



Solargiga Energy Holdings Limited

陽光能源控股有限公司

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 757)

PROXY FORM FOR USE BY SHAREHOLDERS AT THE EXTRAORDINARY GENERAL MEETING OR ANY ADJOURNMENT THEREOF

Number of shares to which this proxy form relates <i>(Note 2)</i>	
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I/We *(Note 1)* _____
of (Address) _____
being the registered holder(s) of *(Note 2)* _____ shares
("Shares") of HK\$0.10 each of Solargiga Energy Holdings Limited ("Company") hereby appoint the chairman of the meeting
or *(Note 3)* _____ of
(Address) _____

to act as my/our proxy at the meeting to be held at 1402 Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong on Wednesday, 17 August 2022 at 11:00 a.m. and at any adjournment thereof and to vote on my/our behalf as directed below. I/We direct that my/our vote(s) be cast on the specified resolutions as indicated by an "√" in the appropriate boxes. In absence of any indication, the proxy may vote for or against the resolution at his/her own discretion.

Please make a mark in the appropriate boxes to indicate how you wish your vote(s) to be cast on a poll *(Note 4)*.

Ordinary Resolutions		For	Against
1.	<p>(a) To consider, approve, confirm and ratify the following agreements, namely:</p> <p>(i) the service agreement entered into between Qujing Yangguang New Energy Co. Ltd. (曲靖陽光新能源股份有限公司) ("Qujing Yangguang"), an indirect non-wholly owned subsidiary of the Company, and Guotai Junan Securities Co., Ltd ("Guotai Junan") dated 29 April 2022 (a copy of which has been produced to the meeting marked "A" and signed by the chairman of the meeting for the purpose of identification)(the "Service Agreement"), pursuant to which Guotai Junan has agreed to place, on a best effort basis, up to 27,138,643 Qujing Shares, at a total capital contribution of up to RMB460,000,000 and the subscription of a maximum of 27,138,643 ordinary shares of RMB1.00 each ("Qujing Shares") in the capital of Qujing Yangguang by investors to be sought and procured by Guotai Junan (the "Investors") in accordance with the Service Agreement on and subject to the terms and conditions thereof (the "Capital Injection");</p> <p>(ii) the conditional capital injection agreement entered into between Qujing Yangguang, Jinzhou Yangguang Energy Co. Ltd. (錦州陽光能源有限公司) ("Jinzhou Yangguang"), an indirect wholly-owned subsidiary of the Company, the remaining shareholders of Qujing Yangguang, Mr. Tan Wenhua and Mr. Tan Xin and Shenzhen Boquan Enterprise Management Center (Limited Partnership)* (深圳博泉企業管理中心(有限合夥)) (the "First Investor") dated 18 July 2022 (a copy of which has been produced to the meeting marked "B" and signed by the chairman of the meeting for the purpose of identification) (the "First Capital Injection Agreement") in relation to (i) the subscription of 14,377,101 Qujing Shares at a total capital contribution of RMB250,000,000 by the First Investor on and subject to the terms and conditions thereof; and (ii) the grant of the right to the First Investor to request Jinzhou Yangguang to purchase all the Qujing Shares that the First Investor had subscribed for but have not been paid up at RMB1 nominal consideration (or the lowest consideration permissible under the applicable law) subject to the terms and conditions thereof (the "First Investor's Repurchase Option");</p> <p>(iii) the conditional capital injection agreement entered into between Qujing Yangguang, Jinzhou Yangguang, the remaining shareholders of Qujing Yangguang and Nanjing Zhoubo Fangwei Enterprise Management Centre (Limited Partnership)* (南京州博方維企業管理中心(有限合夥)) (the "Second Investor") dated 30 June 2022 (a copy of which has been produced to the meeting marked "C" and signed by the chairman of the meeting for the purpose of identification) (the "Second Capital Injection Agreement") in relation to the subscription of 8,626,261 Qujing Shares by the Second Investor at a total capital contribution of RMB150,000,000 on and subject to the terms and conditions thereof;</p> <p>(iv) the conditional capital injection agreement entered into between Qujing Yangguang, Jinzhou Yangguang, the remaining shareholders of Qujing Yangguang and Shenzhen Rongxin Taifu Investment Co., Ltd.* (深圳市榮信泰富投資有限公司) (the "Third Investor") dated 30 June 2022 (a copy of which has been produced to the meeting marked "D" and signed by the chairman of the meeting for the purpose of identification)(the "Third Capital Injection Agreement") in relation to the subscription of 1,725,252 Qujing Shares by the Third Investor at a total capital contribution of RMB30,000,000 on and subject to the terms and conditions thereof;</p> <p>(v) the conditional capital injection agreement entered into between Qujing Yangguang, Jinzhou Yangguang, the remaining shareholders of Qujing Yangguang and Wenzhou Jiuzhi Venture Capital Partnership (Limited Partnership)* (溫州玖致創業投資合夥企業(有限合夥)) (the "Fourth Investor") dated 30 June 2022 (a copy of which has been produced to the meeting marked "E" and signed by the chairman of the meeting for the purpose of identification) (the "Fourth Capital Injection Agreement") in relation to the subscription of 805,118 Qujing Shares by the Fourth Investor at a total capital contribution of RMB14,000,000 on and subject to the terms and conditions thereof;</p> <p>(vi) the conditional capital injection agreement entered into between Qujing Yangguang, Jinzhou Yangguang, the remaining shareholders of Qujing Yangguang and Qujing Kunhong Enterprise Management Consulting Centre* (曲靖坤弘企業管理諮詢中心(有限合夥)) (the "Fifth Investor") dated 30 June 2022 (a copy of which has been produced to the meeting marked "F" and signed by the chairman of the meeting for the purpose of identification) (the "Fifth Capital Injection Agreement") in relation to the subscription of 345,050 Qujing Shares by the Fifth Investor at a total capital contribution of RMB6,000,000 on and subject to the terms and conditions thereof; and</p>		

Ordinary Resolutions	For	Against
<p>(vii) the conditional capital injection agreement entered into between Qijing Yangguang, Jinzhou Yangguang, the remaining shareholders of Qijing Yangguang and Qijing Economic and Technological Development Area Xingchan Equity Investment Fund (Limited Partnership)* (曲靖經開區興產股權投資基金合夥企業(有限合夥)) (the “Sixth Investor”) dated 30 June 2022 (a copy of which has been produced to the meeting marked “G” and signed by the chairman of the meeting for the purpose of identification) (the “Sixth Capital Injection Agreement”) in relation to the subscription of 287,542 Qijing Shares by the Sixth Investor at a total capital contribution of RMB5,000,000 on and subject to the terms and conditions thereof;</p> <p>(viii) the conditional capital injection agreement entered into between Qijing Yangguang, Jinzhou Yangguang, the remaining shareholders of Qijing Yangguang and Qijing Economic and Technological Development Area Chanye Yindao Equity Investment Fund (Limited Partnership)* (曲靖經開區產業引導股權投資基金合夥企業(有限合夥)) (the “Seventh Investor”) dated 18 July 2022 (a copy of which has been produced to the meeting marked “H” and signed by the chairman of the meeting for the purpose of identification) (the “Seventh Capital Injection Agreement”, together with the First Capital Injection Agreement, the Second Capital Injection Agreement, the Third Capital Injection Agreement, the Fourth Capital Injection Agreement, the Fifth Capital Injection Agreement and the Sixth Capital Injection Agreement, the “Seven Capital Injection Agreements”) in relation to the subscription of 287,542 Qijing Shares by the Seventh Investor at a total capital contribution of RMB5,000,000 on and subject to the terms and conditions thereof;</p> <p>and the transactions contemplated thereunder; and</p> <p>(b) To authorise the directors of the Company to do all such acts and things and sign, ratify or execute all such documents (under seal, if necessary) and take all such steps as they may consider necessary, appropriate, desirable and expedient to implement, give effect to or in connection with the Service Agreement, the Capital Injection, the Seven Capital Injection Agreements and any of the transactions contemplated thereunder.</p>		

Date: _____

Shareholder's signature: _____ (Notes 5, 6, 7, and 8)

* For identification purposes only

Notes:

- Full name(s) and address(es) are to be inserted in **BLOCK CAPITALS** as shown in the register of members of the Company.
- Please insert the number of shares registered in your name(s). If no number is inserted, this proxy form will be deemed to relate to all the shares in the capital of the Company registered in your name(s).
- If any proxy other than the chairman of the meeting is preferred, strike out “the chairman of the meeting or” and insert the name and address of the proxy desired in the space provided. If no name is inserted, the Chairman of the Meeting will act as your proxy. A shareholder may appoint one or more proxies to attend the meeting and vote for him. The proxy need not be a member of the Company but must attend the meeting in person to represent you. Any alteration made to this form must be initiated by the person who signs it.
- IMPORTANT: If you wish to vote for any of the resolutions set out above, please tick (“√”) the boxes marked “For”. If you wish to vote against any resolutions, please tick (“√”) the boxes marked “Against”.** If the form returned is duly signed but without specific direction on any of the proposed resolutions, the proxy will vote or abstain at his discretion in respect of all resolutions; on any resolution properly put to the meeting other than those referred to in the notice convening the meeting or if in respect of a particular proposed resolution there is no specific direction, the proxy will, in relation to that particular proposed resolution, vote or abstain at his discretion. A proxy will also be entitled to vote at his discretion on any resolution properly put to the meeting other than those set out in the notice convening the meeting.
- In the case of a joint holding, this proxy form may be signed by any joint holder, but if more than one joint holders are present at the meeting, whether in person or by proxy, that one of the joint holders whose name stands first on the register of members of the Company in respect of the relevant joint holding shall alone be entitled to vote in respect thereof.
- The proxy form must be signed by a shareholder, or his attorney duly authorised in writing, or if the shareholder is a corporation, either under its common seal or under the hand of an officer or attorney so authorised.
- To be valid, this proxy form together with any power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority must be deposited at the offices of the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not later than 48 hours before the time of the meeting or any adjournment thereof.
- Completion and return of this proxy form will not preclude you from attending and voting in person at the meeting or any adjournment thereof if you wish to do so. In that event, this proxy form will be deemed to have been revoked.

PERSONAL INFORMATION COLLECTION STATEMENT

- “Personal Data” in this statement has the same meaning as “personal data” in the personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong (“PDPO”).
- Your supply of Personal Data to the Company is on a voluntary basis. If you fail to provide sufficient information, the Company may not be able to process your appointment of proxy and other instructions.
- Your Personal Data may be disclosed or transferred by the Company to its subsidiaries, its share registrar, and/or other companies or bodies for any of the stated purposes, and retained for such period as may be necessary for our verification and record purposes.
- You have the right to request access to and/or correction of your Personal Data in accordance with the provisions of the PDPO. Any such request for access to and/or correction of your Personal Data should be in writing and sent to the Personal Data Privacy Officer of the Share Registrar by post or by email to PrivacyOfficer@computershare.com.hk.