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思考乐教育
SCHOLAR EDUCATION

SCHOLAR EDUCATION GROUP
思考樂教育集團

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1769)

DISCLOSEABLE TRANSACTION
FORMATION OF JOINT VENTURE COMPANY

FORMATION OF JOINT VENTURE COMPANY

The Board is pleased to announce that on 4 November 2025 (after trading hours of the Stock Exchange), the Group entered into the JV Agreement with Shenzhen Huaxia Junyong pursuant to which the parties agreed to establish the JV Company with a registered capital of RMB385.0 million for the research and development of educational artificial intelligence robots.

Pursuant to the terms of the JV Agreement, the registered capital of the JV Company will be RMB385.0 million. The Group and Shenzhen Huaxia Junyong will contribute RMB115.5 million and RMB269.5 million, respectively, towards the registered capital of the JV Company. Upon its establishment, the JV Company will be owned as to 30% and 70% by the Group and Shenzhen Huaxia Junyong, respectively. Accordingly, the JV Company will be accounted for as an associate company of the Group and its financial results will be accounted for using the equity method of accounting in the consolidated financial statements of the Group.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios in respect of the formation of the JV Company exceed 5% but less than 25%, the formation of the JV Company constitutes a discloseable transaction on the part of the Company and is subject to the reporting and announcement requirements but is exempted from the circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

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THE JV AGREEMENT

The principal terms of the JV Agreement are set out below:

Date:	4 November 2025
Parties:	(1) Shenzhen Fengye; and (2) Shenzhen Huaxia Junyong
Registered capital:	RMB385,000,000
Main businesses to be conducted:	the research and development of educational artificial intelligence robots.
Shareholding and capital commitment:	The parties shall make a total capital contribution of RMB385.0 million, of which (i) Shenzhen Fengye shall contribute in cash RMB115.5 million, accounting for 30% of the registered capital of the JV Company; and (ii) Shenzhen Huaxia Junyong shall contribute in cash RMB269.5 million, accounting for 70% of the registered capital of the JV Company. The capital contribution and equity percentages in the JV Company will be as follows:

Shareholder	**Capital contribution** *RMB*	**Equity percentage**
Shenzhen Fengye	115,500,000	30%
Shenzhen Huaxia Junyong	269,500,000	70%
Total	385,000,000	100%

Accordingly, the JV Company will be accounted for as an associate company of the Group and its financial results will be accounted for using the equity method of accounting in the consolidated financial statements of the Group.

The amount of capital contribution was determined after arm's length negotiation between the parties to the JV Agreement with reference to the expected capital requirements, the preliminary business plan of the JV Company, the total registered capital of the JV Company and their respective interests in the JV Company. Shenzhen Fengye and Shenzhen Huaxia Junyong shall settle their committed capital contribution by 31 March 2026, or by a date mutually agreed upon by both parties.

The Group intends to finance its investment in the JV Company primarily using the portion of proceeds from the new share subscriptions allocated to projects in artificial intelligence, as disclosed in the announcement of the Company dated 15 October 2025, along with internal resources as appropriate.

Board of directors: The board of directors of the JV Company shall consist of three directors. The Group is entitled to nominate one director while Shenzhen Huaxia Junyong is entitled to nominate two directors.

Distribution of profit: The parties to the JV Agreement shall be entitled to the profit of the JV Company as well as other shareholders rights and benefits, according to their respective proportion of paid-up capital contribution actually made.

Termination: The JV Agreement shall terminate if any of the following circumstances occur:

(1) Shenzhen Fengye and Shenzhen Huaxia Junyong agree to terminate the JV Agreement in the best interests of both parties;

(2) The shareholders' meeting of the JV Company resolves to dissolve the JV company;

(3) The JV Company is declared bankrupt according to law;

(4) The JV Company is unable to achieve its operating objectives; then the two parties discuss the exit mechanism;

(5) The JV Company suffers significant losses due to force majeure events as referred to in the JV Agreement in any fiscal year, or the JV Company is unable to continue operations due to the occurrence of force majeure events, and such situation lasts for one hundred and eighty (180) days or more, either party may terminate the JV Agreement in advance;

(6) If one party is adjudged bankrupt through applicable legal procedures, the other party may terminate the JV Agreement in advance;

(7) If one party breaches the JV Agreement and the other party unilaterally terminates the JV Agreement in accordance with the provisions of the JV Agreement;

(8) The JV Company's business license is revoked, ordered to close or is revoked in accordance with the law;

(9) The JV Company is unable to repay its debts, or any authorisation, license or registration necessary for its business activities is revoked, invalidated or not renewed upon expiration, either party may terminate this Agreement in advance;

(10) The JV Company needs to be dissolved due to merger or division;

(11) The JV Company is dissolved by the People's Court in accordance with the law; and

(12) Other dissolution circumstances prescribed by laws and administrative regulations.

Upon termination/cancellation of the JV Agreement, all parties shall jointly conduct liquidation with a neutral party engaged if necessary or comply with any other liquidation method specified by the applicable laws and regulations or the articles of association of the JV Company. If there are any remaining assets after liquidation, all parties must wait until the JV Company has paid off all its debts before they can request the return of their capital contributions, which will then be distributed based on their respective proportion of paid-up capital contribution actually made.

INFORMATION OF THE PARTIES TO THE JV AGREEMENT

Shenzhen Fengye is a company established in the PRC and a subsidiary of the Company. The principal business activities of the Group are the provision of private education services in the PRC.

Shenzhen Huaxia Junyong is a company established in the PRC and is principally engaged in the development of foundational artificial intelligence software, theoretical and algorithmic software, and application software; and research and development and sales of artificial intelligence robots. To the best of the Directors' knowledge, information and belief, having made reasonable enquires, Shenzhen Huaxia Junyong and its ultimate beneficial owners are Independent Third Parties.

REASONS FOR AND BENEFITS OF FORMATION OF THE JV AGREEMENT

The Company believes that the research and development of educational artificial intelligence robots complements the Group's existing businesses and will create synergies for the Group's overall business development.

The establishment of the JV Company will accelerate the Group's entry into the educational artificial intelligence robotics industry and boost its overall business development. Leveraging the JV Company's network and resources, the Group will gain access to diverse and advanced equipment and technologies, elevate its technological development capabilities, and accumulate valuable experience and technical expertise, thereby enhancing the Group's competitive advantage in the educational artificial intelligence robotics field. For example, educational artificial intelligence robots may support teaching by recognising handwritten characters and complex formulas with a high-resolution scanning camera to provide students with step-by-step solutions and learning analysis, providing real-time interactive feedback and providing teachers with analyses on students' behavior to assist them in providing personalised teaching.

The terms of the JV Agreement were negotiated after arm's length negotiations. The Directors are of the view that the terms of the JV Agreement are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios in respect of the formation of the JV Company exceed 5% but less than 25%, the formation of the JV Company constitutes a discloseable transaction on the part of the Company and is subject to the reporting and announcement requirements but is exempted from the circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

Unless otherwise specified, the following terms have the following meanings in this announcement:

"Board"	the board of Directors of the Company;
"Company"	Scholar Education Group, an exempted company incorporated in the Cayman Islands with limited liability on 7 February 2018;
"connected person(s)"	has the meaning given to it under the Listing Rules;
"Director(s)"	director(s) of the Company;
"Group"	the Company and its subsidiaries;
"JV Agreement"	the joint venture agreement dated 4 November 2025 entered into between Shenzhen Fengye and Shenzhen Huaxia Junyong in relation to the formation of the JV Company;
"JV Company"	the company to be formed under the JV Agreement and to be established under the laws of the PRC with limited liability;
"Independent Third Party(ies)"	any person(s) or company(ies) and their respective ultimate beneficial owner(s) whom, to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, are third parties independent of the Company and connected persons of the Company in accordance with the Listing Rules;
"Listing Rules"	The Rules Governing the Listing of Securities on the Stock Exchange;
"PRC"	The People's Republic of China;
"RMB"	Renminbi, the lawful currency of the PRC;
"Shareholder(s)"	Shareholders of the Company;
"Shenzhen Fengye"	Fengye (Shenzhen) Technology Co., Ltd.* (楓燁(深圳)科技有限公司), a company established in the PRC and a subsidiary of the Company;
"Shenzhen Huaxia Junyong"	Shenzhen Huaxia Junyong Robotics Technology Co., Ltd.* (深圳華夏雋永機器人科技有限公司), a company established in the PRC;

"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"%"	per cent.

* *The English transliteration of the names of the PRC entities in this announcement, where indicated, is included for information only, and should not be regarded as the official English addresses.*

By Order of the Board
SCHOLAR EDUCATION GROUP
CHEN QIYUAN
Chairman and Executive Director

Hong Kong, 4 November 2025

As at the date of this announcement, the Board comprises:

Executive directors
Mr. Chen Qiyuan *(chairman)*
Mr. Qi Mingzhi *(chief executive officer)*
Ms. Li Ailing
Ms. Leng Xinlan

Independent non-executive directors
Mr. Yang Xuezhi
Ms. Yim Ka Man
Prof. Zhang Wenjun