

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

CCIDConsulting

賽迪顧問股份有限公司

CCID CONSULTING COMPANY LIMITED*

(a joint stock limited company incorporated in the People's Republic of China)

(Stock code: 02176)

www.ccidconsulting.com

**ANNOUNCEMENT
CONTINUING CONNECTED TRANSACTIONS
PROPOSED CHANGE OF INDEPENDENT
NON-EXECUTIVE DIRECTOR
AND CHANGE OF HONG KONG H SHARE REGISTRAR AND
TRANSFER OFFICE**

CONTINUING CONNECTED TRANSACTIONS

The Board hereby announces that on 10 December 2024, the following Framework Agreements were entered into by the Company and CCID:

1. Framework Agreement 1;
2. Framework Agreement 2;
3. Framework Agreement 3;
4. Framework Agreement 4;
5. Framework Agreement 5;
6. Framework Agreement 6; and
7. Framework Agreement 7.

CCID is the ultimate actual controlling shareholder of the Company and holds approximately 70.14% of the total issued share capital of the Company as at the date of this announcement. CCID and its associates are connected persons of the Company under the Main Board Listing Rules, while the Framework Agreements and the transactions thereunder constitute continuing connected transactions of the Company under Chapter 14A of the Main Board Listing Rules.

Pursuant to the requirements of Rule 14A.81 of the Main Board Listing Rules, a series of transactions will be aggregated if they were completed within a 12-month period or are otherwise related. Therefore, each category has been aggregated with the following percentage ratios:

- (1) For the category of decision-making consulting services, the applicable percentage ratios (other than the profits ratio and equity capital ratio) for the Framework Agreement 1 and the Framework Agreement 2 in aggregate do not exceed 25%, and the total consideration is less than HK\$10 million. Pursuant to the requirements of Rule 14A.76(2) of the Main Board Listing Rules, such transactions are exempt from the circular, independent financial advice and shareholders' approval requirements but are subject to the reporting, announcement and annual review requirements under Chapter 14A of the Main Board Listing Rules.
- (2) For the category of data platform services, the applicable percentage ratios (other than the profits ratio and equity capital ratio) for the Framework Agreement 3 and the Framework Agreement 4 in aggregate do not exceed 25%, and the total consideration is less than HK\$10 million. Pursuant to the requirements of Rule 14A.76(2) of the Main Board Listing Rules, such transactions are exempt from the circular, independent financial advice and shareholders' approval requirements but are subject to the reporting, announcement and annual review requirements under Chapter 14A of the Main Board Listing Rules.
- (3) For the category of science and technology innovation platform services, the applicable percentage ratios (other than the profits ratio and equity capital ratio) for the Framework Agreement 5 and the Framework Agreement 6 in aggregate do not exceed 25%, and the total consideration is less than HK\$10 million. Pursuant to the requirements of Rule 14A.76(2) of the Main Board Listing Rules, such transactions are exempt from the circular, independent financial advice and shareholders' approval requirements but are subject to the reporting, announcement and annual review requirements under Chapter 14A of the Main Board Listing Rules.

(4) For the category of administration services, the applicable percentage ratios (other than the profits ratio and equity capital ratio) for the Framework Agreement 7 do not exceed 25%, and the total consideration is less than HK\$10 million. Pursuant to the requirements of Rule 14A.76(2) of the Main Board Listing Rules, such transactions are exempt from the circular, independent financial advice and shareholders' approval requirements but are subject to the reporting, announcement and annual review requirements under Chapter 14A of the Main Board Listing Rules.

Amongst the Directors, Mr. Fu Changwen is the chairman of Beijing CCID Tiandi Investment Management Company Limited* (北京賽迪天地投資管理有限公司), a wholly-owned subsidiary of CCID Group Co and the general manager of Beijing CCID Technology Limited Company* (北京賽迪科創技術有限公司), a wholly-owned subsidiary of CCID Group Co. CCID Group Co is ultimately held by CCID, the actual controlling shareholder, and is an associate of CCID. Therefore, Mr. Fu Changwen is deemed to be materially interested in the Continuing Connected Transactions and has abstained from voting on the resolutions in relation to the respective Framework Agreements as mentioned above at the Board meeting. Save as disclosed above, none of the Directors is required to abstain or has abstained from voting on the Board resolutions to approve the respective Framework Agreements as mentioned above pursuant to the Articles of Association and the Main Board Listing Rules.

BACKGROUND

The Board hereby announces that on 10 December 2024, the following Framework Agreements were entered into by the Company and CCID:

1. Framework Agreement 1;
2. Framework Agreement 2;
3. Framework Agreement 3;
4. Framework Agreement 4;
5. Framework Agreement 5;
6. Framework Agreement 6; and
7. Framework Agreement 7.

1. Framework Agreement 1

Date: 10 December 2024

Parties: (i) CCID (for itself and on behalf of its associates); and
(ii) the Company (for itself and on behalf of its subsidiaries)

Major terms:

- (i) Pursuant to the Framework Agreement 1, the Company and/or its subsidiaries shall, at the request of CCID and/or its associates, provide specific decision-making consulting services such as decision-making consulting services, including regional strategy, park consulting, industrial planning, executive research and feasibility study, investment and financing, and digitalization transformation to CCID and/or its associates during the period from 1 January 2025 to 31 December 2027.
- (ii) The Company and/or its subsidiaries shall have the right to provide decision-making consulting services to any third parties.
- (iii) Continuing connected transactions between CCID and/or its associates and the Company and/or its subsidiaries under the Framework Agreement 1 shall be confirmed by orders or otherwise by signing separate agreements, provided that such confirmation by orders and separate agreements shall neither act beyond the bounds of any terms, requirements and relevant annual caps thereof, nor constitute new categories of continuing connected transactions. In case of any breach, the Company shall comply with the relevant requirements under the Main Board Listing Rules accordingly.

Pricing policies:

For the decision-making consulting services provided by the Company and/or its subsidiaries to CCID and/or its associates, the Company and/or its subsidiaries will charge CCID and/or its associates at the prevailing market price, which is the price offered by the Company and/or its subsidiaries to independent third parties for such decision-making consulting services on normal commercial terms and in the ordinary and usual course of business.

For the services provided to CCID and/or its associates, the office of the Company and/or its subsidiaries shall be responsible for the collection of the prevailing market price, which is determined on the basis of the following principles:

- (i) with reference to the current market prices obtained from at least two other customers or vendors or independent third parties in the PRC market for providing the same or substantially similar services with comparable quantities or service quality on normal commercial terms;
- (ii) if there are not sufficient comparable transactions in (i) above to determine the prevailing market price, by reference to the comparison between the average price of similar services previously provided by one of such parties on normal commercial terms and the prices offered by the relevant party to independent third parties.

In respect of the Framework Agreement 1, the project management department of the Company and/or its subsidiaries shall be responsible for determining the historical transaction price for such services provided to CCID and/or its associates, or for such similar services provided to the independent third parties of the Company.

The financial department of the Company and/or its subsidiaries shall be responsible for assessing the calculation of the cost for providing relevant services from the following aspects and determining the current cost price of such services upon adding a reasonable margin, which is generally around 10–20%, subject to appropriate adjustment due to factors such as specific business size, required techniques and complexity of the project and may go beyond the percentage range:

- (a) the number of work days and the number of staff required for providing such services;
- (b) the market rate of staff cost per day per person for the determination of the total staff cost;
- (c) the relevant overheads allocated for the provision of such services; and
- (d) the price quoted by the Company and/or its subsidiaries to other independent third party customers, the average price of similar services previously provided and the level of fees charged by the Company's competitors in the market, if any.

The financial department of the Company and/or its subsidiaries will select a price, which shall be the higher of the prevailing market price and the current cost price provided by the above departments, as the actual transaction price for the transactions under the Framework Agreement 1 and to evaluate whether such actual transaction price is fair and reasonable by reference to the historical

transaction price, so as to ensure it is not less favorable to the Company and/or its subsidiaries than the price obtained by independent third parties in comparable transactions; and the transactions under the Framework Agreement 1 are conducted on the terms under the Framework Agreement 1 and normal commercial terms, without prejudice to the interests of the Company and its shareholders as a whole.

Payment method:

Unless otherwise agreed by CCID and/or its associates and the Company and/or its subsidiaries, the fees payable by each of CCID and/or its associates and the Company and/or its subsidiaries to the other party(ies) in accordance with the Framework Agreement 1 shall be determined on a quarterly basis from the effective date of the Framework Agreement 1. The determination shall take place within 20 days after the end of each quarter, and then any amount payable resulting from such determination shall be paid in cash within 15 days after the completion of such determination.

Reasons for and benefits of entering into the Framework Agreement 1:

- (i) With its relatively flexible management system, the Company and/or its subsidiaries have integrated their resources accumulated from governmental and corporate clients and established a public-private cooperation platform based on the provision of industry planning to the governments and strategy management and consultancy services to enterprises, thereby promoting exchanges and cooperation between governments and enterprises and introducing investment to governments and providing project investment and site selection service for enterprises, which have extended the consultancy service chain and further enhanced the value of the consultancy services. Meanwhile, through its branches in places such as Shanghai, Shenzhen, Guangzhou, Xi'an, Wuhan and Chengdu, the Company and/or its subsidiaries have increased their efforts in regional market expansion by proactively providing services to clients from high-tech zones, development zones and industry cluster districts, enjoying relatively strong advantages in securing clients from key area markets and various park zones.
- (ii) CCID and/or its associates and the Company and/or its subsidiaries intend to establish a long-term cooperative relationship for the expansion of their own business and the extension of their influence by leveraging on their respective business strengths.
- (iii) The Company will become more efficient in managing and regulating the transactions under the decision-making consulting service revenues.

2. Framework Agreement 2

Date: 10 December 2024

Parties: (i) the Company (for itself and on behalf of its subsidiaries); and
(ii) CCID (for itself and on behalf of its associates)

Major terms:

- (i) Pursuant to the Framework Agreement 2, CCID and/or its associates shall, at the request of the Company and/or its subsidiaries, provide specific decision-making consulting services such as decision-making consulting services, including regional strategy, park consulting, industrial planning, executive research and feasibility study, investment and financing, and digitalization transformation to the Company and/or its subsidiaries during the period from 1 January 2025 to 31 December 2027.
- (ii) Continuing connected transactions between the Company and/or its subsidiaries and CCID and/or its associates under the Framework Agreement 2 shall be confirmed by the Company and/or its subsidiaries and CCID and/or its associates by orders or otherwise by signing separate agreements, provided that such confirmation by orders and separate agreements shall neither act beyond the bounds of any terms, requirements and relevant annual caps thereof, nor constitute new categories of continuing connected transactions. In case of any breach, the Company shall comply with the relevant requirements under the Main Board Listing Rules accordingly.

Pricing policies:

For the decision-making consulting services provided by CCID and/or its associates to the Company and/or its subsidiaries, CCID and/or its associates will charge the Company and/or its subsidiaries at the prevailing market price, which is the price offered by CCID and/or its associates to independent third parties for such decision-making consulting services on normal commercial terms and in the ordinary and usual course of business.

For the services obtained from CCID and/or its associates, the office of the Company and/or its subsidiaries shall be responsible for the collection of the prevailing market price, which is determined on the basis of the following principles:

- (i) with reference to the current market prices obtained from at least two other customers or vendors or independent third parties in the PRC market for providing the same or substantially similar services with comparable quantities or service quality on normal commercial terms;

- (ii) if there are not sufficient comparable transactions in (i) above to determine the prevailing market price, by reference to the comparison between the average price of similar services previously provided by one of such parties on normal commercial terms and the prices offered by the relevant party to independent third parties.

In respect of the Framework Agreement 2, the project management department of the Company and/or its subsidiaries shall be responsible for determining the historical transaction price for such services provided by CCID and/or its associates or independent third parties to the Company and/or its subsidiaries.

The financial department of the Company and/or its subsidiaries will compare the above prevailing market price with the price quoted by CCID and/or its associates, and select a price, which shall not be less favorable than the lowest price, as the actual transaction price for the transactions under the Framework Agreement 2 and to evaluate whether such actual transaction price is fair and reasonable by reference to the historical transaction price; and the transactions under the Framework Agreement 2 are conducted on the terms under the Framework Agreement 2 and normal commercial terms, without prejudice to the interests of the Company and its shareholders as a whole.

Payment method:

Unless otherwise agreed by the Company and/or its subsidiaries and CCID and/or its associates, the fees payable by each of the Company and/or its subsidiaries and CCID and/or its associates to the other party(ies) in accordance with the Framework Agreement 2 shall be determined on a quarterly basis from the effective date of the Framework Agreement 2. The determination shall take place within 20 days after the end of each quarter, and then any amount payable resulting from such determination shall be paid in cash within 15 days after the completion of such determination.

Reasons for and benefits of entering into the Framework Agreement 2:

- (i) CCID is a research institution directly under the Ministry of Industry and Information Technology (the “MIIT”) of the People’s Republic of China, while the Company is a joint stock company. For projects involving the provision of consultancy services in respect of national industry policy research and industry planning for relevant departments of the MIIT and industrial development planning and park planning for certain local governments, the Company is not able to participate therein due to information confidentiality requirements. Meanwhile, CCID and/or its associates have grade A qualification certificate of engineering consultation, and the Company and/or its subsidiaries only have grade C qualification certificate. In bidding and tendering for some consultation projects and conducting feasibility demonstration of projects and strategies, the

Company and/or its subsidiaries cannot directly provide services to the clients and have to engage CCID and/or its associates to do so if such clients require relevant qualification.

- (ii) The Company and/or its subsidiaries and CCID and/or its associates intend to establish a long-term cooperative relationship for the expansion of their own business and the extension of their influence by leveraging on their respective business strengths.
- (iii) The Company will become more efficient in managing and regulating the transactions under the decision-making consulting service expenses.

Nature and details of services under the Framework Agreement 1 and the Framework Agreement 2:

Each of the Framework Agreement 1 and the Framework Agreement 2 is the framework agreement for decision-making consulting service revenues and expenses entered into between the Company and CCID respectively.

Decision-making consulting services include the provision of industrial development, transformation and upgrading planning, urban economy development planning, industrial park planning, park investment promotion planning and other consultancy services to governmental clients. They also include assisting enterprises in remodeling corporate vision, setting development direction, establishing development goals, analyzing business portfolio, formulating competition strategies, optimizing corporate management process and promoting operation efficiency, which specifically comprise corporate development strategy, group management and control, division of labor and performance appraisal system as well as marketing consultation.

3. Framework Agreement 3

Date: 10 December 2024

Parties: (i) CCID (for itself and on behalf of its associates); and
(ii) the Company (for itself and on behalf of its subsidiaries)

Major terms:

- (i) Pursuant to the Framework Agreement 3, the Company and/or its subsidiaries shall, at the request of CCID and/or its associates, provide data platform services such as industry data and digital technology-driven data analytics and decision-making services to CCID and/or its associates during the period from 1 January 2025 to 31 December 2027.

- (ii) The Company and/or its subsidiaries shall have the right to provide data platform services to any third parties.
- (iii) Continuing connected transactions between CCID and/or its associates and the Company and/or its subsidiaries under the Framework Agreement 3 shall be confirmed by orders or otherwise by signing separate agreements, provided that such confirmation by orders and separate agreements shall neither act beyond the bounds of any terms, requirements and relevant annual caps thereof, nor constitute new categories of continuing connected transactions. In case of any breach, the Company shall comply with the relevant requirements under the Main Board Listing Rules accordingly.

Pricing policies:

For the data platform services provided by the Company and/or its subsidiaries to CCID and/or its associates, the Company and/or its subsidiaries will charge CCID and/or its associates at the prevailing market price, which is the price offered by the Company and/or its subsidiaries to independent third parties for such data platform services on normal commercial terms and in the ordinary and usual course of business.

For the services provided to CCID and/or its associates, the office of the Company and/or its subsidiaries shall be responsible for the collection of the prevailing market price, which is determined on the basis of the following principles:

- (i) with reference to the current market prices obtained from at least two other customers or vendors or independent third parties in the PRC market for providing the same or substantially similar services with comparable quantities or service quality on normal commercial terms;
- (ii) if there are not sufficient comparable transactions in (i) above to determine the prevailing market price, by reference to the comparison between the average price of similar services previously provided by one of such parties on normal commercial terms and the prices offered by the relevant party to independent third parties.

In respect of the Framework Agreement 3, the project management department of the Company and/or its subsidiaries shall be responsible for determining the historical transaction price for such services provided to CCID and/or its associates, or for such similar services provided to the independent third parties of the Company.

The financial department of the Company and/or its subsidiaries shall be responsible for assessing the calculation of the cost for providing relevant services from the following aspects and determining the current cost price of such services upon

adding a reasonable margin, which is generally around 10–20%, subject to appropriate adjustment due to factors such as specific business size, required techniques and complexity of the project and may go beyond the percentage range:

- (a) the number of work days and the number of staff required for providing such services;
- (b) the market rate of staff cost per day per person for the determination of the total staff cost;
- (c) the relevant overheads allocated for the provision of such services; and
- (d) the price quoted by the Company and/or its subsidiaries to other independent third party customers, the average price of similar services previously provided and the level of fees charged by the Company's competitors in the market, if any.

The financial department of the Company and/or its subsidiaries will select a price, which shall be the higher of the prevailing market price and the current cost price provided by the above departments, as the actual transaction price for the transactions under the Framework Agreement 3 and to evaluate whether such actual transaction price is fair and reasonable by reference to the historical transaction price, so as to ensure it is not less favorable to the Company and/or its subsidiaries than the price obtained by independent third parties in comparable transactions; and the transactions under the Framework Agreement 3 are conducted on the terms under the Framework Agreement 3 and normal commercial terms, without prejudice to the interests of the Company and its shareholders as a whole.

Payment method:

Unless otherwise agreed by CCID and/or its associates and the Company and/or its subsidiaries, the fees payable by each of CCID and/or its associates and the Company and/or its subsidiaries to the other party(ies) in accordance with the Framework Agreement 3 shall be determined on a quarterly basis from the effective date of the Framework Agreement 3. The determination shall take place within 20 days after the end of each quarter, and then any amount payable resulting from such determination shall be paid in cash within 15 days after the completion of such determination.

Reasons for and benefits of entering into the Framework Agreement 3:

- (i) With the comprehensive deepening of global digitization, the comprehensive popularization of digital technologies such as artificial intelligence, cloud computing, and big data, and especially the rapid development of disruptive technologies such as AIGC and GPT, enterprises have entered the key stage of digital transformation in a comprehensive manner, and the demand for the transformation itself has put forward a rigid demand for consulting services.

The Group proactively responded to market demand, accelerated business innovation, stabilized its research base, expanded its consulting base, initiated new dynamics in implementation, and kicked off its Business 3.0 strategy to promote “research + consulting + implementation” innovative integrated services. Entering into the Framework Agreement 3 has extended the consultancy service chain and further enhanced the value of the consultancy services.

- (ii) The Company and/or its subsidiaries and CCID and/or its associates intend to establish a long-term cooperative relationship for the expansion of their own business and the extension of their influence by leveraging on their respective business strengths.
- (iii) The Company will become more efficient in managing and regulating the transactions under the data platform service revenues.

4. Framework Agreement 4

Date: 10 December 2024

Parties: (i) the Company (for itself and on behalf of its subsidiaries); and
(ii) CCID (for itself and on behalf of its associates)

Major terms:

- (i) Pursuant to the Framework Agreement 4, CCID and/or its associates shall, at the request of the Company and/or its subsidiaries, provide data platform services such as industry data and digital technology-driven data analytics and decision-making services to the Company and/or its subsidiaries during the period from 1 January 2025 to 31 December 2027.
- (ii) Continuing connected transactions between the Company and/or its subsidiaries and CCID and/or its associates under the Framework Agreement 4 shall be confirmed by the Company and/or its subsidiaries and CCID and/or its associates by orders or otherwise by signing separate agreements, provided that such confirmation by orders and separate agreements shall neither act beyond the bounds of any terms, requirements and relevant annual caps thereof, nor constitute new categories of continuing connected transactions. In case of any breach, the Company shall comply with the relevant requirements under the Main Board Listing Rules accordingly.

Pricing policies:

For the data platform services provided by CCID and/or its associates to the Company and/or its subsidiaries, CCID and/or its associates will charge the Company and/or its subsidiaries at the prevailing market price, which is the price

offered by CCID and/or its associates to independent third parties for such data platform services on normal commercial terms and in the ordinary and usual course of business.

For the services obtained from CCID and/or its associates, the office of the Company and/or its subsidiaries shall be responsible for the collection of the prevailing market price, which is determined on the basis of the following principles:

- (i) with reference to the current market prices obtained from at least two other customers or vendors or independent third parties in the PRC market for providing the same or substantially similar services with comparable quantities or service quality on normal commercial terms;
- (ii) if there are not sufficient comparable transactions in (i) above to determine the prevailing market price, by reference to the comparison between the average price of similar services previously provided by one of such parties on normal commercial terms and the prices offered by the relevant party to independent third parties.

In respect of the Framework Agreement 4, the project management department of the Company and/or its subsidiaries shall be responsible for determining the historical transaction price for such services provided by CCID and/or its associates or independent third parties to the Company and/or its subsidiaries.

The financial department of the Company and/or its subsidiaries will compare the above prevailing market price with the price quoted by CCID and/or its associates, and select a price, which shall not be less favorable than the lowest price, as the actual transaction price for the transactions under the Framework Agreement 4 and to evaluate whether such actual transaction price is fair and reasonable by reference to the historical transaction price; and the transactions under the Framework Agreement 4 are conducted on the terms under the Framework Agreement 4 and normal commercial terms, without prejudice to the interests of the Company and its shareholders as a whole.

Payment method:

Unless otherwise agreed by the Company and/or its subsidiaries and CCID and/or its associates, the fees payable by each of the Company and/or its subsidiaries and CCID and/or its associates to the other party(ies) in accordance with the Framework Agreement 4 shall be determined on a quarterly basis from the effective date of the Framework Agreement 4. The determination shall take place within 20 days after the end of each quarter, and then any amount payable resulting from such determination shall be paid in cash within 15 days after the completion of such determination.

Reasons for and benefits of entering into the Framework Agreement 4:

- (i) The Company and/or its subsidiaries and CCID and/or its associates intend to establish a long-term cooperative relationship for the expansion of their own business and the extension of their influence by leveraging on their respective business strengths.
- (ii) The Company will become more efficient in managing and regulating the transactions under the data platform service expenses.

Nature and details of services under the Framework Agreement 3 and the Framework Agreement 4:

Each of the Framework Agreement 3 and the Framework Agreement 4 is the framework agreement for data platform service revenues and expenses entered into between the Company and CCID respectively.

Data platform services include the provision of data platform services such as industry data and digital technology-driven data analytics and decision-making services to governmental clients, which specifically comprise the provision of professional consulting services to enterprises to help them solve various problems encountered in the process of digital transformation, including technology selection, system integration, project management and so on, and the provision of intelligent means of auxiliary analysis to help customers provide better and more efficient decision-making.

5. Framework Agreement 5

Date: 10 December 2024

Parties: (i) CCID (for itself and on behalf of its associates); and
(ii) The Company (for itself and on behalf of its subsidiaries)

Major terms:

- (i) Pursuant to the Framework Agreement 5, the Company and/or its subsidiaries shall, at the request of CCID and/or its associates, provide a comprehensive range of services such as science and technology innovation platform services, including science and technology innovation center operation, brand conferences and exhibitions to CCID and/or its associates during the period from 1 January 2025 to 31 December 2027.
- (ii) The Company and/or its subsidiaries shall have the right to provide science and technology innovation platform services to any third parties.

- (iii) Continuing connected transactions between CCID and/or its associates and the Company and/or its subsidiaries under the Framework Agreement 5 shall be confirmed by orders or otherwise by signing separate agreements, provided that such confirmation by orders and separate agreements shall neither act beyond the bounds of any terms, requirements and relevant annual caps thereof, nor constitute new categories of continuing connected transactions. In case of any breach, the Company shall comply with the relevant requirements under the Main Board Listing Rules accordingly.

Pricing policies:

For the science and technology innovation platform services provided by the Company and/or its subsidiaries to CCID and/or its associates, the Company and/or its subsidiaries will charge CCID and/or its associates at the prevailing market price, which is the price offered by the Company and/or its subsidiaries to independent third parties for such science and technology innovation platform services on normal commercial terms and in the ordinary and usual course of business.

For the services provided to CCID and/or its associates, the office of the Company and/or its subsidiaries shall be responsible for the collection of the prevailing market price, which is determined on the basis of the following principles:

- (i) with reference to the current market prices obtained from at least two other customers or vendors or independent third parties in the PRC market for providing the same or substantially similar services with comparable quantities or service quality on normal commercial terms;
- (ii) if there are not sufficient comparable transactions in (i) above to determine the prevailing market price, by reference to the comparison between the average price of similar services previously provided by one of such parties on normal commercial terms and the prices offered by the relevant party to independent third parties.

In respect of the Framework Agreement 5, the project management department of the Company and/or its subsidiaries shall be responsible for determining the historical transaction price for such services provided to CCID and/or its associates, or for such similar services provided to the independent third parties of the Company.

The financial department of the Company and/or its subsidiaries shall be responsible for assessing the calculation of the cost for providing relevant services from the following aspects and determining the current cost price of such services upon

adding a reasonable margin, which is generally around 10–20%, subject to appropriate adjustment due to factors such as specific business size, required techniques and complexity of the project and may go beyond the percentage range:

- (a) the number of work days and the number of staff required for providing such services;
- (b) the market rate of staff cost per day per person for the determination of the total staff cost;
- (c) the relevant overheads allocated for the provision of such services; and
- (d) the price quoted by the Company and/or its subsidiaries to other independent third party customers, the average price of similar services previously provided and the level of fees charged by the Company's competitors in the market, if any.

The financial department of the Company and/or its subsidiaries will select a price, which shall be the higher of the prevailing market price and the current cost price provided by the above departments, as the actual transaction price for the transactions under the Framework Agreement 5 and to evaluate whether such actual transaction price is fair and reasonable by reference to the historical transaction price, so as to ensure it is not less favorable to the Company and/or its subsidiaries than the price obtained by independent third parties in comparable transactions; and the transactions under the Framework Agreement 5 are conducted on the terms under the Framework Agreement 5 and normal commercial terms, without prejudice to the interests of the Company and its shareholders as a whole.

Payment method:

Unless otherwise agreed by CCID and/or its associates and the Company and/or its subsidiaries, the fees payable by each of CCID and/or its associates and the Company and/or its subsidiaries to the other party(ies) in accordance with the Framework Agreement 5 shall be determined on a quarterly basis from the effective date of the Framework Agreement 5. The determination shall take place within 20 days after the end of each quarter, and then any amount payable resulting from such determination shall be paid in cash within 15 days after the completion of such determination.

Reasons for and benefits of entering into the Framework Agreement 5:

- (i) The Group's decision-making consulting services mainly provide local governments and enterprises with services such as industry planning and development strategies. Upon completion of industrial planning, governments and enterprises usually gather resources, establish industrial business cards and create industrial IPs by organising industrial conferences or exhibitions, and the

Group's wholly-owned subsidiary, Beijing CCID Convention Company Ltd.* (北京賽迪會展有限公司) is a convention and exhibition company with industry influence and one of the few conventions and exhibitions companies that are familiar with servicing enterprises and have years of experience in cooperating with the government in the industry, and is qualified for organising international exhibitions in China and exhibitions abroad. In 2023, the Group set up CCID Science and Technology Innovation Centres in Pinghu, Zhejiang Province, Yanjiao, Hebei Province, Xiaogan, Hubei Province and Taicang, Jiangsu Province, etc., which have sufficient resources to provide government and enterprises with comprehensive services in industrial innovation, such as policy matching, enterprise attraction and cultivation, industrial leapfrogging, technology assistance and capital empowerment, etc. The entering into of the Framework Agreement 5 will improve and extend the decision-making consulting services provided by the Group to CCID and/or its associates, strengthen the service capability and broaden the revenue sources.

- (ii) The Company and/or its subsidiaries and CCID and/or its associates intend to establish a long-term cooperative relationship for the expansion of their own business and the extension of their influence by leveraging on their respective business strengths.
- (iii) The Company will become more efficient in managing and regulating the transactions under the science and technology innovation platform service revenues.

6. Framework Agreement 6

Date: 10 December 2024

Parties: (i) the Company (for itself and on behalf of its subsidiaries); and
(ii) CCID (for itself and on behalf of its associates)

Major terms:

- (i) Pursuant to the Framework Agreement 6, CCID and/or its associates shall, at the request of the Company and/or its subsidiaries, provide a comprehensive range of services such as science and technology innovation platform services, including science and technology innovation center operation, brand conferences and exhibitions to the Company and/or its subsidiaries during the period from 1 January 2025 to 31 December 2027.
- (ii) Individual continuing connected transactions between the Company and/or its subsidiaries and CCID and/or its associates under the Framework Agreement 6 shall be confirmed by the Company and/or its subsidiaries and CCID and/or its associates by orders or otherwise by signing separate agreements, provided that

such confirmation by orders and separate agreements shall neither act beyond the bounds of any terms, requirements and relevant annual caps thereof, nor constitute new categories of continuing connected transactions. In case of any breach, the Company shall comply with the relevant requirements under the Main Board Listing Rules accordingly.

Pricing policies:

For the science and technology innovation platform services provided by CCID and/or its associates to the Company and/or its subsidiaries, CCID and/or its associates will charge the Company and/or its subsidiaries at the prevailing market price, which is the price offered by CCID and/or its associates to independent third parties for such science and technology innovation platform services on normal commercial terms and in the ordinary and usual course of business.

For the services obtained from CCID and/or its associates, the office of the Company and/or its subsidiaries shall be responsible for the collection of the prevailing market price, which is determined on the basis of the following principles:

- (i) with reference to the current market prices obtained from at least two other customers or vendors or independent third parties in the PRC market for providing the same or substantially similar services with comparable quantities or service quality on normal commercial terms;
- (ii) if there are not sufficient comparable transactions in (i) above to determine the prevailing market price, by reference to the comparison between the average price of similar services previously provided by one of such parties on normal commercial terms and the prices offered by the relevant party to independent third parties.

In respect of the Framework Agreement 6, the project management department of the Company and/or its subsidiaries shall be responsible for determining the historical transaction price for such services provided by CCID and/or its associates or independent third parties to the Company and/or its subsidiaries.

The financial department of the Company and/or its subsidiaries will compare the above prevailing market price with the price quoted by CCID and/or its associates, and select a price, which shall not be less favorable than the lowest price, as the actual transaction price for the transactions under the Framework Agreement 6 and to evaluate whether such actual transaction price is fair and reasonable by reference to the historical transaction price; and the transactions under the Framework Agreement 6 are conducted on the terms under the Framework Agreement 6 and normal commercial terms, without prejudice to the interests of the Company and its shareholders as a whole.

Payment method:

Unless otherwise agreed by the Company and/or its subsidiaries and CCID and/or its associates, the fees payable by each of the Company and/or its subsidiaries and CCID and/or its associates to the other party(ies) in accordance with the Framework Agreement 6 shall be determined on a quarterly basis from the effective date of the Framework Agreement 6. The determination shall take place within 20 days after the end of each quarter, and then any amount payable resulting from such determination shall be paid in cash within 15 days after the completion of such determination.

Reasons for and benefits of entering into the Framework Agreement 6:

- (i) The Company and/or its subsidiaries and CCID and/or its associates intend to establish a long-term cooperative relationship for the expansion of their own business and the extension of their influence by leveraging on their respective business strengths.
- (ii) The Company will become more efficient in managing and regulating the transactions under the science and technology innovation platform service expenses.

Nature and details of services under the Framework Agreement 5 and the Framework Agreement 6:

Each of the Framework Agreement 5 and the Framework Agreement 6 is the framework agreement for science and technology innovation platform service revenues and expenses entered into between the Company and CCID respectively.

Science and technology innovation platform service include the operation of the science and technology innovation centre and the provision of branded conferences and exhibitions for government clients. The operation of the science and technology innovation centre includes a series of services such as recruitment of innovative and high-growth enterprises, project introduction, park operation and industry cultivation. Branded conventions and exhibitions include hosting and organising domestic conventions and exhibitions for industry associations, enterprises and local governments, and providing systematic services for convention and exhibition events, including but not limited to planning, implementation and media cooperation.

7. Framework Agreement 7

Reference is made to the announcement of the Company dated 17 December 2021 in relation to, among other things, the administration service expenses framework agreement entered into between the Company and CCID on 17 December 2021. The framework agreement will expire on 31 December 2024. The Group expects to continue to require CCID and/or its associates to provide administration services in respect of, among other matters, house leasing, property management, technical services and telephone and translation to the Company and/or its subsidiaries. Accordingly, the Board announces that it has approved the Company to enter into the Framework Agreement 7 on 10 December 2024.

Date: 10 December 2024

Parties: (i) The Company (for itself and on behalf of its subsidiaries); and
(ii) CCID (for itself and on behalf of its associates)

Major terms:

- (i) Pursuant to the Framework Agreement 7, CCID and/or its associates shall, at the request of the Company and/or its subsidiaries, provide administration services in respect of, among other matters, house leasing, property management, technical services and telephone and translation to the Company and/or its subsidiaries during the period from 1 January 2025 to 31 December 2027.
- (ii) Individual continuing connected transactions between the Company and/or its subsidiaries and CCID and/or its associates under the Framework Agreement 7 shall be confirmed by the Company and/or its subsidiaries and CCID and/or its associates by orders or otherwise by signing separate agreements, provided that such confirmation by orders and separate agreements shall neither act beyond the bounds of any terms, requirements and relevant annual caps thereof, nor constitute new categories of continuing connected transactions. In case of any breach, the Company shall comply with the relevant requirements under the Main Board Listing Rules accordingly.

Pricing policies:

For the administration services provided by CCID and/or its associates to the Company and/or its subsidiaries, CCID and/or its associates will charge the Company and/or its subsidiaries at the prevailing market price, which is the price offered by CCID and/or its associates to independent third parties for such administration services on normal commercial terms and in the ordinary and usual course of business.

For the services obtained from CCID and/or its associates, the office of the Company and/or its subsidiaries shall be responsible for the collection of the prevailing market price, which is determined on the basis of the following principles:

- (i) with reference to the current market prices obtained from at least two other customers or vendors or independent third parties in the PRC market for providing the same or substantially similar services with comparable quantities or service quality on normal commercial terms;
- (ii) if there are not sufficient comparable transactions in (i) above to determine the prevailing market price, by reference to the comparison between the average price of similar services previously provided by one of such parties on normal commercial terms and the prices offered by the relevant party to independent third parties.

In respect of the Framework Agreement 7, the project management department of the Company and/or its subsidiaries shall be responsible for determining the historical transaction price for such services provided by CCID and/or its associates or independent third parties to the Company and/or its subsidiaries.

The financial department of the Company and/or its subsidiaries will compare the above prevailing market price with the price quoted by CCID and/or its associates, and select a price, which shall not be less favorable than the lowest price, as the actual transaction price for the transactions under the Framework Agreement 7 and to evaluate whether such actual transaction price is fair and reasonable by reference to the historical transaction price; and the transactions under the Framework Agreement 7 are conducted on the terms under the Framework Agreement 7 and normal commercial terms, without prejudice to the interests of the Company and its shareholders as a whole.

Payment method:

Unless otherwise agreed by the Company and/or its subsidiaries and CCID and/or its associates, the fees payable by each of the Company and/or its subsidiaries and CCID and/or its associates to the other party(ies) in accordance with the Framework Agreement 7 shall be determined on a quarterly basis from the effective date of the Framework Agreement 7. The determination shall take place within 20 days after the end of each quarter, and then any amount payable resulting from such determination shall be paid in cash within 15 days after the completion of such determination.

Reasons for and benefits of entering into the Framework Agreement 7:

- (i) The Company and/or its subsidiaries have strong capability and extensive experience in decision-making consulting services, data platform services, science and technology innovation platform services as well as marketing and

publicity, while CCID and/or its associates possess extensive information and channel resources and an edge in marketing, publicity and administration services.

- (ii) The Company and/or its subsidiaries and CCID and/or its associates intend to establish a long-term cooperative relationship for the expansion of their own business and the extension of their influence by leveraging on their respective business strengths.
- (iii) The Company will become more efficient in managing and regulating the transactions under the administration service expenses.

Nature and details of services under the Framework Agreement 7:

The Framework Agreement 7 is the Administration Service Expenses Framework Agreement entered into between the Company and CCID.

Due to the requirements of their projects, the Company and/or its subsidiaries may rent a separate conference room for the project team from CCID and/or its associates. As an enormous amount of translation works is required for the commencement of the businesses, and CCID and/or its associates have professional translation companies, the Company and/or its subsidiaries will cooperate with CCID and/or its associates every year in this regard.

INTERNAL CONTROL

The Group has formulated a series of measures and policies including contract policies, project management policies and connected transaction administrative measures to ensure that the Continuing Connected Transactions are conducted in accordance with the Framework Agreements and their pricing policies. The Framework Agreements and the transactions contemplated thereunder will be examined and approved by various internal departments of the Company, thus ensuring that the terms of such agreements are in compliance with relevant regulatory guidelines, if applicable, and market practices, and do not deviate from the terms of the Framework Agreements as disclosed in this announcement. The internal departments of the Company will also monitor the implementation of the Framework Agreements and the process of the transactions on a regular basis.

In addition, the management of the Company will review its pricing policies on a regular basis; the independent non-executive Directors of the Company will conduct an annual review of the implementation and the enforcement of the Continuing Connected Transactions (including the relevant pricing mechanism); the auditors of the Company will perform evaluation and review of the internal control measures of the Company annually and review the Continuing Connected Transactions under the Framework Agreements annually in accordance with the requirements of the Main Board Listing

Rules to ensure, among other things, that such transactions are conducted in accordance with the pricing policies of the Company and relevant agreements, if any, that govern the transactions.

Therefore, the Company is of the view that adequate mechanism, internal control procedures and external supervision measures are in place to ensure that the Continuing Connected Transactions are in strict compliance with relevant regulatory guidelines and the terms of the Framework Agreements.

HISTORICAL ANNUAL CAPS

The following table sets out the historical annual caps for the relevant continuing connected transactions for the three financial years ending 31 December 2024:

	For the year ended 31 December 2022 RMB	For the year ended 31 December 2023 RMB	For the year ended 31 December 2024 RMB
The information consultancy and supervision services revenue framework agreement dated 17 December 2021 and entered into between the Company and CCID	5,000,000	5,000,000	5,000,000
The information consultancy and supervision services expense framework agreement dated 17 December 2021 and entered into between the Company and CCID	3,200,000	3,200,000	3,200,000
The management and strategy consultancy services revenue framework agreement dated 17 December 2021 and entered into between the Company and CCID	6,000,000	6,000,000	6,000,000
The management and strategy consultancy services expense framework agreement dated 17 December 2021 and entered into between the Company and CCID	2,200,000	2,200,000	2,200,000
Administration service expenses framework agreement entered into between the Company and CCID on 17 December 2021	4,000,000	4,200,000	4,410,000

HISTORICAL ACTUAL AMOUNTS

The following table sets out the historical amounts of the relevant continuing connected transactions for the two financial years ended 31 December 2022 and 31 December 2023 and the eleven months ended 30 November 2024:

Transactions	For the year ended 31 December 2022	For the year ended 31 December 2023	For the eleven months ended 30 November 2024 (unaudited)
	<i>RMB</i>	<i>RMB</i>	<i>RMB</i>
The Group's revenue from the provision of decision-making consulting services	2,287,000	1,689,000	1,632,000
The Group's expense on decision-making consulting services	1,315,000	1,802,000	649,000
The Group's revenue from the provision of data platform services	—	64,000	32,000
The Group's expense on data platform services	—	—	354,000
The Group's revenue from the provision of science and technology innovation platform services	—	1,745,000	—
The Group's expense on science and technology innovation platform services	—	86,000	—
The Group's expense on administrative services	2,071,000	3,400,000	1,394,000

Each of the above historical transaction amounts in respect of the Group's revenue from the provision of decision-making consulting services, the Group's expense on decision-making consulting services, the Group's revenue from the provision of data platform services, the Group's expense on data platform services, the Group's revenue from the provision of science and technology innovation platform services and the Group's expense on science and technology innovation platform services for the two financial years ended 31 December 2022 and 31 December 2023 and the eleven months ended 30 November 2024 are below the minimum exemption level stipulated in Rule 14A.76(1) of the Main Board Listing Rules

PROPOSED ANNUAL CAPS

The following table sets out the proposed annual caps for the transactions contemplated under each of the Framework Agreements for the three years ending 31 December 2025, 2026 and 2027:

	For the year ended 31 December 2025 RMB	For the year ended 31 December 2026 RMB	For the year ended 31 December 2027 RMB
Framework Agreement 1	6,250,000	6,250,000	6,250,000
Framework Agreement 2	2,650,000	2,650,000	2,650,000
Framework Agreement 3	5,000,000	5,000,000	5,000,000
Framework Agreement 4	3,000,000	3,000,000	3,000,000
Framework Agreement 5	3,000,000	3,000,000	3,000,000
Framework Agreement 6	3,500,000	3,500,000	3,500,000
Framework Agreement 7	7,850,000	8,100,000	8,400,000

The Group firmly implemented its Business 3.0 strategy, actively responded to the market demands, further expanded the consulting base and activated the new kinetic energy for implementation to expand the regional economy by focusing on the urban economy and park economy and to strengthen the technology services based on the CCID Industrial Brain and CCID Digital Technology. In line with the Group's Business 3.0 strategy and business development direction, the previous revenue classification was adjusted to decision-making consulting services, data platform services and science and technology innovation platform services. This renewal of the Framework Agreement for Continuing Connected Transactions is adjusted to be consistent with the Group's revenue classification.

BASIS FOR DETERMINING THE ANNUAL CAPS

The above annual caps have been determined with reference to the following factors: (i) the historical transaction amounts of the respective continuing connected transactions for the two financial years ended 31 December 2022 and 31 December 2023 and eleven months ended 30 November 2024; (ii) the historical growth trend of the Group's operating revenue by business segments, benefited from precise execution of strategic layout and efficient operation management. For the year ended 31 December 2023, the Group gained operating revenue of RMB278 million, an increase of approximately 37% over the same period last year. Of these, there was an increase of approximately 15% in decision-making consulting services, an increase of approximately 207% in data platform services and an increase of approximately 481% in science and technology innovation platform services; (iii) the expected increase in the relevant costs due to the rise in labor and maintenance costs; (iv) in the future, the Group will continue to implement its

Business 3.0 strategy. The increase in the scale of the relevant Continuing Connected Transactions due to the continuously growing scale of the revenue from each business segment in the future, the increasingly diversified and systematized demand of the customers, and the closer cooperation between the Company and the connected companies as the Company develops its customers; and (v) the expected increase in the relevant costs due to business development.

TERMS

The terms of the Framework Agreements shall commence on 1 January 2025 and expire on 31 December 2027, and may be renewed by either party by giving 30 days prior notice in writing to the other party within four months before the date of expiry of the relevant Framework Agreement. With the written consents of both parties and subject to all the applicable requirements regarding continuing connected transactions under the Main Board Listing Rules, the expiration dates of the Framework Agreements may be extended to such other dates as agreed by both parties, provided that the term shall not normally exceed a period of three years. The agreement will be terminated on the expiry date if no written notice of extension is received.

CONDITIONS PRECEDENT

Each of the Framework Agreements will be effective upon the fulfillment of, among others, the following conditions:

1. the approval(s) of the board or any relevant decision-making bodies of CCID having been obtained;
2. the approval of the Board of the Company having been obtained; and
3. the requirements of the Main Board Listing Rules regarding continuing connected transactions having been complied with.

OPINIONS OF THE BOARD

The Directors (including the independent non-executive Directors) have approved the Framework Agreements and the transactions thereunder, and are of the view that the terms of the Framework Agreements are on normal commercial terms, fair and reasonable, and in the interests of the Company and its shareholders as a whole.

Amongst the Directors, Mr. Fu Changwen is the chairman of Beijing CCID Tiandi Investment Management Company Limited* (北京賽迪天地投資管理有限公司), a wholly-owned subsidiary of CCID Group Co and the general manager of Beijing CCID Technology Limited Company* (北京賽迪科創技術有限公司), a wholly-owned subsidiary of CCID Group Co. CCID Group Co is ultimately held by CCID, the actual controlling shareholder, and is an associate of CCID. Therefore, Mr. Fu Changwen is deemed to be materially interested in the Continuing Connected Transactions and has abstained from voting on the resolutions in relation to the respective Framework

Agreements as mentioned above at the Board meeting. Save as disclosed above, none of the Directors is required to abstain or has abstained from voting on the Board resolutions to approve the respective Framework Agreements as mentioned above pursuant to the Articles of Association and the Main Board Listing Rules.

IMPLICATIONS OF THE MAIN BOARD LISTING RULES

CCID is the ultimate controlling shareholder of the Company and holds approximately 70.14% of the total issued share capital of the Company as at the date of this announcement. CCID and its associates are connected persons of the Company under the Main Board Listing Rules, while the Framework Agreements and the transactions thereunder constitute continuing connected transactions of the Company under Chapter 14A of the Main Board Listing Rules.

Pursuant to the requirements of Rule 14A.81 of the Main Board Listing Rules, a series of transactions will be aggregated if they were completed within a 12-month period or are otherwise related. Therefore, each category has been aggregated with the following percentage ratios:

- (1) For the category of decision-making consulting services, the applicable percentage ratios (other than the profits ratio and equity capital ratio) for the Framework Agreement 1 and the Framework Agreement 2 in aggregate do not exceed 25%, and the total consideration is less than HK\$10 million. Pursuant to the requirements of Rule 14A.76(2) of the Main Board Listing Rules, such transactions are exempt from the circular, independent financial advice and shareholders' approval requirements but are subject to the reporting, announcement and annual review requirements under Chapter 14A of the Main Board Listing Rules.
- (2) For the category of data platform services, the applicable percentage ratios (other than the profits ratio and equity capital ratio) for the Framework Agreement 3 and the Framework Agreement 4 in aggregate do not exceed 25%, and the total consideration is less than HK\$10 million. Pursuant to the requirements of Rule 14A.76(2) of the Main Board Listing Rules, such transactions are exempt from the circular, independent financial advice and shareholders' approval requirements but are subject to the reporting, announcement and annual review requirements under Chapter 14A of the Main Board Listing Rules.
- (3) For the category of science and technology innovation platform services, the applicable percentage ratios (other than the profits ratio and equity capital ratio) for the Framework Agreement 5 and the Framework Agreement 6 in aggregate do not exceed 25%, and the total consideration is less than HK\$10 million. Pursuant to the requirements of Rule 14A.76(2) of the Main Board Listing Rules, such transactions are exempt from the circular, independent financial advice and shareholders' approval requirements but are subject to the reporting, announcement and annual review requirements under Chapter 14A of the Main Board Listing Rules.

- (4) For the category of administration services, the applicable percentage ratios (other than the profits ratio and equity capital ratio) for the Framework Agreement 7 do not exceed 25%, and the total consideration is less than HK\$10 million. Pursuant to the requirements of Rule 14A.76(2) of the Main Board Listing Rules, such transactions are exempt from the circular, independent financial advice and shareholders' approval requirements but are subject to the reporting, announcement and annual review requirements under Chapter 14A of the Main Board Listing Rules.

INFORMATION ON THE GROUP AND CONNECTED PERSONS

Information on the Group

The Group, a consultancy service provider, is committed to providing government agencies at all levels, industrial parks and enterprises, with (i) decision-making consulting services; (ii) data platform services; and (iii) science and technology innovation platform services.

Information on CCID

CCID, through CCID Group Co and CCID Riyue, has effective interests in 491,000,000 domestic shares (representing approximately 70.14% of the issued share capital) of the Company comprising 392,610,000 domestic shares directly held by CCID Group Co, 98,390,000 domestic shares directly held by CCID Riyue. The ultimate controlling party of CCID is the Ministry of Industry and Information Technology of the People's Republic of China. The CCID Group Co is owned as to 50% by CCID and 50% by Research Centre, which is controlled and supervised by CCID. CCID is the actual controlling shareholder of CCID Riyue.

CCID is mainly engaged in industry policy and economic environment consultancy services, the media and publishing industry and other evaluation services.

RESIGNATION OF INDEPENDENT NON-EXECUTIVE DIRECTOR

Due to his current age, Mr. Chen Yung-cheng ("Mr. Chen") has tendered his resignation as an independent non-executive Director of the Company to the Board. He has confirmed that he has no disagreement with the Board and there are no matters relating to his resignation that need to be brought to the attention of the shareholders. The resignation of the aforementioned Director is subject to the approval of the shareholders by way of separate ordinary resolution at the extraordinary general meeting.

PROPOSED APPOINTMENT OF INDEPENDENT NON-EXECUTIVE DIRECTOR

The Board is pleased to further announce that Mr. Fang Hongbin (“Mr. Fang”) has been nominated by the nomination committee and the Board of the Company as a candidate for the office of independent non-executive Director of the Company for a term from the date of consideration and approval by the Company at the extraordinary general meeting to the date of expiry of the term of office of the Eighth Session of the Board, which is subject to approval of the shareholders by way of an ordinary resolution to be passed at the extraordinary general meeting.

The biography of Mr. Fang is set out below:

Fang Hongbin, aged 38. Mr. Fang is a national overseas high-level imported talent, the chief scientist of the “Intelligent Robot” national key research and development project, and a “Science and Technology Innovation Action Plan” starter in Shanghai. Since February 2024, Mr. Fang has been the Associate Dean of the Institute of AI and Robotics of Fudan University, and since November 2023, he has been the Party Branch Secretary for teaching staff of the Academy of Engineering and Technology of Fudan University, and since December 2022, he has been a professor and doctoral supervisor of the Institute of AI and Robotics of Fudan University. Since September 2020, Mr. Fang has served as a member of the Technical Committee on Vibration and Noise (TCVS) of the American Society of Mechanical Engineers (ASME), a member of the Robotics Division of the Chinese Society of Mechanical Engineering, a member of the Intelligent Composite Materials Committee of the Chinese Society For Composite Materials, and a deputy director of the Mechanics and Control Committee of the Shanghai Society of Theoretical and Applied Mechanics; and he has served as an editorial board member of the Theoretical and Applied Mechanics Letters and the Journal of Dynamics and Control; invited young editorial board member of Journal of Mechanics and Journal of Solid State Mechanics. From May 2018 to December 2022, Mr. Fang served as a Young Researcher of the Institute of AI and Robotics of Fudan University. From October 2017 to June 2018, Mr. Fang engaged in research work at the postdoctoral research station of The Hong Kong Polytechnic University. From February 2015 to September 2017, Mr. Fang was engaged in research work at the postdoctoral research station of the University of Michigan. In December 2014, Mr. Fang obtained a doctor’s degree in engineering from Tongji University.

Upon due appointment as an independent non-executive Director of the Company, Mr. Fang will enter into a service contract with the Company. The Company will seek approval from the shareholders at the extraordinary general meeting to authorise the Board to determine the remuneration of Mr. Fang. In determining the remuneration of Mr. Fang, the Board will make reference to the recommendation of the remuneration committee of the Company, taking into account, his qualifications, experiences, duties and responsibilities as well as prevailing market conditions.

Save as disclosed above, as at the date of this announcement, Mr. Fang has confirmed that, he (i) does not hold any other position in the Group; (ii) has not held any directorship in any other companies listed on any securities market in Hong Kong or overseas in the last three years and does not have any other major appointments and qualifications; (iii) does not have any relationships with any directors, supervisors, senior management, substantial shareholders or controlling shareholders of the Company; and (iv) does not have any interests in the shares of the Company and its associated corporations within the meaning of Part XV of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

Save as mentioned above, the Board is not aware of any other information in relation to the proposed appointment of Mr. Fang as an independent non-executive Director of the Company that is required to be disclosed pursuant to the requirements of Rule 13.51(2) of the Main Board Listing Rules, nor are there any other matters that need to be brought to the attention of the shareholders of the Company.

Mr. Fang has confirmed that he has satisfied the independence criteria as stipulated in Rule 3.13 of the Main Board Listing Rules. The Company has assessed his independence and considered that he meets the independence guidelines set out in Rule 3.13 of the Main Board Listing Rules and is independent.

The Company will make relevant arrangement in relation to the resignation of independent non-executive Director and proposed appointment of new independent non-executive director. A circular containing, among other things, (i) the proposed change of independent non-executive Director; and (ii) a notice of further details of the convening of the extraordinary general meeting and other information will be despatched to the Shareholders in due course.

CHANGE OF HONG KONG H SHARE REGISTRAR AND TRANSFER OFFICE

The Board of the Company announces that with effect from 31 March 2025, the Company's Hong Kong H share registrar and transfer office will be changed to:

Tricor Investor Services Limited
17/F, Far East Finance Centre
16 Harcourt Road, Hong Kong

Telephone No.: (852) 2980 1333
Facsimile No.: (852) 2810 8185

Application for registration of transfer of H shares of the Company should thereafter be lodged with Tricor Investor Services Limited with effect from 31 March 2025. Share certificates uncollected after 4:30 p.m. on 28 March 2025 shall be collected from Tricor Investor Services Limited from 31 March 2025 onwards.

DEFINITIONS

“associate(s)”	shall have the meaning ascribed to it under the Main Board Listing Rules
“Board”	the board of Directors
“CCID”	China Centre of Information Industry Development* (中國電子信息產業發展研究院), which is the ultimate actual controlling shareholder of the Company and currently has indirect interests in approximately 70.14% of the issued share capital of the Company through CCID Group Co (controlled and supervised by it) and CCID Riyue
“CCID Group Co”	CCID Academy of Industry and Information Technology Limited* (賽迪工業和信息化研究院(集團)有限公司), a company incorporated under the law of the PRC. As at the date of this announcement, CCID is its actual controlling shareholder
“CCID Riyue”	Beijing CCID Riyue Investment Co., Ltd* (北京賽迪日月投資有限公司), a company established under the laws of the PRC; As at the date of this announcement, CCID is its actual controlling shareholder
“CCID and/or its associate(s)”	CCID and/or some of its associates (as specified in the Framework Agreements)
“Company”	CCID Consulting Company Limited* (賽迪顧問股份有限公司), a joint stock limited company established in the PRC and whose H Shares are listed on the Main Board of the Stock Exchange
“Company and/or its subsidiaries”	the Company and/or some of its subsidiaries (as specified in the Framework Agreements)
“connected person(s)”	shall have the meaning ascribed to it under the Main Board Listing Rules
“Continuing Connected Transactions”	the Framework Agreement 1, the Framework Agreement 2, the Framework Agreement 3, the Framework Agreement 4, the Framework Agreement 5, the Framework Agreement 6 and the Framework Agreement 7 and the transactions contemplated thereunder, which constitute continuing connected transactions under the Main Board Listing Rules
“Director(s)”	the director(s) of the Company

“Framework Agreements”	the Framework Agreement 1, the Framework Agreement 2, the Framework Agreement 3, the Framework Agreement 4, the Framework Agreement 5, the Framework Agreement 6 and the Framework Agreement 7
“Framework Agreements 1”	the Decision-making Consulting Services Revenue Framework Agreement dated 10 December 2024 and entered into between the Company and CCID
“Framework Agreements 2”	the Decision-making Consulting Services Expense Framework Agreement dated 10 December 2024 and entered into between the Company and CCID
“Framework Agreements 3”	the Data Platform Services Revenue Framework Agreement dated 10 December 2024 and entered into between the Company and CCID
“Framework Agreements 4”	the Data Platform Services Expense Framework Agreement dated 10 December 2024 and entered into between the Company and CCID
“Framework Agreements 5”	the Science And Technology Innovation Platform Services Revenue Framework Agreement dated 10 December 2024 and entered into between the Company and CCID
“Framework Agreements 6”	the Science And Technology Innovation Platform Services Expense Framework Agreement dated 10 December 2024 and entered into between the Company and CCID
“Framework Agreements 7”	the Administration Services Expense Framework Agreement dated 10 December 2024 and entered into between the Company and CCID
“Main Board Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“PRC”	the People’s Republic of China
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Group”	the Company and its subsidiaries
“RMB”	the lawful currency of the PRC
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“subsidiary(ies)” any entity within the meaning of the term “subsidiary” as defined in the Main Board Listing Rules

“%” per cent.

By Order of the Board
CCID Consulting Company Limited*
Ms. Shen Wen
Chairlady

Beijing, the PRC, 10 December 2024

As at the date of this announcement, the Board comprises two executive Directors namely Ms. Shen Wen and Mr. Fu Changwen, and three independent non-executive Directors namely Mr. Chen Yung-cheng, Mr. Hu Bin and Mr. Zhang Tao.

* *For identification purpose only*