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FOUNDER HOLDINGS LIMITED
方正控股有限公司*
(Incorporated in Bermuda with limited liability)

(Stock Code: 00418)

CONTINUING CONNECTED TRANSACTIONS

(i) SUPPLEMENTAL AGREEMENT TO THE FOUNDER EASIPRINT LEASE AGREEMENT; (ii) AMENDMENT AGREEMENT TO THE FOUNDER EASIPRINT MANAGEMENT AGREEMENT; AND (iii) REVISION OF ANNUAL CAP

FOUNDER EASIPRINT LEASE AGREEMENT AND FOUNDER EASIPRINT MANAGEMENT AGREEMENT

Reference is made to the announcement of the Company dated 30 December 2024, in relation to, among other things, (i) the Founder EasiPrint Lease Agreement entered into between Founder EasiPrint and New Founder Boya on 30 December 2024 to lease the Premises from 1 January 2025 to 31 December 2025 at an annual rent of RMB2,501,041.00 (equivalent to approximately HK$2,744,000), and (ii) the Founder EasiPrint Management Agreement entered into between Founder EasiPrint and Shanghai Delin on 30 December 2025 in which Shanghai Delin agreed to provide Founder EasiPrint with property management services in relation to the Premises from 1 January 2025 to 31 December 2025 at an annual management fee of RMB1,702,501.68 (equivalent to approximately HK$1,868,000).

THE SUPPLEMENTAL LEASE AGREEMENT AND THE AMENDMENT MANAGEMENT AGREEMENT

On 26 September 2025, Founder EasiPrint and New Founder Boya entered into the Supplemental Lease Agreement, pursuant to which the parties agreed, among other things, the

termination of leasing of certain areas of the Premises, and the adjustment to the remaining quarterly rental payment and the total annual rent.

In view of the termination of leasing certain areas of the Premises, Founder EasiPrint and Shanghai Delin entered into the Amendment Management Agreement on 26 September 2025, pursuant to which the parties agreed, among other things, the adjustment to the service scope and the remaining monthly management fee.

LISTING RULES IMPLICATIONS

As at the date of this announcement, New Founder is interested in around 31.39% equity interest of the Company and is therefore a controlling shareholder and a connected person of the Company under the Listing Rules. New Founder Boya is an associate of New Founder by virtue of the fact that New Founder Boya is an indirect wholly-owned subsidiary of New Founder. Shanghai Delin is an associate of New Founder by virtue of the fact that Shanghai Delin is an indirect wholly-owned subsidiary of New Founder. Meanwhile, Founder EasiPrint is a wholly-owned subsidiary of the Company. Therefore, entering into the Supplemental Lease Agreement and the Amendment Management Agreement constitute continuing connected transactions of the Company.

Pursuant to the note to Rule 14A.35 of the Listing Rules, if there is any material variation of the terms or material delay in the completion of a connected transaction, the issuer must announce this fact as soon as practicable and re-comply with other applicable provisions under the Listing Rules. Further, pursuant to Rule 14A.71 of the Listing Rules, details of the Founder Electronics Lease Agreement, Founder Electronics Management Agreement, Founder EasiPrint Lease Agreement as supplemented by the Supplemental Lease Agreement, and Founder EasiPrint Management Agreement as supplemented by the Amendment Management Agreement will be included in the published annual reports and financial statements of the Company for the relevant financial year.

The Group adopted HKFRS 16 using the modified retrospective method of adoption from 1 January 2019. Under HKFRS 16, a contract is, or contains a lease if the contract conveys a right to control the use of an identified asset for a period of time in exchange for consideration. However, as allowed under HKFRS 16, the Group has elected not to recognise right-of-use assets and lease liabilities for leases that at the commencement date, have a lease term of 12 months or less. Instead, the Group recognises the lease payments associated with those leases as an expense on a straight-line basis over the lease term. Therefore, the leases under the

Founder Electronics Lease Agreement and the Founder EasiPrint Lease Agreement as supplemented by the Supplemental Lease Agreement are continuing connected transactions of the Company.

The Founder Electronics Lease Agreement, the Founder Electronics Management Agreement, the Founder EasiPrint Lease Agreement as supplemented by the Supplemental Lease Agreement, and the Founder EasiPrint Management Agreement as supplemented by the Amendment Management Agreement have been aggregated for the Listing Rules purposes on the basis that they all relate to the same properties that Founder Electronics and Founder EasiPrint leased from New Founder Boya at Shangdi Founder Building. Based on the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) in respect of the transactions contemplated under the Founder Electronics Lease Agreement, the Founder Electronics Management Agreement, the Founder EasiPrint Lease Agreement as supplemented by the Supplemental Lease Agreement, and the Founder EasiPrint Management Agreement as supplemented by the Amendment Management Agreement in aggregate, each of the relevant percentage ratios exceeds 0.1% but less than 5%, thus such continuing connected transactions are subject to the reporting, annual review and announcement requirements but are exempt from circular (including the independent financial advice) and independent shareholders' approval requirement under Rule 14A.76(2) of the Listing Rules.

THE SUPPLEMENTAL LEASE AGREEMENT

Reference is made to the announcement of the Company dated 30 December 2024, in relation to, among other things, Founder EasiPrint and New Founder Boya entered into the Founder EasiPrint Lease Agreement on 30 December 2024, according to which Founder EasiPrint agreed to lease the Premises from 1 January 2025 to 31 December 2025 at an annual rent of RMB2,501,041.00 (equivalent to approximately HK$2,744,000).

On 26 September 2025, Founder EasiPrint and New Founder Boya entered into the Supplemental Lease Agreement, the principal terms of which are set out below:

Date	26 September 2025
Parties	(i) Founder EasiPrint; and (ii) New Founder Boya

Subject matter

The amendment of the following terms of the Founder EasiPrint Lease Agreement as supplemented by the Supplemental Lease Agreement:

(i) Termination of leasing certain areas of the Premises

The parties agreed that Founder EasiPrint will terminate the leasing of Rooms 001, 002, 006 on the underground of Block 2 and the western area of Block 2, Founder Building, No. 9 Shangdi 5th Road (Street), Haidian District, Beijing for the remaining rental period under the Founder EasiPrint Lease Agreement (i.e. from 1 October 2025 to 31 December 2025). Pursuant to the Supplemental Lease Agreement, the rental areas of the Premises leased under the Founder EasiPrint Lease Agreement shall be reduced from 5,437.21 square meters to 3,682.01 square meters with effect from 1 October 2025.

(ii) Rent for the Premises

Due to the termination of leasing certain areas of the Premises as specified in the Supplemental Lease Agreement, the quarterly rental payment for the period from 1 October 2025 to 31 December 2025 is adjusted to RMB591,626.23 (approximately HK$649,000). Consequently, the total annual fee is adjusted to RMB2,467,406.98 (approximately HK$2,707,000).

Save for the above changes, other terms of the Founder EasiPrint Lease Agreement remain unchanged.

THE AMENDMENT MANAGEMENT AGREEMENT

Reference is made to the announcement of the Company dated 30 December 2024, in relation to, among other things, Founder EasiPrint and Shanghai Delin entered into the Founder EasiPrint Management Agreement on 30 December 2024, according to which Shanghai Delin agreed to provide Founder EasiPrint with property management services in relation to the Premises from 1 January 2025 to 31 December 2025 at an annual management fee of RMB1,702,501.68 (equivalent to approximately HK$1,868,000).

In view of the termination of leasing certain areas of the Premises, Founder EasiPrint and Shanghai Delin entered into the Amendment Management Agreement on 26 September 2025, the principal terms of which are set out below:

Date	26 September 2025
Parties	(i) Founder EasiPrint; and (ii) Shanghai Delin
Subject matter	The amendment of the following terms of the Founder EasiPrint Management Agreement as supplemented by the Amendment Management Agreement: (i) Adjustment to the service scope The parties agreed that with effect from 1 October 2025, the service scope shall be amended to the following area: 2nd floor (part) of Block 1, 3rd floor (part) of Block 1, 4th floor (part) of Block 1, 1st floor (part of the rooms) of underground of Block 1, Founder Building, No. 9 Shangdi 5th Road (Street), Haidian District, Beijing. Accordingly, the service scope will be reduced from 5,437.21 square meters to 3,682.01 square meters.

(ii) Adjustment to management fee

With effect from 1 October 2025, the management fee shall be calculated based on the adjusted service scope as specified in the Amendment Management Agreement, resulting in a total management fee of RMB99,165.27 (approximately HK$109,000) per period.

Save for the above changes, other terms of the Founder EasiPrint Management Agreement remain unchanged.

BASES FOR THE ADJUSTED RENT AND MANAGEMENT FEE

The terms of the Supplemental Lease Agreement and the Amendment Management Agreement have been agreed by the parties after arm's length negotiation and are on normal commercial terms.

The adjusted rental payment under the Supplemental Lease Agreement is determined by the parties with reference to, among other things, (i) the quarterly rent of RMB625,260.25 (approximately HK$686,000) under the Founder EasiPrint Lease Agreement and (ii) the termination of leasing certain areas of the Premises leased under the Founder EasiPrint Lease Agreement.

The adjusted management fee under the Amendment Management Agreement is determined by the parties with reference to, among other things, (i) the monthly management fee of RMB141,875.14 (approximately HK$156,000) under the Founder EasiPrint Management Agreement and (ii) the adjusted service scope as specified in the Amendment Management Agreement.

ANNUAL CAP

The 2025 Lease Agreements and the 2025 Management Agreements have been aggregated for the Listing Rules purposes on the basis that they all relate to the same properties that Founder Electronics and Founder EasiPrint leased from New Founder Boya at Shangdi Founder Building. Accordingly, the annual cap for the year ending 31 December 2025 was RMB16,615,144.40 (approximately HK$18,227,000). Similarly, the Founder Electronics Lease Agreement, the Founder Electronics Management Agreement, the Founder EasiPrint Lease

Agreement as supplemented by the Supplemental Lease Agreement, and the Founder EasiPrint Management Agreement as supplemented by the Amendment Management Agreement have been aggregated for the Listing Rules purposes by virtue of the same reason, and the revised annual cap shall be RMB16,453,380.73 (approximately HK$18,049,000) for the year ending 31 December 2025, which is determined based on annual rent and annual management fee under the Founder Electronics Lease Agreement, the Founder Electronics Management Agreement, the Founder EasiPrint Lease Agreement as supplemented by the Supplemental Lease Agreement, and the Founder EasiPrint Management Agreement as supplemented by the Amendment Management Agreement.

REASONS FOR AND BENEFITS OF THE SUPPLEMENTAL LEASE AGREEMENT AND THE AMENDMENT MANAGEMENT AGREEMENT

The Group has been leasing certain premises at Shangdi Founder Building as offices for over ten years. The reason to terminate the leasing of certain parts of the Premises by Founder EasiPrint is to reduce the operating costs in order to cope with the challenging business environment. The Directors (including the independent non-executive Directors) are of the view that transactions under the Supplemental Lease Agreement and the Amendment Management Agreement are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business of the Group and in the interests of the Company and its shareholders as a whole.

INFORMATION ON THE GROUP

The Group is principally engaged in software development and provision of systems integration services relating to the media and non-media industries including financial institutions, enterprises and government departments. The Group purchases information hardware products for its customers in order to establish computer systems. It also provides software and hardware solutions to its customers as well as for use in its software development business.

INFORMATION OF NEW FOUNDER BOYA AND SHANGHAI DELIN

New Founder Boya is an associate of New Founder by virtue of the fact that New Founder Boya is an indirect wholly-owned subsidiary of New Founder.

New Founder Boya is principally engaged in property management, non-residential real estate leasing, car park services, corporate management, conference and exhibition services, and hotel management.

Shanghai Delin is an associate of New Founder by virtue of the fact that Shanghai Delin is an indirect wholly-owned subsidiary of New Founder.

Shanghai Delin is principally engaged in property management, evaluation of property service, commercial complex management services, non-residential real estate leasing, residential housing leasing, park management services and car park services.

As at the date of this announcement, the ultimate majority shareholder of New Founder is Ping An which holds 66.51% equity interest in New Founder and is a controlling shareholder of the Company. It is principally engaged in the business of insurance, banking, investment and Internet finance products and services.

Zhuhai Huafa Group Co., Ltd. (on behalf of Zhuhai State-owned Assets) (珠海華發集團有限公司（代表珠海國資）) indirectly holds 28.5% equity interest in New Founder, and is principally engaged in development and operation of properties. The remaining equity interest in New Founder is directly held by Zhuhai Founder No. 1 Enterprise Management Partnership (Limited Partnership) (珠海市方正一號企業管理合夥企業（有限合夥）) by 1.63% and Zhuhai Founder No. 2 Enterprise Management Partnership (Limited Partnership) (珠海市方正二號企業管理合夥企業（有限合夥）) by 3.36%, both of which are shareholding platform companies of the creditors of the Five Companies including Peking Founder.

LISTING RULES IMPLICATIONS

As at the date of this announcement, New Founder is interested in around 31.39% equity interest of the Company and therefore a controlling shareholder and a connected person of the Company under the Listing Rules. New Founder Boya is an associate of New Founder by virtue of the fact that New Founder Boya is an indirect wholly-owned subsidiary of New Founder. Shanghai Delin is an associate of New Founder by virtue of the fact that Shanghai Delin is an indirect wholly-owned subsidiary of New Founder. Meanwhile, Founder EasiPrint is a wholly-owned subsidiary of the Company. Therefore, the transactions contemplated under the Supplemental Lease Agreement and the Amendment Management Agreement will be continuing connected transactions of the Company.

Pursuant to the note to Rule 14A.35 of the Listing Rules, if there is any material variation of the terms or material delay in the completion of a connected transaction, the issuer must announce this fact as soon as practicable and re-comply with other applicable provisions under the Listing Rules. Further, pursuant to Rule 14A.71 of the Listing Rules, details of the Founder Electronics Lease Agreement, Founder Electronics Management Agreement, Founder EasiPrint

Lease Agreement as supplemented by the Supplemental Lease Agreement, and Founder EasiPrint Management Agreement as supplemented by the Amendment Management Agreement will be included in the published annual reports and financial statements of the Company for the relevant financial year.

The Group adopted HKFRS 16 using the modified retrospective method of adoption from 1 January 2019. Under HKFRS 16, a contract is, or contains a lease if the contract conveys a right to control the use of an identified asset for a period of time in exchange for consideration. However, as allowed under HKFRS 16, the Group has elected not to recognise right-of-use assets and lease liabilities for leases that at the commencement date, have a lease term of 12 months or less. Instead, the Group recognises the lease payments associated with those leases as an expense on a straight-line basis over the lease term. Therefore, the leases under the Founder Electronics Lease Agreement and the Founder EasiPrint Lease Agreement as supplemented by the Supplemental Lease Agreement are continuing connected transactions of the Company.

The Founder Electronics Lease Agreement, the Founder Electronics Management Agreement, the Founder EasiPrint Lease Agreement as supplemented by the Supplemental Lease Agreement, and the Founder EasiPrint Management Agreement as supplemented by the Amendment Management Agreement have been aggregated for the Listing Rules purposes on the basis that they all relate to the same properties that Founder Electronics and Founder EasiPrint leased from New Founder Boya at Shangdi Founder Building. Based on the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) in respect of the transactions contemplated under the Founder Electronics Lease Agreement, the Founder Electronics Management Agreement, the Founder EasiPrint Lease Agreement as supplemented by the Supplemental Lease Agreement, and the Founder EasiPrint Management Agreement as supplemented by the Amendment Management Agreement in aggregate, each of the relevant percentage ratios exceeds 0.1% but less than 5%, thus such continuing connected transactions are subject to the reporting, annual review and announcement requirements but are exempt from circular (including the independent financial advice) and the independent shareholders' approval requirement under Rule 14A.76(2) of the Listing Rules.

To the best knowledge, information and belief of the Directors after having made all reasonable enquiries, no Director has material interest in the Supplemental Lease Agreement and the Amendment Management Agreement and will be required to abstain from voting on the relevant Board resolution approving the Supplemental Lease Agreement and the Amendment Management Agreement.

DEFINITIONS

In this announcement, unless the context requires otherwise, the following terms shall have the meanings set out below:

"2025 Lease Agreements"	Founder Electronics Lease Agreement and Founder EasiPrint Lease Agreement
"2025 Management Agreements"	Founder Electronics Management Agreement and Founder EasiPrint Management Agreement
"Amendment Management Agreement"	the supplemental management agreement to the Founder EasiPrint Management Agreement dated 26 September 2025 entered into between Founder EasiPrint and Shanghai Delin
"associate(s)"	has the meaning as ascribed thereto under the Listing Rules
"Board"	the board of Directors of the Company
"Company"	Founder Holdings Limited (方正控股有限公司*), a company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange under the stock code 00418
"connected person(s)"	has the same meaning as ascribed thereto under the Listing Rules
"controlling shareholder"	has the same meaning as ascribed thereto under the Listing Rules
"Director(s)"	the director(s) of the Company
"Five Companies including Peking Founder"	Peking University Founder Group Company Limited, Peking University Founder Information Industry Group Co., Ltd., Founder Industry Holdings Co., Ltd., PKU Healthcare Industry Group Co., Ltd., and Peking University Resource Group Limited

"Founder EasiPrint"	北京方正印捷數碼技術有限公司 (Beijing Founder EasiPrint Digital Technology Co., Ltd.*), a company incorporated in the PRC and a subsidiary of the Company which is principally engaged in software development and systems integration business
"Founder EasiPrint Lease Agreement"	the lease agreement dated 30 December 2024 and entered into between Founder EasiPrint and New Founder Boya in relation to the lease of the Premises by Founder EasiPrint from New Founder Boya for a term of twelve months ending on 31 December 2025
"Founder EasiPrint Management Agreement"	the management agreement dated 30 December 2024 and entered into between Founder EasiPrint and Shanghai Delin, according to which Shanghai Delin will provide Founder EasiPrint with property management services in relation to the Premises for a term of twelve months ending on 31 December 2025
"Founder Electronics"	北京北大方正電子有限公司 (Beijing Founder Electronics Co., Ltd.*), a company incorporated in the PRC and a subsidiary of the Company which is principally engaged in software development and systems integration business
"Founder Electronics Lease Agreement"	the lease agreement dated 30 December 2024 and entered into between Founder Electronics and New Founder Boya in relation to the lease of certain premises at Shangdi Founder Building by Founder Electronics from New Founder Boya for a term of a twelve months ending on 31 December 2025
"Founder Electronics Management Agreement"	the management agreement dated 30 December 2024 and entered into between Founder Electronics and Shanghai Delin, according to which Shanghai Delin will provide Founder Electronics with property management services in relation to the office premises leased by Founder Electronics at Shangdi Founder Building for a term of twelve months ending on 31 December 2025

"Group"	the Company and its subsidiaries
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"HKFRS"	Hong Kong Financial Reporting Standards
"Hong Kong"	The Hong Kong Special Administrative Region of the People's Republic of China
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time)
"New Founder Boya"	Beijing New Founder Boya Real Estate Management Co., Ltd.* (北京新方正博雅不動產管理有限公司), a company incorporated in the PRC
"PRC"	the People's Republic of China
"Premises"	the premises situated at 2nd floor (part) of Block 1, 3rd floor (part) of Block 1, 4th floor (part) of Block 1, 1st floor (part) of underground of Block 1 and 1st floor (part) of underground of Block 2 of Shangdi Founder Building, with a total area of 5,437.21 square meters
"RMB"	Renminbi, the lawful currency of the PRC
"Shangdi Founder Building"	上地方正大廈 (Shangdi Founder Building) at No. 9, Shangdi 5th Street (also known as Shangdi Information Industry Base), Haidian District, Beijing, the PRC
"Shanghai Delin"	Shanghai Delin Property Management Co., Ltd.* (上海德麟物業管理有限公司), a company incorporated in the PRC
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"subsidiary"	has the meaning ascribed to it under the Listing Rules

"Supplemental Lease Agreement"	the supplemental lease agreement to the Founder EasiPrint Lease Agreement dated 26 September 2025 entered into between Founder EasiPrint and New Founder Boya
"%"	per cent.

By Order of the Board
Founder Holdings Limited
Zhang Jian Guo
Chairman

Hong Kong, 26 September 2025

The exchange rate adopted in this announcement for illustration purpose only is RMB1.00 = HK$1.0970.

As at the date of this announcement, the Board comprises executive Directors of Mr. Zhang Jian Guo (Chairman and President), Mr. Wang Jin Chao, Mr. Guo Song, Mr. Xu Chengjie, Mr. Li Shuo Feng and Ms. Wu Jing, and the independent non-executive directors of Mr. Chan Chung Kik, Lewis, Mr. Lai Nga Ming, Edmund and Mr. Chak Chi Shing.

* *For identification purposes only*