UNISOUND AI TECHNOLOGY CO., LTD.
雲知聲智能科技股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 9678)

PROPOSED ADOPTION OF RESTRICTED H SHARE INCENTIVE SCHEME

I. Proposed Adoption of Restricted H Share Incentive Scheme

The Board of Directors (the "**Board**") resolved at its meeting held on April 27, 2026 to propose the adoption by the Company of a restricted H Share incentive scheme (the "**Restricted H Share Incentive Scheme**" or the "**Scheme**"), with the purpose of establishing and improving the Company's long-term equity incentive mechanism, encouraging Eligible Participants to make further contributions to the Company, and striving to enhance the value of the Company and its Shares for the benefit of the Company and its Shareholders as a whole.

Pursuant to the requirements of Chapter 17 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**"), the Scheme constitutes a share scheme involving the issuance of new Shares by the Company, and its adoption is therefore subject to the approval of the Shareholders at a shareholders' meeting. The principal terms of the Scheme have been formulated in accordance with the relevant requirements of Chapter 17 of the Listing Rules.

The Company will convene a shareholders' meeting to seek Shareholders' approval for, among other things, the adoption of the Restricted H Share Incentive Scheme and the authorization for the Board and/or its authorized persons to handle relevant matters under the Scheme. The Company will issue a circular containing, among other things, the notice of the shareholders' meeting and details of the proposed adoption of the Scheme in due course.

The following is a summary of the principal terms of the Restricted H Share Incentive Scheme. This summary is for reference only and does not constitute or replace the full text of the Scheme Rules.

(1) Purpose and Objective of the Scheme

The main purpose and objective of the Scheme is to establish and improve the Company's long-term equity incentive mechanism, encourage Eligible Participants to make further contributions to the Company, and strive to enhance the value of the Company and its Shares for the benefit of the Company and its Shareholders as a whole.

The Board believes that the Scheme can strengthen the commitment and sense of belonging of the core team and key service providers to the long-term development of the Group, thereby enhancing the overall competitiveness of the Group.

(2) Source of Incentive Shares

The Incentive Shares to be granted under the Scheme shall be ordinary H Shares of the Company, including:

1. new H Shares to be allotted and issued by the Company in accordance with the Scheme and Shareholders' authorization;

2. H Shares repurchased by the Company and recorded as treasury shares (if any); and/or

3. existing H Shares acquired through secondary market transactions as directed by the Board of Directors.

As of the date of this announcement, the Company did not have any treasury shares, nor did it make any specific arrangements for using treasury shares as Incentive Shares. If the Company intends to use treasury shares as Incentive Shares in the future, the Company and/or the Board of Directors will buy back Shares under the buy-back mandate granted by the Shareholders at a shareholders' meeting pursuant to the Listing Rules and other applicable regulations, and will record the underlying shares as treasury shares before using them for the Scheme.

(3) Validity Period of the Scheme

Unless terminated earlier by the Board of Directors in accordance with the terms of the Scheme, the Scheme shall be effective from the date of its adoption by the Shareholders at a shareholders' meeting (the "**Adoption Date**") and shall have a validity period of ten (10) years.

After the termination of the Scheme:

1. no new grant shall be made under the Scheme; but

2. the unvested Incentive Shares granted under the Scheme shall still be dealt with in accordance with the terms agreed upon at the time of grant and the terms of the Scheme until all relevant rights are vested, lapsed, cancelled, or otherwise fully concluded.

(4) Administration of the Scheme

The Scheme shall be administered and implemented by the Board of Directors and/or the Trustee (if appointed by the Company) in accordance with the Scheme Rules and the Trust Deed. The decisions of the Board on any matter arising under the Scheme (including but not limited to the interpretation of the provisions of the Scheme) shall be final and binding.

Subject to compliance with the Listing Rules and other applicable laws and regulations, the Board may, by resolution, delegate all or part of its rights and responsibilities under the Scheme to a committee of the Board or one or more senior management officers of the Company to act as the administrator of the Scheme to enhance execution efficiency. Subject to the approval of the Scheme at the shareholders' meeting, the Board has resolved to delegate all or part of its rights and responsibilities under the Scheme to Dr. Huang Wei, an executive Director and the chief executive officer of the Company, to manage the Restricted H Share Incentive Scheme on behalf of the Board with full authority.

The Trustee shall hold and maintain the Shares Pool during the term of the Trust. When a Selected Participant satisfies all the vesting conditions specified by the Board or the scheme administrator at the time of the grant of Incentive Shares and becomes entitled to receive the Incentive Shares, the Trustee will transfer the relevant vested Shares from the Shares Pool to the Selected Participant. Any reference to new H Shares shall include treasury shares listed on the Stock Exchange, and any reference to the issuance of H Shares shall include the transfer of treasury shares listed on the Stock Exchange.

The Trustee shall not exercise the voting rights in respect of any H Shares (if any) held under the Trust. In particular, a Trustee directly or indirectly holding unvested H Shares shall, unless otherwise required by applicable laws or regulations to act on instructions from the beneficial owners, abstain from exercising any voting rights in respect of any shares held directly or indirectly under the Trust or as a nominee on matters requiring Shareholder consent in accordance with the Listing Rules.

(5) Eligible Participants

1. Eligible Participants

Under the Scheme, the Board and/or its authorized persons may, at their absolute discretion, select the following persons as Eligible Participants:

(i) Employee Participants:

any Director (including executive or non-executive Directors, but excluding independent non-executive Directors), senior management officer and existing employee of the Company or any of its subsidiaries (including any person who is granted Incentive Shares under the Scheme as an incentive to enter into an employment contract with these companies), who, in each case, is considered by the Board in its sole discretion to have contributed or will contribute to the Group.

(ii) Service Provider Participants:

service providers engaged by the Group who provide services to the Group on a continuing or recurring basis in its ordinary and usual course of business that are conducive to the Group's long-term growth (such as market expansion, technology research and development, professional consultancy, or other services supporting the Group's long-term business development).

(iii) Connected Entity Participants:

any person who is an employee (whether full-time or part-time), director or senior officer of a Connected Entity.

(iv) Other Eligible Persons:

any person permitted to be included in a share scheme under Chapter 17 of the Listing Rules (including but not limited to consultants, business partners, or other service providers who have made significant contributions to the Group).

Provided that if any of the above persons is an "Excluded Participant" (i.e., a person who is prohibited by local laws or regulations of his/her place of residence from being granted, holding, or transferring Incentive Shares under the Scheme, or whom the Board of Directors deems necessary or appropriate to exclude to ensure compliance with local laws and regulations), he/she shall not be eligible to become a participant in the Scheme.

(6) Scheme Mandate Limit and Service Provider Sublimit

1. Scheme Mandate Limit

Unless further approved by the Shareholders at a shareholders' meeting, the total number of H Shares underlying all Incentive Shares that may be granted under the Scheme (excluding Incentive Shares that have lapsed or been returned to the Trust) shall not in aggregate exceed 10% (the "**Scheme Mandate Limit**") of the total issued H Shares of the Company as at the Adoption Date (excluding any treasury shares).

Incentive Shares that have lapsed or been returned to the Trust in accordance with the terms of the Scheme shall not be counted for the purpose of calculating the Scheme Mandate Limit. However, cancelled Incentive Shares shall be regarded as utilised and counted for calculating the relevant limit.

2. Service Provider Sublimit

Within the Scheme Mandate Limit, the total number of H Shares underlying all Incentive Shares granted to Service Provider Participants and Other Eligible Persons (excluding Incentive Shares that have lapsed or been returned to the Trust) shall not exceed 1% (the "**Service Provider Sublimit**") of the total issued H Shares of the Company as at the Adoption Date (excluding any treasury shares). The sublimit is equivalent to the maximum permissible ratio for service providers under Chapter 17 of the Listing Rules.

After considering the following factors, the Board of Directors (including the independent non-executive Directors) deems the Service Provider Sublimit appropriate and reasonable: (i) the potential dilutive effect of granting Incentive Shares to service providers; (ii) the importance of balancing the effective achievement of the H Share incentive scheme's objectives with the protection of the Shareholders from the dilutive effect of granting a large number of Shares to service providers; (iii) the rationale and eligibility criteria for including service providers as Eligible Participants in the Scheme, especially considering the importance of their participation and contribution to the long-term and sustainable development of the Group; (iv) the ability and flexibility to provide equity incentives (rather than solely using cash or other financial resources) to motivate and reward the participation and contributions of persons who are not employees or senior officers of the Group; and (v) the Company's discretion to determine the extent of usage of the Service Provider Sublimit, and the flexibility to allocate the portion under this limit to other Eligible Participants based on the future business and needs of the Group.

3. Refreshment Mechanism

The Company may seek approval by its Shareholders at a shareholders' meeting to refresh the Scheme Mandate Limit once every three years, starting from the later of the following two dates:

(i) the date on which the Shareholders last approved the refreshment of the Scheme Mandate Limit; and

(ii) the Adoption Date of the Scheme.

The Scheme Mandate Limit after each refreshment shall not exceed 10% of the total number of issued H Shares of the Company at the time of refreshment (excluding any treasury shares). If an additional grant to a single specific participant would exceed the applicable individual limit, separate approval from independent Shareholders may be sought at a shareholders' meeting without waiting for the three-year refreshment cycle.

(7) Individual Grant Limit and Additional Requirements for Connected Persons/Service Providers

1. General Individual Limit

Within any consecutive 12-month period, the total number of Shares (including issued and issuable Shares, but excluding lapsed Incentive Shares) granted to the same participant through the Scheme and any other share schemes of the Company shall not exceed 1% of the total number of issued H Shares of the Company at any time (excluding any treasury shares).

If a proposed further grant would cause the aforementioned 1% limit to be exceeded, such grant shall be conditional upon the approval by the Shareholders by an ordinary resolution at a shareholders' meeting in accordance with the provisions of Chapter 17 of the Listing Rules, and the proposed participant and his/her associates must abstain from voting on the relevant resolution.

2. Directors, Senior Management and Substantial Shareholders, etc.

- Any grant of Incentive Shares to any Director, chief executive or substantial shareholder of the Company, or any of their respective associates, shall be subject to the approval of the independent non-executive Directors.

- If a grant of Incentive Shares to a participant who is a Director (other than the Chairman), the chief executive of the Company, or any of their associates would result in the total number of shares underlying all Incentive Shares granted to such person within any consecutive 12-month period representing in aggregate over 0.1% of the total issued shares of the relevant class of the Company (excluding treasury shares), such further grant shall be subject to the separate requirements under Chapter 17 of the Listing Rules, including approval by independent Shareholders and the issuance of a circular (containing the opinions of the independent non-executive Directors and their voting recommendations).

- If a grant of Incentive Shares to a participant who is a substantial shareholder or any of their associates triggers the above-mentioned 0.1% threshold, the same requirements for independent Shareholders' approval and circular disclosure shall also apply.

3. Connected Entity Participants or Service Provider Participants

If a grant of Incentive Shares to any Connected Entity Participant or Service Provider Participant would result in the total number of shares underlying all Incentive Shares granted to such Connected Entity Participant or Service Provider Participant within any 12-month period exceeding 0.1% of the total number of issued shares of the relevant class of the Company (excluding treasury shares), such further grant shall be subject to approval by the Shareholders at a shareholders' meeting in accordance with the provisions of Chapter 17 of the Listing Rules, and the relevant Selected Participant and their close associates (or their associates, if they are connected persons of the Company) must abstain from voting on the relevant resolution.

(8) Grant, Vesting and Vesting Period

1. Grant Arrangement

The Board may, from time to time, at its absolute discretion, select any Eligible Participant as a Selected Participant and grant Incentive Shares to him/her on the terms and conditions it deems appropriate (including but not limited to vesting arrangements, performance targets, and other conditions precedent). The grant shall be set out in a grant document signed by the Company and the relevant Selected Participant.

If the relevant Eligible Participant fails to sign and return the grant document and pay the purchase price (if applicable) within the period specified in the grant document, the relevant grant shall be deemed not to have been made, and that person shall have no rights or claims in respect of the relevant Incentive Shares.

2. Vesting Period and Vesting Conditions

- The vesting period of the Incentive Shares shall not be less than twelve (12) months from the date of grant (or such other commencement date as specified in the grant document). Provided that, without breaching Chapter 17 of the Listing Rules and other applicable laws and regulations, the Board may, at its discretion, shorten the nominal vesting period of the relevant Incentive Shares to less than twelve (12) months for individual grants in any of the following circumstances: (i) granting Incentive Shares to new employees joining the Group to compensate for the interests they forfeited from their previous employer upon joining the Group; (ii) for Incentive Shares where the grant timing is delayed compared to the original plan or granted in tranches within a year due to regulations, administrative procedures, or other compliance reasons (including non-routine grants or grants delayed for administrative/compliance reasons), in which case the vesting period may be shortened accordingly to reflect the originally intended grant or vesting schedule; (iii) granting Incentive Shares under an arrangement where vesting is subject only to performance conditions (rather than a time-based vesting period); and/or (iv) the total vesting period and any applicable holding period for the relevant grant is not less than twelve (12) months in aggregate.

- The Board and/or its authorized persons may set different vesting periods, vesting ratios, and vesting conditions for each batch of Incentive Shares, including but not limited to the performance of the Company and/or the relevant subsidiaries and the results of the individual performance assessment of the Selected Participant, which shall be set out in the corresponding grant document or incentive letter.

- During the vesting period, the corresponding batch of Incentive Shares shall only vest in the Selected Participant after all applicable company-level and individual-level conditions (including continuous employment/engagement with the Group) have been satisfied.

3. Handling of Failure to Meet Standards

If a Selected Participant fails to meet the vesting conditions set out in the Scheme and the grant document, the Incentive Shares originally scheduled to vest during the relevant vesting period shall not vest and shall automatically lapse, and the Selected Participant shall not be entitled to any compensation in respect thereof.

4. Lapse and Clawback Mechanism

The Board/scheme administrator may, in its sole discretion, determine the circumstances under which unvested Incentive Shares shall lapse, including but not limited to:

- the Selected Participant dies, is declared legally dead, or suffers from a critical illness;
- a Selected Participant is no longer employed due to dishonesty or serious misconduct, or behavior that adversely affects the reputation of the Group;
- a Selected Participant is convicted of any criminal offense involving his/her integrity;
- an employee voluntarily resigns, terminates by mutual agreement, or does not renew his/her employment/service contract;
- retirement (including normal or early retirement); or
- other circumstances of cessation of employment (excluding special circumstances such as death and critical disability).

In the event of death, critical disability, or other circumstances that the Board of Directors considers special, the Board of Directors/scheme administrator may, on a case-by-case basis, at its discretion, decide whether to allow partial or full accelerated vesting of the unvested Incentive Shares or make other arrangements it deems fair and reasonable.

In addition to the above, if any of the following serious events occur during the relevant vesting period, the Board of Directors or the scheme administrator has the right to require the clawback of vested Incentive Shares: (i) a Selected Participant transfers, pledges, or otherwise disposes of his/her Incentive Shares without the approval of the relevant authority of the Company; or (ii) a Selected Participant engages in other acts that seriously damage the interests or reputation of the Group.

In such cases, the Board of Directors or the scheme administrator may, in its sole discretion, determine that: (i) any Incentive Shares granted to the Selected Participant shall immediately and automatically lapse, and the relevant Incentive Shares (including any related income, if any) will not vest on the relevant vesting date and shall be deemed as Returned Shares; (ii) if the Incentive Shares have already vested, the Board of Directors or the scheme administrator may require the Selected Participant to return the vested Incentive Shares (or their cash equivalent) and/or related income to the Company or the Trustee, and to bear all related taxes, fees, and expenses.

(9) Purchase Price of Incentive Shares

The Board may, at its sole discretion, decide whether to require a Selected Participant to pay any purchase price for the acceptance of Incentive Shares; If payment is required, the Board will determine the purchase price after considering the following factors:

1. the customary practices of comparable companies;

2. the terms of the relevant grant or vesting (including the number of shares involved and the overall remuneration package of the Selected Participant); and

3. the actual effectiveness of the Scheme in attracting and motivating Eligible Participants to contribute to the long-term development of the Group.

The Board may, as it deems necessary, set the purchase price at zero or another amount (which may vary for different batches or different participants), provided that it complies with applicable laws and the Listing Rules.

(10) Taxes and Fees

Unless otherwise provided by applicable laws, the Selected Participant shall bear all taxes, levies, social security contributions, and other statutory liabilities arising from or in connection with his/her participation in the Scheme (including but not limited to the grant, vesting, transfer, or sale of Incentive Shares and the receipt of any cash income). The Group may deduct the relevant amounts from any payments due to the Selected Participant and/or from the proceeds of the sale of Shares to make payments on his/her behalf.

The Selected Participant shall also bear all stamp duties, trading fees, brokerage commissions, and other costs and expenses related to transactions in the Incentive Shares.

(11) Non-transferability and Company's Right of First Refusal

1. Non-transferability

Prior to vesting, the interests of a Selected Participant in the unvested Incentive Shares granted under the Scheme may not be transferred, sold, mortgaged, pledged, assigned, or otherwise disposed of or encumbered in any way. If a Selected Participant breaches the foregoing provision, the relevant unvested Incentive Shares will be cancelled by the Company and deemed to have lapsed.

2. Company's Right of First Refusal

When a Selected Participant intends to sell Shares that have vested and been transferred to his/her name, it will be deemed as an automatic notification to the Board of Directors, and the Company shall have a right of first refusal in respect of such Shares within a specified notice period of five days.

- If the Selected Participant has obtained a bona fide and binding offer from an independent third party, the price and other terms for the Company's exercise of the right of first refusal shall be the same as that third-party offer.

- If there is no such offer, the price shall in principle be the higher of: (i) the volume-weighted average price of the H Shares for the thirty consecutive trading days preceding the last trading day of the notice period for exercising the right of first refusal; and (ii) the fair market value as determined by an independent professional valuer appointed by the Board of Directors.

If the Company does not exercise its right of first refusal within the agreed notice period, such right shall permanently lapse, and the Selected Participant may thereafter freely dispose of the relevant Shares without further restriction under the Scheme.

(12) Change in Control and Other Corporate Actions

1. Change in Control

If a change in control of the Company occurs as a result of a general offer, takeover, merger, arrangement, reorganisation, or privatisation scheme, etc., and the relevant offer or arrangement has become unconditional and effective:

- if the effective date is twelve months or more from the grant date of the relevant Incentive Shares, all unvested Incentive Shares shall immediately vest in full in the relevant Selected Participant on that effective date;

- if the effective date is less than twelve months from the grant date, the relevant unvested Incentive Shares shall, in principle, lapse in full; provided that the Board may, at its discretion and based on specific circumstances, decide whether to allow partial or full accelerated vesting of the unvested Incentive Shares on a pro-rata basis according to the time served by the Selected Participant, or make other arrangements it deems fair and reasonable.

2. Share Split and Consolidation, Bonus Issues, Capitalisation Issue, Rights Issue and Other Capital Reorganisations

If the Company implements a share split, consolidation, bonus issue, conversion of additional paid-in capital into share capital, distribution of bonus shares, rights issue, placing, public offer, scrip dividend scheme, share buy-back, capital reduction, or other capital reorganisations, the Company may make fair adjustments to the number of Incentive Shares and/or the purchase price (if applicable) or other relevant terms, so that the economic position of the Selected Participant before and after the adjustment remains as similar as possible.

Any adjustment involving the number of Shares or the price must be confirmed in writing by the Company's auditors or independent financial adviser as being in compliance with the Listing Rules.

(13) Rights Attached to Incentives and Incentive Shares

Unless otherwise approved and authorised by the Board/scheme administrator, no Selected Participant to whom Incentive Shares have been granted shall be entitled to exercise any voting rights in respect of any Incentive Shares, nor shall they be entitled to receive any dividends and other distributions declared and made in respect of any Incentive Shares or otherwise, unless and until the vesting conditions of such Incentive Shares have been satisfied and such Incentive Shares have been allotted and issued or transferred (as the case may be) to such Selected Participant in accordance with the Restricted H Share Incentive Scheme and applicable laws, rules and regulations.

(14) Restrictions on Grant of Incentive Shares

1. Black-out period

The Company shall not grant any Incentive Shares to a Selected Participant who is a Director under the following circumstances:

(i) where any Director is in possession of unpublished Inside Information in relation to the Company or its securities, and is prohibited from dealing in any securities of the Company under any code or requirement of the Listing Rules and all applicable laws from time to time;

(ii) on the day of the publication of the Company's annual results announcement under the Listing Rules and within sixty (60) days before the publication date of the annual results announcement, or the period from the end of the relevant financial year until the date of publication of the results (whichever is shorter); and

(iii) on the day of the publication of the Company's interim results announcement under the Listing Rules and within the period of thirty (30) days before the publication date of the interim results announcement, or the period from the end of the relevant semi-annual period to the date of publication of the results (whichever is shorter), until the date of publication of the relevant inside information announcement or results announcement.

2. Restrictions on Grant of Incentive Shares to Directors

Each grant of Incentive Shares to a Director shall be subject to the prior approval of the Remuneration Committee of the Company, or if it is proposed to grant Incentive Shares to any member of the Remuneration Committee, it shall be approved by all other members of the Remuneration Committee.

3. Restrictions relating to Inside Information

The Company shall not grant any Incentive Shares after it has knowledge of any Inside Information until the trading day (inclusive) after the announcement of such information. Specifically, the Company shall not grant any Incentive Shares during the period commencing one (1) month immediately preceding the earlier of:

(i) the date of the Board of Directors meeting for the approval of the Company's annual, semi-annual or any other interim results (whether or not required by the Listing Rules) (being the date on which the Stock Exchange is first notified under Rule 13.43 of the Listing Rules); and

(ii) the deadline for the Company to publish its annual, semi-annual or any other interim results (whether or not required by the Listing Rules) under Rule 13.49(1) or 13.49(6) of the Listing Rules, and ending on the date of the results announcement.

(15) Scheme Amendment, Cancellation and Re-grant

1. Scheme Amendment

The Board of Directors may amend the provisions of the Scheme from time to time. However, in the following cases, any such amendments must be separately approved by the Shareholders at a shareholders' meeting:

- any material amendment to the terms of the Scheme (including but not limited to amendments in favour of the Selected Participants);

- any amendment involving matters listed in Rule 17.03 of the Listing Rules; or

- any amendment to the power of the Board to amend the Scheme.

For amendments involving Selected Participants or proposed Selected Participants, the relevant persons and their associates must abstain from voting on the relevant resolution.

2. Amendment of Incentives Shares Granted

If any amendment will affect Incentive Shares that have been granted but not yet vested, the consent of the relevant Selected Participant or the approval of the decision-making body that originally approved the grant (such as the Board of Directors/the administrator of the Scheme or a shareholders' meeting) must generally be obtained.

3. Cancellation and Re-grant of Incentive Shares

Under the circumstances permitted by the Scheme (e.g., in cases of serious misconduct by a Selected Participant, breach of non-transferability restrictions, or being a "bad departure"), the Board may cancel any Incentive Shares that have been granted but have not yet vested. Cancelled Incentive Shares will be regarded as utilised and counted into the Scheme Mandate Limit and the Service Provider Sublimit.

An Eligible Participant may not be granted new Incentive Shares in place of their cancelled Incentive Shares unless there is available Scheme Mandate Limit from time to time. For the purpose of calculating the Scheme Mandate Limit under the Scheme, cancelled Incentive Shares will be deemed to have been utilised.

If the Board intends to re-grant new Incentive Shares to the same Selected Participant, such re-grant will be regarded as a new grant and must fully comply with all applicable terms of the Scheme, including the Scheme Mandate Limit, individual limit, vesting period and conditions.

(16) Scheme Termination

The Scheme will terminate on the earlier of:

1. the tenth (10th) anniversary of the Adoption Date; or

2. the date on which the Board passes a resolution to terminate the Scheme early, provided that such termination shall not affect any subsisting rights of any Selected Participant granted prior to the termination.

After the termination of the Scheme, no new grants shall be made; however, all unvested Incentive Shares shall continue to be administered in accordance with their terms at the time of their grant until they vest, lapse, or are cancelled.

(17) Other Important Terms

1. The Scheme shall not form part of any employment contract or service contract (as the case may be) between the Company, its subsidiaries and any participant, and the rights and obligations of a participant under their term of office, employment contract or service contract (as the case may be) shall not be affected by their participation in, or right to participate in, the Scheme. The Scheme shall not confer on any participant any additional right to compensation or damages for the termination of their office or employment for any reason.

2. The Scheme shall be subject to the Articles of Association of the Company and all applicable laws, rules, and regulations (including the Listing Rules and the Securities and Futures Ordinance). If any provision of the Scheme is inconsistent with the Listing Rules, the provisions of the Listing Rules shall prevail.

3. The Scheme shall be governed by and construed in accordance with Hong Kong laws.

II. Proposed Authorization for the Board and/or Its Authorized Persons to Handle Matters Related to Restricted H Share Incentive Scheme

To ensure the smooth implementation of the Scheme and improve decision-making efficiency, the Board intends to seek approval from the Shareholders at a shareholders' meeting to authorize the Board and/or its authorized persons to handle all matters related to the Scheme at their full discretion within the scope of applicable laws, regulations, and the terms of the Scheme, including but not limited to:

1. formulating and amending the specific implementation rules for the Scheme in accordance with the terms of the Scheme adopted at the shareholders' meeting;

2. selecting and determining the list of Eligible Participants/Selected Participants, the number of Incentive Shares granted to each, the grant date, vesting arrangements, purchase price (if applicable), performance conditions, and other terms and conditions of the grant;

3. handling matters related to the grant, registration, vesting, transfer, and/or distribution of Incentive Shares;

4. where applicable, adjusting or cancelling their unvested Incentive Shares due to participants' departures, failure to meet assessment targets, misconduct, or other circumstances, and handling the repurchase and cancellation of the relevant Shares;

5. establishing the Trust, approving the form and content of the Trust Deed, appointing Vistra Trust (Hong Kong) Limited or such other professional trustee as the Board of Directors may deem appropriate as the trustee of the Trust, and signing on behalf of the Company the Trust Deed and all documents, agreements and instruments related to the establishment, operation and termination of the Trust;

6. applying to The Stock Exchange of Hong Kong Limited for the approval of the listing of and dealing in the new H Shares that may be allotted and issued under the Scheme, and handling the registration and filing procedures in Hong Kong and other relevant jurisdictions;

7. handling the change in registered capital and the corresponding amendments to the Company's Articles of Association arising from the change in the Company's share capital due to the grant of Incentive Shares;

8. handling all information disclosure, approval, registration, filing, and other regulatory procedures related to the Scheme in accordance with laws and regulations, the Listing Rules, and the requirements of regulatory authorities;

9. signing, executing, amending, and terminating all documents, agreements, and instruments related to the Scheme (including the Trust Deed); and

10. handling any other matters deemed necessary or appropriate in its absolute discretion for the execution of the Scheme and/or the aforementioned authorization matters (subject to the authorization of the Shareholders at the shareholders' meeting and the restrictions of relevant laws and regulations).

The validity period of the above authorization shall be from the date of the passing of the relevant resolution at the shareholders' meeting until the date of termination of the Scheme in accordance with its terms.

III. Reasons for and Benefits of the Adoption of Restricted H Share Incentive Scheme

Except as stated in "I. Proposed Adoption of Restricted H Share Incentive Scheme — (1) Purpose and Objective of the Scheme" of this announcement, after considering the Group's current remuneration policy, business development strategy, and market practices, the Board believes that the adoption of the Scheme will achieve the above objectives, and that the Scheme Rules are established on normal commercial terms, are fair and reasonable, and are in the overall interests of the Company and the Shareholders as a whole.

IV. Shareholders' Meeting

As the Scheme constitutes a share scheme involving the issue of new Shares by the Company, the adoption of the Scheme is conditional upon the approval of the Shareholders at a shareholders' meeting pursuant to the requirements of Chapter 17 of the Listing Rules.

The Company will send a circular (the "**Circular**") to the Shareholders in due course, which will include, among other things:

1. a notice convening the shareholders' meeting;

2. details of the proposed adoption of the Scheme and the authorization for the Board and/or its authorized persons to handle related matters;

3. a summary of the principal terms of the Scheme and arrangements for the inspection of the Scheme documents; and

4. other information required to be disclosed under the Listing Rules.

The Circular will be published and dispatched to the Shareholders in due course in accordance with the Listing Rules and applicable laws, and will be available on the website of the Stock Exchange (www.hkexnews.hk) and the website of the Company (http://www.unisound.com/).

V. Definitions

In this announcement, unless the context otherwise requires, the following terms shall have the following meanings.

"Board" or "Board of Directors"	the board of directors of the Company.
"business day"	a day on which the Hong Kong Stock Exchange is open for the business of dealing in securities and on which banks in Hong Kong are generally open for business (excluding Saturdays, Sundays and public holidays in Hong Kong).
"Company" or "our Company" or "the Company"	Unisound AI Technology Co., Ltd. (雲知聲智能科技股份有限公司), a company initially established in the PRC with limited liability on 29 June 2012, and converted into a joint stock company with limited liability on 24 June 2019, and the H Shares of which are listed on the Main Board of the Stock Exchange (stock code: 9678).
"Connected Entity"	(i) a holding company of the Company; (ii) a subsidiary of a holding company of the Company (other than a member of the Group); or (iii) an associate of the Company.
"Connected Entity Participant(s)"	any person who is an employee (whether full-time or part-time), director or senior officer of a Connected Entity.
"Director(s)"	the director(s) of the Company.
"Eligible Participant(s)"	Employee Participants and Service Provider Participants who are determined by the Board and/or its authorized person(s) in its/their absolute discretion to be eligible to participate in the Scheme in accordance with the Scheme Rules, and such other eligible persons who are permitted to be included in a share scheme under Chapter 17 of the Listing Rules, but excluding any Excluded Participant.

"Employee Participant(s)"	any Director (including executive or non-executive Directors, but excluding independent non-executive Directors), senior management officer and existing employee of the Company or any of its subsidiaries (including any person who is granted Incentive Shares under the Scheme as an incentive to enter into an employment contract with these companies), who, in each case, is considered by the Board of Directors in its sole discretion to have contributed or will contribute to the Group.
"Excluded Participant(s)"	any person who is prohibited by the laws or regulations of his/her place of residence from being granted and/or vesting and transferring Incentive Shares under the Scheme Rules, or whom the Board deems necessary or appropriate to exclude to ensure compliance with the applicable laws or regulations in such jurisdictions.
"Group"	the Company and its subsidiaries.
"H Share(s)"	the overseas listed foreign ordinary share(s) in the ordinary share capital of our Company with a nominal value of RMB1.00 each, which is/are listed on the Stock Exchange and is/are traded in HK dollars.
"Hong Kong Stock Exchange"	The Stock Exchange of Hong Kong Limited.
"Incentive Shares"	the number of H Shares granted to a Selected Participant under the Scheme.
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as may be amended from time to time).
"PRC" or "China"	the People's Republic of China, for the purpose of this announcement, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan.

"Purchase Price"	the consideration (if any) payable by a Selected Participant to the Company for the acceptance of the Incentive Shares as determined by the Board in its sole discretion, which may be zero or another amount.
"Relevant Schemes"	the Scheme together with any other share schemes involving the issue of new Shares adopted/to be adopted by the Company from time to time.
"Remuneration Committee"	the remuneration committee of the Board of Directors.
"Restricted H Share Incentive Scheme" or "the Scheme"	the Restricted H Share Incentive Scheme proposed to be adopted by the Company in accordance with the rules of the Scheme (as may be amended from time to time).
"Returned Shares"	such Incentive Shares that have not been vested and/or have lapsed and the relevant income thereon in accordance with the terms of the Scheme Rules or such Incentive Shares that are deemed to be Returned Shares in accordance with the terms of the Scheme Rules and the Trust Deed.
"RMB"	Renminbi, the lawful currency of the PRC.
"Scheme Mandate Limit"	the maximum total number of H Shares underlying all Incentive Shares that may be granted under the Scheme (excluding Incentive Shares that have lapsed or been returned to the Trust) without further approval from the Shareholders at a shareholders' meeting, which is initially 10% of the total number of issued H Shares of the Company as at the Adoption Date (excluding any treasury shares).
"Scheme Rules"	the "Rules of the Restricted H Share Incentive Scheme of Unisound AI Technology Co., Ltd.", which sets out the detailed terms and conditions of the Scheme (as amended from time to time).

"Selected Participant(s)"	an Eligible Participant selected by the Board of Directors to participate in the Scheme in accordance with the Scheme Rules (or his/her lawful personal representative(s) or legal successor(s), as the case may be).
"Service Provider Participant(s)"	any service provider engaged by the Group who provides services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long term growth of the Group, and who meets the criteria set out in the Scheme Rules.
"Service Provider Sublimit"	within the Scheme Mandate Limit, the maximum total number of H Shares underlying all Incentive Shares that may be granted under the Scheme to Service Provider Participants and other eligible persons (excluding Incentive Shares that have been utilised or returned to the Trust), which is initially 1% of the total number of issued H Shares of the Company as at the Adoption Date (excluding any treasury shares).
"Shareholder(s)"	holder(s) of the Shares of the Company.
"shareholders' meeting"	a shareholders' meeting of the Company.
"Shares Pool"	a pool comprising: 1. H Shares subscribed for by the Trustee and allotted or issued to it under the Scheme Rules or otherwise contributed to the Trust Fund; 2. H Shares irrevocably donated or transferred to the Trustee by any person recommended by the Company, to be held by the Trustee on trust in accordance with the powers and provisions under the Trust Deed; 3. H Shares allotted or issued to the Trustee as holder of the Shares forming part of the Trust Fund, whether by way of scrip dividend or otherwise; and

4. the Returned Shares.

"Trust"	the trust constituted or to be constituted by the Trust Deed for the purpose of the Restricted H Share Incentive Scheme.
"Trust Deed"	the trust deed to be entered into between the Company and the Trustee in respect of the Restricted H Share Incentive Scheme (as restated, supplemented and amended from time to time).
"Trustee"	the trustee (being independent of and not connected with the Company) appointed or to be appointed by the Company for the administration of the Restricted H Share Incentive Scheme, or any additional or replacement trustee.

Terms defined in other Hong Kong laws and the Listing Rules shall, unless the context otherwise requires, have the same meanings as those ascribed to them in such regulations.

The Restricted H Share Incentive Scheme is subject to the approval of the Shareholders. Shareholders and potential investors are advised to exercise caution when dealing in the Shares of the Company.

By Order of the Board
Unisound AI Technology Co., Ltd.
Dr. Huang Wei
Executive Director and Chief Executive Officer

Beijing, the PRC
April 27, 2026

As at the date of this announcement, the Board of Directors of the Company comprises: (i) Dr. Liang Jia'en, Dr. Huang Wei, Dr. Kang Heng, Dr. Li Xiaohan and Dr. Liu Shengping as executive Directors; (ii) Mr. Li Zhichao as a non-executive Director; and (iii) Mr. Hu Jianjun, Dr. Fan Jian, Dr. Jin Huihua and Dr. Zhang Kun as independent non-executive Directors.