

To be valid, the whole of this PAL must be returned.

本暫定配額通知書必須整份交還，方為有效。

IMPORTANT

重要提示

Reference is made to the prospectus (the “**Prospectus**”) issued by MMG Limited (the “**Company**”) dated 20 June 2024 in relation to the Rights Issue. Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

茲提述五礦資源有限公司(「本公司」)就供股所刊發日期為二零二四年六月二十日之章程(「供股章程」)。除文義另有所指外，供股章程所界定詞彙與本通知書所採用者具有相同涵義。

THIS PROVISIONAL ALLOTMENT LETTER (“THIS PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (THE “EAF”) EXPIRES AT 4:00 P.M. ON FRIDAY, 5 JULY 2024 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” BELOW).

本暫定配額通知書(「本暫定配額通知書」)乃有價值及可轉讓，並須 閣下即時處理。本暫定配額通知書及隨附的額外申請表格(「額外申請表格」)所載要約將於二零二四年七月五日(星期五)下午四時正(或下文「惡劣天氣之影響」一段所述之較後日期及／或時間)截止。

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

閣下如對本暫定配額通知書的任何方面或應採取之行動有任何疑問，或 閣下如已出售本公司之全部或部分股份，應諮詢 閣下的股票經紀或其他註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。

A copy of the Prospectus, together with copies of this PAL, the EAF and copies of the documents specified in the paragraph headed “17. DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES” in Appendix IV of the Prospectus, have been registered by the Registrar of Companies in Hong Kong as required by Section 38D of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, HKEX and the SFC take no responsibility as to the contents of any of the documents referred to above.

供股章程連同本暫定配額通知書、額外申請表格及供股章程附錄四「17. 送呈公司註冊處處長之文件」一段所述之文件，已遵照《公司(清盤及雜項條文)條例》(香港法例第32章)第38D條之規定送呈香港公司註冊處處長登記。香港公司註冊處處長、香港聯交所及證監會對任何上述文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, HKEX and HKSCC take no responsibility for the contents of this PAL, 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 PAL.

香港交易及結算所有限公司、香港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聲明，並明確表示，概不就本暫定配額通知書全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

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

股份及供股股份以未繳股款及繳足股款形式之買賣可透過香港結算營運之中央結算系統進行交收，有關該等交收安排之詳情以及該等安排對 閣下之權利及權益可能造成之影響，敬請諮詢 閣下之股票經紀或其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。



MMG LIMITED

五礦資源有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 1208)

(股份代號: 1208)

**RIGHTS ISSUE OF MMG LIMITED
OF 3,465,432,486 RIGHTS SHARES
AT THE SUBSCRIPTION PRICE OF HK\$2.62 EACH
ON THE BASIS OF 2 RIGHTS SHARES**

FOR EVERY 5 EXISTING SHARES HELD ON THE RECORD DATE

五礦資源有限公司

按於記錄日期每持有五股

現有股份獲發兩股供股股份之基準

以認購價每股2.62 港元發行3,465,432,486股供股股份

PAYABLE IN FULL ON ACCEPTANCE NOT LATER THAN 4:00 P.M.

ON FRIDAY, 5 JULY 2024

股款須於二零二四年七月五日(星期五)下午四時正前於接納時全數繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

Registered Office:

Unit 1208, 12/F
China Minmetals Tower
79 Chatham Road South
Tsimshatsui
Kowloon
Hong Kong

Share Registrar:

Computershare Hong Kong
Investor Services Limited
Shops 1712-1716
17th Floor, Hopewell Centre
183 Queen's Road East, Wanchai,
Hong Kong

股份過戶登記處:

香港中央證券登記有限公司
香港
灣仔皇后大道東183號
合和中心17樓
1712-1716 號舖

註冊辦事處:

香港
九龍
尖沙咀
漆咸道南79號
中國五礦大廈
12樓1208室

20 June 2024

二零二四年六月二十日

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

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

Number of Share(s) registered in your name(s) on Wednesday, 19 June 2024
於二零二四年六月十九日(星期三)登記於閣下名下的股份數目

BOX A
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance not later than 4:00 p.m. on Friday, 5 July 2024
暫定配發予閣下的供股股份數目, 股款須於二零二四年七月五日(星期五)下午四時正前於接納時繳足

BOX B
乙欄

Total subscription monies payable 應繳認購股款總額

BOX C
丙欄

HK\$
港元

Note: All remittances must be made in Hong Kong dollars by cheques which must be drawn on an account with, or by cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to "MMG LIMITED - RIGHTS ISSUE ACCOUNT" and crossed "Account Payee Only". All cheques and cashier's orders will be presented for payment immediately following receipt.
附註: 所有股款須以港元繳付, 並須以香港持牌銀行賬戶開出之支票或發出之銀行本票支付。所有該等支票或銀行本票須註明抬頭人為「MMG LIMITED - RIGHTS ISSUE ACCOUNT」, 並須以「只准入抬頭人賬戶」劃線方式開出。所有支票及銀行本票將於收訖後隨即過戶。

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

Cheque/cashier's order
number:
支票/銀行本票號碼: _____

Please insert your contact
telephone no.:

請填上閣下聯絡電話號碼: _____

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 A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓可認購供股股份的認購權，每項買賣均須繳付香港從價印花稅。除以出售形式外，饋贈或轉讓實益權益亦須繳付從價印花稅。在登記轉讓本文件代表之供股股份配額之前，須出示已繳付從價印花稅的證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION (FOR SHAREHOLDERS ONLY)

轉讓及提名表格（僅供股東之用）

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its right(s) to subscribe for the Rights Share(s) comprised herein)

(僅供有意悉數轉讓其認購本暫定配額通知書所列供股股份權利之合資格股東填寫及簽署)

To: The Directors
MMG Limited
致：五礦資源有限公司
列位董事 台照

Dear Sirs,
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／吾等謹將本暫定配額通知書所列本人／吾等的供股股份的認購權悉數轉讓予接受此權利並簽署下列登記申請表格(表格丙)的人士

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) (all joint Shareholders must sign)
簽署(所有聯名股東均須簽署)

Date: _____, 2024 日期：二零二四年 _____ 月 _____ 日

Hong Kong 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.

填妥此表格後，轉讓人及承讓人須就轉讓認購供股股份的權利繳付香港印花稅。

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 right(s) to subscribe for the Rights Share(s) have been transferred)

(僅供承讓供股股份認購權的人士填寫及簽署)

To: The Directors
MMG Limited (the "Company")
致：五礦資源有限公司(「貴公司」)
列位董事 台照

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

敬啟者：
本人／吾等謹請閣下將表格甲內乙欄所列的供股股份數目，登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及供股章程所載條款，以及在貴公司的組織章程細則規限下，接納此等供股股份。

Existing Shareholder(s)
please mark "X" in this box
現有股東請在本欄內填上「X」號

To be completed in block letters in **ENGLISH**. Joint applicants should give one address only. For Chinese applicant, please provide your name in both English and Chinese.
請用英文正楷填寫。聯名申請人只須填報一個地址。華裔申請人須填寫中英文姓名。

| | | | | |
|---|-------------------|---------------------|-------------------------|---------------|
| Name in English 英文姓名 | Family name 姓氏 | Other name(s) 名字 | Name in Chinese 中文姓名 | |
| Name continuation and/or full name(s) of joint applicant(s) (if applicable) 姓名(續)及/或聯名申請人全名(如適用) | | | | |
| Address in English 英文地址 | | | | |
| (Joint applicants should give one address only) (聯名申請人只須填報一個地址) | | | | |
| Occupation 職業 | | | Tel. no. 電話號碼 | |
| Dividend Instructions 派息指示 | | | | |
| Name and address of bank 銀行名稱及地址 | | | Bank Account no. 銀行賬戶號碼 | |
| | | | BANK 銀行 | ACCOUNT 賬戶 |
| | | | BRANCH 分行 | |

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) (all joint applicants must sign)
簽署(所有聯名申請人均須簽署)

Date: _____, 2024 日期：二零二四年 _____ 月 _____ 日

Hong Kong 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.

填妥此表格後，轉讓人及承讓人須就轉讓認購供股股份的權利繳付香港印花稅。

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 HKEX, as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on HKEX, respectively, or such other date as determined by HKSCC. Settlement of transactions between the participants of HKEX 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.

倘未繳股款及繳足股款供股股份獲准於香港聯交所上市及買賣，並符合香港結算之證券收納規定，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，自未繳股款及繳足股款供股股份各自於香港聯交所之各開始買賣日期或於香港結算訂定之其他日期起，可於中央結算系統內寄存、結算及交收。香港聯交所參與者之間於任何交易日的交易必須於其後第二個交易日於中央結算系統交收。於中央結算系統進行之所有活動均須依據不時有效之《中央結算系統一般規則》及《中央結算系統運作程序規則》進行。

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

股份之買賣可通過中央結算系統結算。閣下應諮詢閣下之股票經紀、其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以了解結算安排詳情以及有關安排可能如何影響閣下之權利及權益。

THIS PAL IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES OR ANY OTHER JURISDICTION WHERE SUCH RELEASE OR DISTRIBUTION IS UNLAWFUL.

本暫定配額通知書不可直接或間接在或向美國或發佈或派發本暫定配額通知書屬違法的任何其他司法權區刊發、發放或派發，

THE PROSPECTUS DOCUMENTS WILL NOT BE REGISTERED OR FILED UNDER ANY APPLICABLE SECURITIES OR EQUIVALENT LEGISLATION OF ANY JURISDICTION OTHER THAN (I) HONG KONG, AND (II) THE PRC IN ACCORDANCE WITH THE CSRC NOTICE, WITH THE APPROVAL FROM HKEX FOR THE LISTING OF THE RIGHTS SHARES (IN NIL-PAID AND FULLY-PAID FORMS) HAVING BEEN OBTAINED. 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 OF HONG KONG.

除 (i) 香港及 (ii) 中國 (根據中國證監會通告) 外，在得到香港聯交所批准未繳股款及繳足股款供股股份上市的情況下，供股章程文件不擬根據任何司法權區的適用證券法例登記或備案。概無採取任何行動以允許於香港境外任何地區或司法權區提呈發售供股股份或派發供股章程文件。

DISTRIBUTION OF THE PROSPECTUS DOCUMENTS INTO JURISDICTIONS OTHER THAN HONG KONG MAY BE RESTRICTED BY LAW. PERSONS INTO WHOSE POSSESSION THE PROSPECTUS DOCUMENTS COME SHOULD INFORM THEMSELVES OF AND OBSERVE ANY SUCH RESTRICTIONS. THE PROSPECTUS DOCUMENTS ARE NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES (AS DEFINED IN THE PROSPECTUS) OR ANY OTHER JURISDICTION IN WHICH SUCH RELEASE, PUBLICATION OR DISTRIBUTION IS UNLAWFUL. THE PROSPECTUS DOCUMENTS ARE FOR INFORMATION PURPOSES ONLY AND DO NOT CONSTITUTE OR FORM PART OF AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS UNLAWFUL. THE PROSPECTUS DOCUMENTS, THE NIL PAID RIGHTS AND THE RIGHTS SHARES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OR THE LAWS OF ANY STATE IN THE UNITED STATES, AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES, ABSENT REGISTRATION OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND APPLICABLE STATE LAWS. THE SECURITIES DESCRIBED HEREIN ARE BEING OFFERED AND SOLD SOLELY OUTSIDE THE UNITED STATES IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S (AS DEFINED IN THE PROSPECTUS). THERE IS NO INTENTION TO CONDUCT A PUBLIC OFFERING OF SECURITIES IN THE UNITED STATES.

向香港以外司法權區派發供股章程文件或會受法律限制。獲得供股章程文件之人士須自行了解並且遵守任何該等限制。供股章程文件不得直接或間接於或向美國(定義見供股章程)或發佈、刊發或派發供股章程文件屬違法的任何其他司法權區發佈、刊發或派發。供股章程文件僅供參考，並不構成或組成在有關要約或招攬屬違法的任何其他司法權區出售任何證券的要約或招攬購買任何證券的要約的一部分。供股章程文件、未繳款供股權及供股股份並無根據美國證券法或美國任何州之證券法登記，亦不會於未作登記或未獲豁免遵守美國證券法及適用州分法例之登記規定之情況下於美國境內提呈發售或出售。本暫定配額通知書所述證券僅根據S規例(定義見供股章程)在美國境外以離岸交易方式提呈發售及出售。證券無意於美國進行公開發售。

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED, AT SHOPS 1712-1716, 17TH FLOOR, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, WANCHAI, HONG KONG, TOGETHER WITH A REMITTANCE FOR THE FULL AMOUNT PAYABLE ON ACCEPTANCE SHOWN IN BOX C OF FORM A SO AS TO BE RECEIVED BY THE REGISTRAR NOT LATER THAN 4:00 P.M. ON FRIDAY, 5 JULY 2024 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" BELOW). ALL REMITTANCES MUST BE MADE BY CHEQUE OR CASHIER'S ORDER IN HONG KONG DOLLARS. CHEQUES MUST BE DRAWN ON A BANK ACCOUNT WITH, AND CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "MMG LIMITED — RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT IN AN ENCLOSED SEPARATE SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCES.

閣下如欲悉數接納供股股份的暫定配額，須將本暫定配額通知書整份連同表格甲內丙欄所示須於接納時繳付並由股份過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)收取的全數股款，於二零二四年七月五日(星期五)下午四時正(或下文「惡劣天氣之影響」一段所述之較後日期及／或時間)前交回上述股份過戶登記處。所有股款須以港元支票或銀行本票繳付，支票須以香港持牌銀行戶口開出，而銀行本票須由香港持牌銀行發出，並在註明抬頭人為「**MMG LIMITED - RIGHTS ISSUE ACCOUNT**」，以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆之說明載於隨附文件另頁。本公司將不另發股款收據。

The Rights Issue is conditional upon (i) the Underwriting Agreement becoming unconditional upon the fulfilment of the conditions as set out in “Letter from the Board — Rights Issue — Conditions of the Rights Issue” of the Prospectus and not being terminated in accordance with its terms; and (ii) there not having occurred any event which would prevent the Rights Issue from becoming unconditional. If the Rights Issue does not become unconditional, the Rights Issue will not proceed and the Company will make an announcement at the relevant time.

供股須待：(i) 包銷協議於達成供股章程的「董事會函件－供股－供股之條件」所載的條件後成為無條件，並且未有根據其條款終止；及(ii)並無發生任何阻礙供股成為無條件的事件，方告作實。倘若並無成為無條件，則供股將不予進行，本公司將於相關時間作出公佈。

The Joint Underwriters have the right under the Underwriting Agreement to rescind or terminate the Underwriting Agreement by notice to the Company at any time prior to 4:00 p.m. on the Latest Time for Termination, in certain circumstances set out in the Underwriting Agreement. Details of the circumstances in which the Joint Underwriters have the right to terminate the Underwriting Agreement are set out below in this PAL in the section headed “Termination of the Underwriting Agreement”.

根據包銷協議，聯席包銷商有權在包銷協議內所載若干情況下，於最後終止時間下午四時正前隨時向本公司發出通知撤銷或終止包銷協議。聯席包銷商有權終止包銷協議之有關情況詳情，載於本暫定配額通知書下文「終止包銷協議」一節。

If prior to the Latest Time for Termination, the Joint Underwriters terminate the Underwriting Agreement, the Rights Issue will not proceed.

倘聯席包銷商於最後終止時間前終止包銷協議，則供股將不會進行。

Shareholders should note that the existing Shares have been dealt in on an ex-rights basis on HKEX from Tuesday, 11 June 2024. The Nil Paid Rights will be dealt in from Monday, 24 June 2024 to Tuesday, 2 July 2024 (both days inclusive).

股東須注意現有股份自二零二四年六月十一日(星期二)起於香港聯交所按除權基準買賣。未繳款供股權將自二零二四年六月二十四日(星期一)至二零二四年七月二日(星期二)止期間(包括首尾兩日)買賣。

Any dealings in the Shares from the date of the Prospectus up to the date on which all the conditions of the Rights Issue are fulfilled, which is currently expected to be 4:00 p.m. on Thursday, 11 July 2024, and any dealings in the Nil Paid Rights between Monday, 24 June 2024 to Tuesday, 2 July 2024 (both days inclusive) are accordingly subject to the risk that the Rights Issue may not become unconditional or may not proceed. Shareholders and potential investors should therefore exercise caution when dealing in the Shares or Nil Paid Rights, and if they are in any doubt about their position, they are recommended to consult their professional advisers.

於供股章程日期起至供股之全部條件達成當日(現時預期為二零二四年七月十一日(星期四)下午四時正)止期間內買賣股份，及於二零二四年六月二十四日(星期一)至二零二四年七月二日(星期二)(包括首尾兩日)止期間內買賣未繳款供股權，須承受供股可能不會成為無條件或可能不會進行之風險。因此，股東及有意投資者於買賣股份或未繳款供股權時，務請審慎行事，如彼等對其本身的情況有任何疑問，務請諮詢其專業顧問。

Each person accepting the provisional allotment specified in this document: (i) confirms that he/she/it has read the terms and conditions and acceptance procedures set out in an enclosed sheet and in the Prospectus and agrees to be bound by them; and (ii) agrees that this PAL, and the resulting contract, will be governed by and construed in accordance with Hong Kong law.

接納本文件所述暫定配額的各人士：(i) 確認其已閱讀隨附的表格及供股章程所載條款及條件以及接納手續，並同意受其約束；及(ii) 同意本暫定配額通知書及所產生合約將受香港法例規管及詮釋。



MMG LIMITED

五礦資源有限公司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 1208)

Dear Qualifying Shareholder(s),

20 June 2024

INTRODUCTION

In accordance with the terms and conditions of this PAL and those set out in the Prospectus and subject to the articles of association of the Company, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated in Form A of this PAL on the basis of 2 Rights Shares for every 5 existing Shares in the Company registered in your name in the register of members of the Company on Wednesday, 19 June 2024. Your holding of existing Shares as at that date is set out in Box A of Form A of this PAL and the number of Rights Shares provisionally allotted to you is set out in Box B of Form A of this PAL. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

You have the right to acquire the Rights Shares provisionally allotted to you at a price of HK\$2.62 per Rights Share payable in full on acceptance, in the manner set out below, by not later than 4:00 p.m. on Friday, 5 July 2024 (or such later date and/or time as mentioned in the paragraph headed “Effect of Bad Weather” below).

You may, subject to the section headed “Qualifying Shareholders” below, accept all or any number of the Rights Shares provisionally allotted to you hereunder or dispose of your right to all or any of them. If you wish to accept only part of your provisional allotment and to transfer the remainder or to transfer your provisional allotment to more than one person, you should refer to the instructions in the section headed “Splitting” below. If you wish to transfer all of your provisional allotment you should refer to the instructions in the section headed “Transfer” below.

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated. If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed.

RIGHTS SHARES

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

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 HKEX, as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in 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 dealings in the Rights Shares in their nil-paid and fully-paid forms on HKEX, respectively, or such other date as determined by HKSCC. Settlement of transactions between the participants of HKEX 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.

PROCEDURE FOR ACCEPTANCE

Any person (including, without limitation, agents, custodians, nominees and trustees) outside Hong Kong wishing to take up his/her/its rights under the Rights Issue must satisfy himself/herself/itself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories.

Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full, must lodge the whole of this PAL intact with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance for the full amount payable on acceptance, as shown in Box C of Form A of this PAL, so as to be received by not later than 4:00 p.m. on Friday, 5 July 2024, or such later time and/or date as may be agreed between the Company and the Joint Underwriters in writing. All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier's orders issued by, a licensed bank in Hong Kong and made payable to "**MMG LIMITED — RIGHTS ISSUE ACCOUNT**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment on the terms of this PAL and the Prospectus and subject to the articles of association of the Company. No receipt will be given for such remittances. If you have questions in relation to this PAL, please telephone the Shareholder hotline on (852) 2862 8555 during business hours from 9:00 a.m. to 6:00 p.m., Monday to Friday (other than Hong Kong public holidays).

It should be noted that, unless a PAL, duly completed, together with the appropriate remittance shown in Box C of Form A of this PAL, has been received as described above by 4:00 p.m. on Friday, 5 July 2024 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather" below), whether from the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. The Company may (at its discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

SPLITTING

If you wish to accept only part of your provisional allotment, or renounce or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, or to renounce or transfer all or part of your rights to more than one person (not as joint holders), the original PAL must be surrendered and lodged for cancellation with a covering letter stating clearly the number of split PALs required and the number of Nil Paid Rights to be comprised in each split PAL (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B of Form A of this PAL), by no later than 4:30 p.m. on Wednesday, 26 June 2024 with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required which will be available for collection at the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, after 9:00 a.m. on the second Business Day after the surrender of the original PAL.

TRANSFER

If you wish to renounce or transfer all of your provisional allotment to another person or persons as joint holders you should complete and sign the “Form of Transfer and Nomination” (Form B) in this PAL and hand the completed and signed PAL to the person to or through whom you are transferring your provisional allotment. The transferee must then complete and sign the “Registration Application Form” (Form C) in this PAL and lodge this PAL intact together with a remittance for the full amount payable on acceptance with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong, to effect the transfer by no later than 4:00 p.m. on Friday, 5 July 2024 (or such later date and/or time as mentioned in the paragraph headed “Effect of Bad Weather” below).

It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights. The Company may (at its sole discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

The Company may (at its sole discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions. The Company reserves the right to refuse to register any transfer in favour of any person in respect of which the Company believes such transfer may violate applicable legal or regulatory requirements.

EFFECT OF BAD WEATHER

The Latest Time for Acceptance will not take place at 4:00 p.m. on Friday, 5 July 2024 if there is a tropical cyclone warning signal number 8 or above, or a “black” rainstorm warning and/or extreme conditions:

- (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on Friday, 5 July 2024. Instead, the latest time for acceptance of, and payment for, the Rights Shares and for application for and payment for excess Rights Shares will be extended to 5:00 p.m. on the same Business Day; or
- (ii) in force in Hong Kong between 12:00 noon and 4:00 p.m. on Friday, 5 July 2024. Instead, the latest time of acceptance of, and payment for, the Rights Shares and for application for and payment for excess 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 does not take place on Friday, 5 July 2024, the dates mentioned in this PAL 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.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the the Joint Underwriters may by notice in writing to the Company, served prior to the Latest Time for Termination, rescind or terminate the Underwriting Agreement if at any time prior to the Latest Time for Termination, any of the following occurs:

- (a) any matter or circumstance arises as a result of which any of the conditions set out in the section headed "Conditions of the Underwriting Agreement" in the Prospectus has become incapable of satisfaction as at the required time;
- (b) the fact that any of the representations, warranties or undertakings contained in the Underwriting Agreement is untrue, inaccurate or misleading or has been breached in any respect comes to the knowledge of the Joint Underwriters, or there has been a breach on the part of the Company of any other provision of the Underwriting Agreement or a breach on the part of the Committed Shareholder of the Committed Shareholder Irrevocable Undertaking, or the Joint Underwriters have cause to believe that any such breach has occurred;
- (c) any event occurs or matter arises or is discovered, which, if it had occurred before the date of the Underwriting Agreement or before any of the dates or before any time on which the representations, warranties and undertakings are deemed to be given under the Underwriting Agreement would have rendered or be expected to render any of those representations or warranties untrue, inaccurate, incomplete or misleading in any respect, or would have given rise to or be expected to give rise to any of those undertakings being breached;
- (d) any statement contained in the Announcement and/or a Prospectus Document and/or the Investor Presentation has become or been discovered to be untrue, incorrect, incomplete or misleading in any material respect, or matters have arisen or have been discovered which would, if the Announcement, a Prospectus Document and/or the Investor Presentation was to be issued at the time, constitute a material omission therefrom;
- (e) the Company: (A) withdraws the Prospectus (and/or documents issued or used in connection with the Rights Issue) or the Rights Issue; or (B) is required to produce a supplementary prospectus (unless the Company has obtained consent of the Joint Underwriters to such supplementary prospectus); or (C) is required to include in the final Prospectus to be despatched on the date of the Prospectus information which is not included in the draft Prospectus as at the date of the Underwriting Agreement and which is or may be materially adverse to the Company or the Rights Issue, as a result of either a significant change affecting any matter contained in such draft Prospectus or a significant new matter that has arisen (unless the Company has obtained consent of the Joint Underwriters to the inclusion of such information);
- (f) the Company's application to the Main Board of HKEX for permission for the listing of the Rights Shares (nil paid and fully paid) and permission to deal in the Rights Shares (nil paid and fully paid) on HKEX is withdrawn by the Company and/or rejected by HKEX;
- (g) any condition to enable the Nil Paid Rights to be admitted as eligible securities for deposit, clearance and settlement in CCASS is not satisfied or notification is received by the Company from HKSCC that such admission or facility for holding and settlement has been or is to be refused;

- (h) any expert, who has given advice which is contained in the Prospectus, has withdrawn its respective consent to the issue of the Prospectus with the inclusion of its reports, letters, opinions, advices or references to its name included in the form and context in which it respectively appears prior to the issue of the Prospectus;
- (i) any event, act or omission occurs which gives or is likely to give rise to any liability of the Company pursuant to the indemnities referred to in the Underwriting Agreement; or
- (j) there has occurred, happened, come into effect or become public knowledge any event, series of events or circumstances concerning or relating to (whether or not foreseeable):
 - (A) any adverse change or prospective adverse change in the condition, results of operations, management, business, stockholders' equity, the financial or trading position and/or prospects of any member of the Group, but excluding any unscheduled or unanticipated suspension of mining operations at, or the transport of copper concentrate from, the Company's mining project situated at Las Bambas, Peru as a result of protests or blockages or the consequences of any such suspension unless such suspension results in: (x) the cancellation of, or the declaration of force majeure in respect of, at least three scheduled shipments (after the date of the Underwriting Agreement) of copper concentrate by the Company from Matarani Port; or (y) the amount of copper concentrate produced or transported by trucking from the Las Bambas mining project being, or being reasonably expected to be, less than 45,000 wet metric tonnes in any calendar month during the three calendar months following the date of the Underwriting Agreement;
 - (B) any change (whether or not permanent) in local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in or affecting the PRC, Hong Kong, Australia, Peru, the Democratic Republic of Congo, the Republic of Botswana, the United Kingdom, Europe, the United States or Japan;
 - (C) any event of force majeure including, without limitation, economic sanctions, strike or lock-out (whether or not covered by insurance), civil protest, riot, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, outbreak of infectious disease, declaration of a state of emergency or calamity or crisis, in or affecting the PRC, Hong Kong, Australia, Peru, the Democratic Republic of Congo, the Republic of Botswana, the United Kingdom, Europe, the United States or Japan;
 - (D) the declaration of a banking moratorium by the PRC, Hong Kong, Australia, Peru, the Democratic Republic of Congo, the Republic of Botswana, the United Kingdom, Europe, the United States or Japan authorities occurring due to exceptional financial circumstances or otherwise;
 - (E) any moratorium, suspension or restriction on trading in shares or securities generally, or the establishment of minimum prices, on HKEX (or other stock exchanges such as in the PRC, the United Kingdom, Europe, the United States or Japan), or any major disruption of any securities settlement or clearing services in Hong Kong, Australia, PRC, the United Kingdom, Europe, the United States or Japan;

- (F) any suspension or any material limitation in trading in the Company's securities on HKEX (other than pending publication of announcing the Rights Issue or any other announcement relating to the Rights Issue or where such suspension is temporary or routine in nature for not more than two trading days);
- (G) any new law or regulation or any change, or any development involving a prospective change, in existing laws or regulations in Hong Kong or any other place in which any member of the Group conducts or carries on business;
- (H) a change or development occurs involving a prospective change in taxation in Hong Kong, the PRC, Australia, Peru, the Democratic Republic of Congo, the Republic of Botswana, the United Kingdom, Europe, the United States, Japan or any other jurisdiction(s) to which any member of the Group is subject or the implementation of any exchange controls;
- (I) any litigation or claim of material impact to the business, financial or operations of the Group being threatened or instituted against any member of the Group;
- (J) the imposition of economic sanctions, in whatever form, directly or indirectly, in Hong Kong, the PRC, Australia, Peru, the Democratic Republic of Congo, the Republic of Botswana, the United Kingdom, Europe, the United States, Japan or any other jurisdiction(s) relevant to the Group;
- (K) any governmental or regulatory commission, body, authority or agency, or any stock exchange, self-regulatory organisation or other non-government regulatory authority or any court, tribunal or arbitrator, whether national, central, federal, provincial, state, regional, municipal, in any relevant jurisdiction commencing any investigation, or formally announcing to investigate or take other legal actions, against the Group or any of the Directors in respect of any matter related to the Group's business, which investigation has or would have material adverse effect on the traded price of the Shares or the Group (taken as a whole); or
- (L) order or petition for the winding up of any members of the Group or any composition or arrangement made by any members of the Group with its creditors or a scheme of arrangement entered into by any members of the Group or any resolution for the winding up of any members of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any members of the Group or anything analogous thereto occurring in respect of any members of the Group;

the effect of which events or circumstances referred to in paragraph (j) above, individually or in the aggregate (in the reasonable opinion of the Joint Underwriters): (i) is, or would be, or is likely to be, materially adverse to, or materially prejudicially affects, or would materially prejudicially affect, the results of operation, general affairs, management, business, properties, financial, trading or other condition or prospects of the Group as a whole, (ii) has or will have or is likely to have a material adverse impact on, or prejudicially affects or would prejudicially affect, the success of the Rights Issue or dealings in the Rights Shares in the secondary market, or (iii) makes or may make it impracticable, to proceed with the Rights Issue on the terms and in the manner contemplated in the Announcement and the Prospectus Documents, or (iv) will make or is likely to make the Underwriting Agreement incapable of performance in accordance with its terms or prevent the processing of applications and/or payments pursuant to the Rights Issue or pursuant to the underwriting thereof.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Without prejudice to the other rights of the Company in respect thereof, any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. Completion and return of a PAL together with cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

Subject to the fulfilment of the conditions of the Rights Issue as set out in the section headed "Letter from the Board – Conditions of the Rights Issue and the Underwriting Agreement" in the Prospectus, share certificates for all fully-paid Rights Shares are expected to be posted on or before Monday, 15 July 2024 to those Qualifying Shareholders who have accepted and (where applicable) applied for, and paid for, the Rights Shares by ordinary post at their own risk.

If the Rights Issue does not proceed, the monies received in respect of the relevant provisional allotments will be refunded to the Qualifying Shareholders or such other persons to whom the Nil Paid Rights have been validly transferred or, in the case of joint acceptances, to the first-named person, without interest and by means of cheques despatched by ordinary post at the risk of such Qualifying Shareholders or such other persons to their registered addresses by the Registrar on or before Monday, 15 July 2024.

Refund cheques in respect of wholly or partially unsuccessful applications for Rights Shares and excess Rights Shares (if any) are expected to be despatched by ordinary post on or before Monday, 15 July 2024 to the applicants at their own risk.

EXCESS RIGHTS SHARES

The Qualifying Shareholders (excluding PRC Stock Connect Investors) may apply, by way of excess application, for any unsold entitlements of the Non-Qualifying Shareholders (if any), any unsold Rights Shares created by aggregating fractions of the Rights Shares, and any Rights Shares provisionally allotted but not validly accepted by Qualifying Shareholders or otherwise subscribed for by renounees or transferees of Nil Paid Rights.

Application for excess Rights Shares may be made by completing an EAF and lodging it with a separate remittance for the excess Rights Shares being applied for with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong no later than 4:00 p.m. on Friday, 5 July 2024 or such later time and/or date as may be agreed between the Company and the Joint Underwriters in writing. All remittances must be made in Hong Kong dollars and must be made by cheques drawn on or cashier's orders issued by a licensed bank account in Hong Kong and made payable to "**MMG LIMITED — EXCESS APPLICATION ACCOUNT**" and crossed "**Account Payee Only**".

Subject to the requirements of Rule 7.21(3)(b) of the Listing Rules and the applicable laws and regulations of the relevant jurisdictions, the Company will, upon consultation with the Joint Underwriters, allocate the excess Rights Shares at their discretion on a fair and equitable basis and on the following principles:

- (a) any excess Rights Shares will be allocated to Qualifying Shareholders (including the Committed Shareholder but excluding the PRC Stock Connect Investors) who apply for them on a pro rata basis by reference to the number of the excess Rights Shares applied for;
- (b) reference will only be made to the number of excess Rights Shares being applied for but no reference will be made to the Rights Shares comprised in applications by the PALs or the existing number of Shares held by Qualifying Shareholders; and
- (c) if the aggregate number of Rights Shares not taken up by the Qualifying Shareholders and/or transferees of Nil Paid Rights under the PALs is greater than the aggregate number of excess Rights Shares applied for through the EAFs, the Company will allocate to each Qualifying Shareholder who applies for excess Rights Shares in full application.

In applying the above principles, reference will only be made to the number of excess Rights Shares being applied for. No preference will be given to topping up odd lots to whole board lots.

Investors with their Shares held by nominee(s) (or held in CCASS) should note that the Board will consider the said nominee (including HKSCC Nominees Limited) as one single Shareholder according to the register of members of the Company. Accordingly, investors with their Shares held by nominee(s) (or held in CCASS) should note that the aforesaid arrangement in relation to the allocation of excess Rights Shares will not be extended to them individually.

FRACTIONS OF RIGHTS SHARES

The Company will not provisionally allot and will not accept application for fractions of Rights Shares. All fractions of the Rights Shares will be aggregated (and the Rights Shares rounded down to the nearest whole number). All Nil Paid Rights arising from such aggregation will be provisionally allotted (in nil-paid form) to the Sole Global Coordinator, and will be sold in the market behalf of the Company if a premium (net of expenses) can be obtained, with the Company retaining the proceeds for its own benefit.

Any unsold fractions of the Rights Shares will be made available to meet excess applications on EAFs by Qualifying Shareholders (excluding PRC Stock Connect Investors).

DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS

This PAL shall only be sent to the Qualifying Shareholders.

Distribution of this PAL and the other Prospectus Documents into jurisdictions other than Hong Kong may be restricted by law. Persons who come into possession of this PAL or any of the other Prospectus Documents (including, without limitation, agents, custodians, nominees and trustees) should inform themselves of and observe any such restrictions. Any failure to comply with those restrictions may constitute a violation of the securities laws or other laws or regulations of any such jurisdiction. Any Shareholder or Beneficial Owner who is in any doubt as to his/her/its position should consult an appropriate professional adviser without delay. In particular, this PAL and the other Prospectus Documents should not be distributed, forwarded to or transmitted in, into or from the United States or any other jurisdiction in which such transfer or distribution is unlawful. The Company reserves the right to refuse to permit any Shareholder to take up his/her/its nil-paid Rights Shares or apply for excess Rights Shares where it believes that doing so would violate the Listing Rules or any applicable securities legislations or other laws or regulations of any jurisdiction.

The Prospectus Documents will not be registered under the applicable securities legislation of any jurisdiction other than (i) the PRC, in accordance with the CSRC Notice with the approval from HKEX for the listing of the Rights Shares (in nil-paid and fully-paid forms) having been obtained; and (ii) Hong Kong.

QUALIFYING SHAREHOLDERS

To qualify for the Rights Issue and to accept the Rights Shares provisionally allotted under this PAL, a Shareholder must have been registered as a member of the Company on Wednesday, 19 June 2024 and not be a Non-Qualifying Shareholder.

Since there was no Non-Qualifying Shareholder as shown on the Register of Members on the Record Date, no arrangements will need to be made for the Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders (if any) to be provisionally allotted to a nominee and to be sold in the market in their nil-paid form.

Receipt of this PAL and/or any other Prospectus Documents or the crediting of Nil Paid Rights to a stock account in CCASS does not and will not constitute an offer in the United States or any other jurisdictions in which it would be illegal to make an offer and, in those circumstances, this PAL and/or the other Prospectus Documents must be treated as sent for information purposes only and should not be copied or redistributed. Persons (including, without limitation, agents, custodians, nominees and trustees) who receive a copy of this PAL and/or any other Prospectus Documents or whose stock account in CCASS is credited with Nil Paid Rights should not, in connection with the Rights Issue, distribute or send the same in, into or from, or transfer Nil Paid Rights to any person in, into or from the United States or any other jurisdictions in which such transfer or distribution is unlawful. If a PAL or EAF or a credit of Nil Paid Rights in CCASS is received by any person in any such territory, or by his/her/its agent, custodian, or nominee, or trustee, he/she/it must not seek to take up the rights referred to in this PAL or EAF or transfer this PAL (or apply for any excess Rights Shares under the EAF) or transfer the Nil Paid Rights in CCASS unless the Company determines that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, agents, custodians, nominees and trustees) who does forward this PAL or any other Prospectus Documents in, into or from such jurisdiction (whether under a contractual or legal obligation or otherwise) should draw the recipient's attention to the contents of this section.

Overseas Shareholders are reminded that certain restrictions may apply to offers and sales of nil-paid Rights Shares and/or Rights Shares under the securities laws of their jurisdiction. In particular, the attention of Overseas Shareholders is drawn to the restrictions, disclaimers and other information and statements set out in the section headed "NOTICE" in the Prospectus. If any Overseas Shareholder is in any doubt about his/her/its position, they are recommended to consult their own professional advisors.

Notwithstanding any other provision in this PAL or any other Prospectus Documents, the Company reserves the right to permit any Shareholder to take up his/her/its rights if the Company, in its absolute discretion, is satisfied that the transaction in question is exempt from or not subject to the legislation or regulations giving rise to the restrictions in question.

REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting this PAL, each subscriber of Rights Shares being offered and sold outside the U.S. hereby represents and warrants to the Company and the Joint Underwriters and to any person acting on their behalf, unless in their sole discretion the Company and the Joint Underwriters waive such requirement that:

- he/she/it was a Qualifying Shareholder as at 5:00 p.m. on the Record Date, or he/she/it lawfully acquired or may lawfully acquire the Nil Paid Rights, directly or indirectly, from such a person;
- he/she/it may lawfully be offered, take up, obtain, subscribe for and receive the Nil Paid Rights and/or the Rights Shares in the jurisdiction in which he/she/it resides or is currently located;
- he/she/it is not resident or located in, or a citizen of the U.S. or any other territory where, in each case, it would be unlawful to extend the Rights Issue;
- he/she/it is not accepting an offer to acquire or take up the Nil Paid Rights or Rights Shares on a non-discretionary basis for a person who is resident or located in, or a citizen of the U.S. or any other territory where, in each case, it would be unlawful to extend the Rights Issue at the time the instruction to accept was given;

- he/she/it is not taking up for the account of any person who is located in the U.S., unless (a) the instruction to purchase or take up the Nil Paid Rights or to subscribe for or accept Rights Shares was received from a person outside the U.S. and (b) the person giving such instruction has confirmed that it (x) has the authority to give such instruction and (y) either (A) has investment discretion over such account or (B) is an investment manager or investment company that is acquiring the Nil Paid Rights and/or the Rights Shares in an “offshore transaction” within the meaning of Regulation S;
- he/she/it is acquiring the Nil Paid Rights and/or the Rights Shares in an “offshore transaction” as defined in Regulation S;
- he/she/it has not been offered the Rights Shares by means of any “directed selling efforts” as defined in Regulation S;
- he/she/it is not acquiring the Nil Paid Rights and/or Rights Shares with a view to the offer, sale, allotment, taking up, exercise, resale, renouncement, pledge, transfer, delivery or distribution, directly or indirectly, of such Nil Paid Rights or Rights Shares into the U.S. or any other territory where, in each case, it would be unlawful to extend the Rights Issue; and
- he/she/it understands that neither the Nil Paid Rights nor the Rights Shares have been or will be registered under the U.S. Securities Act or the securities laws of any state or jurisdiction of the U.S. and the Nil Paid Rights and/or Rights Shares are being distributed and offered only outside the U.S. in offshore transactions in reliance on Regulation S. Consequently, he/she/it understands the Nil Paid Rights and/or Rights Shares may not be offered, sold, pledged or otherwise transferred in or within U.S., except in reliance on an available exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act.

For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties above.

GENERAL

Lodgement of this PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour this PAL 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 a split PAL and/or the share certificates for the Rights Shares. Further copies of the Prospectus are available at the Registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

This PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong. Nil Paid Rights are expected to be traded in board lots of 4,000. References in this PAL to time are to Hong Kong time unless otherwise stated.

By completing, signing and submitting this PAL, you agree to disclose to the Company and/or its Registrar and their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or its Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and its 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 registered office at Unit 1208, 12/F China Minmetals Tower 79 Chatham Road South Tsimshatsui 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) the Registrar.

By order of the Board
MMG Limited
Xu Jiqing
Chairman and Non-executive Director



MMG LIMITED

五礦資源有限公司

(於香港註冊成立之有限公司)

(香港聯交所股份代號：1208)

各合資格股東：

緒言

根據本暫定配額通知書及供股章程所載之條款及條件，並在本公司組織章程細則的規限下，董事已暫定配發本暫定配額通知書表格甲所載數目之本公司供股股份予閣下，基準為於二零二四年六月十九日(星期三)以閣下名義在本公司股東登記冊上登記每五股本公司現有股份可獲配發兩股供股股份。閣下於該日持有之現有股份列於本暫定配額通知書表格甲內甲欄，而所獲暫定配發之供股股份數目則列於本暫定配額通知書表格甲內乙欄。除文義另有所指外，於供股章程中已界定之詞彙與本函件所採用者具相同涵義。

閣下有權不遲於二零二四年七月五日(星期五)下午四時正(或下文「惡劣天氣之影響」一段所述之較後日期及／或時間)前根據下文所載之方式按每股供股股份 2.62 港元之價格(須於接納時繳足)認購暫定配發予閣下之供股股份。

在下文「合資格股東」一節的規限下，閣下可接納據此暫定配發予閣下之全部或任何數目的供股股份，或出售閣下之全部或任何有關權利。閣下如欲只接納閣下之部分暫定配額並將餘額轉讓，或擬將閣下之暫定配額轉讓予超過一人，則閣下應參閱下文「分拆」一節內之指示。閣下如欲轉讓閣下之全部暫定配額，則閣下應參閱下文「轉讓」一節內之指示。

供股須待包銷協議成為無條件及並無被終止後，方可作實。倘若供股之條件並無獲履行，則供股將不會進行。

供股股份

供股股份於配發、發行及繳足後，並在本公司組織章程細則的規限下，於各方面將與當時已發行之股份享有同等權益，故該等繳足股款供股股份持有人將有權收取可能於配發及發行繳足股款供股股份之日以後宣派、作出或派付的所有未來股息及分派。

待未繳及繳足股款供股股份獲准於香港聯交所上市及買賣，以及符合香港結算之股份收納規定後，未繳及繳足股款供股股份將獲香港結算接納為合資格證券，可自未繳及繳足股款供股股份各自於香港聯交所開始買賣之日或由香港結算選定之任何其他日期起，在中央結算系統內寄存、結算及交收。香港聯交所參與者之間在任何交易日交易之交收須在其後第二個交易日在中央結算系統內進行。所有在中央結算系統之活動均須依據其不時生效之《中央結算系統一般規則》及《中央結算系統運作程序規則》進行。

接納手續

身處香港境外的任何人士(包括(但不限於)代理、託管商、代名人及受託人)如欲接納彼等於供股之權利，須使自己信納其已全面遵守任何相關地區之適用法律，包括取得任何規定的政府或其他同意、符合任何其他所需之正式手續，以及繳納相關地區之任何發行、轉讓或其他稅項。

合資格股東如欲全數接納其供股股份暫定配額，須將整份本暫定配額通知書連同本暫定配額通知書表格甲內丙欄所示須於接納供股股份時應付之全數股款，於不遲於二零二四年七月五日(星期五)下午四時正或本公司與聯席包銷商以書面方式可能協定之較晚時間及／或日期前交回股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付，並以在香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付。所有支票或銀行本票均須註明抬頭人為「**MMG LIMITED - RIGHTS ISSUE ACCOUNT**」，並以「**只准入抬頭人賬戶**」劃線方式開出。繳付股款後，即表示已按本暫定配額通知書及供股章程所載之條款，及在本公司組織章程細則之規限下接納暫定配額。本公司將不另發股款收據。閣下如對本暫定配額通知書有任何疑問，請於辦公時間(星期一至星期五上午九時正至下午六時正，香港公眾假期除外)內致電股東熱線(852) 2862 8555。

謹請注意，除非由原獲配售人或以本身名義經已獲有效轉讓有關權利之任何人士填妥之暫定配額通知書連同本暫定配額通知書表格甲內丙欄所示之應繳股款已按上文所述於二零二四年七月五日(星期五)下午四時正(或下文「惡劣天氣之影響」一段所述之較後日期及／或時間)收取，否則閣下之暫定配額及一切據此而獲得之權利將視作已遭放棄而被取消。本公司可(酌情)將並未遵照有關指示填妥之暫定配額通知書視作有效，且對交回之人士或代表其交回之人士具有約束力。

分拆

閣下如欲只接納閣下之部分暫定配額，或放棄或轉讓據此暫定配發予閣下之認購供股股份之部分權利，或向超過一名人士(非聯名持有人)放棄或轉讓閣下全部或部分權利，則閣下須將原暫定配額通知書連同清楚註明所需要的分拆暫定配額通知書數目及每份分拆暫定配額通知書包含的未繳款供股權數目(兩者合共應相等於本暫定配額通知書表格甲內乙欄所載列暫定配發予閣下的供股股份數目)的信件，須在不遲於二零二四年六月二十六日(星期三)下午四時三十分前交回及送遞股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖，以供註銷，而股份過戶登記處將會註銷原暫定配額通知書，並按所需數目發出新暫定配額通知書。新暫定配額通知書將可於交回原暫定配額通知書後第二個營業日上午九時正後於股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖領取。

轉讓

閣下如欲放棄或轉讓閣下之全部暫定配額予其他人士或作為聯名持有人的人士，閣下應填妥及簽署本暫定配額通知書內之「轉讓及提名表格」(表格乙)，並將填妥及簽署之暫定配額通知書轉交閣下之暫定配額的承讓人或經手轉讓的人士。承讓人其後須填妥及簽署本暫定配額通知書內之「登記申請表格」(表格丙)，並將整份本暫定配額通知書連同接納時應付的全部股款，在不遲於二零二四年七月五日(星期五)下午四時正(或下文「惡劣天氣之影響」一段所述之較後日期及／或時間)前送交股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖，以進行轉讓。

務請注意，閣下轉讓有關供股股份之認購權予承讓人時須繳付香港印花稅，而承讓人於接納有關權利時亦須繳付香港印花稅。本公司或會(全權酌情)將並未遵照有關指示填妥之暫定配額通知書視作有效，且對交回之人士或代表其交回之人士具有約束力。

即使未有根據相關指示填妥，本公司可(全權酌情)視暫定配額通知書為有效及對提出或代表其提出暫定配額通知書的人士具有約束力。本公司保留權利拒絕受理以任何人士為受益人的任何轉讓登記，前提為本公司就此相信該轉讓或會違反適用法例或監管規定。

惡劣天氣之影響

倘若發生下列情況，接納之最後時間將不會於二零二四年七月五日(星期五)下午四時正生效：

- (i) 8號或以上熱帶氣旋警告信號或黑色暴雨警告信號及／或其他極端情況於二零二四年七月五日(星期五)中午十二時正前之任何本地時間在香港生效，並於中午十二時正後不再生效，則供股股份及額外股份之接納及付款之最後時間均將延至同一個營業日下午五時正；或
- (ii) 8號或以上熱帶氣旋警告信號或黑色暴雨警告信號及／或其他極端情況於二零二四年七月五日(星期五)中午十二時正至下午四時正(任何本地時間)之間在香港生效，則供股股份及額外股份之接納及付款之最後時間均將會重新定於下一個營業日下午四時正，而該營業日上午九時正至下午四時正之間之任何時間並無該等警告信號生效。

倘若接納之最後時間並非二零二四年七月五日(星期五)，本暫定配額通知書內所述之日期可能會受到影響。預期時間表如有任何變動，本公司將在切實可行情況下儘快另行刊發公告通知股東。

終止包銷協議

敬請注意，倘於最後終止時間前任何時間發生下列情況，聯席包銷商可於最後終止時間前向本公司送達書面通知，撤銷或終止包銷協議：

- (a) 出現任何事宜或情況致使供股章程「包銷協議之條件」一節所載任何條件無法於規定時間達成；
- (b) 聯席包銷商得悉包銷協議所載任何聲明、保證或承諾在任何方面不實、不準、有所誤導，或本公司違反包銷協議之任何其他條文或承諾股東違反承諾股東不可撤銷承諾或聯席包銷商有理由認為已發生任何此類違約行為；
- (c) 發生任何事件或出現或發現任何事宜，而該事件或事宜倘於包銷協議日期前或被視為根據包銷協議作出聲明、保證及承諾前發生，將導致或預期將導致任何該等聲明或保證在任何方面不實、不準確、不完整或有所誤導，或將導致或預期將導致違反任何該等承諾；
- (d) 本公佈及／或供股章程文件及／或投資者推介所載任何陳述在任何重大方面成為或被發現為不實、不準確、不完整或有所誤導，或發生或發現任何事宜，而倘於當時刊發本公佈、供股章程文件及／或投資者推介，該等事宜將構成重大遺漏；
- (e) 本公司：(A) 撤回供股章程(及／或就供股發出或使用之文件)或供股；或(B) 須刊發補充供股章程(除非本公司已獲聯席包銷商同意刊發有關補充供股章程)；或(C) 須在供股章程日期所寄發之供股章程之最終定稿中加入任何沒有在包銷協議日期之供股章程草稿中所提及，並且因某重大改變而影響此供股章程草稿中任何內容或因某些重大新事宜對或有可能對本公司或供股造成重大不利影響的資料(除非本公司已獲聯席包銷商同意加入有關資料)；
- (f) 本公司撤回及／或香港聯交所拒絕本公司向香港聯交所主板提出有關批准未繳股款及繳足股款供股股份於香港聯交所上市以及未繳股款及繳足股款供股股份於香港聯交所買賣之申請；
- (g) 任何可致使未繳股款供股股份獲接納為合資格證券以於中央結算系統寄存、結算及交收之條件未獲達成，且本公司接獲香港結算通知，表示持有及作結算用途之有關接納事宜或措施已經或將會遭拒絕；

- (h) 於供股章程載有其意見之任何專家，於刊發供股章程前撤回就刊發供股章程發出表示同意按其現有形式及內容載入其報告、函件、意見或建議及引述其名稱的相關同意書；
- (i) 發生任何事件、行動或遺漏導致或很可能導致本公司根據包銷協議所述彌償保證承擔任何責任；或
- (j) 有關或關於下列方面之任何事件、連串事件或情況(不論是否可以預見)出現、發生、生效或為公眾所知：
- (A) 本集團任何成員公司之狀況、經營業績、管理、業務、股權持有人權益、財務或營運狀況及／或前景有任何不利變動或預期有不利變動但不包括本公司任何於秘魯Las Bambas採礦業務或銅精礦從本公司位於秘魯Las Bambas之採礦項目運輸由於抗議或堵塞出現任何不按計劃或不可預料的暫停，或由於該暫停以導致的後果除非該暫停導致(x)本公司(在包銷協議日期後)最少三次取消銅精礦由Matarani Port的預定發貨(或對此發出不可抗力的聲明)；或(y)銅精礦的生產量或從Las Bambas之採礦項目以卡車的運送量在實際或合理預期下於包銷協議日期後三個曆月期間的任何一個曆月內會少於45,000濕公噸；
- (B) 於中國、香港、澳洲、秘魯、剛果民主共和國、博茨瓦納共和國、英國、歐洲、美國或日本或影響該等地區之地方、國家或國際金融、政治、軍事、工業、經濟、法律、財政、監管或證券市場事宜或情況或貨幣匯率或外匯管制之任何變動(不論是否屬永久)；
- (C) 於中國、香港、澳洲、秘魯、剛果民主共和國、博茨瓦納共和國、英國、歐洲、美國或日本或影響該等地區之任何不可抗力事件(包括但不限於經濟制裁、罷工或停工(不論是否有購買保險)、公民抗議、暴亂、火災、爆炸、水災、地震、內亂、戰亂或宣戰、爆發敵對狀態或敵對狀態升級(無論是否已經宣戰)、恐怖活動(無論是否已承認責任)、天災、疫症、流行病、傳染病爆發、宣佈進入緊急或災難或危機狀態)；
- (D) 由於異常金融情況或其他情況而導致中國、香港、澳洲、秘魯、剛果民主共和國、博茨瓦納共和國、英國、歐洲、美國或日本有關當局宣佈銀行業全面停業；
- (E) 香港聯交所(或中國、英國、歐洲、美國或日本的其他證券交易所)全面停止或暫停或限制股份或證券交易、或設立價格下限或香港、澳洲、中國、英國、歐洲、美國或日本之任何證券交收或結算服務受到任何重大干擾；

- (F) 香港聯交所暫停本公司證券買賣或設立任何重大限制(以待刊發供股之公佈或有關供股之任何其他公佈或有關暫停買賣屬暫時或例行性質且不多於兩個交易日者除外)；
- (G) 香港或本集團任何成員公司進行或從事業務之任何其他地方頒佈任何新法例或法規或現有的法例或法規出現任何變動，或出現涉及可能變動之任何發展；
- (H) 香港、中國、澳洲、秘魯、剛果民主共和國、博茨瓦納共和國、英國、歐洲、美國、日本或本集團任何成員公司所屬之任何其他司法權區之稅務出現變動或涉及潛在變動之發展或實施任何外匯管制；
- (I) 本集團任何成員公司面臨或遭受任何對本集團之業務、財務或營運有重大影響之訴訟或索償；
- (J) 在香港、中國、澳洲、秘魯、剛果民主共和國、博茨瓦納共和國、英國、歐洲、美國、日本或與本集團相關之任何其他司法權區以任何形式直接或間接實施經濟制裁；
- (K) 於任何相關司法權區之任何政府或監管委員會、機關、機構或部門，或任何證券交易所、自律組織或其他非政府監管機關，或任何法院、裁判所或仲裁所(不論屬國家、中央、聯邦、省、州、地區、市)，針對本集團或任何董事就涉及本集團業務之任何事項展開任何調查或正式宣佈調查或採取其他法律行動，而有關調查已經或將會對股份成交價或本集團(整體而言)造成重大不利影響；或
- (L) 頒令或提出呈請將本集團任何成員公司清盤或本集團任何成員公司與其債權人達成任何和解協議或安排，或本集團任何成員公司訂立償債安排，或本集團任何成員公司之任何清盤決議案或委任臨時清盤人、財產接收人或經理人以接管本集團任何成員公司全部或部分重大資產或事務或本集團任何成員公司發生任何類似事情；

而聯席包銷商合理認為上文第(j)項所述事件或情況個別或合併之影響：(i)對或將對或可能將對本集團整體經營業績、一般事務、管理、業務、物業、財務、貿易或其他狀況或前景嚴重不利，或為本集團整體帶來或將會帶來重大不利影響；或(ii)已使或將使或可能使供股成功或供股股份於第二市場買賣造成嚴重不利或帶來或將會帶來重大不利影響；或(iii)使或可能使按該公佈及供股章程文件擬定之條款及方法進行供股屬不可行；或(iv)將使或可能使包銷協議無法按照其條款履行，或妨礙根據供股或根據其包銷處理申請及／或付款。

支票及銀行本票

所有支票及銀行本票於收訖後過戶，而自有關款項(如有任何)所得之全部利息將撥歸本公司所有。在不損害本公司其他相關權利之情況下，任何暫定配額通知書所隨附之支票或銀行本票如未能於首次過戶時兌現，有關通知書有可能被拒絕受理，在此情況下，該暫定配額通知書下的暫定配額及所有權利將被視為已遭拒絕及將予以註銷。填妥及交回暫定配額通知書連同支票或銀行本票以支付所接納之供股股份，將構成申請人之保證，即該支票或銀行本票將於首次提呈時獲兌現。

供股之股票及退款支票

待供股章程內「董事會函件－供股及包銷協議之條件」一節所載供股之條件獲達成後，預期所有繳足股款供股股份之股票將於二零二四年七月十五日(星期一)或之前以平郵方式寄發予已接納及(如適用)申請認購供股股份並繳交股款之合資格股東，郵誤風險概由彼等自行承擔。

倘供股並無進行，則就相關暫定配額收取的款項將不計利息退還予合資格股東或該等未繳股款供股權的有效轉讓人士或(倘為聯名接納)首名人士，並由過戶登記處於二零二四年七月十五日(星期一)或之前以平郵方式寄發支票，郵誤風險由該等合資格股東或該等其他人士承擔，寄往彼等的登記地址。

預期全部或部分不獲接納供股股份及額外供股股份申請(如有)之退款支票將於二零二四年七月十五日(星期一)或之前以平郵方式寄發予申請人，郵誤風險概由彼等自行承擔。

額外供股股份

合資格股東(不包括中國港股通投資者)可以額外申請之方式申請任何不合資格股東(如有)之未售出配額，或透過彙集零碎供股股份產生之任何未售出供股股份以及已暫定分配予合資格股東但未獲有效承購之任何供股股份，或由未繳款供股權放棄人或承讓人以其他方式認購者。

申請認購額外供股股份須填妥額外申請表格，並於二零二四年七月五日(星期五)下午四時正(就股東而言)或本公司與聯席包銷商以書面方式可能協定之較晚時間及／或日期之前，連同所申購之額外供股股份另行支付之股款一併交回股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款必須以港元由香港持牌銀行之銀行賬戶開立之支票或銀行本票支付，並註明抬頭人為「**MMG LIMITED - EXCESS APPLICATION ACCOUNT**」，並劃線註明「**只准入抬頭人賬戶**」。

根據上市規則第7.21(3)(b)條的規定以及相關司法權區之適用法律及法規，本公司將於諮詢聯席包銷商後，酌情按公平合理原則分配額外供股股份，原則為：

- (a) 經參考所申請的額外供股股份數目後，按比例向已作出申請之合資格股東(包括承諾股東，但不包括中國港股通投資者)分配任何額外供股股份；
- (b) 僅參考所申請之額外供股股份數目，而非參考以暫定配額通知書提出申請之供股股份數目或該等合資格股東所持之現有股份數目；及
- (c) 倘未獲合資格股東及／或暫定配額通知書項下未繳股款供股權之承讓人承購之供股股份總數大於透過額外申請表格申請的額外供股股份總數，本公司將向每名申請額外供股股份之合資格股東悉數配發有關股份。

於應用上述原則時，僅會參考所申請之額外供股股份數目。補足零碎股份至完整買賣單位之申請將不獲優先處理。

由代名人代為持有(或於中央結算系統持有)股份的投資者務請注意，董事會將根據本公司股東名冊視代名人(包括香港中央結算(代理人)有限公司)為單一股東。因此，股份由代名人持有(或於中央結算系統持有)之投資者務請注意，上述有關配發額外供股股份之安排將不會個別擴展至彼等。

零碎的供股股份

本公司不會暫定配發零碎供股股份，亦不接受有關申請。所有零碎供股股份將會彙集(供股股份已約整至最接近整數)。彙集產生之未繳款零碎供股權將會(以未繳股款形式)暫定配發予獨家全球協調人，如扣除開支後可得溢價，將會代表本公司於市場上出售該等未繳款零碎供股權，所得款項歸本公司所有。

任何未出售之零碎供股股份將供滿足合資格股東(不包括中國港股通投資者)以額外申請表格作出之額外申請。

派發本暫定配額通知書及其他供股章程文件

本暫定配額通知書只可向合資格股東寄發。

派發本暫定配額通知書及其他供股章程文件至香港以外的司法權區可能受法律限制。取得本暫定配額通知書或任何其他供股章程文件的人士(包括(但不限於)代理、託管商、代名人及受託人)須知悉並遵守任何有關限制。未能遵守該等限制可能構成違反任何有關司法權區的證券法例或其他法例或規例。任何股東或實益擁有人如對其狀況有任何疑問，應儘快諮詢合適之專業顧問。尤其是，本暫定配額通知書及其他供股章程文件不應在、向或由美國或作出有關轉讓或派發屬違法之任何其他司法權區派發、送交或送呈。倘本公司相信准許任何股東接納其未繳股款供股股份或申請認購額外供股股份會違反《香港上市規則》或任何司法權區之適用證券法例或其他法例或規例，則本公司保留拒絕其接納或有關申請之權利。

供股章程文件將不會根據(i)中國(根據中國證監會通告，供股股份(以未繳股款及繳足股款形式)上市已取得香港聯交所之批准)；及(ii)香港以外任何司法權區之適用證券法例註冊。

合資格股東

為符合資格參與供股及接納根據本暫定配額通知書所暫定配發之供股股份，股東須於二零二四年六月十九日(星期三)為本公司之登記股東，且並非不合資格股東。

由於於記錄日期股東名冊並無列示不合資格股東，無需就不合資格股東原應獲暫定配發之供股股份(如有)作出安排，以暫定配發予代名人及在市場上以其未繳股款形式出售有關供股股份。

收到本暫定配額通知書及／或任何其他供股章程文件或將未繳款供股記入中央結算系統的股票帳戶均不(亦將不會)構成在美國或提呈要約屬違法之任何其他司法權區提呈要約，在該等情況下，本暫定配額通知書及／或其他供股章程文件須視為僅供參照處理，亦不應複製或轉發。任何人士(包括(但不限於)代理、託管商、代名人及受託人)如收到本暫定配額通知書及／或任何其他供股章程文件，或倘若將未繳款供股記入其中央結算系統的股票帳戶，不應(就供股而言)將其在、向或由美國或作出有關派發或轉讓屬違法之任何其他司法權區派發或寄發或在、向或由美國或作出有關派發或轉讓屬違法之任何其他司法權區向任何人士轉讓未繳款供股權。倘若任何人士、或其代理、保管人、代名人或受託人在任何有關司法權區收到本暫定配額通知書或額外申請表格或其中央結算系統的股票帳戶記入未繳款供股記，其不可尋求接納本暫定配額通知書或額外申請表格內所述之權利或轉讓本暫定配額通知書(或根據額外申請表格申請任何額外供股股份)，或轉讓其中央結算系統內的未繳款供股記，除非本公司決定，有關作為不會導致違反適用法律或規管規定，則作別論。任何人(包括(但不限於)代理、託管商、代名人及受託人)如將本暫定配額通知書或任何其他供股章程文件在、向或由任何有關司法權區轉交(無論根據合約或法律責任或其他理由)，應促使收件人注意本節內容。

海外股東務請注意，未繳股款供股股份及／或供股股份的發售及銷售均可能面臨彼等司法權區的證券法例項下的若干限制。尤其是，海外股東謹請細閱供股章程「注意事項」一節所載的限制、免責聲明以及其他資料及陳述。海外股東如對彼等之立場有任何疑問，應諮詢彼等專業顧問之意見。

儘管本暫定配額通知書或任何其他供股章程文件有任何其他規定，倘若本公司按其全權酌情決定信納有關交易已獲豁免遵守導致有關限制之法規或規例或不受其限，本公司保留權利容許任何股東接納其權利。

聲明及保證

倘若填妥、簽署及交回本暫定配額通知書，在美國以外地區提呈發售及出售的供股股份之每位認購人即據此向本公司及聯席包銷商以及代其行事之任何人士作出以下聲明及保證，除非本公司及聯席包銷商按其全權酌情決定豁免有關規定：

- 彼於記錄日期下午五時正為合資格股東，或彼已依法或可依法直接或間接自有關人士取得未繳款供股權；
- 彼可合法在其居住或目前所處之司法權區獲提呈發售、接納、取得、認購及收取未繳款供股權及／或供股股份；
- 彼並非居於或位處或屬以下地區的公民美國或任何其他地區；
- 彼於給予接納指示時，並非為居於或處於或屬以下地區的公民的人士美國或任何其他地區，按非酌情基準接納收購或接納未繳款供股權或供股股份的要約；

- 彼並非代位處美國之任何人士行事，除非(a)接到美國境外人士之購買或接納未繳款供股權或認購或接納供股股份之指示；及(b)發出該項指示之人士已確認彼(x)有權發出該項指示，及(y)(A)對該賬戶擁有投資決定權；或(B)為在S規例所界定之「離岸交易」中收購未繳款供股權及／或供股股份之投資經理或投資公司；
- 彼在根據S規例所界定之「離岸交易」中收購未繳款供股權及／或供股股份；
- 彼並非以S規例所界定之任何「定向銷售工作」獲提呈發售供股股份；
- 彼收購未繳款供股權及／或供股股份之目的並非直接或間接向美國、或在各情況下延伸供股即屬非法的任何其他地區，提呈發售、出售、配發、接納、行使、轉售、棄權、質押、轉讓、交付或派發有關未繳款供股權或供股股份；及
- 彼明白，未繳款供股權或供股股份均並無(亦將不會)根據美國證券法或美國任何州或司法權區之證券法登記，而未繳款供股權及／或供股股份乃於離岸交易中依據S規例僅在美國以外地區分發及提呈發售。因此，彼明白，未繳款供股權及／或供股股份不可在或向美國提呈發售、出售、質押或另行轉讓，惟依據美國證券法登記規定之現有豁免或在毋須遵守美國證券法登記規定之交易除外。

為免生疑問，香港結算及香港中央結算(代理人)有限公司概不會受上述任何聲明及保證所規限。

一般事項

本暫定配額通知書連同(如適用)由獲發本暫定配額通知書人士所簽署之轉讓及提名表格一經交回，即確證交回之人士(一名或多名)有權處理本暫定配額通知書及收取分拆之暫定配額通知書及／或供股股份之股票。如需要額外之供股章程，可於股份過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17M樓)。

所有文件(包括退款支票)將以平郵方式寄予有關申請人或其他應得之人士，郵誤風險概由彼等自行承擔。

本暫定配額通知書及所有接納其中所載之要約均須受香港法例規限，並按香港法例詮釋。預期末繳款供股權將以4,000股之每手買賣單位進行買賣。除另有說明者外，本暫定配額通知書內所提及之時間均為香港時間。

倘若填妥、簽署及交回本暫定配額通知書，閣下同意向本公司及／或其股份過戶登記處及彼等各自之顧問及代理披露個人資料及彼等所需而有關係閣下或閣下為其利益而接納暫定配發之供股股份的人士之任何資料。《個人資料(私隱)條例》給予證券持有人權利可確定本公司或其股份過戶登記處是否持有其個人資料、索取有關資料之副本，以及更正任何不準確之資料。根據《個人資料(私隱)條例》，本公司及其股份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，應寄往本公司之註冊辦事處(地址為香港九龍尖沙咀漆咸道南79號中國五礦大廈12樓1208室)或根據適用法律不時通知之地點，並以本公司的公司秘書或(視情況而定)股份過戶登記處為收件人。

承董事會命
五礦資源有限公司
董事長兼非執行董事
徐基清

二零二四年六月二十日