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.

XIAOCAIYUAN INTERNATIONAL HOLDING LTD.
小菜園國際控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 0999)

(1) ADOPTION OF THE SHARE INCENTIVE SCHEME; AND (2) AUTHORIZATION TO THE CHAIRMAN TO HANDLE MATTERS IN RELATION TO THE SHARE INCENTIVE SCHEME AS THE SCHEME ADMINISTRATOR

(1) ADOPTION OF THE SHARE INCENTIVE SCHEME

To enable the Company to grant share incentives as part of its incentives and rewards to participants for the growth and development of the Group, the board (the "**Board**") of directors (the "**Directors**") of Xiaocaiyuan International Holding Ltd. (the "**Company**") is pleased to announce that the Board has resolved the adoption of the Share Incentive Scheme on 20 November 2025.

The Share Incentive Scheme constitutes a share scheme under Chapter 17 of the Listing Rules that is settled with existing shares and is subject to the applicable disclosure requirements under Rule 17.12 of the Listing Rules. However, it does not constitute a share scheme under Chapter 17 of the Listing Rules that involves the issue of new shares. Therefore, the adoption of the Share Incentive Scheme will not require the approval of the shareholders of the Company ("**Shareholders**").

The major terms of the Share Incentive Scheme are set out as below:

1. Purpose and Objectives

The Company has formulated the Scheme to further complete the corporate governance structure, improve a medium- and long-term incentive mechanism integrated with incentives and restraints, and fully motivate the management and technical and business core staff.

2. Administration

The Board authorizes the Scheme Administrator to administer based on the Share Incentive Scheme and the Trust Deed. The decision of the Board or the Scheme Administrator with respect to any matter arising under the Share Incentive Scheme (including the interpretation of any provision) shall be final and binding on the parties.

3. Types of Incentive Shares

The incentive shares under the Scheme are mainly in the form of Options and RSUs. The Scheme Administrator may decide to grant incentive shares in other forms based on the specific circumstances of the Company.

4. Validity Period

According to the rules of the Scheme (the "**Scheme Rules**"), unless the Board may determine any early termination, the Scheme shall be valid and effective for a term of ten (10) years commencing on its adoption date (the "**Adoption Date**"), after which no further options or restricted share units shall be granted.

5. Source of the Incentive Shares

The source of shares under the Scheme will be satisfied by: Mr. Wang Shugao ("**Mr. Wang**", an executive director, the chairman of the Board and the general manager of the Company, and one of the controlling shareholders) will donate or transfer the economic interests of certain Shares held by him through the shareholding platforms of XCY Future Limited, XCY Yongqing Limited, XCY Xuyuan Limited, XCY Huiming Limited, XCY Weiyuan Limited, XCY Zhiyuan Limited and XCY Liyuan Limited as the source of shares for the Share Incentive Scheme.

6. Eligible Participants

Pursuant to the Scheme Rules, all forms of incentives may be granted to co-founders, directors, senior management, employees, external advisors and business partners of the Company and any member of the Group, service providers of the Company and any member of the Group, and staff who have a significant impact on the operating performance and future development of the Company as determined by the Scheme Administrator. For the avoidance of doubt, service providers shall exclude placing agents or financial advisors offering consulting services for fund-raising, mergers or acquisitions, or professional service providers, including auditors or valuers, who provide assurance services or are required to perform services with impartiality and objectivity.

7. Options

(1) Grant

(A) Grant date. The date on which the Company grants the Options to the Eligible Participants, as specified in the share incentive grant agreement.

(B) Grant conditions. The Scheme Administrator may establish different grant conditions for the Eligible Participants across different batches, which may be specified in the Incentive Shares Grant Agreement.

(2) Vesting

(A) Vesting arrangements. The Options or RSUs granted under the Scheme may be vested in one go or by batches, and the specific vesting period arrangements shall be subject to the shares incentive grant agreement.

(B) Vesting conditions. The Company may set certain vesting conditions for the Eligible Participants based on their years of service and performance appraisal, which may be specified in the shares incentive grant agreement. The Scheme Administrator may also set other vesting conditions based on the specific circumstances of the Company.

(3) Exercise

(A) Exercisable Date. The specific exercise time shall be uniformly arranged by the Scheme Administrator based on the Company's shareholding situation, and shall be subject to the Options Grant Agreement, Trust Deed and the arrangements of the Scheme Administrator.

(B) Exercise Price. The exercise price of the Options under the Scheme shall be subject to the agreement in the Options Grant Agreement signed between the Scheme Administrator and the Eligible Participants.

8. RSUs

(1) Grant

(A) Grant date. The date on which the Company grants the RSUs to the Eligible Participants, as specified in the share incentive grant agreement.

(B) Grant conditions. The Scheme Administrator may establish different grant conditions for the Eligible Participants across different batches, which may be specified in the Incentive Shares Grant Agreement.

(C) Grant Price. The Grant Price of the RSUs under the Scheme shall be subject to the agreement in relation to the RSUs Grant Agreement entered into between the Company and the Eligible Participants.

(2) Vesting

(A) Vesting arrangements. The RSUs granted under the Scheme may be vested in one go or by batches, and the specific vesting period arrangements shall be subject to the shares incentive grant agreement.

(B) Vesting conditions. The Company may set certain vesting conditions for the Eligible Participants based on their years of service and performance appraisal, which may be specified in the shares incentive grant agreement. The Scheme Administrator may also set other vesting conditions based on the specific circumstances of the Company.

9. Share Reduction Undertakings

In view of the voluntary lock-up undertakings by shareholders in the prospectus of the Company dated December 12, 2024, the Shares granted under the Scheme (regardless of whether the Eligible Participants remain in an employment or service provider relationship with the Company) shall at a minimum comply with the following reduction undertakings:

1. The Eligible Participants will not sell any Shares of the Company directly or indirectly held by them within 18 months from the Listing Date of the Company (i.e., December 20, 2024);

2. Upon the expiration of the 18-month period after the Listing Date of the Company, the Eligible Participants may, directly or indirectly, in total decrease their granted Shares to the extent no more than 45%, subject to the condition that during the period of 18 months to 30 months, 30 months to 42 months, 42 months to 54 months, 54 months to 66 months from the Listing Date and upon the expiration of the 66-month period after the Listing Date, they shall decrease their granted Shares in the Company, directly or indirectly, to the extent no more than 27%, 4.5%, 4.5%, 4.5% and 4.5% at each respective period.

On the basis of satisfying the aforementioned undertakings regarding reduction of holdings, the Scheme Administrator may stipulate other relevant rules for reduction of holdings in the shares incentive grant agreement and Trust Deed signed with the Eligible Participants.

10. Cancelation of Share Incentives

Unless the Scheme Administrator determines otherwise, the Share Incentives of an Eligible Participant shall be deemed canceled upon the occurrence of the following events. And, the canceled Share Incentives will be returned to the trustee, and such Share Incentives will be regarded as utilized and will not be used for the purpose of granting shares under the scheme thereafter:

(1) Options and/or RSUs not yet granted after the expiry of the scheme period of the Scheme;

(2) Upon early termination of the Scheme, Options and/or RSUs granted but not yet vested;

(3) If a fault event occurs to an Eligible Participant, the incentive shares granted to him/her will be deemed canceled. Unexercised Options terminate exercise, and unvested RSUs terminate vesting. For vested but unsold Options and/or vested but unsold RSUs held by Eligible Participants, the Scheme Administrator has the right to require them to return the cash or other proceeds to the entity designated by the Scheme Administrator when reducing their shareholding. If the incentive shares have been sold for profit, the Scheme Administrator has the right to require the Eligible Participant to return the cash or other proceeds to the entity designated by the Scheme Administrator. When an Eligible Participant commits an event of default, he/she shall simultaneously bear any losses, compensation, and expenses caused to the Company or its affiliates as a result. Unless otherwise provided or determined by the Incentive Shares Award Agreement or the Scheme Administrator. Eligible Participants are obliged to actively cooperate in completing the signing of relevant legal documents;

(4) Other circumstances as determined by the Scheme Administrator.

"Fault matters" includes the following, subject to the terms of the Incentive Shares Grant Agreement:

a. where the Eligible Participant commits wilful misconduct or gross negligence, seriously violates the rules and regulations, labor contract/consultancy service agreement of the Company or its affiliates, or commits other serious misconduct, causing significant loss or damage to the Company or its affiliates;

b. the Eligible Participant has committed a criminal offense for misconduct against the Company or its affiliates;

c. Any violation by the Eligible Participant of the confidentiality obligations under Chapter 13 of the Scheme and leakage of trade secrets of the Company or its affiliates;

d. the Eligible Participant violates the internal system of the Company or its affiliates regarding anti-corruption and anti-commercial bribery;

e. the Eligible Participant violates the non-competition or non-solicitation obligations of the Company or its affiliates;

f. the Eligible Participant engages in unfair competition during his/her employment/consultancy period or after his/her departure/termination of consultancy services, or intentionally defames the Company's reputation in public or through other public channels, disseminates remarks unfavorable to the Company, or commits other acts of slandering or defaming the Company;

g. other matters determined by the Scheme Administrator.

11. Lapse of Share Incentives

In the event of a non-fault event concerning an Eligible Participant, all of his/her unvested Shares shall be deemed to have lapsed, and the vesting of unvested Options/RSUs shall terminate. For vested but unexercised Options, the Eligible Participant should choose whether to exercise them within the period specified by the Scheme Administrator after the date of the non-fault event. If the Eligible Participant fails to exercise the vested Options within the specified period, such Options shall immediately lapse. Lapsed Share Incentives will be returned to the trustee and may continue to be used for the purpose of granting Share Incentives under the Scheme. The vested and unsold RSUs and exercised and unsold Options shall continue to be held by the Eligible Participants, but shall remain subject to the lock-up undertakings under the Scheme, and other undertakings in the Incentive Shares Grant Agreement and Trust Deed.

If, due to any legal provisions, the Scheme Rules cannot be enforced for a certain period, both parties shall execute them in the manner stipulated in the Scheme Rules within one month after the end of that period or when the law permits such transfer.

"Non-Fault Matters" refers to an Eligible Participant's exit not due to fault, including the items listed below, subject to the terms of the Incentive Shares Grant Agreement:

a. the Eligible Participant voluntarily resigned;

b. the Eligible Participant and the Company mutually agree to terminate the employment relationship/service provision relationship;

c. the labor/service contract of the Eligible Participant expires without renewal;

d. the Eligible Participant terminates the labor relationship due to redundancy of the Company;

e. retirement of the Eligible Participant;

f. the Eligible Participant loses the labor capability;

g. the Eligible Participant passes away or is declared dead according to law;

h. other matters identified by the Scheme Administrator.

12. Voting rights

The trustee shall not exercise any voting rights and powers attached to any Shares held upon the trust (including but not limited to incentive shares, returned shares, any bonus shares and dividend shares).

13. Transferability of Options or RSUs

With respect to the Options and RSUs (and the corresponding trust interests in respect of such Shares) that have not been sold through the unified arrangements of the Scheme Administrator, the Eligible Participants shall not sell, transfer, pledge, encumber, or otherwise dispose of such Options or RSUs to any third party without the written consent of the Scheme Administrator, unless otherwise provided in the Scheme, the Incentive Shares Grant Agreement, or as otherwise resolved by the Scheme Administrator.

14. Limitations

In the following circumstances, no incentive shares shall be granted by the Board, and no instructions to acquire any Shares shall be given to the trustee under the Share Incentive Scheme: (a) after an event involving inside information of the Company has arisen or such event has become the subject of a decision, until such information has been publicly announced in accordance with applicable laws and the Listing Rules; (b) during the blackout period applicable to the publication of the Company's annual or interim results as stipulated under the Listing Rules; and (c) in any circumstance prohibited by the Listing Rules or any other applicable laws, or where any requisite approval from any governmental or regulatory authority has not been granted.

(2) TO AUTHORIZE THE CHAIRMAN TO DEAL WITH MATTERS RELATED TO THE SHARE INCENTIVE SCHEME AS THE SCHEME ADMINISTRATOR

To ensure the successful implementation of the Scheme, the Board authorized the Chairman, Mr. Wang Shugao (an executive director, the chairman of the Board and the general manager of the Company, and one of the controlling shareholders) as the administrator of the Incentive Scheme, and to handle matters pertaining to the Share Incentive Scheme with full authority, including but not limited to the following powers:

a. To select and determine the Eligible Participants to whom Shares may be granted from time to time pursuant to the Scheme (if any proposed recipient of the Shares to be granted requires the approval of the shareholders of the Company and/or the Board pursuant to the Articles of Association, Board resolutions and/or applicable corporate policies, such selection and determination shall be effected after obtaining such approval);

b. To determine the type and number of Share Incentives to be granted to each Eligible Participant (if the number of Share Incentives proposed to be granted to certain participants requires the approval of the shareholders of the Company and/or the Board in accordance with the Articles of Association, Board resolutions and/or applicable corporate policies, such determination shall be implemented after obtaining such approval), the grant date of such Share Incentives and the number of Shares involved in each award;

c. To determine the Exercise Price of Options or the purchase price of RSUs;

d. To stipulate the form of share incentive related agreements for use under the Scheme, to sign any share incentive related agreements with any participants on behalf of the Company, and to amend any share incentive related agreements; provided that one of the following conditions is met: (1) the amendment would not materially and adversely affect the rights or obligations of participants holding relevant Share Incentives; (2) obtaining the consent of the affected Eligible Participants; (3) the amendment is permitted by the Scheme and the applicable share award agreements. Any amendment to the Share Incentives under the Scheme is not required to be uniform for every Eligible Participant;

e. To determine the terms and conditions of all granted Share Incentives (including but not limited to the Exercise Price of the Options, the purchase price of RSUs, vesting, transfer or exercise time, performance criteria, time of allocation of shares to Eligible Participants, time of delivery, allocation or disposal of Shares by the trustee under RSUs, payment of awards in the form of Shares (including through beneficiary interests in a trust), suspension rules for award vesting during leave or employment termination, acceleration of vesting or waiver of restrictions on cancelation, whether relevant shares should continue to be held by the holding vehicle in the form of beneficiary interests in a trust after award vesting or exercise, and restrictions on any share incentives or related shares, all based on factors determined at the sole discretion of the Scheme Administrator);

f. To determine all matters relating to the suspension or termination of the status of an Eligible Participant (including whether the termination is a "Misconduct Event" (whether the Eligible Participant constitutes a "Competition Violation" or "Management Misconduct", or other "Misconduct Event" occurring under Clause 11.2), whether the termination is due to "Legal Incapacity"), determine the effective date of the suspension or termination (which may be the date of resignation notice or the date of the act constituting a "Misconduct Event"), determine whether a particular leave of absence constitutes a termination of service relationship, and determine the consequences of such suspension or termination (including adjustment or cancelation of all or part of the awards, shares or trust beneficial interests);

g. To determine whether the transfer of an employee, Advisor or director between Group members and related entities constitutes a termination of their Eligible Participant status;

h. To determine whether a business is a "competitor", a list of competitors, or whether certain activities constitute competitive behavior against members of the Group;

i. To deal with matters such as partial or full cancelation of incentive shares in accordance with the Scheme;

j. To formulate performance assessment arrangements under the Scheme, review and confirm vesting qualifications and conditions (excluding awards whose vesting qualifications and conditions are required to be confirmed by the Board in accordance with the Articles of Association or at the request of the Board/shareholders; the vesting qualifications and conditions of such awards shall be confirmed by the Board), and formulate specific schemes to determine the number of Shares involved in vesting, accelerated vesting, deferred vesting and cancelation;

k. Within the scope permitted by the Applicable Laws, determine matters related to the sale, realization, dividend payment, and share transfer restrictions after the settlement of Share Incentives or trust units in Shares (including the timing, amount, and price of sale or realization);

l. All necessary matters involved in the Grant, Vesting, Exercise, cancelation, realization or forfeiture of Share Incentives (and related trust units), including submitting applications to relevant securities regulatory authorities or clearing and settlement companies, and handling other necessary or appropriate matters;

m. To determine matters related to the Options Exercise (including the determination of Eligible Participants, Exercise window, term, amount, price, type of securities obtainable upon exercise of Shares and other exercise terms);

n. To administer the Scheme (including stipulating or revising the rules for the administration and implementation of the Scheme from time to time as necessary, provided that they are consistent with the terms of the Scheme), to determine and change the trustee (or nominee), to exercise voting rights through an agent for shares delivered to participants and Shares in the Share Pool (if applicable), and to appoint a trustee (or nominee) to assist in the administration of the Scheme, and to sign trust deeds and documents (or nominee agreements) with them. If such actions require the approval of the Board, shareholders and/or regulatory authorities according to the Articles of Association, Applicable Laws or regulatory requirements, they shall be implemented after approval;

o. Within the scope permitted by the Applicable Laws, to manage and implement the adjustment, modification and termination of the Scheme (including making necessary adjustments to the Scheme and incentive agreements, correcting errors or inconsistencies, supplementing omissions, and revising or supplementing incomplete provisions or provisions inconsistent with other terms of the Scheme), and to formulate, revise and abolish principles and rules related to the management of the Scheme and incentive agreements based on the Scheme. If such adjustments require the approval of the Board, the shareholders of the Company and/or regulatory authorities in accordance with the Articles of Association or Applicable Laws, they shall be implemented after obtaining such approvals;

p. Within the scope permitted by the Applicable Laws, participants are allowed to withhold from the Shares (or part thereof) to be delivered under the award, or to purchase or otherwise realize a corresponding number of Shares (including by purchasing or realizing corresponding tiered interests) through a shareholding vehicle, in order to satisfy tax obligations and the obligation to pay the Exercise Price/base price/purchase price;

q. To take such action as it deems necessary, before and after the grant of the Share Incentives, to obtain approval or comply with the Applicable Laws, local governmental regulatory exemptions or approvals, or the listing requirements of any stock exchange;

r. To engage financial advisers, receiving banks, accountants, capital verification agencies, legal advisors, securities companies, trustees (or nominees) and other advisors or intermediaries for the implementation of the Scheme;

s. To manage all necessary matters relating to the Grant, Vesting, Exercise, cancelation, dividend payment or forfeiture of Share Incentives, trusts (if any) or Shares, and to handle other related necessary or appropriate matters;

t. To explain and reconcile any inconsistencies in the Scheme, any share agreement and the terms of the granted awards, correct defects and supply omissions;

u. To make all other determinations and discretions required by the Scheme or the Trust Deed, or deemed necessary or advisable by the Scheme Administrator for the management of the Scheme; and

v. To communicate with and issue instructions to the trustee in accordance with the Scheme and the Trust Deed.

The aforementioned authorization to the Chairman shall be valid so long as the Share Incentive Scheme remains valid.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms and expressions shall have the following meanings when used herein.

"Adoption Date"	the date on which the Board approved the Share Incentive Scheme.
"Advisor(s)"	anyone providing advice or consultancy services to the Company.
"Applicable Laws"	the legal requirements related to the Scheme and share incentives under the applicable provisions of the Company, securities, tax and other laws, regulations, rules and governmental orders, and the rules of any applicable stock exchange or automated quotation system in any jurisdiction applicable to the Eligible Participants.
"Articles of Association"	the articles of association of the Company, as amended from time to time.
"Board"	the board of directors of the Company.
"Company"	Xiaocaiyuan International Holding Ltd. (小菜園國際控股有限公司).
"Competition"	any enterprise that is engaged in or is about to become engaged in any activity of any nature that competes with a product, process, technique, procedure, device or service of the Company and its subsidiaries. The Administrator, in its sole discretion, shall determine from time to time the list of competitors for the forfeiture provisions applicable to the award agreement.
"Eligible Participant(s)"	any grantee(s) of the incentive shares of the Company as determined by the Scheme Administrator is also referred to as an Eligible Participant in the Scheme.

"Exercise/Options Exercise"	the act of an eligible option participant purchasing a portion of the Shares of the Company by paying the exercise price after fulfilling certain conditions.
"Exercise Price"	the unit price payable by the Eligible Participant(s) for exercising the Options in accordance with the terms of the Options Grant Agreement.
"Grant"	the Company enables the Eligible Participant(s) to receive a certain number of incentive shares under the Scheme by signing the Incentive Shares Grant Agreement.
"Grant Date"	the date on which the Eligible Participant(s) is granted incentive shares in accordance with the provisions of the Scheme and the Incentive Shares Grant Agreement.
"Grant Price"	the unit price at which the Eligible Participants purchase the RSUs in accordance with the RSUs Grant Agreement.
"Incentive Shares Grant Agreement"	a written agreement between the Company or the Scheme Administrator and each participant setting forth the terms and conditions of each Award, including the Options Grant Agreement and the RSUs Grant Agreement.
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.
"Option(s)"	the right to purchase a certain number of Shares of the Company in accordance with the terms and conditions stipulated in the Options Grant Agreement, granted by the Company to the Eligible Participant(s) pursuant to the provisions of the Scheme and the Options Grant Agreement.
"RSU(s)"	means restricted share unit(s), a contingent right to receives either Share(s) or an equivalent value in cash with reference to the market value of the Share(s) on or about the date of vesting, as determined by the Board in its sole discretion.
"Scheme Administrator"	the Board authorized the Chairman, Mr. Wang Shugao (an executive director, the chairman of the Board and the general manager of the Company, and one of the controlling shareholders) as the administrator of the Incentive Scheme and to handle all matters related to the Share Incentive Scheme.
"Share Incentives"	Option(s) and/or RSU(s) granted by the Company to any Eligible Participant(s), and shares of the Company obtained by any Eligible Participant(s) upon exercise and/or vesting.

"Share Incentive Scheme" or "Scheme"	the Share Incentive Scheme adopted by the Board on Adoption Date or any amended form.
"Share Pool"	the shares used for the operation of the Scheme, this share pool consists of the following shares: shares of the Company, any member of the Company or an associated entity used for the Scheme, transferred in any manner to the trustee as a trust fund or assets/ holdings.
"Share(s)"	ordinary share(s) with nominal value of US$0.00001 each in the share capital of the Company.
"Vesting"	the incentive shares granted to the Eligible Participant(s) shall be deemed vested if the time and conditions stipulated in the Scheme or the grant agreement are met within the vesting period.

By Order of the Board
Xiaocaiyuan International Holding Ltd.
Mr. Wang Shugao
Chairman of the Board and Executive Director

Hong Kong, November 25, 2025

As at the date of this announcement, the Board comprises Mr. Wang Shugao, Mr. Li Daoqing, Mr. Tian Chunyong, Mr. Zhou Bin, Ms. Wang Weifang and Mr. Tao Xu'an as executive directors; Ms. Zhu Xuejing as the non-executive director; and Mr. Qian Mingxing, Mr. Zhu Nanjun, Mr. Zeng Xiaosong and Ms. Fang Xuan as independent non-executive directors.