

**The whole of this Provisional Allotment Letter must be returned to be valid.**

本暫定配額通知書必須整份交回，方為有效。

**IMPORTANT**

**重要提示**

Reference is made to the prospectus issued by NIU Holdings Limited (the “**Company**”) dated 28 May 2026 in relation to the Rights Issue (the “**Prospectus**”). Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述 NIU Holdings Limited (「**本公司**」) 所刊發日期為 2026 年 5 月 28 日有關供股的章程 (「**供股章程**」)。除文義另有所指外，本文件所用詞彙與供股章程所界定者具有相同涵義。

**THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL WILL EXPIRE AT 4:00 P.M. ON THURSDAY, 11 JUNE 2026 (OR SUCH LATER DATE OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE” IN THE ENCLOSED SHEET).**

本暫定配額通知書 (「暫定配額通知書」) 具有價值及可轉讓，並請即處理。本暫定配額通知書所載之要約將於 2026 年 6 月 11 日 (星期四) 下午 4 時正 (或隨附文件「惡劣天氣及／或極端情況對最後接納時間的影響」一段所述之有關較後日期或時間) 截止。

**IF YOU ARE IN ANY DOUBT ABOUT THIS PAL OR AS TO THE ACTION TO BE TAKEN OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES OF THE COMPANY, YOU SHOULD CONSULT YOUR STOCKBROKER, LICENSED SECURITIES DEALER OR REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.**

閣下對本暫定配額通知書或將採取之行動如有任何疑問或 閣下如已出售或轉讓 閣下之全部或部分本公司股份，應諮詢 閣下之股票經紀、持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this PAL, together with a copy of the Prospectus and the other documents specified in the paragraph headed “18. Documents Delivered to the Registrar of Companies in Hong Kong” in Appendix III to the Prospectus, have been registered by the Registrar of Companies in Hong Kong as required under Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, the Stock Exchange, and the SFC take no responsibility as to the contents of any of these documents.

本暫定配額通知書連同供股章程及供股章程附錄三「18. 送呈香港公司註冊處處長之文件」一段所述之其他文件，已依據香港法例第 32 章公司 (清盤及雜項條文) 條例第 342C 條規定由香港公司註冊處處長登記。香港公司註冊處處長、聯交所及證監會對任何此等文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this PAL, make no representations as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this PAL.

香港交易及結算所有限公司、聯交所及香港結算對本暫定配額通知書之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本暫定配額通知書全部或任何部分內容而產生或倚賴該等內容而引致之任何損失承擔任何責任。

Any dealings in the Shares up to the date on which the conditions to which the Rights Issue is subject are fulfilled (which is currently expected to be 4:00 p.m. on Tuesday, 30 June 2026), or in the nil-paid Rights Shares on the Stock Exchange during the period in which they may be traded in their nil-paid form, will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

截至供股之條件達成當日 (目前預期為 2026 年 6 月 30 日 (星期二) 下午 4 時正) 止之任何股份買賣，或以未繳股款方式進行買賣之期間在聯交所買賣任何未繳股款供股股份將須相應承受供股未必成為無條件或未必進行之風險。

Investors who have any doubt about their position are recommended to obtain professional advice from their advisers regarding dealings in the Shares or nil-paid Rights Shares during these periods.

投資者如對彼等之狀況有任何疑問，應諮詢其顧問有關於該等期間買賣股份或未繳股款供股股份之專業意見。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both 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 nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange or such other date as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of HKSCC and HKSCC Operational Procedures in effect from time to time.

待未繳股款及繳足股款供股股份獲批准於聯交所上市及買賣以及符合香港結算之股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券以於中央結算系統寄存、結算及交收，由未繳股款及繳足股款供股股份各自於聯交所開始買賣之日期 (或香港結算釐定之有關其他日期) 起生效。聯交所參與者之間於任何交易日之交易須於其後第二個交易日在中央結算系統交收。於中央結算系統項下之一切活動須遵守不時生效之香港結算一般規則及香港結算運作程序規則。

Dealings in the Shares may be settled through CCASS and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional advisers for details of those settlement arrangements and how such arrangements may affect your rights and interests.

股份之買賣可透過中央結算系統進行交收，閣下應諮詢 閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問有關該等交收安排之詳情，以及有關安排對 閣下之權利及權益可能構成之影響。

Share Registrar and Transfer Office:  
Union Registrars Limited  
Suites 3301-04, 33/F.,  
Two Chinachem  
Exchange Square,  
338 King's Road,  
North Point, Hong Kong

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

**RIGHTS ISSUE ON THE BASIS OF TWO (2) RIGHTS SHARES  
FOR EVERY ONE (1) EXISTING SHARE  
HELD ON THE RECORD DATE  
ON A NON-FULLY UNDERWRITTEN BASIS AT A SUBSCRIPTION  
PRICE OF HK\$0.107 PER RIGHTS SHARE  
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN  
4:00 P.M. ON THURSDAY, 11 JUNE 2026**

以非全數包銷基準  
按於記錄日期  
每持有一(1)股現有股份獲發兩(2)股供股股份的基準  
以每股供股股份0.107港元之認購價進行供股  
股款須於接納時  
(不遲於2026年6月11日(星期四)下午4時正)繳足

28 May 2026  
2026年5月28日

**PROVISIONAL ALLOTMENT LETTER  
暫定配額通知書**

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

BOX A 甲欄 (Note 1 附註1)

BOX B 乙欄 (Note 2 附註2)

BOX C 丙欄 (Note 3 附註3)

HK\$  
港元

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

Note 1 Total number of Shares registered in your name(s) on Wednesday, 27 May 2026  
附註1 於2026年5月27日(星期三)以閣下名義登記之股份總數

Note 2 Number of Rights Shares provisionally allotted to you subject to payment in full on  
acceptance by no later than 4:00 p.m. on Thursday, 11 June 2026

附註2 暫定配發予閣下之供股股份數目，惟須不遲於2026年6月11日(星期四)  
下午4時正前接納時全數繳足股款

Note 3 Total subscription monies payable in full upon acceptance which should be rounded  
down to the nearest cent

附註3 於接納時全數應繳之認購款項總額應向下調整至仙位數

Name of bank on which cheque/banker's cashier order is drawn:

支票/銀行本票之付款銀行名稱：\_\_\_\_\_

Please insert your contact telephone no.:

請填上閣下聯絡電話號碼：\_\_\_\_\_

Cheque/banker's cashier order number:

支票/銀行本票號碼：\_\_\_\_\_

IN THE EVENT OF TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR RIGHTS SHARE(S), HONG KONG AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTERESTS OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.  
在轉讓供股股份的認購權時，每項買賣均須繳納香港從價印花稅。以出售以外方式饋贈或轉讓實益權益亦須繳納香港從價印花稅。在辦理本文件所載供股股份配額登記之前，須出示已繳納香港從價印花稅之證明。

Form B  
表格乙

## FORM OF TRANSFER AND NOMINATION 轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Share(s) set out in Box B of Form A)

(僅供擬將其／彼等於表格甲之乙欄所列供股股份之認購權利全數轉讓之合資格股東填寫及簽署)

To: The Directors  
NIU Holdings Limited  
致： NIU Holdings Limited  
列位董事

Dear Sirs and Madams,  
I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：  
本人／吾等茲將本暫定配額通知書所列本人／吾等可認購供股股份之權利全數轉讓予接受此權利並簽署以下登記申請表格(表格丙)之人士。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Signature(s) of Qualifying Shareholder(s) (all joint Qualifying Shareholders must sign) 合資格股東簽署(所有聯名合資格股東均須簽署)

Date  
日期 \_\_\_\_\_

Note: Hong Kong ad valorem stamp duty is payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.  
附註：填妥此表格後，轉讓人及承讓人須就轉讓認購供股股份之權利支付香港從價印花稅。

Form C  
表格丙

## REGISTRATION APPLICATION FORM 登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares have been transferred)

(僅供承讓認購供股股份權利之人士填寫及簽署)

To: The Directors  
NIU Holdings Limited  
致： NIU Holdings Limited  
列位董事

Dear Sirs and Madams,  
I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s).  
I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the memorandum of association and the articles of association of the Company.

敬啟者：  
本人／吾等謹請閣下將表格甲之乙欄所列數目之供股股份以本人／吾等名義登記。  
本人／吾等同意按照本暫定配額通知書及供股章程所載之條款，並在貴公司之組織章程大綱及組織章程細則之規限下接納該等股份。

Existing Shareholder(s)  
Please mark "X" in this box  
現有股東請於此欄內填上「X」符號

To be completed in BLOCK letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.

請用英文大楷填寫。聯名申請人只應填報排名首位之申請人地址。

For Chinese applicant(s), please provide your name in both English and Chinese.

中國籍申請人請填寫中英文姓名。

Name of applicant in English 申請人英文姓名	Family name/Company name 姓氏／公司名稱	Other name(s) 別名	Name in Chinese 中文姓名
Names of joint applicant(s) (if any) 聯名申請人姓名(如有)			
Address in English (joint applicants should give the address of the first-named applicant only) 英文地址(聯名申請人只應填報排名首位之申請人地址)			
Occupation 職業	Telephone no. 電話號碼		
Dividend instructions 股息指示			
Name and address of bank 銀行名稱及地址	Bank account no. 銀行賬戶號碼		

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Signature(s) of applicant(s) (all joint applicants must sign)

申請人簽署(所有聯名申請人均須簽署)

Date 日期: \_\_\_\_\_

Note: Hong Kong ad valorem stamp duty is payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.  
附註：填妥此表格後，轉讓人及承讓人須就轉讓認購供股股份之權利支付香港從價印花稅。

IF YOU WISH TO EXERCISE YOUR RIGHT TO SUBSCRIBE FOR ALL THE RIGHTS SHARES SPECIFIED IN THIS PAL, YOU SHOULD LODGE THIS PAL IN ACCORDANCE WITH THE PROSPECTUS AND INSTRUCTIONS PRINTED HEREIN, TOGETHER WITH A REMITTANCE FOR THE FULL AMOUNT AS SHOWN IN BOX C OF FORM A PAYABLE ON ACCEPTANCE, WITH THE REGISTRAR, UNION REGISTRARS LIMITED, AT SUITES 3301-04, 33/F., TWO CHINACHEM EXCHANGE SQUARE, 338 KING'S ROAD, NORTH POINT, HONG KONG BY NO LATER THAN 4:00 P.M. ON THURSDAY, 11 JUNE 2026 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER DATE OR TIME AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE" IN THE ENCLOSED SHEET). ALL REMITTANCES MUST BE MADE BY CHEQUE OR BANKER'S CASHIER ORDER IN HONG KONG DOLLARS. CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, AND BANKER'S CASHIER ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "KELCA LIMITED" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING OF ENTITLEMENTS TO RIGHTS SHARES ARE ALSO SET OUT IN THE ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE. 閣下如欲行使 閣下之權利認購本暫定配額通知書指定之全部供股股份，應不遲於2026年6月11日(星期四)下午4時正(或於惡劣天氣情況下，隨附文件「惡劣天氣及／或極端情況對最後接納時間的影響」一段所述的有關較後日期或時間)，按照供股章程及本暫定配額通知書印備之指示將本暫定配額通知書連同表格甲之丙欄所示接納時須繳付之全數股款，送呈過戶登記處聯合證券登記有限公司，地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室。所有股款必須以港元之支票或銀行本票支付。支票須由香港持牌銀行戶口開出，銀行本票亦須由香港持牌銀行發出，並註明抬頭人為「KELCA LIMITED」及以「只准入抬頭人賬戶」方式劃線開出。有關轉讓及分拆供股股份配額之指示亦載於隨附文件。本公司將不另發股款收據。

Each person accepting the provisional allotment specified in this PAL:

- confirms that he/she/it has read the terms and conditions and acceptance procedures set out in the enclosed sheet and in the Prospectus and agrees to be bound by them; and
- agrees that this PAL, and the resulting contract, will be governed by and construed in accordance with Laws of Hong Kong.

接納本暫定配額通知書所載之暫定配額的每位人士均：

- 確認彼已閱讀隨附文件及供股章程所載之條款及條件以及接納手續，並同意受其約束；及
- 同意本暫定配額通知書及因此構成之合約將受香港法律規管，並按其詮釋。

Dealings in the Rights Shares in the nil-paid form will take place from Monday, 1 June 2026 to Monday, 8 June 2026 (both dates inclusive).

未繳股款供股股份將於2026年6月1日(星期一)至2026年6月8日(星期一)(包括首尾兩日)進行買賣。

Shareholders should note that dealings in such Rights Shares in their nil-paid form and dealings in the Shares may take place while certain conditions to which the Rights Issue (as specified in the section headed "Letter from the Board – Conditions of the Rights Issue" in the Prospectus) are subject remain unfulfilled. Any Shareholder or other person dealing in the Rights Shares in their nil-paid form or dealing in the Shares up to the date on which all conditions to which the Rights Issue are subject are fulfilled, will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating selling or purchasing or dealing in the Shares or the Rights Shares in their nil-paid form, who is in any doubt about his/her/its position, is recommended to consult his/her/its own professional adviser.

股東應注意，該等未繳股款供股股份及股份可能會在供股之某些條件(於供股章程內「董事會函件－供股的條件」一節訂明)尚未達成之情況下進行買賣。因此，於供股之所有條件達成當日前買賣未繳股款供股股份或股份之任何股東或其他人士，均須相應承擔供股可能無法成為無條件或未必會進行之風險。任何有意買賣或交易股份或未繳股款供股股份之股東或其他人士，如對本身之狀況有任何疑問，應諮詢其專業顧問。

**A SEPARATE CHEQUE OR BANKER'S CASHIER ORDER MUST ACCOMPANY EACH ACCEPTANCE**

每份接納須隨附一張獨立開出之支票或銀行本票

**NO RECEIPT WILL BE GIVEN**

本公司將不另發收據

# NIU HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8619)

28 May 2026

Dear Qualifying Shareholders,

## INTRODUCTION

Reference is made to the prospectus issued by NIU Holdings Limited (the “**Company**”) dated 28 May 2026 in relation to the Rights Issue (the “**Prospectus**”). In accordance with the terms set out in the Prospectus accompanying the PAL, the Directors have provisionally allotted to you the number of Rights Shares on the basis of two (2) Rights Shares for every one (1) existing Share held and registered in your name(s) as at the close of business on 27 May 2026. Your holding of Shares as at the close of business on 27 May 2026 is set out in Box A of Form A of the PAL and the number of Rights Shares provisionally allotted to you is set out in Box B of Form A of the PAL. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

## Rights Shares

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

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 their respective commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of HKSCC and HKSCC Operational Procedures in effect from time to time.

## DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS

The PAL shall only be sent to Qualifying Shareholders.

The Prospectus Documents have not been and will not be registered or filed under any applicable securities or equivalent legislation of any jurisdictions other than Hong Kong.

No action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus Documents, in any territory or jurisdiction outside Hong Kong. Accordingly, no person receiving a copy of any of the Prospectus Documents in any territory or jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements.

It is the responsibility of any person (including but without limitation to nominees, agents and trustees) receiving a copy of any of the Prospectus Documents outside Hong Kong and wishing to make an application for the Rights Shares under the Prospectus to satisfy himself/herself/itself before subscribing for provisionally allotted Rights Shares, as to the full observance of the laws and regulations of the relevant territory(ies) or jurisdiction(s), including the obtaining of any governmental or other consents and to pay any taxes, duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. Any acceptance in relation to the Rights Issue by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been or will be fully complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to the representations and warranties above. If you are in any doubt as to your position, you should consult your professional advisers. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws and regulations of any territory or jurisdiction.

## PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment in full, you must lodge the whole of the PAL intact and in accordance with the instructions printed thereon with the Registrar, Union Registrars Limited, at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C of Form A of the PAL, so as to be received by the Registrar no later than 4:00 p.m. on Thursday, 11 June 2026 (or, under bad weather conditions, such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather and/or Extreme Conditions on the Latest Time for Acceptance" below). All remittances must be made by cheque or banker's cashier order in Hong Kong dollars. Cheques must be drawn on an account with, and banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "**KELCA LIMITED**" and crossed "**ACCOUNT PAYEE ONLY**". Such payment will constitute acceptance of provisional allotment of Rights Shares on the terms of the PAL and the Prospectus and subject to the memorandum of association and articles of association of the Company. No receipt will be issued for sums received on application. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

It should be noted that unless the duly completed PAL, together with the appropriate remittance for the amount shown in Box C of Form A of the PAL, has been received as described above by no later than 4:00 p.m. on Thursday, 11 June 2026 (or, under bad weather conditions, such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather and/or Extreme Conditions on the Latest Time for Acceptance" below), the PAL and all rights and entitlements hereunder will be deemed to have been declined and the relevant Rights Shares will be cancelled. The Company may (at its sole discretion but without obligation) treat a PAL (lodged as mentioned above) as valid and binding on the person(s) by whom or on whose behalf it is lodged even if it is not completed in accordance with the relevant instructions. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

## TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand the PAL to the person(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the registration application form (Form C) and lodge the PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C of Form A of the PAL with the Registrar, Union Registrars Limited, at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong, so as to be received by the Registrar no later than 4:00 p.m. on Thursday, 11 June 2026 (or, under bad weather conditions, such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather and/or Extreme Conditions on the Latest Time for Acceptance" below). All remittances must be made by cheque or banker's cashier order in Hong Kong dollars. Cheques must be drawn on an account with, and banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "**KELCA LIMITED**" and crossed "**ACCOUNT PAYEE ONLY**". It should be noted that Hong Kong ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares and the acceptance by the transferee(s) of such rights.

## SPLITTING

If you wish to accept only part of your provisional allotment or to transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer all or part of your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by no later than 4:00 p.m. on Wednesday, 3 June 2026, with the Registrar, Union Registrars Limited, at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong, who will cancel the original PAL and issue new PAL(s) in the denominations as required, which will be available for collection at the Registrar at the aforementioned address after 9:00 a.m. on the second Business Day after the date of your surrender of the original PAL. It should be noted that Hong Kong ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares and the acceptance by the transferee(s) of such rights.

Pursuant to the Underwriting Agreement, the Underwriter shall be entitled by a notice in writing to the Company, served prior to 4:00 p.m. on Tuesday, 30 June 2026 (i.e. the Latest Time for Termination), to terminate the Underwriting Agreement if, prior to the Latest Time for Termination:

- (1) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
  - (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may materially and adversely affect the business or the financial or trading position or prospects of the Company as a whole or is materially adverse in the context of the Rights Issue; or
  - (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the Underwriting Agreement) of a political, military, financial, economic or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may materially and adversely affect the business or the financial or trading position or prospects of the Company as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or

- (2) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the reasonable opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (3) there is any change in the circumstances of the Company which in the reasonable opinion of the Underwriter will materially and adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or the destruction of any material asset of the Company; or
- (4) 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 which in the reasonable opinion of the Underwriter will materially and adversely affect the success of the Rights Issue and/or the prospects of the Company taken as a whole; or
- (5) any other material adverse change in relation to the business or the financial or trading position or prospects of the Company as a whole whether or not ejusdem generis with any of the foregoing; or
- (6) any matter which, had it arisen or been discovered immediately before the date of the Prospectus Documents and not having been disclosed in the Prospectus Documents, would have constituted, in the reasonable opinion of the Underwriter, an omission which is material in the context of the Rights Issue; or
- (7) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten consecutive Business Days, excluding any suspension in connection with the clearance of the Announcement or the Prospectus Documents or other announcements in connection with the Rights Issue.

**If prior to the Latest Time for Termination any such notice as is referred to above is given by the Underwriter, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine and the Rights Issue will not proceed.**

### **CONDITIONS OF THE RIGHTS ISSUE**

The Rights Issue is conditional upon the obligations of the Underwriter under the Underwriting Agreement becoming unconditional and that the Underwriting Agreement is not terminated in accordance with its terms. Please refer to the paragraphs headed "Letter from the Board – The Underwriting Agreement – Conditions of the Underwriting Agreement" and "Letter from the Board – The Underwriting Agreement – Conditions of the Rights Issue" in the Prospectus for details of the conditions of the Underwriting Agreement. In the event that the conditions of the Rights Issue (and the Underwriting Agreement) are not fulfilled at or before the Latest Time for Termination, the Rights Issue will not proceed.

### **EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE**

The Latest Time for Acceptance will not take place if there is a tropical cyclone warning signal no. 8 or above, Extreme Condition, or a "black" rainstorm warning signal: (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 date of the Latest Time for Acceptance. Instead, the Latest Time for Acceptance will be extended to 5:00 p.m. on the same Business Day; or (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the date of the Latest Time for Acceptance. Instead the Latest Time for Acceptance will be re-scheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force in Hong Kong at any time between 9:00 a.m. and 4:00 p.m.

If the latest time for acceptance and payment for the Rights Shares does not take place on or before 4:00 p.m. on the date of the Latest Time for Acceptance, the dates mentioned in the section headed "Expected Timetable" in the Prospectus may be affected. The Company will notify the Shareholders by way of announcement(s) on any changes to the expected timetable as soon as practicable in this regard.

### **FRACTIONAL ENTITLEMENTS**

The Company will not provisionally allot and will not accept application for any fractions of the Rights Shares. All fractions of the Rights Shares (if any) will be aggregated and rounded down to the nearest whole number and, if a premium (net of expenses) can be achieved, sold in the market by the Company for its own benefit.

### **WARNING OF THE RISK OF DEALING IN THE SHARES AND NIL-PAID RIGHTS SHARES**

**Shareholders and potential investors of the Company should note that the Rights Issue is conditional upon, among other things, the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with the terms thereof, and the Listing Committee granting the listing of, and permission to deal in, the Rights Shares in their nil-paid and fully-paid forms. Please refer to the paragraphs headed "Letter from the Board – The Underwriting Agreement – Conditions of the Underwriting Agreement" and "Letter from the Board – The Underwriting Agreement – Conditions of the Rights Issue" in the Prospectus for further details. Shareholders and potential investors of the Company should note that if the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed.**

Any dealing in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled, and any Shareholder dealing in the Rights Shares in nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating any dealing in the Shares and/or Rights Shares in their nil-paid form are recommended to consult their professional advisers.

The Shares have been dealt on an ex-rights basis from Monday, 18 May 2026. Dealings in the Rights Shares in nil-paid form are expected to take place from Monday, 1 June 2026 to Monday, 8 June 2026 (both days inclusive). Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or Rights Shares in their nil-paid form is advised to exercise caution when dealing in the Shares and/or the nil-paid Rights Shares.

Subject to the fulfillment of the conditions of the Rights Issue, the Rights Issue will proceed on a non-fully underwritten basis irrespective of the level of acceptances of the provisionally allotted Rights Shares. If there is an undersubscription of the Rights Issue, the size of the Rights Issue will be reduced accordingly.

#### **CHEQUES AND BANKER'S CASHIER ORDERS**

All cheques and banker's cashier orders will be presented for payment immediately upon receipt and all interests earned on such monies (if any) will be retained for the benefit of the Company. Completion and lodgement of this PAL together with a cheque or banker's cashier order in payment of the Rights Shares applied for will constitute a warranty that the cheque or banker's cashier order will be honoured upon first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any PAL in respect of which the cheque or banker's cashier order is dishonoured on first presentation, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application for the Rights Shares, underpaid application will be rejected.

#### **CERTIFICATES FOR THE RIGHTS SHARES AND REFUND CHEQUE**

Subject to fulfilment of the conditions of the Rights Issue, it is expected that certificates for the fully-paid Rights Shares will be despatched by ordinary post to you to your registered addresses at your own risk on Tuesday, 7 July 2026. One share certificate will be issued for all the Rights Shares allotted to you, except HKSCC Nominees Limited.

If the Rights Issue is terminated, refund cheques will be posted on Tuesday, 7 July 2026 by ordinary post to you, at your own risk to your registered address.

#### **GENERAL**

Lodgement of this PAL purporting to have been signed by the person(s) in whose favour it has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split PALs and/or certificates for the Rights Shares.

All documents, including cheques for the amounts due, will be sent by ordinary post to their registered address at the risk of the person(s) entitled thereto.

The terms and conditions relating to application for the Rights Shares as contained in the Prospectus shall apply. This PAL and any application for the Rights Shares pursuant to it shall be governed by, and construed in accordance with, the laws of Hong Kong.

Further copies of the Prospectus are available at the Registrar.

#### **PERSONAL DATA COLLECTION – PAL**

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of the Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "PDPO") provides the holders of securities with rights to ascertain whether the Company or the Registrar holds their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the PDPO, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its principal place of business in Hong Kong at Room 804, Intercontinental Plaza, No. 94 Granville Road, Tsim Sha Tsui, Kowloon, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company, or (as the case may be) to the Registrar, Union Registrars Limited, at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong, for the attention of the Privacy Compliance Officer.

By order of the Board  
**NIU Holdings Limited**  
**Mr. NG Chun Chung**  
*Company Secretary*

# NIU HOLDINGS LIMITED

(於開曼群島註冊成立之有限公司)

(股份代號：8619)

敬啟者：

## 緒言

茲提述 NIU Holdings Limited (「本公司」) 所刊發日期為 2026 年 5 月 28 日有關供股的章程 (「供股章程」)。根據隨附暫定配額通知書的供股章程所載條款，董事按 2026 年 5 月 27 日 (星期三) 營業時間結束時於閣下名下持有及登記之每兩 (2) 股現有股份獲發一 (1) 股供股股份之基準，已暫定向閣下配發有關數目的供股股份。閣下於 2026 年 5 月 27 日 (星期三) 營業時間結束時所持股份數目載於暫定配額通知書表格甲之甲欄，而暫定配發予閣下之供股股份數目則載於暫定配額通知書表格甲之乙欄。除文義另有指明者外，本暫定配額通知書所用詞彙與供股章程所界定之詞彙具有相同涵義。

## 供股股份

供股股份經配發、發行及繳足股款後，將在所有方面與配發供股股份當日之已發行股份享有同等權利。繳足股款供股股份之持有人將有權收取於配發及發行繳足股款供股股份日期或之後所宣派、作出或支付之一切未來股息及分派。

待未繳股款及繳足股款供股股份獲批准於聯交所上市及買賣以及符合香港結算之股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券以於中央結算系統寄存、結算及交收，由未繳股款及繳足股款供股股份各自於聯交所開始買賣之日期 (或香港結算釐定之有關其他日期) 起生效。聯交所參與者之間於任何交易日之交易須於其後第二個交易日在中央結算系統交收。於中央結算系統項下之一切活動須遵守不時生效之香港結算一般規則及香港結算運作程序規則。

## 派發本暫定配額通知書及其他供股章程文件

暫定配額通知書僅向合資格股東寄發。

供股章程文件並無及將不會根據香港以外任何司法權區之任何適用證券或相等法例登記或存檔。

本公司並無於香港以外任何地區或司法權區就准許提呈發售供股股份或派發供股章程文件採取任何行動。因此，於香港以外任何地區或司法權區接獲任何供股章程文件之任何人士不可將其視作申請認購供股股份之要約或邀請，除非於有關司法權區內可毋須遵守任何登記手續或其他法律或監管規定即可合法提出該要約或邀請則另作別論。

在香港以外地區接獲任何供股章程文件之任何人士 (包括但不限於代名人、代理及受託人) 如欲申請供股章程項下供股股份，於認購暫定配發供股股份前須自行全面遵守有關地區或司法權區之法律及法規，包括取得任何政府或其他同意，以及在該地區或司法權區支付就此所需支付之任何稅項、關稅及其他款項。任何人士對供股作出之任何接納，將被視為構成該名人士就已或將全面遵守該等當地法律及規定向本公司作出之聲明及保證。為免除疑慮，香港結算及香港中央結算 (代理人) 有限公司均不會作出上述聲明及保證，亦不受上述聲明及保證所規限。如閣下對本身情況有任何疑問，應諮詢閣下專業顧問之意見。倘本公司認為接納任何供股股份申請會違反任何地區或司法權區的適用證券法例或其他法例及規例，則本公司保留權利拒絕接納有關申請。

## 接納及付款手續

閣下如欲承購全數暫定配額，則須不遲於2026年6月11日(星期四)下午4時正(或在惡劣天氣情況下，下文「惡劣天氣及／或極端情況對最後接納時間的影響」一段所述之有關較後日期及／或時間)，按其列印之指示將整份暫定配額通知書連同暫定配額通知書表格甲之丙欄所載接納時應付之全數股款交回過戶登記處聯合證券登記有限公司，地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室。所有股款必須以支票或銀行本票以港元支付。支票須由香港持牌銀行戶口開出，銀行本票亦須由香港持牌銀行發出，並註明抬頭人為「**KELCA LIMITED**」及以「**只准入抬頭人賬戶**」方式劃線開出。有關付款將構成按暫定配額通知書及供股章程之條款，並於本公司之組織章程大綱及組織章程細則的規限下接納供股股份暫定配額。申請時收訖之股款將不會獲發收據。所有有關本暫定配額通知書之查詢均須向上述地址之過戶登記處提出。

務請注意，除非已填妥的暫定配額通知書連同暫定配額通知書表格甲之丙欄所示之適當股款已如上文所述不遲於2026年6月11日(星期四)下午4時正(或在惡劣天氣情況下，下文「惡劣天氣及／或極端情況對最後接納時間的影響」一段所述之有關較後日期及／或時間)收到，否則將被視作放棄暫定配額通知書及其項下一切有關權利及配額，而有關供股股份將會被註銷。本公司可(全權酌情決定但並無責任)視一份按上述規定交回之暫定配額通知書為有效，並對交回或由他人代其交回的人士具有約束力，即使該暫定配額通知書並未根據有關指示填妥。本公司可要求相關申請人於較後階段填寫該未填妥的暫定配額通知書。

## 轉讓

閣下如欲將全部據此暫定配發予閣下之供股股份認購權轉讓，須填妥及簽署轉讓及提名表格(表格乙)，並將暫定配額通知書交予認購權之承讓人或轉讓經手人。其後，承讓人須不遲於2026年6月11日(星期四)下午4時正(或在惡劣天氣情況下，下文「惡劣天氣及／或極端情況對最後接納時間的影響」一段所述之有關較後日期及／或時間)將登記申請表格(表格丙)填妥及簽署，然後將整份暫定配額通知書連同暫定配額通知書表格甲之丙欄所示接納時應付之全數股款交回過戶登記處聯合證券登記有限公司，地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室。所有股款必須以港元之支票或銀行本票支付。支票須由香港持牌銀行戶口開出，銀行本票亦須由香港持牌銀行發出，並註明抬頭人為「**KELCA LIMITED**」及以「**只准入抬頭人賬戶**」方式劃線開出。謹請注意，閣下轉讓有關供股股份之認購權予承讓人時，須繳付香港從價印花稅，而承讓人於接納有關權利時亦須繳付香港從價印花稅。

## 分拆

閣下如僅欲接納部分暫定配額或欲轉讓暫定配額通知書所述獲暫定配發以認購供股股份之部分權利，或將所有或部分權利轉讓予一名以上之人士，則須不遲於2026年6月3日(星期三)下午4時正將原有暫定配額通知書交回及呈交過戶登記處聯合證券登記有限公司(地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室)，以便過戶登記處註銷原有暫定配額通知書，並按所需數額發出新暫定配額通知書，新暫定配額通知書可於閣下交回原有暫定配額通知書之日期後第二個營業日上午9時正後在過戶登記處之上述地址領取。謹請注意，閣下轉讓有關供股股份之認購權時，須繳付香港從價印花稅，而承讓人於接納有關權利時亦須繳付香港從價印花稅。

根據包銷協議，倘於2026年6月30日(星期二)下午4時正(即最後終止時間)前出現以下情況，包銷商有權於最後終止時間前向本公司發出書面通知終止包銷協議：

- (1) 包銷商合理認為，供股的成功將因以下情況而受到重大不利影響：
  - (a) 頒佈任何新法律或法規，或現有法律或法規(或其司法詮釋)出現任何變動，或發生任何性質的其他事件，而可能對本公司的整體業務或財務或經營狀況或前景造成重大不利影響或對供股而言屬重大不利情況；或
  - (b) 發生任何地方、國家或國際事件或變動(不論是否構成於包銷協議日期之前及／或之後發生或持續的一連串事件或變動的一部分)，而有關事件或變動屬政治、軍事、金融、經濟或其他性質(不論是否與上述任何一項屬同一類別)，或具有任何地方、國家或國際敵對行為或武裝衝突爆發或升級的性質，或影響當地證券市場，而可能對本公司的整體業務或財務或經營狀況或前景造成重大不利影響，或對供股的成功進行造成重大不利影響或導致進行供股屬不宜或不智；或

- (2) 市況出現任何不利變動(包括但不限於財政或貨幣政策、外匯或貨幣市場的任何變動、證券買賣被暫停或受到重大限制)，而包銷商合理認為可能對供股的成功造成重大或不利影響，或於其他方面導致進行供股不宜或不智；或
- (3) 本公司情況出現任何變動，而包銷商合理認為其將會對本公司前景構成重大不利影響，包括但不限於提出呈請或通過決議案進行清盤或清算或銷毀本公司任何重大資產的上述一般性規定；或
- (4) 任何不可抗力事件，包括但不限於任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、罷工或停工，而包銷商合理認為該等事件將對供股的成功及／或本公司整體前景構成重大不利影響；或
- (5) 與本公司整體業務或財務或經營狀況或前景有關的任何其他重大不利變動，不論是否與任何上述者屬同一類別；或
- (6) 倘任何事項於緊接供股章程文件日期前發生或被發現，但並無於供股章程文件披露，而包銷商合理認為有關事項就供股而言構成重大遺漏；或
- (7) 全部證券或本公司證券於聯交所暫停買賣超過連續十個營業日，惟不包括與批准該公告或供股章程文件或有關供股的其他公告相關的暫停買賣。

倘包銷商於最後終止時間前發出上述任何有關通知，包銷商根據包銷協議的所有責任將停止及終止，而供股將不會進行。

## 供股的條件

供股須待包銷商根據包銷協議的責任成為無條件及包銷協議並無根據其條款終止後，方可作實。有關包銷協議的條件的詳情，請參閱供股章程「董事會函件－包銷協議－包銷協議的條件」及「董事會函件－包銷協議－供股的條件」各段。若供股(及包銷協議)的條件未能於最後終止時間或之前達成，則供股將不會進行。

## 惡劣天氣及／或極端情況對最後接納時間的影響

於以下情況下，最後接納時間將不會生效：倘八號或以上熱帶氣旋警告信號、極端情況或「黑色」暴雨警告信號：(i)於最後接納時間日期任何本地時間中午12時正前在香港生效，並於當日中午12時正後解除，則最後接納時間將順延至同一個營業日下午5時正；或(ii)於最後接納時間日期任何本地時間中午12時正至下午4時正期間在香港生效，則最後接納時間將更改為於上午9時正至下午4時正期間任何時間上述警告並無在香港生效之下一個營業日下午4時正。

倘接納供股股份及繳付股款之截止時間並無於最後接納時間日期下午4時正或之前生效，則供股章程「預期時間表」一節所述日期或會受到影響。倘預期時間表出現任何變動，本公司將就此於實際可行情況下儘快作出公告知會股東。

## 零碎配額

本公司將不會暫定配發任何零碎供股股份，亦不會接納任何零碎供股股份的認購申請。所有零碎供股股份(如有)將被彙集，並向下約整至最接近整數。倘可獲得溢價(扣除開支)，則由本公司為其本身利益於市場出售。

## 買賣股份及未繳股款供股股份之風險警告

股東及本公司潛在投資者務請注意，供股須待(其中包括)包銷協議已成為無條件且包銷商並無根據包銷協議的條款終止包銷協議，及上市委員會批准未繳股款及繳足股款供股股份上市及買賣後，方可作實。有關進一步詳情，請參閱供股章程「董事會函件－包銷協議－包銷協議的條件」及「董事會函件－包銷協議－供股的條件」各段。股東及本公司潛在投資者務須注意，倘供股的條件未獲達成，供股將不會進行。

於供股的所有條件獲達成之前買賣任何股份，以及買賣未繳股款供股股份的任何股東，將相應承擔供股可能無法成為無條件或可能無法進行的風險。任何擬買賣任何股份及／或未繳股款供股股份的股東或其他人士應諮詢其專業顧問的意見。

股份已於2026年5月18日(星期一)起按除權基準進行買賣。未繳股款供股股份預期將於2026年6月1日(星期一)至2026年6月8日(星期一)(包括首尾兩日)買賣。擬轉讓、出售或購買股份及／或未繳股款供股股份之任何股東或其他人士於買賣股份及／或未繳股款供股股份時務請審慎行事。

待供股的條件達成後，不論暫定配發供股股份的接納程度，供股均會以非全數包銷基準進行。倘供股認購不足，則供股的規模將會相應縮減。

## 支票及銀行本票

所有支票及銀行本票將會於收訖後隨即過戶，而該等款項所賺取之所有利息(如有)將撥歸本公司所有。填妥及交回本暫定配額通知書連同支付所申請認購之供股股份股款之支票或銀行本票將構成一項保證，即支票或銀行本票可於首次過戶時兌現。在不影響本公司與此有關的其他權利的情況下，本公司保留拒絕受理任何支票或銀行本票於首次過戶時未獲兌現的暫定配額通知書的權利，而在該情況下，該暫定配額及其項下的一切權利將被視作已遭拒絕及將予註銷。閣下申請認購供股股份時須繳付準確股款金額，以及未繳足股款申請將不獲受理。

## 供股股份之股票及退款支票

待供股的條件獲達成後，預期繳足股款之供股股份之股票將於2026年7月7日(星期二)以普通郵遞方式寄送至閣下之登記地址，郵誤風險概由閣下自行承擔。本公司將就閣下獲配發之全部供股股份發出一張股票(不包括香港中央結算(代理人)有限公司)。

倘供股被終止，則退款支票將於2026年7月7日(星期二)以普通郵遞方式寄送至閣下的登記地址，郵誤風險概由閣下自行承擔。

## 一般事項

交回宣稱已由獲發本暫定配額通知書之人士簽署之本暫定配額通知書，即為交回上述文件之人士有權處理本暫定配額通知書，並有權收取分拆暫定配額通知書及／或供股股份之股票之最終憑證。

所有文件(包括應付款項之支票)將以普通郵遞方式寄送至收件人登記地址，郵誤風險概由彼等自行承擔。

供股章程所載有關申請供股股份之條款及條件將適用。本暫定配額通知書及任何據此作出之供股股份申請均受香港法例規管，並按其詮釋。

閣下如需要額外之供股章程，可於過戶登記處索取。

## 個人資料收集－暫定配額通知書

填妥、簽署及交回本暫定配額通知書隨附之表格，即表示閣下同意向本公司、過戶登記處及／或彼等各自之顧問及代理披露個人資料及彼等所需而有關閣下或閣下為其利益而接納供股股份之暫定配額之人士之任何資料。《個人資料(私隱)條例》(香港法例第486章)(「《個人資料(私隱)條例》」)給予證券持有人權利，可確定本公司或過戶登記處是否持有其個人資料、索取有關資料之文本以及更正任何不準確之資料。根據《個人資料(私隱)條例》，本公司及過戶登記處有權就處理任何查閱資料之要求收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往本公司之香港主要營業地點，地址為香港九龍尖沙咀加連威老道94號明輝中心804室或根據適用法律不時通知之地點並以本公司之公司秘書為收件人，或(視情況而定)過戶登記處聯合證券登記有限公司(地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室)並以私隱條例事務主任為收件人。

此 致

列位合資格股東 台照

承董事會命  
NIU Holdings Limited  
公司秘書  
吳振中先生

2026年5月28日