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Hong Kong Robotics Group Holding Limited
港仔機器人集團控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 370)

CONTINUING CONNECTED TRANSACTIONS
TECHNOLOGY LICENSING AGREEMENT WITH DATAA

Reference is made to (a) the voluntary announcement published by the Company on 18 February 2025 in relation to a cooperative framework agreement entered into by and between the Company and Dataa on 14 February 2025; (b) the voluntary announcement published by the Company on 5 March 2025 in relation to the cooperation agreement entered into by AI Group (a wholly-owned subsidiary of the Company) and Dataa on 5 March 2025 regarding, among others, the formation of HK Robotics as a joint venture company by way of restructuring to develop business operations related to humanoid robot intelligence technology and products and the proposed licensing of certain IP rights held by Dataa and its affiliates to a wholly-owned subsidiary of HK Robotics in the PRC; and (c) the voluntary announcement published by the Company on 28 March 2025 in relation to the completion of the restructuring of HK Robotics as a joint venture company held as to 51% by the Company and 49% by Dataa and supplementary information with respect to the transactions contemplated under the aforesaid cooperation agreement dated 5 March 2025.

The Board is pleased to announce that on 22 September 2025 (after trading hours), AI Group (a wholly-owned subsidiary of the Company), HK Robotics PRC Co (a wholly-owned subsidiary of HK Robotics, which is in turn a subsidiary of the Company held as to 51% by the Company and 49% by Dataa) and Dataa have entered into the Technology Licensing Agreement, pursuant to which Dataa has granted HK Robotics PRC Co and its affiliates to use approximately 1,780 patents and 110 software copyrights ("**IP rights**") of Dataa and its affiliates in Greater China, including (i) exclusive rights to use the IP rights relating to humanoid robotic operating system and cloud brain platform, as well as robotic operation licensing technology; and (ii) non-exclusive rights to use the IP rights for the technology and hardware related to the joints of humanoid robotic intelligence, and the technology for other core hardware.

As at the date of this announcement, Dataa is a substantial shareholder of HK Robotics (which is a subsidiary of the Company) by virtue of holding 49% in HK Robotics, and Mr. Huang is a director of HK Robotics. Accordingly, Dataa is a connected person of the Company at the subsidiary level, and the transactions contemplated under the Technology Licensing Agreement constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the Board (including all the independent non-executive Directors) (i) have approved the transactions contemplated under the Technology Licensing Agreement and (ii) have confirmed that the terms of the Technology Licensing Agreement are fair and reasonable and the transactions contemplated thereunder are on normal commercial terms or better, conducted in the ordinary and usual course of business of the Group, and in the interests of the Company and the Shareholders as a whole, pursuant to Rule 14A.101 of the Listing Rules, the transactions contemplated under the Technology Licensing Agreement and the annual caps for such transactions are subject to the reporting, annual review and announcement requirements but are exempted from the circular, independent financial advice and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

THE TECHNOLOGY LICENSING AGREEMENT

Reference is made to (a) the voluntary announcement published by the Company on 18 February 2025 in relation to a cooperative framework agreement entered into by and between the Company and Dataa on 14 February 2025; (b) the voluntary announcement published by the Company on 5 March 2025 in relation to the cooperation agreement entered into by AI Group (a wholly-owned subsidiary of the Company) and Dataa on 5 March 2025 regarding the formation of HK Robotics as a joint venture company by way of restructuring to develop business operations related to humanoid robot intelligence technology and products and the proposed licensing of certain IP rights held by Dataa and its affiliates to a wholly-owned subsidiary of HK Robotics in the PRC; and (c) the voluntary announcement published by the Company on 28 March 2025 in relation to the completion of the restructuring of HK Robotics as a joint venture company held as to 51% by the Company and 49% by Dataa and supplementary information with respect to the transactions contemplated under the aforesaid cooperation agreement dated 5 March 2025.

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The principal terms of the Technology Licensing Agreement are set out below:

Date	22 September 2025
Parties	(i) Dataa (as the licensor) (ii) HK Robotics PRC Co (as the licensee); and (iii) AI Group
Term	Three years commencing from the date of the Technology Licensing Agreement.
Subject matter	Dataa has granted HK Robotics PRC Co and its affiliates to use approximately 1,780 patents and 110 software copyrights ("**IP rights**") of Dataa and its affiliates in Greater China, including (i) exclusive rights to use the IP rights relating to humanoid robotic operating system and cloud brain platform, as well as robotic operation licensing technology; and (ii) non-exclusive rights to use the IP rights for the technology and hardware related to the joints of humanoid robotic intelligence, and the technology for other core hardware. HK Robotics PRC Co's activities under these licensed IP rights may include, but are not limited to, manufacturing, subcontracting manufacturing, using, importing, subcontracting importing, exporting, subcontracting exporting, selling, offering to sell, and leasing.
License Fee	During the term of the Technology Licensing Agreement, Dataa shall be entitled to 1% of the sales revenue of HK Robotics PRC Co and its affiliates that is attributable to the IP rights granted under the Technology Licensing Agreement. Dataa has agreed to contribute the license fee it is entitled to under the Technology Licensing Agreement in the form of shareholder's capital into HK Robotics. The Company will assess, and comply with any applicable requirements under the Listing Rules as appropriate at the time of such contribution.

ANNUAL CAPS

For the purpose of Chapter 14A of the Listing Rules, the annual caps proposed by the Board in respect of the transactions under the Technology Licensing Agreement are set out in the following table:

	For the year ending 31 March 2026 *(RMB'000)*	**For the year ending 31 March 2027** *(RMB'000)*	**For the year ending 31 March 2028** *(RMB'000)*
Proposed annual cap	Not more than 6,150	Not more than 11,800	Not more than 20,680

The above proposed annual caps were determined with reference to, among others, (i) the agreed license fee rate of 1% of the sales revenue of HK Robotics PRC Co and its affiliates that is attributable to the IP rights granted under the Technology Licensing Agreement; (ii) the procurement cooperation agreements entered between customers (being Independent Third Parties) and HK Robotics PRC Co and its affiliates; and (iii) the potential growth in the business and product varities of HK Robotics PRC Co and its affiliates leveraging the relevant IP rights.

The 1% license fee rate was determined with reference to, among others, (i) an analysis of market practice for intellectual property and technology licensing arrangements for product manufacturing; (ii) a reasonable and adequate compensation to Dataa for its IP rights while ensuring that HK Robotics PRC Co and its affiliates will be able to operate a sustainable and profitable business model in the long term; and (iii) ongoing support and potential updates Dataa may provide throughout the term of the Technology Licensing Agreement.

For the avoidance of doubt, the proposed annual caps should not be regarded in any way as an indication that HK Robotics PRC Co and its affiliates will be able to achieve the underlying sales revenue for the relevant financial years.

REASONS FOR AND BENEFITS OF THE TECHNOLOGY LICENSING AGREEMENT

Pursuant to the cooperation agreement dated 5 March 2025 entered into by and between AI Group and Dataa, the Group has been pursuing a strategic initiative to develop and maintain its own humanoid robots for application in education, healthcare, aged care, property management and other real-life applications. This initiative aligns with the Group's objective to be at the forefront of technological innovation and to capitalize on emerging market opportunities in the robotics sector. The IP rights under the Technology Licensing Agreement are pivotal to the implementation and commercial success of such strategy. By leveraging the IP rights, the Group aims to accelerate the development process, enhance the functionality and reliability of its humanoid robots, and reduce time-to-market. The IP rights include proprietary operating systems, cloud brain platforms, and robotics operation licensing technology, which are essential for creating sophisticated and efficient robotic solutions.

The terms of the Technology Licensing Agreement have been arrived at after arm's length negotiations among the parties. The Directors (including the independent non-executive Directors) are of the view that the terms of the Technology Licensing Agreement and the transactions contemplated thereunder (including the proposed annual caps) are fair and reasonable, and that the transactions under Technology Licensing Agreement are on normal commercial terms or better (to the Group), in the ordinary and usual course of business of the Group, and in the interests of the Company and the Shareholders as a whole.

INTERNAL CONTROL MEASURES

The Company has established the following internal control measures to ensure that the transactions contemplated under the Technology Licensing Agreement will be conducted on normal commercial terms (or better to the Group) and in accordance with its terms:

(a) the audit committee will be reviewing and evaluating the terms of the Technology Licensing Agreement for the continuing connected transactions, in particular, the annual caps, to ensure that such terms are fair and reasonable to the Group and in compliance with the Listing Rules;

(b) the Directors (including the independent non-executive Directors) will be able to seek independent professional advice in respect of the continuing connected transactions from external professional parties in appropriate circumstances;

(c) the various internal departments (including the finance and accounting department) will regularly monitor the implementation of the continuing connected transactions and keep track of the aggregate transaction amounts to ensure that the pricing term and annual caps contained therein are complied with; and when it is expected that the transaction amount might exceed the annual cap, promptly report in accordance with the Group's connected transactions management policy to ensure that the Company complies with all the applicable requirements under the Listing Rules, including to revise the relevant annual cap when appropriate;

(d) the Company has adopted relevant reporting and record-keeping procedures to allow its independent non-executive Directors and auditors to perform annual review of the continuing connected transactions (including the transactions contemplated under the Technology Licensing Agreement) and provide annual confirmations in accordance with the Listing Rules;

(e) the Company will duly disclose in its annual report the continuing connected transactions to be conducted during each financial year, together with the conclusions drawn by the independent non-executive Directors on whether the transactions are conducted in its ordinary and usual course of business, on normal commercial terms or better (to the Group), and according to the relevant agreements on terms that are fair and reasonable and in the interests of the shareholders as a whole;

(f) the management of the Company will discuss and assess the terms and conditions of the transactions contemplated under the Technology Licensing Agreement on a regular basis to ensure that they are on normal commercial terms (or better to the Group); and

(g) the finance and accounting department reviews monthly the transactions under the Technology Licensing Agreement and submits such information for the Board's review, including to the historical transaction amount, to ensure that the relevant transactions are carried out in accordance with the terms of the Technology Licensing Agreement and will not exceed the respective annual caps.

INFORMATION OF THE PARTIES

Dataa

達闥機器人股份有限公司 (Dataa Robotics Co., Ltd.*) is a joint-stock company established under the laws of the PRC with limited liability. Dataa is an artificial intelligence unicorn company with a leading position in field of humanoid robot in the PRC and owns key technology, various patents and innovative products in relation to humanoid robot operating system, robotic AI Cloud platform, multi-modal AI large model, humanoid robot's smart joint and etc..

To the best of the Company's knowledge, Mr. Huang is the founder, the chairman of the board of directors, and the chief executive officer of Dataa, who together with persons acting in concert with him have majority control over Dataa.

HK Robotics PRC Co

港仔機器人科技(深圳)有限公司 (Hong Kong Robotics Technology (Shenzhen) Co. Ltd.*) is a company established under the laws of the PRC with limited liability. It is a subsidiary of HK Robotics and was established to engage in embodied intelligence robotics business in the PRC.

HK Robotics is the Group's joint venture platform with Dataa. HK Robotics represents a cooperation with an aim to leverage the advanced technology and knowhow of Dataa and utilize the Company's experience and expertise in the capital markets to organise and manage fundraising activities for the development and commercialization of HK Robotics' products.

HK Robotics is held as to 51% by AI Group (which is in turn a subsidiary of the Company) and 49% by Dataa as at the date of this announcement.

AI Group

Hong Kong Artificial Intelligence Group Limited (港仔人工智能集團有限公司) is a company incorporated in the British Virgin Islands. It was set up by the Company as an investment holding vehicle for the Group's new technology initiatives in artificial intelligence and advanced robotics.

AI Group is a direct wholly-owned subsidiary of the Company as at the date of this announcement.

IMPLICATIONS UNDER THE LISTING RULES

As at the date of this announcement, Dataa is a substantial shareholder of HK Robotics (which is a subsidiary of the Company) by virtue of holding 49% in HK Robotics, and Mr. Huang is a director of HK Robotics. Accordingly, Dataa is a connected person of the Company at the subsidiary level, and the transactions contemplated under the Technology Licensing Agreement constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the Board (including all the independent non-executive Directors) (i) have approved the transactions contemplated under the Technology Licensing Agreement and (ii) have confirmed that the terms of the Technology Licensing Agreement are fair and reasonable and the transactions contemplated thereunder are on normal commercial terms or better, conducted in the ordinary and usual course of business of the Group, and in the interests of the Company and the Shareholders as a whole, pursuant to Rule 14A.101 of the Listing Rules, the transactions contemplated under the Technology Licensing Agreement and the annual caps for such transactions are subject to the reporting, annual review and announcement requirements but are exempted from the circular, independent financial advice and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

None of the Directors has a material interest in the Technology Licensing Agreement and the transactions contemplated thereunder, and none of the Directors abstained from voting on the Board resolution(s) for considering and approving the same.

DEFINITIONS

In this announcement, the following expressions have the following meanings unless the context otherwise requires:

"AI Group"	Hong Kong Artificial Intelligence Group Limited (港仔人工智能集團有限公司), a company incorporated in the British Virgin Islands and a wholly-owned subsidiary of the Company as at the date of this announcement
"associates"	has the meaning ascribed to it under the Listing Rules
"Board"	the board of Directors
"Company"	Hong Kong Robotics Group Holding Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 370)
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Dataa"	達闥機器人股份有限公司 (Dataa Robotics Co., Ltd.*), a joint-stock company established under the laws of the PRC with limited liability

"Director(s)"	the director(s) of the Company
"Greater China"	includes the PRC, Hong Kong and Macau Special Administrative Region
"Group"	the Company and its subsidiaries
"HK Robotics"	Hong Kong Robotics Limited(香港仔機器人有限公司), a company incorporated in Hong Kong with limited liability and is a subsidiary of the Company owned as to 51% by the Company and 49% by Dataa as at the date of this announcement
"HK Robotics PRC Co"	港仔機器人科技(深圳)有限公司 (Hong Kong Robotics Technology (Shenzhen) Co. Ltd.*), a company established under the laws of the PRC with limited liability and is wholly-owned by HK Robotics as at the date of this announcement
"HK$"	Hong Kong dollar(s), the lawful currency of Hong Kong
"Hong Kong"	Hong Kong Special Administrative Region of the PRC
"Independent Third Party(ies)"	third party(ies) independent of and not connected with the Company and its connected persons
"IP"	intellectual property
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Mr. Huang"	Mr. Huang William Xiao-Qing(黃曉慶), details of which are set out in the section headed "INFORMATION OF THE PARTIES – Dataa"
"PRC"	the People's Republic of China which for the purpose of this announcement excludes Hong Kong, the Macau Special Administrative Region and Taiwan
"RMB"	Renminbi, the lawful currency of the PRC

"Shareholders"	holders of the Shares
"Shares"	ordinary shares in the share capital of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"substantial shareholder"	has the meaning ascribed to it under the Listing Rules
"Technology Licensing Agreement"	the technology licensing agreement dated 22 September 2025 and entered into among AI Group, HK Robotics PRC Co and Dataa, details of which are set out in the section headed "THE TECHNOLOGY LICENSING AGREEMENT"
"%"	per cent

* *the English translation of Chinese names or words in this announcement, where indicated, is included for information purpose only, and should not be regarded as the official English translation of such Chinese names or words*

By order of the Board
Hong Kong Robotics Group Holding Limited
Mr. Qin Jie
Executive Director

Hong Kong, 22 September 2025

As at the date of this announcement, the Board comprises one non-executive Director, namely, Mr. Li Mengzhe (Chairman), three executive Directors, namely, Ms. Wang Yingqian (Deputy Chairman), Mr. Qin Jie (Chief Executive Officer) and Mr. Li Haitao, and three independent non-executive Directors, namely, Mr. Liu Tonghui, Ms. Yin Meiqun and Mr. Ye Jianmu.