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FOSHAN HAITIAN FLAVOURING AND FOOD COMPANY LTD.
佛山市海天調味食品股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock code: 3288)

ANNOUNCEMENT ON REVISION OF RELEVANT DOCUMENTS FOR THE 2025 A SHARE EMPLOYEE STOCK OWNERSHIP SCHEME

References are made to the following announcements of Foshan Haitian Flavouring and Food Company Ltd. (the "**Company**" or "**Haitian Flavouring**"): (1) share scheme announcement dated August 28, 2025 in relation to proposed adoption of the 2025 A Share Employee Stock Ownership Scheme; and (2) overseas regulatory announcement dated August 28, 2025 in relation to the summary of the 2025 A Share Employee Stock Ownership Scheme (Draft), the 2025 A Share Employee Stock Ownership Scheme (Draft) and the Administrative Measures of the 2025 A Share Employee Stock Ownership Scheme.

On September 8, 2025, the Company convened the 8th Meeting of the 6th Session of the Board of Directors and the 7th Meeting of the 6th Session of the supervisory committee, at which the *Proposal on the 2025 A Share Employee Stock Ownership Scheme (Revised Draft) of Foshan Haitian Flavouring and Food Company Ltd. and its Summary* and the *Proposal on the Administrative Measures of the 2025 A Share Employee Stock Ownership Scheme (Revision) of Foshan Haitian Flavouring and Food Company Ltd.* were reviewed and approved. Based on the requirements of relevant laws and regulations and the Company's actual circumstances, the Company has made some revisions to relevant documents in respect of the 2025 A Share Employee Stock Ownership Scheme. The main revisions are as follows:

1. The *2025 A Share Employee Stock Ownership Scheme (Draft) of Foshan Haitian Flavouring and Food Company Ltd.* (the "**2025 Employee Stock Ownership Scheme (Draft)**") is revised as follows:

<table>
<tr><th>Original clauses</th><th>Before amendment</th><th>After amendment</th></tr>
<tr><td>Title and date of document</td><td>2025 A Share Employee Stock Ownership Scheme (Draft) of Foshan Haitian Flavouring and Food Company Ltd.

August, 2025</td><td>2025 A Share Employee Stock Ownership Scheme (Revised Draft) of Foshan Haitian Flavouring and Food Company Ltd.

September, 2025</td></tr>
<tr><td>Definition</td><td><table>
<tr><td>Draft of this Scheme</td><td>the 2025 A Share Employee Stock Ownership Scheme (Draft) of Foshan Haitian Flavouring and Food Company Ltd.</td></tr>
<tr><td>This Scheme/ the 2025 Scheme</td><td>the 2025 A Share Employee Stock Ownership Scheme implemented in accordance with the 2025 A Share Employee Stock Ownership Scheme (Draft) of Foshan Haitian Flavouring and Food Company Ltd.</td></tr>
<tr><td>Vesting Appraisal Period</td><td>the year of 2025</td></tr>
</table></td><td><table>
<tr><td>Draft of this Scheme</td><td>the 2025 A Share Employee Stock Ownership Scheme (Revised Draft) of Foshan Haitian Flavouring and Food Company Ltd.</td></tr>
<tr><td>This Scheme/ the 2025 Scheme</td><td>the 2025 A Share Employee Stock Ownership Scheme implemented in accordance with the 2025 A Share Employee Stock Ownership Scheme (Revised Draft) of Foshan Haitian Flavouring and Food Company Ltd.</td></tr>
<tr><td>Vesting Appraisal Period</td><td>the year of 2025 and the year of 2026</td></tr>
</table></td></tr>
</table>

Original clauses	Before amendment	After amendment
VII (I) Vesting of share interests during the duration	1. During the Lock-up Period, the Underlying Shares shall be held under this Scheme. Upon the expiration of the corresponding Lock-up Period of this Scheme, the interests of the Underlying Shares shall be vested into the Participants' accounts (i.e., transferred into the names of the Participants) based on the Company's performance during the Vesting Appraisal Period (if applicable), as well as the Participants' performance assessment results and contribution levels. The Underlying Shares of this Scheme that remain unvested to Participants and their corresponding dividends (if any) shall be recovered free of charge by the Employee Stock Ownership Scheme Management Committee, and may be disposed of in the following ways: (1) Continuously used for the Employee Stock Ownership Scheme during the duration; (2) Sold at an appropriate time before the expiration of this Scheme, with the sales proceeds and their corresponding dividends (if any) returned to the Company.	1. During the ~~Lock-up Period~~ **Vesting Appraisal Period**, the Underlying Shares shall be held under this Scheme. Upon the expiration of the corresponding ~~Lock-up Period~~ **Vesting Appraisal Period** of this Scheme, the interests of the Underlying Shares shall be vested into the Participants' accounts (i.e., transferred into the names of the Participants) based on the Company's performance during the Vesting Appraisal Period (if applicable), as well as the Participants' performance assessment results and contribution levels. The Underlying Shares of this Scheme that remain unvested to Participants and their corresponding dividends (if any) shall be recovered free of charge by the Employee Stock Ownership Scheme Management Committee, and may be disposed of in the following ways: (1) Continuously used for the Employee Stock Ownership Scheme during the duration; (2) ~~Sold at an appropriate time~~ **Disposed of in accordance with the requirements of then relevant laws and regulations** before the expiration of this Scheme~~, with the sales proceeds and their corresponding dividends (if any) returned to the Company~~.

Original clauses	Before amendment	After amendment
VII (I) Vesting of share interests during the duration	2. The Company's performance assessment indicator corresponding to this Scheme is that the net profit attributable to the parent company in 2025 shall increase by no less than 10.8% compared with that in 2024 (the calculation of such indicators shall exclude the impact of the following matters: mergers, acquisitions, restructurings and capital operations conducted by the Company during the year of appraisal, if any). The scope of Participants targeted by this performance assessment indicator includes the Company's directors, supervisors, senior management and some relevant business leaders (hereinafter referred to as "Category I Participants"); other Participants except Category I Participants (hereinafter referred to as "Category II Participants", if any) shall, in principle, not be subject to the restriction of this performance assessment indicator.	2. The Company's performance assessment indicator corresponding to this Scheme is that ~~the net profit attributable to the parent company in 2025 shall increase by no less than 10.8% compared with that in 2024~~**, with the net profit attributable to the parent company in 2024 as the base, the CAGR of the net profit attributable to the parent company in 2026 shall be no less than 11%** (the calculation of such indicators shall exclude the impact of the following matters: mergers, acquisitions, restructurings and capital operations conducted by the Company during the year of appraisal, if any). The scope of Participants targeted by this performance assessment indicator includes the Company's directors, supervisors, senior management and some relevant business leaders (hereinafter referred to as "Category I Participants"); other Participants except Category I Participants (hereinafter referred to as "Category II Participants", if any) shall, in principle, not be subject to the restriction of this performance assessment indicator.

Original clauses	**Before amendment**	**After amendment**
VII (I) Vesting of share interests during the duration	3. Category I Participants: If the Company's performance assessment indicators are achieved, the interests of the Underlying Shares under this Scheme to be vested in each Participant shall be determined based on their individual performance assessment results and contribution levels during the Vesting Appraisal Period. Such interests shall be transferred to the Participants' names upon the expiration of the Lock-up Period of this Scheme. Category II Participants: In principle, the interests of the Underlying Shares under this Scheme to be vested in each Participant shall be directly determined based on their individual performance assessment results and contribution levels during the Vesting Appraisal Period. Such interests shall be transferred to the Participants' names upon the expiration of the Lock-up Period of this Scheme.	3. Category I Participants: If the Company's performance assessment indicators are achieved, the interests of the Underlying Shares under this Scheme to be vested in each Participant shall be determined based on their individual performance assessment results and contribution levels during the Vesting Appraisal Period. Such interests shall be transferred to the Participants' names ~~upon the expiration of the Lock-up Period of this Scheme~~. Category II Participants: In principle, the interests of the Underlying Shares under this Scheme to be vested in each Participant shall be directly determined based on their individual performance assessment results and contribution levels during the Vesting Appraisal Period. Such interests shall be transferred to the Participants' names ~~upon the expiration of the Lock-up Period of this Scheme~~.

Original clauses	Before amendment	After amendment
VII (IV) Methods for disposal of shares after the expiration of this Scheme	After the expiration of the Lock-up Period of this Scheme and the transfer of shares by the Management Committee to the accounts of this Scheme's Participants, this Scheme may be terminated in advance. The duration of this Scheme may be extended upon the proposal of the Management Committee and the approval of the Board of Directors after deliberation. If the duration expires without extension, liquidation shall be completed within 30 working days after the expiration of the duration, and the Management Committee shall return all proceeds to the Company.	After the expiration of the ~~Lock-up Period~~ **<u>Vesting Appraisal Period</u>** of this Scheme and the transfer of shares by the Management Committee to the accounts of this Scheme's Participants, this Scheme may be terminated in advance. The duration of this Scheme may be extended upon the proposal of the Management Committee and the approval of the Board of Directors after deliberation. If the duration expires without extension, liquidation shall be completed within 30 working days after the expiration of the duration, and the Management Committee shall return all proceeds to the Company.
VIII (II) The Management Committee	…… 2. Except for matters that shall be reviewed by the Participants' Meeting, all other matters shall be reviewed by the Management Committee, specifically: …… (4) to handle matters related to the sale and distribution of the Underlying Shares or transfer them into the names of the Participants upon the expiration of the Lock-up Period; …… (8) to determine the distribution plan for dividends from the Underlying Shares obtained under the Employee Stock Ownership Scheme during the Lock-up Period; ……	…… 2. Except for matters that shall be reviewed by the Participants' Meeting, all other matters shall be reviewed by the Management Committee, specifically: …… (4) to handle matters related to the **<u>disposal of and</u>** ~~sale and~~ distribution of the Underlying Shares or transfer them into the names of the Participants upon the expiration of the ~~Lock-up Period~~ **<u>Vesting Appraisal Period</u>**; …… (8) to determine the distribution plan for dividends from the Underlying Shares obtained under the Employee Stock Ownership Scheme during the ~~Lock-up Period~~ **<u>Vesting Appraisal Period</u>**; ……
Signature	The Board of Directors Foshan Haitian Flavouring and Food Company Ltd. August 28, 2025	The Board of Directors Foshan Haitian Flavouring and Food Company Ltd. **<u>September 8</u>**, 2025

Based on the above amendments to the *2025 Employee Stock Ownership Scheme (Draft)*, the clauses of special tip in the *2025 Employee Stock Ownership Scheme (Draft)*, and corresponding contents in the *Summary of the 2025 A Share Employee Stock Ownership Scheme (Draft) of Foshan Haitian Flavouring and Food Company Ltd.* are revised simultaneously.

2. The *Administrative Measures of the 2025 A Share Employee Stock Ownership Scheme of Foshan Haitian Flavouring and Food Company Ltd.* are revised as follows:

Original clauses	**Before amendment**	**After amendment**
Title and date of document	Administrative Measures of the 2025 A Share Employee Stock Ownership Scheme of Foshan Haitian Flavouring and Food Company Ltd. August, 2025	Administrative Measures of the 2025 A Share Employee Stock Ownership Scheme **(Revision)** of Foshan Haitian Flavouring and Food Company Ltd. **September**, 2025
/	In order to regulate the implementation of the 2025 A Share Employee Stock Ownership Scheme (hereinafter referred to as this "Scheme" or the "Employee Stock Ownership Scheme") of Foshan Haitian Flavouring and Food Company Ltd. (hereinafter referred to as "Haitian Flavouring" or the "Company"), and in accordance with the provisions of the *Company Law of the People's Republic of China* (hereinafter referred to as the "Company Law"), the *Securities Law of the People's Republic of China* (hereinafter referred to as the "Securities Law"), the *Guiding Opinions on the Pilot Program of Employee Stock Ownership Schemes Implemented by Listed Companies* (《關於上市公司實施員工持股計劃試點的指導意見》) of the China Securities Regulatory Commission (hereinafter referred to as the "Guiding Opinions"), the *Self-regulatory Guidelines No. 1 for Companies Listed on the Shanghai Stock Exchange — Standardized Operation* (《上海證券交易所上市公司自律監管指引第 1 號－規範運作》) (hereinafter referred to as the "Standardized Operation for Listed Companies"), and other relevant laws, administrative regulations, rules, regulatory documents, as well as the *Articles of Association of Foshan Haitian Flavouring and Food Company Ltd.* (hereinafter referred to as the "Articles of Association"), these Administrative Measures of the 2025 A Share Employee Stock Ownership Scheme of Foshan Haitian Flavouring and Food Company Ltd. have been specially formulated.	In order to regulate the implementation of the 2025 A Share Employee Stock Ownership Scheme (hereinafter referred to as this "Scheme" or the "Employee Stock Ownership Scheme") of Foshan Haitian Flavouring and Food Company Ltd. (hereinafter referred to as "Haitian Flavouring" or the "Company"), and in accordance with the provisions of the *Company Law of the People's Republic of China* (hereinafter referred to as the "Company Law"), the *Securities Law of the People's Republic of China* (hereinafter referred to as the "Securities Law"), the *Guiding Opinions on the Pilot Program of Employee Stock Ownership Schemes Implemented by Listed Companies* (《關於上市公司實施員工持股計劃試點的指導意見》) of the China Securities Regulatory Commission (hereinafter referred to as the "Guiding Opinions"), the *Self-regulatory Guidelines No. 1 for Companies Listed on the Shanghai Stock Exchange — Standardized Operation* (《上海證券交易所上市公司自律監管指引第 1 號－規範運作》) (hereinafter referred to as the "Standardized Operation for Listed Companies"), and other relevant laws, administrative regulations, rules, regulatory documents, as well as the *Articles of Association of Foshan Haitian Flavouring and Food Company Ltd.* (hereinafter referred to as the "Articles of Association"), these Administrative Measures of the 2025 A Share Employee Stock Ownership Scheme **(Revision)** of Foshan Haitian Flavouring and Food Company Ltd. have been specially formulated.

Original clauses	**Before amendment**	**After amendment**
IX The Management Committee of the Employee Stock Ownership Scheme	3. Except for matters that shall be reviewed by the Participants' Meeting, all other matters shall be reviewed by the Management Committee, specifically: …… (4) to handle matters related to the sale and distribution of the Underlying Shares or transfer them into the names of the Participants upon the expiration of the Lock-up Period of the Employee Stock Ownership Scheme; …… (8) to determine the distribution plan for dividends from the Underlying Shares obtained under the Employee Stock Ownership Scheme during the Lock-up Period; ……	3. Except for matters that shall be reviewed by the Participants' Meeting, all other matters shall be reviewed by the Management Committee, specifically: …… (4) to handle matters related to the ~~sale~~ <u>**disposal**</u> and distribution of the Underlying Shares or transfer them into the names of the Participants upon the expiration of the ~~Lock-up Period~~ <u>**Vesting Appraisal Period**</u> of the Employee Stock Ownership Scheme; …… (8) to determine the distribution plan for dividends from the Underlying Shares obtained under the Employee Stock Ownership Scheme during the <u>**Vesting Appraisal**</u> ~~Lock-up~~ Period; ……

Original clauses	Before amendment	After amendment
XI (I) Vesting of share interests during the duration of the Employee Stock Ownership Scheme	During the Lock-up Period, the Underlying Shares shall be held under this Scheme. Upon the expiration of the corresponding Lock-up Period of this Scheme, the interests of the Underlying Shares shall be vested into the Participants' accounts (i.e., transferred into the names of the Participants) based on the Company's performance during the Vesting Appraisal Period (if applicable), as well as the Participants' performance assessment results and contribution levels. The Underlying Shares of this Scheme that remain unvested to Participants and their corresponding dividends (if any) shall be recovered free of charge by the Employee Stock Ownership Scheme Management Committee, and may be disposed of in the following ways: (1) Continuously used for the Employee Stock Ownership Scheme during the duration; (2) Sold at an appropriate time before the expiration of this Scheme, with the sales proceeds and their corresponding dividends (if any) returned to the Company.	During the **<u>Vesting Appraisal Period</u>** ~~Lock-up Period~~, the Underlying Shares shall be held under this Scheme. Upon the expiration of the corresponding **<u>Vesting Appraisal</u>** ~~Lock-up~~ Period of this Scheme, the interests of the Underlying Shares shall be vested into the Participants' accounts (i.e., transferred into the names of the Participants) based on the Company's performance during the Vesting Appraisal Period (if applicable), as well as the Participants' performance assessment results and contribution levels. The Underlying Shares of this Scheme that remain unvested to Participants and their corresponding dividends (if any) shall be recovered free of charge by the Employee Stock Ownership Scheme Management Committee, and may be disposed of in the following ways: (1) Continuously used for the Employee Stock Ownership Scheme during the duration; (2) **<u>Disposed of in accordance with then relevant laws and regulations</u>** ~~Sold at an appropriate time~~ before the expiration of this Scheme~~, with the sales proceeds and their corresponding dividends (if any) returned to the Company~~.

Original clauses	Before amendment	After amendment
	The Company's performance assessment indicator corresponding to this Scheme is that the net profit attributable to the parent company in 2025 shall increase by no less than 10.8% compared with that in 2024 (the calculation of such indicators shall exclude the impact of the following matters: mergers, acquisitions, restructurings and capital operations conducted by the Company during the year of appraisal, if any). The scope of Participants targeted by this performance assessment indicator includes the Company's directors, supervisors, senior management and some relevant business leaders (hereinafter referred to as "Category I Participants"); other Participants except Category I Participants (hereinafter referred to as "Category II Participants", if any) shall, in principle, not be subject to the restriction of this performance assessment indicator.	The Company's performance assessment indicator corresponding to this Scheme is that**, with the net profit attributable to the parent company in 2024 as the base, the CAGR of the net profit attributable to the parent company in 2026 shall be no less than 11%** ~~the net profit attributable to the parent company in 2025 shall increase by no less than 10.8% compared with that in 2024~~ (the calculation of such indicators shall exclude the impact of the following matters: mergers, acquisitions, restructurings and capital operations conducted by the Company during the year of appraisal, if any). The scope of Participants targeted by this performance assessment indicator includes the Company's directors, supervisors, senior management and some relevant business leaders (hereinafter referred to as "Category I Participants"); other Participants except Category I Participants (hereinafter referred to as "Category II Participants", if any) shall, in principle, not be subject to the restriction of this performance assessment indicator.

Original clauses	**Before amendment**	**After amendment**
	Category I Participants: If the Company's performance assessment indicators are achieved, the interests of the Underlying Shares under this Scheme to be vested in each Participant shall be determined based on their individual performance assessment results and contribution levels during the Vesting Appraisal Period. Such interests shall be transferred to the Participants' names upon the expiration of the Lock-up Period of this Scheme. Category II Participants: In principle, the interests of the Underlying Shares under this Scheme to be vested in each Participant shall be directly determined based on their individual performance assessment results and contribution levels during the Vesting Appraisal Period. Such interests shall be transferred to the Participants' names upon the expiration of the Lock-up Period of this Scheme.	Category I Participants: If the Company's performance assessment indicators are achieved, the interests of the Underlying Shares under this Scheme to be vested in each Participant shall be determined based on their individual performance assessment results and contribution levels during the Vesting Appraisal Period. Such interests shall be transferred to the Participants' names ~~upon the expiration of the Lock-up Period of this Scheme~~. Category II Participants: In principle, the interests of the Underlying Shares under this Scheme to be vested in each Participant shall be directly determined based on their individual performance assessment results and contribution levels during the Vesting Appraisal Period. Such interests shall be transferred to the Participants' names ~~upon the expiration of the Lock-up Period of this Scheme~~.
XI (II) Distribution of interests during the duration of this Scheme	1. During the Lock-up Period, the Underlying Shares shall be held under this Scheme. Upon the expiration of the corresponding Lock-up Period of this Scheme, the interests of the Underlying Shares shall be vested into the Participants' accounts (i.e., transferred into the names of the Participants) based on the Company's performance during the Vesting Appraisal Period (if applicable), as well as the Participants' performance assessment results and contribution levels. The interests of the Underlying Shares of the Participants are transferable from the date of vesting.	1. During the **Vesting Appraisal** ~~Lock-up~~ Period, the Underlying Shares shall be held under this Scheme. Upon the expiration of the corresponding **Vesting Appraisal** ~~Lock-up~~ Period of this Scheme, the interests of the Underlying Shares shall be vested into the Participants' accounts (i.e., transferred into the names of the Participants) based on the Company's performance during the Vesting Appraisal Period (if applicable), as well as the Participants' performance assessment results and contribution levels. The interests of the Underlying Shares of the Participants are transferable from the date of vesting.

Original clauses	Before amendment	After amendment
	The Underlying Shares of this Scheme that remain unvested to Participants and their corresponding dividends (if any) shall be recovered free of charge by the Employee Stock Ownership Scheme Management Committee, and may be disposed of in the following ways: (1) Continuously used for the Employee Stock Ownership Scheme during the duration; (2) Sold at an appropriate time before the expiration of this Scheme, with the sales proceeds and their corresponding dividends (if any) returned to the Company. 2. Matters regarding the financial treatment, accounting treatment, taxation, and other related issues of this Scheme implemented by the Company shall be handled in accordance with relevant laws, regulations, and normative documents. The individual income tax arising from the Participates' participation in the Employee Stock Ownership Scheme shall be deducted from the proceeds from the sale of the shares, and the remaining income after tax shall be distributed to the Participates. ……	The Underlying Shares of this Scheme that remain unvested to Participants and their corresponding dividends (if any) shall be recovered free of charge by the Employee Stock Ownership Scheme Management Committee, and may be disposed of in the following ways: (1) Continuously used for the Employee Stock Ownership Scheme during the duration; (2) **Disposed of in accordance with then relevant laws and regulations** ~~Sold at an appropriate time~~ before the expiration of this Scheme~~, with the sales proceeds and their corresponding dividends (if any) returned to the Company~~. 2. Matters regarding the financial treatment, accounting treatment, taxation, and other related issues of this Scheme implemented by the Company shall be handled in accordance with relevant laws, regulations, and normative documents. The individual income tax arising from the Participates' participation in the Employee Stock Ownership Scheme shall be ~~deducted from the proceeds from the sale of the shares, and the remaining income after tax shall be distributed to the Participates~~ **borne by the employees themselves**. ……

Original clauses	Before amendment	After amendment
XI (IV) Methods for disposal of shares after the expiration of the Employee Stock Ownership Scheme	After the expiration of the Lock-up Period of this Scheme and the transfer of shares by the Management Committee to the accounts of this Scheme's Participants, this Scheme may be terminated in advance. The duration of this Scheme may be extended upon the proposal of the Management Committee and the approval of the Board of Directors after deliberation. If the duration expires without extension, liquidation shall be completed within 30 working days after the expiration of the duration, and the Management Committee shall return all proceeds to the Company.	After the expiration of the **Vesting Appraisal Period** ~~Lock-up Period~~ of this Scheme and the transfer of shares by the Management Committee to the accounts of this Scheme's Participants, this Scheme may be terminated in advance. The duration of this Scheme may be extended upon the proposal of the Management Committee and the approval of the Board of Directors after deliberation. If the duration expires without extension, liquidation shall be completed within 30 working days after the expiration of the duration, and the Management Committee shall return all proceeds to the Company.
Signature	The Board of Directors Foshan Haitian Flavouring and Food Company Ltd. August 28, 2025	The Board of Directors Foshan Haitian Flavouring and Food Company Ltd. **September 8**, 2025

For the revised documents, please refer to the *2025 A Share Employee Stock Ownership Scheme (Revised Draft) of Foshan Haitian Flavouring and Food Company Ltd.*, the *Summary of the 2025 A Share Employee Stock Ownership Scheme (Revised Draft) of Foshan Haitian Flavouring and Food Company Ltd.* and the *Administrative Measures of the 2025 A Share Employee Stock Ownership Scheme (Revision) of Foshan Haitian Flavouring and Food Company Ltd.*, which were published on the HKEXnews website (www.hkexnews.hk) of Hong Kong Exchanges and Clearing Limited.

The Board of Directors
Foshan Haitian Flavouring and Food Company Ltd.

Hong Kong, September 8, 2025

As at the date of this announcement, the Board comprises: (i) Ms. CHENG Xue, Mr. GUAN Jianghua, Mr. HUANG Wenbiao, Mr. WEN Zhizhou, Mr. LIAO Changhui and Mr. DAI Wen as executive directors; and (ii) Mr. ZHANG Kechun, Mr. QU Wenzhou and Mr. DING Bangqing as independent non-executive directors.