方并将采取一切合理的努力防止并促使其接收方防止公开、泄漏或错误使用保密信息。
- (a) 就本条而言，「保密信息」是指：与协议一方有关的信息：(i)就发行人而言，指发行人及其附属公司有关的信息；(ii)就认购方而言，指与认购方及其附属公司有关的信息；
 - (b) 本协议的内容及 / 或任何与本协议有关的索赔或潜在的索赔；或

(c) 与本协议有关的一切讨论及谈判。

9.2 第 9.1 条的限制不适用于一方在下列情况下披露保密信息：

- (a) 有关保密信息需要根据适用法律、法规的要求披露，惟在实际可行的情况下，任何一方在作出上述披露前应先与对方磋商，并在考虑对方就披露的时间、内容和方式方面作出的合理要求后作出披露；
- (b) 若有关保密信息在没有违反第 9.1 条的情况下，已成为公开的信息；
- (c) 在一方从对方获悉的保密信息前经已从没有违反任何保密责任的其他方获得该信息，并且有书面记录证明；或
- (d) 一方为了满足上市规则、联交所、证监会或其它适用政府和 / 或监管机构的要求而作出的必要披露。

9.3 本第 9 条的规定在本协议终止后仍然有效。

10. 公告

10.1 发行人在本协议签署后尽快于联交所及发行人网页上刊载认购的公告。除上述或受法律、联交所、证监会或其他有关监管机构要求外，任何一方不可在未经对方许可的情况下作出任何有关本协议的其他公告。若受法律、联交所、证监会或其他有关监管机构要求而所发出的公告，欲发出公告的一方应尽可能于发告前对公告内的条件与另一方作出商讨。

11. 时间及连续性责任

11.1 除已履行的事情外，所有本协议的条款将于完成认购后继续生效。

11.2 发行人及认购方各自特此向对方承诺，其将作出有关行动及行为、并签订有关契约及文件，以赋予本协议及有关之交易法律效力。

11.3 时间在任何方面应是本协议一项重要的条款。

12. 转让

12.1 本协议对本协议双方及其各自之继承人具有约束力，未经本协议其他方事先书面同意前，其利益不可转让。为释疑虑，本协议不对本协议双方各自的任何受让人具有约束力。

12.2 本协议任何部份(包括但不限于本协议项下发行人对认购方所作出的任何陈述和保证及承诺, 以及就发行人陈述和保证的任何违反提出的申索及权利)皆不可转让。

12.3 除本协议另有明确规定者外, 本协议项下的所有权利和利益属于本协议双方所有, 未经另一方的事先书面同意, 一方不得根据法律或衡平法转让此等权利和利益。

13. 完整协议

13.1 本协议构成了本协议双方之间就本协议有关事项的完整协议。

13.2 本协议取代双方之间先前就本协议项下目标而达成的所有协议以及先前做出的未包含在本协议中的声明和保证。

13.3 双方向另一方承认, 除包含在本协议中的声明和保证外, 其签订本协议未依赖任何其它声明和保证。

14. 变更

14.1 对本协议的任何变更, 应以书面形式经本协议双方签字盖章后方为生效。

15. 权利放弃

15.1 认购方或发行人对另一方违反或不履行本协议项下的任何规定给予的任何豁免必须以书面形式经豁免方授权代表签署后方为有效, 而该豁免不应被视为是该方对另一方随后违反或不履行此等规定或本协议项下的其它规定的豁免。未行使或拖延行使本协议项下的权利不构成对本协议有关规定的豁免。对本协议项下权利的一次或部分行使不应妨碍或限制对此等权利的进一步行使。发行人及认购方在本协议项下的权利是累积的, 且不排除法定的任何权利。

16. 可分割性

16.1 若本协议项下的任何条款由仲裁机构或具有司法管辖权的法院判为无效、非法或不可强制执行, 该等条款的无效、非法或不可强制执行不应影响本协议其它条款的有效性和可强制执行性。

17. 通知及副本

17.1 一方按本协议发给本协议另一方的通知或书面通讯(「通知」), 包括但不限于任何书面材料或通知, 应采用中文书面形式, 并通过以下方式按第 17.3 条所列

递交给收件方：

17.1.1 专人递交；

17.1.2 以邮资预付、要求回执的挂号信函；

17.1.3 传真方式；

17.1.4 电子邮件。

17.2 有关通知应在下列时限即视为送达：

17.2.1 若以专人递交，交付当天视为送达；

17.2.2 若以邮资预付方式邮寄，在投邮后的第三(3)个工作天视为实际送达；

17.2.3 若以传真方式，则以发出后并收到传真确认报告之时即视为实际送达；

17.2.4 若以电子邮件方式，则以到达收件方电子邮件服务器之时即视为实际送达。

17.3 任何通知应写妥有关方名称，发往该方以下地址或传真号码，或该方不时通知之其它地址或传真号码：

发给认购方

地址： 中国深圳市福田区新洲新南苑B座0507号

收件人： 郑志鸿

发给发行人

地址： 香港新界沙田安耀街5号 W Luxe 22楼S10室

收件人： 董事会

传真号码： (852) 36191707

电子邮件： info@ziyuanyuan.com

17.4 一方变更其在本协议上述所列地址或随后地址的，应提前至少五(5)个工作天书面通知他方。

17.5 本协议可以以任何数量的副本签署，所有副本将视为构成一份及相同的文据及任何本协议一方可以签订任何该等副本以订立本协议。

18. 管辖法律及司法管辖权

18.1 本协议受香港法律管辖，并须按香港法律解释。

18.2 本协议双方于此同意服从于香港法院非专属性司法管辖。

19. 合约(第三者权利)条例

19.1 除非本协议另有明文的相反规定，否则本身并非本协议一方的人士不可根据《合约(第三者权利)条例》(香港法例第 623 章)强制执行本协议的任何条文，以及不论本协议有任何规定，本协议的任何更改(包括任何责任的解除或妥协)、撤销或终止均不需取得任何第三者的同意。

(本页以下无正文)

本协议已于开首日期由本协议双方签署，以资证明。

发行人

由张俊深先生
于下列见证人面前
代表
Ziyuanyuan Holdings Group Limited
(紫元元控股集团有限公司)
签署：

)
)
)
)
)
)
)
)



认购方

由郑志鸿
于下列见证人面前
签署：

)
)
)
)



附表一

保证

1. 发行人有充分行为能力订立本协议及履行本协议项下之责任，包括但不限于配发及发行认购股份、发行可换股债券及配发及发行转换股份予认购方。本协议在签署后即构成对发行人合法的、有效的及具约束力的责任。
2. 待先决条件达成后，发行人已取得所有就配发及发行认购股份、发行可换股债券及配发及发行转换股份而言所必需之法院或政府机构或部门的同意、批准、授权、法令、注册及资格，以及发行人于香港及其他地方应因或就配发及发行认购股份及完成本协议项下拟进行的其他交易而取得、采取、作实或作出的任何其他行动或事项经已取得、采取、作实或作出，且维持有效。
3. 本协议的订立及交付、由发行人配发及发行认购股份、发行可换股债券及配发及发行转换股份予认购方、及由发行人履行及遵守其在本协议项下的责任均不会抵触或违反任何对发行人有约束力的法律、命令、协议，或任何法院、仲裁庭、行政和政府机关颁布的判决、禁令、命令、决定和裁决。

附表二

认购股份申请书

日期：2024年1月[•]日

Ziyuanyuan Holdings Group Limited
(紫元元控股集团有限公司)
香港新界沙田安耀街5号
W Luxe 22楼S10室

敬启者：

有关认购股份

本人仅此申请认购 贵公司股本中[*]股之普通股股份，每股认购股份的认购价为[*]港元(即总认购价为[*]万港元)，并同意遵从贵公司之章程细则。

本人现不可撤回地指示并同意 贵公司将本人在签署认购协议时的订金用作支付认购股份的总认购价。

本人现要求及授权 贵公司送递上述认购股份之股份证书予本人。

基于 贵公司配发及发行上述认购股份予本人，本人仅此确认本人是以受益人身份认购上述股份以作投资之用，而并非以提名人或代理人身份认购上述股份。

顺祝
商祺！

[认购方]

日期：2022年12月29日

叶特
(卖方)

及

深圳市美佳尔健康管理有限公司
(买方)

关于
武汉美康茂健康管理有限公司
的股权转让协议

目录

编号	内容	页数
1.	释义	1
2.	买卖标的股权	3
3.	对价及诚意金	3
4.	先决条件	4
5.	完成交割	5
6.	卖方的陈述、保证和承诺	6
7.	买方的陈述、保证和承诺	8
8.	解除本协议	8
9.	保密	8
10.	费用	9
11.	通知	9
12.	时间及并无豁免	10
13.	部分无效	10
14.	修订	10
15.	转让	10
16.	完整协议	10
17.	一般条款	10
18.	生效	11
19.	协议文本	11
20.	管辖法律及争议解决	11
	附表一：目标公司详情	13
	附表二：目标公司管理账目	15

本协议于2022年12月29日由下列各方签订:

卖方: 叶特, 一名中国籍自然人, 其身份证号为441523198410225511 (以下简称“卖方”)

买方: 深圳市美佳尔健康管理有限公司, 一家于中国 深圳市注册成立之公司, 其注册地址为深圳市南山区南头街道马家龙社区大新路198号创新大厦A栋1004(以下简称“买方”)。

鉴于:

- (甲) 武汉美康茂健康管理有限公司 (“目标公司”) 是一家于中国武汉市注册成立的有限责任公司。有关目标公司之详情载于附表一。
- (乙) 于本协议签署日, 卖方持有目标公司100%的股权, 是目标公司之合法股东。
- (丙) 卖方同意出售而买方同意按本协议之条件及条款购买卖方所持有的标的股权 (定义见下文)。
- (丁) 本协议各方经友好协商同意, 根据本协议所载的条款及条件, 由买方向卖方购买有关目标公司之标的股权 (定义见下文)。

现本协议各方同意如下:

1. 释义

- 1.1. 除本协议内容另作解释外, 本协议 (包括前述鉴于条款及附表) 内以下词语将具以下的涵义

“标的股权”	:	由卖方持有并按本协议之规定出售予买方的目标公司100%的股权。
“股权过户日”	:	标的股权于工商登记机关变更登记至买方名下之工商准予变更登记（备案）通知书出具之日；
“交割日”	:	在本协议第4.1条所列的先决条件已完成（或获买方有效地豁免）的基础上，同买方根据本协议第3.1条向卖方支付全部股权转让对价之日；
“先决条件”	:	载列于本协议第4.1条所列的条件；
“披露”	:	在本协议中由卖方给予的陈述、保证和承诺，以及在本协议附表、管理账目内卖方披露的事宜或信息；
“对价”	:	根据本协议第3条由买方向卖方支付的购买标的股权的股权转让价款(受限于本协议第3.4条之条款)；
“完成交割”	:	在本协议第4.1条所列的先决条件已完成（或获买方有效地豁免）的基础上，完成本协议第5.2条所列各项事宜；
“处置”	:	任何出售、转让、交换、和解、解除、豁免、授予任何选择权、优先购买权或其他权利或订立相关的协议；
“产权负担”	:	在任何财产、资产或任何性质的权利上的按揭、抵押、质押、留置权、优先或担保权益、延迟付款的投资、产权保留、租赁、投资或先卖后租或其他任何安排，包括与上述任何一项有关的任何协议；
“目标公司”	:	目标公司指武汉美康茂健康管理有限公司
“管理账目”	:	目标公司自2022年1月1日起截至管理账目日期止期间根据中国境内的会计准则编制的未经审计之综合资产负债表、综合利润表。该管理账目载于本协议附表三中；
“管理账目日期”	:	2022年11月30日；
“最后交易日”	:	2023年6月30日；
“重大不利变动（或”	:	任何对目标公司整体的财务状况、业务经营或财

影响)”		产或营运业绩造成重大不利影响的变动（或影响）；
“紫元元控股”	:	紫元元控股集团有限公司 (Ziyuanyuan Holdings Group Limited), 一家于开曼群岛注册成立的有限公司, 并在联交所GEM上市 (上市编号: 8223), 为买方的最终控股公司;
“联交所”	:	香港联合交易所有限公司;
“上市规则”	:	联交所GEM证券上市规则;
“工作日”	:	指中国法定工作日, 不包含节假日; 及
“中国”	:	中华人民共和国, 就本协议而言, 不包括香港特别行政区、澳门特别行政区及台湾地区。

1.2. 本协议中目录和各条款的标题仅为方便而加入, 并不具有法律效力, 亦不影响对本协议的任何条款的解释。

1.3. 本协议的鉴于条款及附表均为本协议的一部分, 具有相同的法律效力。

2. 买卖标的股权

2.1. 在本协议条款及条件的规限下, 卖方向买方出售其持有的标的股权, 而买方买入标的股权。该标的股权应在股权过户日, 不受任何产权负担所影响。自股权过户日起, 标的股权及所有附属于标的股权的权益, 包括所有于股权过户日前所产生之标的股权对应的未分配利润以及股权过户日之后标的股权对应的可分配利润, 均归买方所拥有。

2.2. 除非先决条件全部达成（或被买方书面同意豁免），否则买方没有责任和义务购买任何标的股权。

3. 对价及诚意金

3.1 对价

转让标的股权的总对价为人民币4000万元, 卖方转让其持有目标公司100%的股权给买方, 买方向卖方支付的对价为人民币4000万元。上述对价受限于下述第3.4条规定。

3.2 买方按下述方式向卖方支付对价：

(a) 在2022年12月31日前向卖方支付2650万元。

(b) 于交割日向卖方支付余款1350万元。

(c) 卖方应在向买方转让股权前将人民币3000万元的应收股东款返还目标公司。

卖方须在收到买方全部对价之日向买方交付目标公司所有的财务章、财务账目簿正本及其他与财务有关的文件及印章。

- 3.4 根据中国法律法规要求，卖方取得本次交易项下之所得应缴纳中国企业所得税，且买方需作为扣缴义务人为卖方代扣代缴该项税费。据此，买方在支付对价予卖方前将预留该项税款，税款金额以税务机关核定的为准。

在买方就卖方该项税费完成代扣代缴手续后，对于多预留的税款，买方应返还予卖方。若暂预留的税款不足导致买方在实际发生代扣代缴税费时遭受损失的，卖方应当在接到买方书面通知后的五个工作日内赔偿买方因此遭受的损失。

- 3.5 除买方依据中国法律法规要求为卖方申报及代扣卖方的中国企业所得税外，各方应当各自自行申报及缴纳本次交易项下的税费。

4. 先决条件

- 4.1. 买方完成本协议买卖的责任受限于下述先决条件。在下述先决条件全部满足或者被买方豁免之日，且在最后交易日前，买卖双方应当签署先决条件满足确认函：

- (a) 本协议项下交易的完成将不受任何适用法律、司法或仲裁机构、或其他政府机关的裁决或者行政决定所限制或禁止；
- (b) 完成本次股权转让所涉工商变更登记手续，而办理工商变更登记手续时向市场监督管理主管部门提交的相关配套文件（包括但不限于目标公司章程）的形式及内容均合乎监管要求并令买方满意；
- (c) 目标公司正常经营所需的所有经营许可证照（包括但不限于营业执照）均已取得并在完成交割时仍保持持续合法有效，并且就卖方所知目标公司没有进行或存在任何行为导致该等经营许可证照被政府机关撤回或撤销；

- (d) 目标公司没有发生任何重大不利变动（或影响）；
 - (e) 卖方的陈述、保证和披露维持真实、准确及没有任何误导、没有重大遗漏，且未有任何导致卖方违反其保证或本协议任何条款的事情发生；
 - (f) 买方完成有关对目标公司的法律、财务和商业尽职调查，并取得满意的结果；
 - (g) 卖方将人民币3000万元的应收股东款返还给目标公司；
 - (h) 目标公司位于武汉市洪山区珞珈山路299号珞珈国际1-5楼商业裙楼中五层整层商铺的新店已经开业；
 - (i) 卖方及买方已取得有关完成本协议及项下交易所需的一切认可、同意及批准，而有关认可、同意及批准仍具有十足效力及作用。
- 4.2. 本协议各方将尽其最大努力促使本协议第4.1条所列的所有先决条件都能达成。卖方将及时地向买方、联交所和香港证券及期货事务监察委员会或其他相关监管机构提交所有上市规则或其他适用规则、守则或法规所要求的文件及数据，不论是否与准备收购标的股权的文件及其他公告、通函或其他文件有关。
- 4.3. 若卖方合理地预见上述第4.1条所述的任何先决条件可能未能于最后交易日前达成，应于最后交易日前3个工作日之前以书面形式预先通知买方。买方有权于最后交易日前的任何时间以书面形式通知卖方予以豁免(唯第4.1条第(b)、(c)、(d)、(e)、(g)及(h)项不能豁免)。
- 4.4. 若本协议第4.1条所列的任何先决条件未能于最后交易日下午五时整前完成或获买方按照第4.3条豁免，且在标的股权工商登记至买方名下之前，本协议之交易将自动终止，卖方须向买方返还所有买方已支付的诚意金和对价款，双方将不需承担任何责任和义务。

5. 完成交割

- 5.1. 在本协议第4.1条列载的先决条件已完成（或获买方有效地豁免）的基础上，卖方应于交割日根据本条款的规定完成交割。买卖双方应签署交割/交接清单，以此确认卖方已完成交割。
- 5.2. 于交割日，卖方须送呈以下文件和材料予买方：
- (a) 目标公司所有的财务章、财务账目簿正本及其他与财务有关的文件及印章；
 - (b) 妥为通过以下决议案的目标公司已妥为召开及举行的股东（会）/董

事会会议经核证之会议记录或经核证之股东（会）/董事会书面决议，会议记录或书面决议须妥为签署，其格式及内容须为买方合理接受：

- (i) 委任买方提名的个人为目标公司的董事；及
 - (ii) 委任买方提名的个人为目标公司的法定代表人；
 - (c) 目标公司经营所需的所有公司印章（含合同章）、营业执照正副本、其他经营有关的执照及许可证（包括但不限于医疗器械经营许可证）之正副本、公司章程、股东决定/股东会决议，及执行董事决定/董事会议记录，租赁协议，以及其固定资产详细清单；
 - (d) 目标公司对外签署的正在履行之中的所有合同、文件，以及一切客户和供应商名单；
 - (e) 目标公司的劳动合同、保密和竞业限制协议、人事档案，母婴月子照护服务管理及运作系统、操作指南和手册等；
 - (f) 截至交割日的管理账目明细，包括但不限于应收账款清单应付账款清单、债务表等资料；
- 5.3. 倘若卖方原因导致的不能完成第5.2条要求的任何事宜，买方可（在不损害其可享有的任何其他权利或救济措施的情况下）：
- (a) 将完成交割延期至原先订为交割日后一个月内的任何一日；且在不损害买方就对方没有履行其在本协议项下义务而有权行使的权力的基础上，继续完成本次股权转让；或
 - (b) 依照本协议的规定追究卖方的违约责任并向其索偿。
- 5.5 买方于股权过户日成为持有目标公司100%股权之股东，依据目标公司章程之规定享有股东权利，履行股东的出资义务。

6. 卖方的陈述、保证和承诺

- 6.1. 卖方在此向买方陈述与保证，有关陈述和保证直至完成交割（包括完成交割时）止，均属真实及正确：
- (a) 卖方为标的股权的合法所有权人及实益拥有者，其有完全之权利能力及行为能力将标的股权转让予买方；
 - (b) 标的股权是业已缴足全部出资所形成的股权；

- (c) 卖方所持有的标的股权无任何产权负担；
- (d) 并无第三人对标的股权主张权利或质疑卖方对于标的股权之权利，目前目标公司或卖方并不涉及诉讼、仲裁等纠纷或任何引致诉讼、仲裁、处罚或调整之状况而影响买方受让标的股权及于股权过户日后取得股权合法所有权之状况，所有有关标的股权的重要事实已真实、完整及准确地向买方进行披露；
- (e) 卖方签订及履行本协议于任何方面均不会违反：(i) 目标公司据以成立且于本协议订立之日及股权交割日依然有效之法律；或(ii) 卖方与第三方签署的对其任何资产具有约束力之任何协议或其他承诺或文书；不会依照任何此类协议或其他承诺或文书之条文而对其任何资产设立或引致任何产权负担；
- (f) 目标公司经营其业务所须的一切执照、许可证及授权均已取得并且保持持续有效；
- (g) 目标公司无任何其他附属公司，亦无在任何其他公司中拥有任何直接和间接的投资；
- (h) 目标公司依法设立并有效存续，目标公司开展其所有重要方面之业务时，均依法经营；
- (i) 目标公司在任何重大方面均已并现正遵守所有适用法律；
- (j) 管理账目已根据中国境内的会计准则编制，并从中国境内的会计准则来说是真实及公允地反映目标公司于管理账目日期之事务状况及财务状况及目标公司于截至该日期止财务期间之业绩，且并无发生导致目标公司于管理账目期间之业绩异常高或异常低之任何事件；
- (k) 除已披露者外，目标公司并未任何负债或或有负债；也没有任何未披露的重要协议；
- (l) 目标公司并无向任何第三人提供借款或担保；
- (m) 截至交割日，目标公司没有发生任何重大不利变动（或影响）；
- (n) 截至交割日，卖方的陈述、保证和披露维持真实、准确及没有任何误导、没有重大遗漏，且未有任何导致卖方违反其保证或本协议任何条款的事情发生；
- (o) 卖方及买方已取得有关完成本协议及项下交易所需的一切认可、同意及批准，而有关认可、同意及批准截至交割日仍具有十足效力及作用；及
- (p) 于交割日，目标公司并无对卖方或其联系人（按GEM上市规则第20

章的定义) 负有任何债务。

7. 买方的陈述、保证和承诺

买方向卖方作出以下保证：

- (a) 买方有充分行为能力签订本协议及履行本协议项下之责任；
- (b) 本协议在签署后即构成对买方合法的、有效的及具约束力的责任；
- (c) 买方订立及履行本协议均有合法授权；及
- (d) 在符合本协议约定的先决条件后，买方按本协议项下条款全面履行本次股权转让的义务。

8. 解除本协议

8.1. 在完成交割前,卖方和买方经协商一致可以解除本协议。

8.2. 除本协议另有约定以外，按本协议之规定解除本协议后，卖方应于3个工作日内向买方返还买方已支付予卖方的全部诚意金及对价。相关税费双方另行协商解决。股权过户日（含当日）后，买卖双方均无权通知对方解除本协议（如卖方未收到买方对价款项，除外）。

9. 保密

9.1. 本协议各方同意其任何一方将不会就有关本协议或其条款作出任何公告、新闻发布或其他一般公众披露，除非已获得另外一方的事前书面同意或因适用的法律、法规及政策、联交所或其他相关监管机构等要求除外。本协议各方进一步同意其不会及会促使其各自的董事、职员、代表及代理人不会向任何不是直接参与讨论有关买卖标的的股权的人士透露在进行中的讨论或磋商之进度或任何关于买卖标的的股权的条款、条件或其他事实。

9.2. 每一协议方向另一协议方承诺不会在本协议日期后的任何时间泄露或向任何人士（其专业顾问或法律要求的或其各自的高级职员或雇员，其职权范围须知道有关资料者除外）透露其所知道或得到、与任何另一协议方的业

务、账目、财务或合约安排或其他投资、交易或事务有关的机密资料。协议各方须尽力防止有关事宜相关的任何上述机密资料被公开或披露。

10. 费用

除本协议另有约定外，各方承担各自之税、成本和费用。如各方共同同意终止本次股权转让，则各自承担上述费用。

11. 通知

11.1. 所有在本协议下需要发出或送达的通知、要求或其他通讯均须以书面方式作出，以中文书写，并以特快专递或专人送递的方式按第15.3条所载地址送出或发出予本协议有关方。

11.2. 所有在本协议下所发出或送达的每一项通知、要求或其他通讯应在下述时间视为已经被本协议有关方收到：(a)如以快递方式寄发，投寄当日后的四天；(b)如由专人送递，送达时；(c)如邮递至同一国家内，则为交付予邮政机关后之两(2)个工作日，如邮递至该国家外（应以空邮投递），则为交付予邮政机关后之五(5)个工作日；(d)如以传真形式发达，则为发送传真之时。

11.3. 本条内容并不排除任何法律允许的其他通讯方式。

除另作书面通知外，本协议各方的通讯地址及电话号码为：

卖方：	
叶特	
地址：	
电话号码：	
收件人：	叶特
买方：	
深圳市美佳尔健康管理有限公司	
地址：	深圳市南山区大新路198号马家龙创新大厦A座10层

电话号码:	86-0755-33011888
收件人:	张俊深

12. 时间及并无豁免

时间是指本协议明确约定的日期及期间以及各方以书面约定的其他替代的日期及期间。本协议任何一方没有行使或延迟行使本协议赋予的任何权利不应构成其放弃有关权利，个别或部分行使本协议赋予的任何权利亦不排除该协议方行使其他或进一步行使该项权利或行使任何其他权利。本协议赋予买方的权利及补救措施是附加性的，并不排除法律所赋予买方的任何权利或补救措施。

13. 部分无效

如根据法律本协议任何一项或以上的条款在任何方面被认定为无效、不合法、不能强制执行或无法执行，本协议其余条款的有效性、合法性、可强制执行性不应在任何方面受到影响或损害。

14. 修订

除非以书面文书作出并经由本协议各方签署，本协议不得被修订、补充或更改。

15. 转让

本协议对本协议各方及其各自之继承人及受让人均具约束力。未经本协议其他方事先书面同意前，任何本协议方均不得转让其在本协议的权利或责任。

16. 完整协议

本协议包含本协议各方就与本协议有关事宜所达成的完整协议，并取代本协议各方就有关事宜所作出的合约、安排、陈述或交易，但不影响各方在签订本协议的谈判过程中就资料的披露而向对方给予的保密承诺。

17. 一般条款

本协议签署后，卖方将提供或促使目标公司对买方及其顾问及代理人所进

行的财务、法律或其他审查提供有需要的协助、资料及文件。

18. 生效

本协议自本协议各方签署盖章之日起生效。

19. 协议文本

22.1 本协议一式四份，卖方和买方各执一份，两份留存于目标公司。

22.2 各方为办理目标公司股东变更工商登记手续如另行签订股权转让协议的，另行签订的股权转让协议若与本协议内容不一致，以本协议约定为准。

20. 管辖法律及争议解决

20.1. 本协议受中国法律管辖。

20.2. 因本协议产生的任何争议，应协商解决，协商不成的，各方一致同意提交深圳国际仲裁院，按照申请仲裁时该院现行有效的仲裁规则（含适用快速程序）进行仲裁。仲裁裁决是终局的，对各方均有约束力。

本协议已于首页日期由本协议各方签署。

卖方

叶特：（盖章）

授权代表（签署）： 叶特
(叶特)

买方

深圳市美佳尔健康管理有限公司：（盖章）

法定代表人（签署）： 张俊深
(张俊深)



附表一：目标公司详情

(于本协议签订日)

目标公司

企业名称:	武汉美康茂健康管理有限公司
统一社会信用代码:	91420100MA7N8ETY58
住所:	武汉东湖新技术开发区软件园东路1号软件产业4.1期B1栋1-18层1层1-20室（自贸区武汉片区）（仅限办公用途）
成立日期:	2022-04-07
法定代表人:	叶特
公司类型:	有限责任公司(自然人独资)
注册资本:	4000万(元)人民币
实收资本:	4000万(元)人民币
股东持股比例:	叶特 100%
经营范围:	许可项目：第三类医疗器械经营（依法须经批准的项目，经相关部门批准后方可开展经营活动，具体经营项目以相关部门批准文件或许可证件为准）一般项目：第一类医疗器械销售；第二类医疗器械销售；货物进出口；技术进出口；进出口代理；商务代理代办服务；信息咨询服务（不含许可类信息咨询服务）；企业管理咨询；健康咨询服务（不含诊疗服务）；复印和胶印设备销售；电子专用设备销售；租赁服务（不含许可类租赁服务）；第二类医疗器械租赁；第一类医疗器械租赁；专用设备修理；技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广；互联网销售（除销售需要

	许可的商品)；软件开发；计算机软硬件及辅助设备批发；计算机软硬件及辅助设备零售；信息系统集成服务；信息系统运行维护服务；电子元器件与机电组件设备销售；通讯设备销售；电子测量仪器销售；信息安全设备销售；母婴生活护理（不含医疗服务）；母婴用品销售；护理机构服务（不含医疗服务）；养生保健服务（非医疗）；家政服务；酒店管理（除许可业务外，可自主依法经营法律法规非禁止或限制的项目）
营业期限：	2022-04-07 至 无固定期限

附表二：目标公司管理账目

利润表

会企 02 表

编制单位：武汉美康茂健康管理有限公司

2022-11

单位：元

项 目	本期金额	本年累计金额
一、营业收入		2,811.32
减：营业成本		1,158,152.66
税金及附加	5.90	5.90
销售费用	64,739.22	252,775.98
管理费用	67,028.97	446,248.54
研发费用		
财务费用	748.89	502.59
其中：利息费用		
利息收入		-805.15
加：其他收益		
投资收益（损失以“-”号填列）		
其中：对联营企业和合营企业的投资收益		
公允价值变动收益（损失以“-”号填列）		
资产减值损失（损失以“-”号填列）		
资产处置收益（损失以“-”号填列）		
二、营业利润（亏损以“-”号填列）	-132,522.98	-1,854,874.35
加：营业外收入		
减：营业外支出		
三、利润总额（亏损总额以“-”号填列）	-132,522.98	-1,854,874.35
减：所得税费用		
四、净利润（净亏损以“-”号填列）	-132,522.98	-1,854,874.35
（一）持续经营净利润（净亏损以“-”号填列）		
（二）终止经营净利润（净亏损以“-”号填列）	-132,522.98	-1,854,874.35
五、其他综合收益的税后净额		
（一）不能重分类进损益的其他综合收益		
1. 重新计量设定受益计划变动额		
2. 权益法下不能转损益的其他综合收益		
（二）将重分类进损益的其他综合收益		
1. 权益法下可转损益的其他综合收益		
2. 可供出售金融资产公允价值变动损益		
3. 持有至到期投资重分类为可供出售金融资		
4. 现金流量套期损益的有效部分		
5. 外币财务报表折算差额		
六、综合收益总额	-132,522.98	-1,854,874.35
七、每股收益：		
（一）基本每股收益		
（二）稀释每股收益		

制表人：

复核人：

财务负责人：

单位负责人：

资产负债表

会企01 表
单位：元

2022/11/30

编制单位：武汉美康茂健康管理有限公司

资产	期末余额	上年年末余额	负债和所有者权益(或股东权益)	期末余额	上年年末余额
流动资产：			流动负债：		
货币资金	46,076.84		短期借款		
以公允价值计量且其变动计入当期损益的金融资产			以公允价值计量且其变动计入当期损益的金融负债		
衍生金融资产			衍生金融负债		
应收票据			应付票据	127,329.00	
应收账款			应付账款		
预付款项	4,703,688.76		预收款项	6,800,299.00	
其他应收款	41,606,132.02		应付职工薪酬	53,276.73	
存货			应交税费	1,053.86	
持有待售资产			其他应付款	2,222,058.00	
一年内到期的非流动资产			持有待售负债		
其他流动资产			一年内到期的非流动负债		
流动资产合计	46,355,897.62		其他流动负债		
非流动资产：			流动负债合计	9,204,016.59	
可供出售金融资产			非流动负债：		
持有至到期投资			长期借款		
长期应收款			应付债券		
长期股权投资			其中：优先股		
投资性房地产			永续债		
固定资产	68,131.93		长期应付款		
在建工程	843,526.00		预计负债		
生产性生物资产			递延收益		
油气资产			递延所得税负债		
无形资产			其他非流动负债		
开发支出			非流动负债合计		
商誉			负债合计	9,204,016.59	
长期待摊费用	81,586.69		所有者权益(或股东权益)：		
递延所得税资产			实收资本(或股本)	40,000,000.00	
其他非流动资产			其他权益工具		
非流动资产合计	993,244.62		其中：优先股		
			永续债		
			资本公积		
			减：库存股		
			其他综合收益		
			专项储备		
			盈余公积		
			未分配利润	-1,854,874.35	
			所有者权益(或股东权益)合计	38,145,125.65	
资产总计	47,349,142.24		负债和所有者权益(或股东权益)总计	47,349,142.24	

单位负责人：

财务负责人：

负责人：

制表人：

日期：2023年6月30日

叶特

(卖方)

及

深圳市美佳尔健康管理有限公司

(买方)

关于

武汉美康茂健康管理有限公司

的股权转让协议之补充协议

本补充协议于2023年6月30日由下列各方签订：

卖方：叶特

地址：

公民身份号码：441523198410225511

联系方式：

买方：深圳市美佳尔健康管理有限公司

地址：深圳市南山区南头街道马家龙社区大新路 198 号创新大厦 A 栋 1004

联系方式：

鉴于：

(甲) 本补充协议各方于2022年12月29日签订了《关于武汉美康茂健康管理有限公司的股权转让协议》（“该股权转让协议”），卖方将其持有目标公司的全部股权转让予买方。

(乙) 根据该股权转让协议，最后交易日约定为2023年6月30日。现本补充协议各方经协商一致，同意变更最后交易日，特签订本补充协议以兹遵守。

现本补充协议各方同意如下：

一、将该股权转让协议项下之最后交易日变更为2023年12月31日。

二、除最后交易日变更外，其余条款仍按该股权转让协议执行。

三、于该股权转让协议中的定义或使用之词语或词组，于本补充协议中具有相同释义。

四、本补充协议经本协议各方签字、盖章后生效。

五、本补充协议一式四份，卖方和买方各执一份，两份留存于目标公司。

(以下无正文)

(本页无正文，为《武汉美康茂健康管理有限公司的股权转让协议之补充协议》
签署页)

本补充协议已于首页 日期由本协议各方签署。

卖方：叶特

叶特

2023 年 1 月 30 日

买方：深圳市美佳尔健康管理有限公司



2023 年 6 月 30 日

日期：2023年12月 29 日

叶特

(卖方)

及

深圳市美佳尔健康管理有限公司

(买方)

关于

武汉美康茂健康管理有限公司

的股权转让协议之补充协议

本补充协议于2023年12月 29 日由下列各方签订：

卖方：叶特

地址：

公民身份号码：441523198410225511

联系方式：

买方：深圳市美佳尔健康管理有限公司

地址：深圳市南山区南头街道马家龙社区大新路 198 号创新大厦 A 栋 1004

联系方式：

鉴于：

(甲) 本补充协议各方于2022年12月29日签订了《关于武汉美康茂健康管理有限公司的股权转让协议》（“该股权转让协议”），卖方将其持有目标公司的全部股权转让予买方。

(乙) 根据该股权转让协议，最后交易日约定为2023年6月31日。现本补充协议各方经协商一致，同意变更最后交易日，特签订本补充协议以兹遵守。

现本补充协议各方同意如下：

一、将该股权转让协议项下之最后交易日变更为2024年3月31日。

二、除最后交易日变更外，其余条款仍按该股权转让协议执行。

三、于该股权转让协议中的定义或使用之词语或词组，于本补充协议中具有相同释义。

四、本协议生效后，即成为原合同不可分割的组成部分，与原合同具有同等法律效力。除本协议中明确补充的条款之外，原合同的其余部分应完全继续有效。本协议与原合同有相互冲突时，以本协议为准。

五、本补充协议经本协议各方盖章后生效。

六、本补充协议一式三份，卖方和买方各执一份，一份留存于目标公司。

(以下无正文)

(本页无正文,为《武汉美康茂健康管理有限公司的股权转让协议之补充协议》
签署页)

本补充协议已于首页日期由本协议各方签署。

卖方: 叶特

叶特

2023年 12月 19日

(文五承下)

买方: 深圳市美佳尔健康管理有限公司



2023年 12月 19日