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DAIDO GROUP LIMITED

大同集團有限公司*

(Incorporated in Bermuda and its members' liability is limited)

(Stock Code: 00544)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a special general meeting (the "**Meeting**") of Daido Group Limited (the "**Company**") will be held at Conference Room, Unit 2703, 27/F, Tower 1, Admiralty Centre, 18 Harcourt Road, Hong Kong on Monday, 29 December 2025 at 11 a.m. for the purpose of considering and, if thought fit, passing with or without amendments, the following resolutions of the Company:

ORDINARY RESOLUTIONS

1. "**THAT**

(a) the conditional subscription agreement dated 31 October 2025 (the "**Subscription Agreement A**") entered into between China Aviation Development Limited as subscriber ("**Subscriber A**") and the Company as issuer, pursuant to which Subscriber A has conditionally agreed to subscribe for, and the Company has conditionally agreed to allot and issue, 2,500,000 subscription shares (the "**Subscription Shares A**"), at the subscription price of HK$2.00 per Subscription Share A (a copy of the Subscription Agreement A having been produced at the SGM and marked "A" and initialed by the chairman of the SGM for the purpose of identification) and the transactions contemplated thereunder (including but not limited to the allotment and issue of the Subscription Shares A) be and are hereby approved, confirmed and/or ratified and approved and any directors of the Company (the "**Directors**") be and are hereby authorised to do all such acts and things and execute all such documents which they consider necessary, desirable or expedient for the implementation of and give effect to the Subscription Agreement A and the transactions contemplated thereunder;

(b) the Directors hereby be granted by a specific mandate to exercise all the powers of the Company to allot and issue the Subscription Shares A in accordance with the terms and conditions of the Subscription Agreement A; and

* *For identification purposes only*

(c) any Director be and is hereby authorised for and on behalf of the Company to execute all such other documents, instruments and agreements (whether under common seal or not) and to do all such acts or things deemed by him/her/them to be incidental to, ancillary to or in connection with the matters contemplated in the Subscription Agreement A and the transactions contemplated thereunder as he/she/they may in his/her/their absolute discretion consider necessary, desirable or expedient to give effect to the Subscription Agreement A and the implementation of all transactions contemplated thereunder and to agree with such variation, amendment or waiver as, in the opinion of the Directors, necessary or desirable."

2. "**THAT**

(a) the conditional subscription agreement dated 31 October 2025 (the "**Subscription Agreement B**") entered into between Voyage Capital Holdings Limited as subscriber ("**Subscriber B**") and the Company as issuer, pursuant to which Subscriber B has conditionally agreed to subscribe for, and the Company has conditionally agreed to allot and issue, 2,500,000 subscription shares (the "**Subscription Shares B**"), at the subscription price of HK$2.00 per Subscription Share B (a copy of the Subscription Agreement B having been produced at the SGM and marked "B" and initialed by the chairman of the SGM for the purpose of identification) and the transactions contemplated thereunder (including but not limited to the allotment and issue of the Subscription Shares B) be and are hereby approved, confirmed and/or ratified and approved and any Directors be and are hereby authorised to do all such acts and things and execute all such documents which they consider necessary, desirable or expedient for the implementation of and give effect to the Subscription Agreement B and the transactions contemplated thereunder;

(b) the Directors hereby be granted by a specific mandate to exercise all the powers of the Company to allot and issue the Subscription Shares B in accordance with the terms and conditions of the Subscription Agreement B; and

(c) any Director be and is hereby authorised for and on behalf of the Company to execute all such other documents, instruments and agreements (whether under common seal or not) and to do all such acts or things deemed by him/her/them to be incidental to, ancillary to or in connection with the matters contemplated in the Subscription Agreement B and the transactions contemplated thereunder as he/she/they may in his/her/their absolute discretion consider necessary, desirable or expedient to give effect to the Subscription Agreement B and the implementation of all transactions contemplated thereunder and to agree with such variation, amendment or waiver as, in the opinion of the Directors, necessary or desirable."

3. "**THAT**

(a) the conditional subscription agreement dated 31 October 2025 (the "**Subscription Agreement C**") entered into between Hong Kong Gold and Jewelry Accessories Group Limited as subscriber ("**Subscriber C**") and the Company as issuer, pursuant to which Subscriber C has conditionally agreed to subscribe for, and the Company has conditionally agreed to allot and issue, 5,000,000 subscription shares (the "**Subscription Shares C**"), at the subscription price of HK$2.00 per Subscription Share C (a copy of the Subscription Agreement C having been produced at the SGM and marked "C" and initialed by the chairman of the SGM for the purpose of identification) and the transactions contemplated thereunder (including but not limited to the allotment and issue of the Subscription Shares C) be and are hereby approved, confirmed and/or ratified and approved and any Directors be and are hereby authorised to do all such acts and things and execute all such documents which they consider necessary, desirable or expedient for the implementation of and give effect to the Subscription Agreement C and the transactions contemplated thereunder;

(b) the Directors hereby be granted by a specific mandate to exercise all the powers of the Company to allot and issue the Subscription Shares C in accordance with the terms and conditions of the Subscription Agreement C; and

(c) any Director be and is hereby authorised for and on behalf of the Company to execute all such other documents, instruments and agreements (whether under common seal or not) and to do all such acts or things deemed by him/her/them to be incidental to, ancillary to or in connection with the matters contemplated in the Subscription Agreement C and the transactions contemplated thereunder as he/she/they may in his/her/their absolute discretion consider necessary, desirable or expedient to give effect to the Subscription Agreement C and the implementation of all transactions contemplated thereunder and to agree with such variation, amendment or waiver as, in the opinion of the Directors, necessary or desirable."

By order of the Board
Daido Group Limited
He Xinyu
Executive Director

Hong Kong, 5 December 2025

Registered office:
Clarendon House
2 Church Street Hamilton
HM11 Bermuda

Principal place of business in Hong Kong:
Unit 2703, 27/F
Tower 1, Admiralty Centre
18 Harcourt Road
Hong Kong

Notes:

1. For the purposes of determining members' eligibility to attend, speak and vote at the Meeting (or at any adjournment thereof) to be held on Monday, 29 December 2025, the register of members of the Company will be closed. Details of such closure are set out below:

   For determining eligibility to attend, speak and vote at the Meeting:

   Latest time to lodge transfer documents for registration . . . . . 4:00 p.m. on Friday, 19 December 2025

   Closure of register of members . . . . . Monday, 22 December 2025 to Monday, 29 December 2025 (both days inclusive)

   Record date . . . . . Monday, 29 December 2025

   During the above closure period, no transfer of shares of the Company ("**Shares**") will be registered. To be eligible to attend, speak and vote at the Meeting (or at any adjournment thereof), all properly completed transfer forms accompanied by the relevant share certificates must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Union Registrars Limited at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong for registration no later than the aforementioned latest time.

2. A member of the Company entitled to attend, speak and vote at the Meeting (or at any adjournment thereof) convened by the above notice is entitled to appoint one or more than one proxy (if holding two or more Shares) to attend, speak and vote on his behalf. A proxy need not be a member of the Company but must be present in person at the Meeting to represent the member. If more than one proxy is so appointed, the appointment shall specify the number of Shares in respect of which each such proxy is so appointed.

3. In order to be valid, the completed form of proxy must be deposited at the Company's branch share registrar and transfer office in Hong Kong, Union Registrars Limited at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong, at least 48 hours before the time appointed for holding the Meeting or any adjournment thereof (as the case may be). If a form of proxy is signed by an attorney of a shareholder who is not a corporation, the power of attorney or other authority under which it is signed or a certified copy of that power of attorney or authority (such certification to be made by either a notary public or a solicitor qualified to practice in Hong Kong) must be delivered to Union Registrars Limited together with the form of proxy. For the avoidance of doubt, form of proxy sent by facsimile or electronic means is not accepted.

4. Completion and return of a form of proxy will not preclude a member from attending in person and voting at the above meeting or any adjournment thereof, should he so wish, and in such event, the form of proxy shall be deemed to be revoked.

5. In the case of joint holders of Shares, any one of such holders may vote at the Meeting, either personally or by proxy, in respect of such Shares as if he were solely entitled thereto, but if more than one of such joint holders be present at the Meeting, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

6. If Typhoon Signal No. 8 or above, or a "black" rainstorm warning or extreme conditions caused by super typhoons is in effect in Hong Kong any time after 8:00 a.m. on the date of the Meeting, the Meeting will be rescheduled. The Company will post an announcement on the website of the Company at www.irasia.com/listco/hk/daido/index.htm and on the HKExnews website of the Stock Exchange at www.hkexnews.hk to notify shareholders of the Company of the date, time and place of the rescheduled Meeting.

7. Pursuant to the Listing Rules, all resolutions set out in the notice of the Meeting will be decided by poll at the Meeting.

8. As at the date hereof, the Board comprises executive Director, namely, Mr. He Xinyu; Non-executive Director, namely, Ms. Kwan Nga Chung; and Independent Non-executive Directors, namely, Mr. Leung Chi Hung, Ms. Li Dan and Mr. Lo Chi Wang.