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上海復旦微電子集團股份有限公司
Shanghai Fudan Microelectronics Group Company Limited*
(a joint stock limited company incorporated in the People's Republic of China)

(Stock Code: 1385)

INSIDE INFORMATION
FURTHER ANNOUNCEMENT REGARDING THE SIGNING OF A SHARE TRANSFER AGREEMENT BY SHAREHOLDER HOLDING OVER 5% SHARES OF THE COMPANY AND THE PROPOSED CHANGE OF THE LARGEST SHAREHOLDER

This announcement is made by the board (the "Board") of directors of Shanghai Fudan Microelectronics Group Company Limited* (the "Company") pursuant to Rule 13.09 of the Rules Governing the Listing of Securities on the Main Board of The Stock Exchange of Hong Kong Limited (the "Listing Rules") and the Inside Information Provisions (as defined under the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Chapter 571, Laws of Hong Kong).

Reference is made to the announcement (the "Announcement") in relation to the signing of a share transfer framework agreement by shareholder holding over 5% shares of the Company and the proposed change of the largest shareholder which dated 16 November 2025. Unless otherwise defined, capitalised terms used in this announcement shall have the same meaning as those defined in the Announcement.

On 23 December 2025, Fuxin Fangao and Guosheng Investment executed a Share Transfer Agreement (the 'Agreement') formally. The principal terms are as follows

1. Arrangements for the share transfer and payment of the transfer consideration

1) Fuxin Fangao (the 'Transferor') agrees to transfer to Guosheng Investment (the 'Transferee') its holding of 106,730,000 A shares of the Company listed on the Shanghai Stock Exchange, representing 12.99% of the Company's existing total share capital. The Transferee agrees to acquire the Target Shares held by the Transferor.

2) Both parties agree that the transfer consideration for the shares of the Company shall be determined as RMB 5,144,386,000.00, equivalent to RMB 48.20 per share. Both parties confirm that upon completion of this share transfer, the Transferee shall hold 106,730,000 shares in the Company, representing 12.99% of the Company's existing total share capital, thereby becoming the Company's largest shareholder.

3) Both parties agree that the Transferee shall pay the consideration for this share transfer to the Transferor by instalments, with the specific arrangements as follows:
   (a) First Instalment: Within five working days of the signing of the Agreement, the Transferee shall pay 30% of the total transfer consideration, amounting to RMB 1,543,315,800, into the bank account designated by the Transferor as a deposit. Upon the effective date of the Agreement, the aforementioned deposit shall be directly converted into the share transfer consideration.

   (b) Second Instalment: (a) Within 10 working days of the Agreement being effective, and the Company signed a formal cooperation agreement with Fudan University for the Industry-Academia-Research Joint Research and Development Platform, and such formal cooperation agreement being effective; or (b) by 15 March 2026 (whichever is later), the

Transferee shall pay 30% of the total transfer consideration, amounting to RMB 1,543,315,800, into the escrow bank account.

(c) Third Instalment: Within 10 working days of completion of payment for the Second Instalment and upon the Company obtaining approval from other authorities (if required), or by 31 March 2026 (whichever is later), the Transferee shall pay 40% of the total transfer consideration, amounting to RMB 2,057,754,400, into the escrow bank account.

4) Both parties agree that upon completion of the share transfer settlement and receipt of the 'Transfer Registration Confirmation from China Securities Depository and Clearing Corporation Limited' (the exact title of the document issued by the clearing company shall prevail), the escrow bank may release funds in accordance with the Agreement and the escrow bank agreement once received the 'Transfer Registration Confirmation from China Securities Depository and Clearing Corporation Limited' (without requiring written release instructions from either the Transferor or Transferee). All funds in the escrow bank account (including the Second and Third Instalments of the share transfer consideration and corresponding accrued interest) shall be released to the Transferor's designated bank account. Upon completion of the release or return of funds from the escrow bank account by the escrow bank, the Transferor and Transferee shall cooperate in processing the formalities for terminating the escrow arrangement.

2. Completion arrangements

1) Both parties confirm that within 10 working days of the Transferee making full payment of the transfer consideration into the escrow bank account, the Transferor and Transferee shall submit the share transfer for compliance review to the Shanghai Stock Exchange. Following completion of the compliance review by the Shanghai Stock Exchange, the parties shall, within 5 working days thereafter, arrange for the transfer of the Company's shares to the Transferee's name with the clearing company.

2) Both parties confirm that the date on which the shares held by the Transferor are registered in the name of the Transferee by the clearing company shall constitute the completion date for this share transfer. Unless otherwise stipulated herein, the Transferee shall become a shareholder of the Company from the completion date (inclusive). All rights (including but not limited to voting rights, dividend rights, and director nomination rights), obligations, liabilities, and risks associated with the Company's shares shall be transferred from the Transferor to the Transferee from the completion Date (inclusive).

3) Both parties agree to use their best endeavours to complete this share transfer by 30 June 2026.

3. Corporate governance arrangements and Industry-Academia-Research collaboration

1) Both parties understand, agree and acknowledge that upon completion of this share transfer, the Transferor and Fudan University shall continue to support and maintain the strategic cooperative relationship and Industry-Academia-Research collaboration between the Company and Fudan University. They shall support the Company and Fudan University in further deepening their cooperative mechanisms and jointly establishing an Industry-Academia-Research Joint Research and Development Platform operated by relevant entities of Fudan University. Both parties shall ensure that the Company enters into a formal cooperation agreement with Fudan University which approved by the Transferee, regarding the establishment of the Industry-Academia-Research Joint Research and Development Platform, prior to the payment of the Second Instalment of the transfer consideration. When formulating the cooperation plan, the Transferee's views shall be fully taken into account.

The Transferor shall, building upon the cooperation agreement signed between the Company and Fudan University in July 2025, support and facilitate the establishment of diversified scientific research collaboration platforms between the Company and Fudan University. The Company and Fudan University shall jointly provide sustained support in terms of talent and funding for the establishment of joint teams for technological and scientific research breakthroughs, share experimental resources and work on collaborative project advancement.

Focusing on cutting-edge technological fields such as integrated circuits, the Company and Fudan University shall pool their respective expert resources to intensify innovation breakthroughs, strengthen joint research efforts, and resolve bottleneck technical challenges hindering industrial development. The Company will leverage Fudan University's comprehensive strengths alongside its own engineering capabilities to jointly advance an integrated approach spanning fundamental research, technological breakthroughs and industrial transformation. This collaboration will explore a synergistic development model encompassing academic, platforms and industries.

2) Both parties agree that, in order to safeguard the continuity of the Company's operations and the smooth advancement of its core business, they shall maintain the stability of the Company's senior management and other key personnel jointly and actively.

4. The effective of the Agreement

This Agreement shall be established upon the date of execution by the legal representatives or authorised representatives of the Transferor and the Transferee, with the affixation of their official seals. It shall become effective upon the completion of all the following approvals and authorisation procedures for this share transfer:

(a) The Transferor has obtained approval or filed with the internal decision-making authority and the state-owned assets regulatory authority;

(b) The Transferee has obtained approval or filed with the internal decision-making authority and the state-owned assets regulatory authority.

The share transfer shall be subject to the approval or filing by the internal decision-making authority and state-owned asset regulatory authorities of both the Transferor and Transferee, as well as any other administrative approvals required (if applicable). Following compliance verification by the Shanghai Stock Exchange, the share transfer may be processed at the Shanghai Branch of China Securities Depository and Clearing Corporation Limited. The completion of this share transfer remains subject to uncertainty, and investors of the Company are advised to be aware of investment risks.

By Order of the Board
Shanghai Fudan Microelectronics Group Company Limited*
Mr. Zhang Wei
Chairman

Shanghai, PRC, 23 December 2025

As at the date of this announcement, the Company's executive Directors are Mr. Zhang Wei and Mr. Shen Lei; non-executive Directors are Ms. Yan Na, Mr. Zhuang Qifei, Ms. Zhang Rui and Mr. Song Jiale, and independent non-executive Directors are Ms. Shi Yanling, Ms. Wang Meijuan, Mr. Hu Xue and Mr. Zhang Yu Ming; employee Director is Mr. Shen Mingjie.

** For identification purposes only*