THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Win Hanverky Holdings Limited, you should at once hand this circular and the accompanying form of proxy to the purchaser or the transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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WIN HANVERKY HOLDINGS LIMITED
永嘉集團控股有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 3322)

PROPOSALS FOR GENERAL MANDATES TO ISSUE NEW SHARES AND REPURCHASE SHARES, RE-ELECTION OF DIRECTORS, PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION AND ADOPTION OF THE AMENDED AND RESTATED ARTICLES OF ASSOCIATION, PROPOSED ADOPTION OF THE NEW SHARE OPTION SCHEME AND NOTICE OF ANNUAL GENERAL MEETING

A notice convening the annual general meeting (the "**Annual General Meeting**") of Win Hanverky Holdings Limited (the "**Company**") to be held at 6/F, Phase 6, Hong Kong Spinners Industrial Building, 481–483 Castle Peak Road, Kowloon, Hong Kong on Thursday, 18 June 2026 at 10:30 a.m. is set out on pages 47 to 52 of this circular. A form of proxy for use at the Annual General Meeting is enclosed with this circular and such form of proxy is also published on the websites of The Stock Exchange of Hong Kong Limited at www.hkexnews.hk and the Company at www.winhanverky.com.

Whether or not you are able to attend the Annual General Meeting, you are requested to complete the form of proxy accompanying the notice of the Annual General Meeting in accordance with the instructions printed thereon and return it to the Hong Kong share registrar and transfer office of the Company, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for holding the Annual General Meeting or any adjourned meeting thereof. Completion and return of the form of proxy will not preclude you from attending the Annual General Meeting or any adjournment thereof and voting in person if you so wish and in such event, the form of proxy will be deemed to be revoked.

No gifts, food or beverages will be provided at the Annual General Meeting.

30 April 2026

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In this circular, unless the context otherwise requires, the following expressions shall have the following meanings:

"Adoption Date"	the date on which the New Share Option Scheme is conditionally adopted by resolution of the Shareholders in the Annual General Meeting
"Amended and Restated Articles of Association"	the new amended and restated articles of association of the Company incorporating and consolidating all the Proposed Amendments proposed to be adopted by the Shareholders at the Annual General Meeting
"Annual General Meeting"	the annual general meeting of the Company to be held at 6/F, Phase 6, Hong Kong Spinners Industrial Building, 481–483 Castle Peak Road, Kowloon, Hong Kong on Thursday, 18 June 2026 at 10:30 a.m.
"Articles of Association"	the amended and restated articles of association of the Company, as amended from time to time
"associate(s)"	shall have the meaning ascribed to it under the Listing Rules
"Board"	the board of Directors
"chief executive"	shall have the meaning ascribed to it under the Listing Rules
"Chinese Mainland"	the People's Republic of China, excluding Hong Kong, Macao and Taiwan
"close associate"	shall have the meaning ascribed to it under the Listing Rules
"Company"	Win Hanverky Holdings Limited, a company incorporated on 13 December 2005 in the Cayman Islands with limited liability, whose Shares are listed on the Stock Exchange
"connected person"	shall have the meaning ascribed to it under the Listing Rules
"controlling shareholder"	shall have the meaning ascribed to it under the Listing Rules
"core connected person"	shall have the meaning ascribed to it under the Listing Rules
"Director(s)"	director(s) of the Company
"Employee(s)"	any full-time employee employed by the Company or any of its subsidiaries
"Existing Share Option Scheme"	the share option scheme of the Company adopted on 16 June 2016

"Exercise Price"	the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option
"Extension Mandate"	as defined in paragraph 2(c) of the Letter from the Board in this circular
"Grantee(s)"	any Participant who accepts an Offer, or (where the context so permits) a person who is entitled to any such Option in consequence of the death or disability of the original Grantee, in accordance with the provisions of the New Share Option Scheme
"Group"	the Company and its subsidiaries
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	The Hong Kong Special Administrative Region of Chinese Mainland
"Issue Mandate"	as defined in paragraph 2(a) of the Letter from the Board in this circular
"Latest Practicable Date"	27 April 2026, being the latest practicable date prior to the printing of this circular for ascertaining certain information in this circular
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
"New Share Option Scheme"	the share option scheme which is proposed to be adopted by the Company at the Annual General Meeting, the principal terms of which are set out in Appendix IV to this circular
"Offer"	the offer of the grant of an Option made in accordance with the provisions of the New Share Option Scheme
"Offer Date"	date of the offer letter
"Option"	a right to subscribe for Shares pursuant to the provisions of the New Share Option Scheme
"Option Period"	a period to be determined by the Board in its absolute discretion as being the period during which an Option may be exercised, such period to expire not later than 10 years from the date of grant of the Option

"Other Schemes"	schemes involving the grant of awards or options over Shares of the Company, other than the New Share Option Scheme
"Participant(s)"	any director of the Company or any of its subsidiaries or any Employee, including persons who are granted Options under the New Share Option Scheme as an inducement to enter into employment contracts or service contracts with any of such companies
"Proposed Amendments"	the proposed amendments to the existing Articles of Association as set out in Appendix III to this circular
"Quinta"	Quinta Asia Limited, a company incorporated in the British Virgin Islands and is beneficially owned as to 70% by Mr. LI Kwok Tung Roy and 30% by Mr. LAI Ching Ping, each an executive Director
"Repurchase Mandate"	as defined in paragraph 2(b) of the Letter from the Board in this circular
"Scheme Period"	10 years commencing from the Adoption Date
"SFO"	the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong
"Share(s)"	ordinary share(s) of HK$0.10 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the Shares
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Takeovers Code"	the Code on Takeovers and Mergers issued by the Securities and Futures Commission of Hong Kong
"treasury shares"	shall have the meaning ascribed to it under the Listing Rules

WIN HANVERKY HOLDINGS LIMITED
永嘉集團控股有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 3322)

Executive Directors:
Mr. LI Kwok Tung Roy *(Chairman)*
Mr. LAI Ching Ping *(Deputy Chairman)*
Mr. LI Chun Ho Fredrick *(Chief Executive Officer)*
Mr. WONG Chi Keung *(Chief Financial Officer)*

Independent Non-executive Directors:
Mr. KWAN Kai Cheong
Ms. CHAN Kit Fun Fanny
Ms. CHAU Pui Lin

Registered Office:
Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

Head Office and Principal Place of Business in Hong Kong:
6th Floor, Phase 6
Hong Kong Spinners Industrial Building
481–483 Castle Peak Road
Kowloon
Hong Kong

30 April 2026

To the Shareholders

Dear Sir or Madam,

PROPOSALS FOR GENERAL MANDATES TO ISSUE NEW SHARES AND REPURCHASE SHARES, RE-ELECTION OF DIRECTORS, PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION AND ADOPTION OF THE AMENDED AND RESTATED ARTICLES OF ASSOCIATION AND PROPOSED ADOPTION OF THE NEW SHARE OPTION SCHEME

1. INTRODUCTION

The purpose of this circular is to provide the Shareholders with information in respect of the resolutions to be proposed at the Annual General Meeting, among others, for (i) the granting of the Issue Mandate to the Directors; (ii) the granting of the Repurchase Mandate to the Directors; (iii) the granting of the Extension Mandate to the Directors; (iv) the re-election of Directors; (v) the Proposed Amendments and the adoption of the Amended and Restated Articles of Association; and (vi) the proposed adoption of the New Share Option Scheme.

2. GENERAL MANDATES TO ISSUE NEW SHARES AND REPURCHASE SHARES

Ordinary resolutions will be proposed at the Annual General Meeting to approve the granting of general mandates to the Directors:

(a) to allot, issue or deal with new Shares (including by way of sale or transfer of any treasury shares out of treasury) of up to 20% of the aggregate number of Shares in issue (excluding treasury shares, if any) as at the date of passing of such resolution (the "**Issue Mandate**");

(b) to purchase the Shares on the Stock Exchange of up to 10% of the aggregate number of Shares in issue (excluding treasury shares, if any) as at the date of passing of such resolution (the "**Repurchase Mandate**"); and

(c) to extend the Issue Mandate by a number representing the aggregate number of Shares repurchased by the Company pursuant to and in accordance with the Repurchase Mandate (the "**Extension Mandate**").

The Issue Mandate and the Repurchase Mandate will continue in force until the conclusion of the next annual general meeting of the Company held after the Annual General Meeting or any earlier date as referred to in ordinary resolutions No. 4A and 4B set out in the notice of Annual General Meeting.

As at the Latest Practicable Date, the issued share capital of the Company comprised 1,284,400,000 Shares, and the Company did not hold any treasury shares.

Subject to the passing of the proposed resolution in respect of the granting of the Issue Mandate and on the basis that no further Shares are issued or repurchased prior to the Annual General Meeting, the Company would be allowed under the Issue Mandate to issue a maximum of 256,880,000 Shares (representing 20% of the Shares in issue (excluding treasury shares, if any) as at the date of granting of the Issue Mandate).

An explanatory statement, as required by the Listing Rules to be given to the Shareholders in connection with the Repurchase Mandate, is set out in Appendix I to this circular.

3. RE-ELECTION OF DIRECTORS

As announced by the Company on 2 January 2026, Mr. LI Chun Ho Fredrick was appointed as an executive Director and Ms. CHAU Pui Lin ("**Ms. CHAU**") was appointed as an independent non-executive Director, and the chairman of the nomination committee of the Board (the "**Nomination Committee**") and a member of the audit committee of the Board with effect from 2 January 2026. Mr. LI Chun Ho Fredrick was subsequently appointed as the Chief Executive Officer on 3 March 2026. According to Article 86(3) of the Articles of Association, Mr. LI Chun Ho Fredrick and Ms. CHAU, as newly appointed Directors, shall hold office until the Annual General Meeting and be eligible for re-election.

According to Articles 87(1) and 87(2) of the Articles of Association, Mr. LI Kwok Tung Roy and Mr. WONG Chi Keung ("**Mr. WONG**") shall retire at the Annual General Meeting by rotation and be eligible to offer themselves for re-election as a Director. All of the above retiring Directors offered themselves for re-election as a Director at the Annual General Meeting.

The Nomination Committee considered the current Board composition and nominated Mr. LI Kwok Tung Roy, Mr. WONG, Mr. LI Chun Ho Fredrick and Ms. CHAU to the Board for it to recommend them to stand for election by the Shareholders at the Annual General Meeting (except that Ms. CHAU who is the chairman of the Nomination Committee and Mr. LI Kwok Tung Roy who is a member of the Nomination Committee abstained from voting relating to their own nominations). The nominations were made after taking into account the objective criteria (including without limitation, gender, age, cultural and educational background, professional experience, talents, skills, knowledge, length of service and other qualities of the Directors proposed to be re-elected), with due regard for the benefits of diversity, as set out in the board diversity policy adopted by the Company. The Nomination Committee had also taken into account their respective contributions to the Board and their firm commitments to their roles.

Ms. CHAU, independent non-executive Director of the Company, has confirmed her independence with reference to the factors set out in Rule 3.13 of the Listing Rules. The Nomination Committee is also responsible for, inter alia, assessing the independence of independent non-executive Directors. On 19 March 2026, the Nomination Committee assessed and reviewed the individual independence criteria as set out in Rule 3.13 of the Listing Rules, and affirmed that all independent non-executive Directors, including Ms. CHAU, remained independent.

Biographical details of the abovementioned Directors proposed to be re-elected at the Annual General Meeting are set out in Appendix II to this circular.

4. PROPOSED AMENDMENTS AND ADOPTION OF THE AMENDED AND RESTATED ARTICLES OF ASSOCIATION

Reference is made to the announcement of the Company dated 10 April 2026. The Board proposes to amend the existing Articles of Association by adopting the Amended and Restated Articles of Association in substitution for, and to the exclusion of, the Articles of Association for the purposes of, among others, (i) bringing the Articles of Association in line with the expanded paperless listing regime, the electronic dissemination of corporate communications by listed issuers, the new treasury shares regime under the Listing Rules and the implementation of an uncertificated securities market; and (ii) making other housekeeping and minor amendments.

Details of the Proposed Amendments are set out in Appendix III to this circular. A special resolution will be proposed at the Annual General Meeting to approve the Proposed Amendments and the adoption of the Amended and Restated Articles of Association.

The legal advisers to the Company as to the Hong Kong laws and the Cayman Islands laws have respectively confirmed that the Proposed Amendments comply with the requirements of the Listing Rules and do not violate the applicable laws of the Cayman Islands. The Company also confirms that there is nothing unusual about the Proposed Amendments for a company listed on the Stock Exchange.

Shareholders are advised that the Chinese translation of the Proposed Amendments are for reference only. The English version shall prevail in case of any discrepancy or inconsistency between the English version and its Chinese translation.

5. PROPOSED ADOPTION OF THE NEW SHARE OPTION SCHEME

The Existing Share Option Scheme was adopted by the Company on 16 June 2016. No options have been granted under the Existing Share Option Scheme since its adoption and up to the Latest Practicable Date. The Board has no plans to grant any options under the Existing Share Option Scheme prior to the Annual General Meeting. The Existing Share Option Scheme will expire as from 19 June 2026.

In light of the impending expiry of the Existing Share Option Scheme, the Company proposes to adopt the New Share Option Scheme, which will take effect upon the passing of the relevant ordinary resolution by the Shareholders at the Annual General Meeting. Following the adoption of the New Share Option Scheme and prior to the grant of any Options to the Participants, the Company will apply to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the new Shares to be issued upon the exercise of the Options to be granted.

Scheme Mandate Limit

As at the Latest Practicable Date, the Company had a total of 1,284,400,000 Shares in issue, and the Company did not hold any treasury shares. Subject to the passing of the relevant resolution at the Annual General Meeting, and on the assumption that no further Shares will be issued and/or repurchased by the Company between the Latest Practicable Date and the date of the Annual General Meeting, Options to subscribe for up to 128,440,000 Shares, representing 10% of the issued Shares as at the date of the Annual General Meeting (excluding treasury shares, if any), may be issued (including any treasury shares which may be transferred, as applicable) under the New Share Option Scheme and any Other Schemes pursuant to the Listing Rules.

Purpose

The purpose of the New Share Option Scheme is to provide the Company with a flexible means of incentivising, rewarding, remunerating, compensating, and/or providing benefits to the Participants in the interest of the long term growth of the Group.

Participants

The Participants of the New Share Option Scheme include any director of the Company or any of its subsidiaries or any Employee, including persons who are granted Options under the New Share Option Scheme as an inducement to enter into employment contracts or service contracts with any of such companies.

In determining the eligibility of the Participant, the factors in assessing whether any Participant is eligible include: (i) the performance of such Participants; (ii) their time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard; (iii) their length of engagement with the Group; (iv) their contribution or potential contribution to the development and growth of the Group; (v) alignment of interests with Shareholders; and (vi) retention and motivation potential for granting Options to the relevant Participants.

As at the Latest Practicable Date, the Company has not formulated any plan or intention to grant any Option to the independent non-executive Directors under the New Share Option Scheme. However, the Board recognises that (i) equity-based remuneration continues to be an important means of ensuring alignment between the interests of Shareholders and all Board members, including the independent non-executive Directors; (ii) it is common to include independent non-executive Directors as eligible persons of share option schemes among public companies; and (iii) independent non-executive Directors can provide crucial contributions to the Group's development and business by offering valuable insight and advice, leveraging their deep industry knowledge and professional backgrounds. Given their vital role in maintaining a sound corporate governance framework and supervising the internal control system within the Group, the Board believes that including independent non-executive Directors as Participants and allowing flexibility to grant Options to independent non-executive Directors in addition to cash-based incentives will allow the Company to maintain a competitive remuneration package to attract and retain talent.

The Company is of the view that the independence and impartiality of the independent non-executive Directors will not be impaired by any potential grant of the Options under the New Share Option Scheme for the following reasons: (i) the independent non-executive Directors will continue to comply with the independence requirement under Rule 3.13 of the Listing Rules; (ii) approval by independent Shareholders will be required if any Option is to be granted to independent non-executive Directors or any of their respective associates would result in the total number of Shares issued and to be issued in respect of all options and awards granted to such persons in the 12-month period up to and including the date of the grant representing in aggregate over 0.1% of the Shares in issue (excluding treasury shares, if any); and (iii) the Board will be mindful of the recommended best practice E.1.9 of the corporate governance code set out in Appendix C1 to the Listing Rules which recommends that issuers should generally not grant equity-based remuneration with performance-related elements to independent non-executive directors when considering any future grants of Options to the independent non-executive Directors.

The Board (including the independent non-executive Directors) is of the view that, given the performance of the Group depends on both the management and oversight of the Board and the contributions of its employees, the inclusion of directors and employees of the Company or any of its subsidiaries as Participants is in line with the purposes of the New Share Option Scheme, and is fair and reasonable, and in the long-term interests of the Company and the Shareholders as a whole.

Grant of Options

The Board may, on a case-by-case basis when offering the grant of an Option, impose any conditions, restrictions or limitations in relation thereto in addition to those expressly set forth in the New Share Option Scheme as it may think fit, including, *inter alia*, the vesting period of the Options, the performance targets which must be achieved before an Option can be exercised under the terms of the New Share Option Scheme. The vesting period for the Options under the New Share Option Scheme shall be at least 12 months.

Save as may be determined by the Board and provided in the Offer Letter, there is no performance target attached to the Options. Where no performance targets are to be imposed upon Grantee in the relevant Offer, the Board would have considered the Grantee's past contributions to the Group in determining the grant of the Options to such Grantee which would serve as a reward to the Grantee for his/her past contributions to the Group and help to maintain high-calibre employees in the Group.

The Board and the Remuneration Committee are of the view that the flexibility provided to the Board regarding performance targets will enhance the Group's ability to reward its employees and retain valuable talent that is crucial for the Group's growth and development. Where performance targets are to be imposed upon Grantees in the relevant Offer Letter, the Board aims to incentivise the Grantee to continue to contribute to the Group. In determining the performances target, the Board may have regard to the purpose of the New Share Option Scheme with reference to factors including but not limited to, as and when appropriate, sales performance (e.g. revenue), operating performance (e.g. profitability and operational efficiency in cost control), and financial performance (e.g. profits, cash flow, earnings, market capitalisation, and return on equity) of the Group, corporate suitability parameters (e.g. team work capabilities and adherence to corporate culture), and discipline and responsibility (e.g. punctuality, integrity, honesty and compliance with internal business procedures), the satisfaction of which shall be assessed and determined by the Board at its sole discretion. The Board will compare the actual performance against the performance target when vesting the Options to the Grantees.

There are provisions in the New Share Option Scheme which provides for circumstances under which the Options shall lapse automatically in the event that the Grantees cease to be the Participants, or commit a breach of the New Share Option Scheme. As the circumstances for each grant may vary, it may not always be appropriate to impose a generic set of clawback mechanism. The Options may or may not contain any clawback mechanism.

The Board may impose a clawback mechanism on a case-by-case basis to recover Options granted to a Grantee (to the extent not exercised) and set out the clawback mechanism in the Offer Letter, which covers the following conditions:

(a) the Grantee commits serious misconduct or a breach of policy, code or any other agreement with the Group that is deemed material;

(b) the Grantee engages in any act or omission in the performance of his/her duties that has caused or will cause a material adverse effect on the reputation or interests of the Group; and/or

(c) the Grantee ceases to be an Employee for cause (including but not limited to misconduct or fraud).

The Board and the Remuneration Committee consider that it is more beneficial for the Company to have flexibility to determine whether and to what extent any clawback mechanism will be attached to each grant in light of the specific circumstances of each Participant. The Board and the Remuneration Committee will consider all relevant circumstances including the purpose of the grant and the category of the Participants in determining whether any performance target or clawback mechanism should be imposed. The Board and the Remuneration Committee believe that retaining the flexibility to impose appropriate conditions based on the specific circumstances of each grant is in the Company's best interest. This approach enables a more meaningful reward for the Participants' contributions or potential contributions. Further, by allowing the Company to impose such performance targets and/or clawback mechanism on a case by case basis, the Board (including the independent non-executive Directors) and the Remuneration Committee consider the Company will be in a better position to retain such Participants to continue serving the Company and to provide incentives to such Participants in achieving the goals of the Group, which align with the purpose of the New Share Option Scheme.

Exercise Price

Grantees are entitled to subscribe for the number of Shares at the Exercise Price, which shall be at least the higher of:

(a) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the date of grant of the Option which must be a Business Day;

(b) the average closing price of the Shares as stated in the Stock Exchange's daily quotation sheets for the five Business Days immediately preceding the date of the grant of the Option; and

(c) the nominal value of the Shares on the date of grant of the Options.

The Board (including the independent non-executive Directors) considers that such basis for determining the Exercise Price will serve to preserve the value of the Company, while encouraging the Grantees to acquire proprietary interests in the Company and serving the purpose of the New Share Option Scheme.

General

As at the Latest Practicable Date,

(i) the Company has not engaged any trustee for the administration of the New Share Option Scheme. If a trustee is engaged in the future, such trustee will not be a Director, and no Director will have any direct or indirect interest in the trustee;

(ii) the Company does not have any share option scheme or share award scheme other than the Existing Share Option Scheme;

(iii) the Company has not formulated any plan to grant the Options under the New Share Option Scheme and will continue to assess the need to formulate such a plan from time to time;

(iv) the Company is allowed to use treasury shares for the New Share Option Scheme. If the Company has treasury shares available, the Company may use the treasury shares for the New Share Option Scheme where appropriate; and

(v) to the best knowledge of the Directors and having made all reasonable enquiries, no Shareholder has any material interest in the proposed adoption of the New Share Option Scheme and no Shareholder is required to abstain from voting on the resolution related to it.

A summary of the principal terms of the New Share Option Scheme is provided in Appendix IV to this circular. The New Share Option Scheme will be published on the websites of the Stock Exchange and the Company for a period of 14 days prior to the date of the Annual General Meeting and will be made available for inspection at the Annual General Meeting.

6. PROPOSED RE-APPOINTMENT OF AUDITOR

The term of office of the auditor of the Company, Messrs. PricewaterhouseCoopers, will expire upon the conclusion of the Annual General Meeting. The Board proposes to re-appoint Messrs. PricewaterhouseCoopers as auditor of the Company for the year ending 31 December 2026. The estimated auditor's remuneration agreed with the auditor of the Company for the audit services relating to the year ending 31 December 2026 would be approximately HK$3.75 million, which was determined by the Board with reference to the scale of the Group's operations, the expected audit scope, the audit timetable and the auditor's resources required. The fee is subject to adjustment in the event of any change in the audit scope.

7. ANNUAL GENERAL MEETING

The notice of the Annual General Meeting is set out on pages 47 to 52 of this circular. At the Annual General Meeting, resolutions will be proposed for the Shareholders to consider and, if thought fit, approve, inter alia, the granting of the Issue Mandate, the Repurchase Mandate and the Extension Mandate, the re-election of the retiring Directors, the Proposed Amendments and the adoption of the Amended and Restated Articles of Association, and the proposed adoption of the New Share Option Scheme.

A form of proxy for use at the Annual General Meeting is enclosed with this circular and such from of proxy is also published on the websites of the Stock Exchange at www.hkexnews.hk and the Company at www.winhanverky.com. To be valid, the form of proxy, together with the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power of attorney or authority must be deposited at the Hong Kong share registrar and transfer office of the Company, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not less than 48 hours before the time appointed for holding the Annual General Meeting or any adjourned meeting thereof. Completion and return of the form of proxy will not preclude you from attending the Annual General Meeting or any adjournment thereof and voting in person if you so wish and in such event, the form of proxy will be deemed to be revoked.

All the resolutions set out in the notice of the Annual General Meeting will be decided by poll except where the chairman of the Annual General Meeting, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by show of hands, as in accordance with the Listing Rules. The chairman of the Annual General Meeting will explain the detailed procedures for conducting a poll at the Annual General Meeting.

8. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

9. RECOMMENDATION

The Directors consider that the granting of the Issue Mandate, the Repurchase Mandate and the Extension Mandate, the re-election of the retiring Directors, the Proposed Amendments and the adoption of the Amended and Restated Articles of Association, and the proposed adoption of the New Share Option Scheme are in the best interests of the Company and the Shareholders. Accordingly, the Directors recommend the Shareholders to vote in favour of the relevant resolutions to be proposed at the Annual General Meeting.

10. GENERAL INFORMATION

Your attention is drawn to the additional information set out in the Appendices to this circular.

Yours faithfully,
For and on behalf of the Board
Win Hanverky Holdings Limited
LI Kwok Tung Roy
Chairman

The following is an explanatory statement required under the Listing Rules to be sent to the Shareholders to enable them to make an informed decision on whether to vote for or against the ordinary resolution to be proposed at the Annual General Meeting in relation to the granting of the Repurchase Mandate.

1. SHARE CAPITAL

As at the Latest Practicable Date, the issued share capital of the Company comprised 1,284,400,000 Shares, and the Company did not hold any treasury shares.

Subject to the passing of the proposed resolution in respect of the granting of the Repurchase Mandate and on the basis that no further Shares are issued or repurchased prior to the Annual General Meeting, the Company would be allowed under the Repurchase Mandate to repurchase a maximum of 128,440,000 Shares (representing 10% of the Shares in issue (excluding treasury shares, if any) as at the date of granting of the Repurchase Mandate).

If the Company purchases Shares pursuant to the Repurchase Mandate, the Company may cancel the repurchased shares and/or hold such shares in treasury, subject to market conditions and the capital management needs of the Company at the relevant time such repurchases of Shares are made. If the Company holds Shares in treasury, any resale of Shares held in treasury will be subject to ordinary resolution No. 4A of the notice of Annual General Meeting and made in accordance with the Listing Rules and the applicable laws and regulations of the Cayman Islands.

To the extent that any treasury shares are deposited with Central Clearing and Settlement System ("**CCASS**") pending resale on the Stock Exchange, the Company will adopt appropriate measures to ensure that it does not exercise any Shareholders' rights or receive any entitlements which would otherwise be suspended under the applicable laws if those shares were registered in the Company's own name as treasury shares. These measures may include approval by the Board that (i) the Company will not (or will procure its broker not to) give any instructions to Hong Kong Securities Clearing Company Limited to vote at general meetings of the Company for the treasury shares deposited with CCASS; and (ii) in the case of dividends or distributions, the Company will withdraw the treasury shares from CCASS, and either re-register them in its own name as treasury shares or cancel them, in each case before the record date for the dividends or distributions.

2. REASON FOR REPURCHASE OF SHARES

The Directors believe that the Repurchase Mandate is in the best interests of the Company and the Shareholders. Such repurchase may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net asset value and/or earnings per Share and will only be made when the Directors believe that such repurchase will benefit the Company and the Shareholders.

As at the Latest Practicable Date, the Directors have no present intention to repurchase any Shares.

3. FUNDING OF REPURCHASES

In repurchasing Shares, the Company may only apply funds legally available for such purchase in accordance with the memorandum of association of the Company, the Articles of Association, the Listing Rules and the applicable laws of the Cayman Islands. Repurchases pursuant to the Repurchase Mandate will be made out of the profits of the Company or the proceeds of a fresh issue of Shares made for such purpose or, subject to the Articles of Association and the laws of the Cayman Islands, out of capital provided that the Company is able to pay its debts as they fall due in the ordinary course of business. Any premium payable on a purchase at a purchase price that is over the par value of the Shares subject to such purchase must be paid out of the profits of the Company or out of sums standing to the credit of the share premium account of the Company or, subject to the Articles of Association and the laws of the Cayman Islands, out of capital provided that the Company is able to pay its debts as they fall due in the ordinary course of business.

There might be an adverse impact on the working capital or gearing position of the Company as compared with the position disclosed in the audited financial statements contained in the annual report of the Company for the year ended 31 December 2025 in the event that the repurchase of Shares were to be carried out in full at any time during the proposed repurchase period. However, the Directors do not propose to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company or the gearing levels which in the opinion of the Directors are from time to time appropriate for the Company.

4. SHARE PRICES

The following table shows the highest and lowest prices at which the Shares have traded on the Stock Exchange in each of the last twelve months:

	Highest *HK$*	**Lowest** *HK$*
2025		
April	0.220	0.185
May	0.250	0.201
June	0.240	0.225
July	0.242	0.215
August	0.225	0.196
September	0.214	0.187
October	0.203	0.163
November	0.230	0.178
December	0.239	0.201
2026		
January	0.248	0.207
February	0.248	0.214
March	0.235	0.184
April (up to and including the Latest Practicable Date)	0.184	0.170

5. UNDERTAKINGS

The Directors will exercise the powers of the Company to make repurchases of Shares pursuant to the Repurchase Mandate and in accordance with the Listing Rules and the applicable laws of the Cayman Islands. Neither this explanatory statement nor the proposed share purchases under the Repurchase Mandate has any unusual features.

None of the Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their close associates (as defined in the Listing Rules), have any present intention to sell any Shares to the Company or its subsidiaries under the Repurchase Mandate if such resolution is approved by the Shareholders.

No core connected person (as defined in the Listing Rules) of the Company has notified the Company that he/she/it has a present intention to sell Shares to the Company or its subsidiaries, or has undertaken not to do so, in the event that the Repurchase Mandate is approved by the Shareholders.

6. TAKEOVERS CODE

If on the exercise of the powers to repurchase Shares pursuant to the Repurchase Mandate, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition for the purposes of Rule 32 of the Takeovers Code. As a result, a Shareholder, or group of Shareholders acting in concert, could obtain or consolidate control of the Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code.

As at the Latest Practicable Date, Quinta, being the controlling Shareholder, held 743,769,967 Shares, representing approximately 57.91% of the issued share capital of the Company. In the event that the Directors exercise in full the power to repurchase Shares in accordance with the Repurchase Mandate, assuming that the present shareholdings and capital structure of the Company remain the same, the interests of Quinta in the issued Shares would be increased to approximately 64.34% of the total issued share capital of the Company. The Directors are not aware of any consequences which would arise under the Takeovers Code as a result of exercising power under the Repurchase Mandate.

The Directors have no present intention to repurchase any Shares to the extent that it will trigger the obligations under the Takeovers Code to make a mandatory offer or which will result in the number of Shares held by the public being reduced to less than 25% of the total issued shares of the Company.

7. SHARE REPURCHASE MADE BY THE COMPANY

No repurchase of Shares has been made by the Company during the six months immediately prior to the Latest Practicable Date (whether on the Stock Exchange or otherwise).

The biographical details of the Directors proposed to be re-elected at the Annual General Meeting are set out below:

LI Kwok Tung Roy, aged 75, is an executive Director, co-founder and Chairman and authorised representative of the Company. He was appointed as an executive Director in December 2005. He is also a director of certain subsidiaries of the Company. Mr. LI is the father of Mr. LI Chun Ho Fredrick, an executive Director and Chief Executive Officer. Mr. LI is responsible for strategic planning and overall management of the Group. Mr. LI has over 45 years of experience in the apparel industry and handling client relationship.

So far as the Directors are aware, as at the Latest Practicable Date, Mr. LI held 70% interest in the issued share capital of Quinta, which in turn held 743,769,967 Shares representing 57.91% of the issued share capital of the Company. Mr. LI is also a director of Quinta.

Mr. LI has entered into a service agreement with the Company for a term of three years commencing from 29 January 2024. He is entitled to an annual remuneration of approximately HK$4,900,000 with additional discretionary bonus which is determined with reference to his duties and responsibilities, the remuneration benchmark in the industry and the prevailing market conditions. Mr. LI will also be entitled to all reasonable out-of-pocket expenses in connection with his performance of the director's duties.

WONG Chi Keung, aged 59, is an executive Director, Chief Financial Officer and authorised representative of the Company. Mr. WONG is also a director of certain subsidiaries of the Company. Mr. WONG joined the Group in March 2014 and has more than 33 years of experience in accounting, auditing and finance. Between 2006 and 2013, Mr. WONG served as the chief financial officer for a number of sino-foreign joint venture and Hong Kong and US listed companies, including China Dongxiang (Group) Co., Ltd. and Besunyen Holdings Company Limited, both companies are listed on the Stock Exchange. Between 2002 and 2006, Mr. WONG worked at various operating entities of China Netcom Group, including serving as a senior finance manager of China Netcom Group Corporation (Hong Kong) Limited, a company previously listed on the Main Board of the Stock Exchange. Between 1989 and 1999, Mr. WONG worked for PricewaterhouseCoopers, an international public accounting firm and lastly as an audit manager. Mr. WONG is currently an independent non-executive director of Sinomax Group Limited, a company listed on the Stock Exchange.

Mr. WONG obtained a Bachelor degree in Business Administration from the Chinese University of Hong Kong in 1989 and a Master degree in Business Administration from the Australian Graduate School of Management in 2002. Mr. WONG is a fellow member of the Association of Chartered Certified Accountants and a member of the Hong Kong Institute of Certified Public Accountants.

So far as the Directors are aware, as at the Latest Practicable Date, Mr. WONG was beneficially interested in 102,000 Shares, representing 0.01% of the issued share capital of the Company.

Mr. WONG has entered into a service agreement with the Company for a term of three years commencing from 1 March 2025. He is entitled to an annual remuneration of approximately HK$2,900,000 with additional discretionary bonus which is determined with reference to his duties and responsibilities, the remuneration benchmark in the industry and the prevailing market conditions. Mr. WONG will also be entitled to all reasonable out-of-pocket expenses in connection with his performance of the director's duties.

LI Chun Ho Fredrick, aged 49, is an executive Director and Chief Executive Officer of the Company. He was appointed as an executive Director in January 2026 and was subsequently appointed as the Chief Executive Officer in March 2026. He is also a director of certain subsidiaries of the Company. Mr. LI is the son of Mr. LI Kwok Tung Roy. Mr. LI leads the business operations of Manufacturing Business and is the head of Fashion Brands and Licensing Business (a new business segment established in 2025).

Mr. LI joined the Group in January 2004 and was the sales and marketing director of Sportswear Manufacturing Business. He then became the senior management of High-end Fashion Retailing Business in 2011 and was promoted to the managing director of High-end Fashion Retailing Business in 2016. High-end Fashion Retailing Business was discontinued in 2025. Prior to joining the Group, Mr. Li worked in the finance industry in Canada.

Mr. LI obtained a Bachelor degree in Commerce from the University of Toronto in 2000 and an Executive Master of Business Administration degree from the Chinese University of Hong Kong in 2011.

So far as the Directors are aware, as at the Latest Practicable Date, Mr. LI was beneficially interested in 1,606,000 Shares, representing 0.1% of the issued share capital of the Company.

Mr. LI has entered into a service agreement with the Company commencing from 2 January 2026 in relation to his appointment as an executive Director which has been replaced and superseded by a new service agreement effective from 3 March 2026 with the Company in relation to his appointment as an executive Director and the Chief Executive Officer (the "**New Service Agreement**") for a term of three years until 2 March 2029. Mr. LI is entitled to an annual remuneration of HK$3,000,000 with additional discretionary bonus for his services for the Group. His remuneration comprises an annual remuneration of HK$1,192,220 under the New Service Agreement for his services as an executive Director and the Chief Executive Officer and an annual remuneration of HK$1,807,780 under an employment contract entered into between Mr. LI and a subsidiary of the Company for his service as a managing director of such subsidiary. Such remuneration is determined with reference to his duties and responsibilities, the remuneration benchmark in the industry and the prevailing market conditions. Mr. LI will also be entitled to all reasonable out-of-pocket expenses in connection with his performance of the director's duties.

CHAU Pui Lin, aged 64, is an independent non-executive Director of the Company. Ms. CHAU was previously an independent non-executive Director of the Company from June 2015 to October 2019. She rejoined us in January 2026. Ms. CHAU has been in the marketing and advertising industry in the Greater China for 40 years. She was the president of Edelman, the chief operating officer in the Greater China and subsequently the chief executive officer of Cheil Worldwide, the chairman and chief executive officer of Draftfcb Greater China and the chief executive officer of Saatchi & Saatchi Great Wall China.

Ms. CHAU obtained a Bachelor degree in Social Science from the Chinese University of Hong Kong in 1983. She has received numerous awards for her contributions to the marketing and advertising industry, including Top 10 China Chief Executive in 2004, Outstanding Advertising Woman in 2005, The Most Influential People in China Brand Building in 2005, 2006 and 2007, China Adman of the Year in 2007, Outstanding Contribution in Three Decades of China Advertising by China Advertising Association in 2008 and 21 Global Innovators Award by Internationalist USA in 2014.

Ms. CHAU has entered into a letter of appointment with the Company for a term of office of three years commencing from 2 January 2026. She is entitled to a director's fee of HK$200,000 per annum, which is determined with reference to her duties and responsibilities, the remuneration benchmark in the industry and the prevailing market conditions.

GENERAL

Save as disclosed above, as at the Latest Practicable Date, (i) none of the above Directors has any interest (within the meaning of Part XV of the SFO) in the securities of the Company; (ii) none of the above Directors holds, or in the past three years held, any directorship in any public company the securities of which are listed on any securities market in Hong Kong or overseas and other major appointments and professional qualifications; and (iii) none of them has any relationship with any other Directors, senior management or any substantial or controlling shareholders (as defined in the Listing Rules) of the Company.

In relation to the proposed re-election of the above Directors, save as disclosed above and in this circular, there is no information which is discloseable nor is/was any of the above Directors involved in any of the matters required to be disclosed under Rule 13.51(2) of the Listing Rules, and there is no other matter which needs to be brought to the attention of the Shareholders.

The following are the Proposed Amendments to the existing Articles of Association, showing insertions in underline and deletions in strikethrough. The English version shall prevail in case of any discrepancy or inconsistency between the English version and its Chinese translation.

Heading

THE COMPANIES ACT (AS REVISED)
EXEMPTED COMPANY LIMITED BY SHARES

AMENDED AND RESTATED
ARTICLES OF ASSOCIATION

OF

Win Hanverky Holdings Limited
永嘉集團控股有限公司

(Adopted by way of a special resolution passed on
18 June 2026~~15 June 2023~~)

2. (1)	"Act"	the Companies Act ~~(2023 Revision)~~, Chapter ~~Cap.~~ 22 of the Cayman Islands and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor.
	"address"	for the purposes of these Articles, "address" includes an electronic address unless the Act or the Listing Rules require a postal address.
	"ASR Code"	the Code of Conduct for Approved Securities Registrars published by the SFC as amended from time to time.
	"Central Clearing and Settlement System"	the Central Clearing and Settlement System operated by HKSCC.
	"Companies Ordinance"	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended from time to time.

"Electronic System"	any system for holding and transferring securities in electronic form approved by applicable law or regulation or under the Securities and Futures Ordinance or the USM Rules, including but not limited to UNSRT System and any other clearing or settlement system.
"HKSCC"	the Hong Kong Securities Clearing Company Limited.
"HK Stock Exchange"	The Stock Exchange of Hong Kong Limited, a wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited.
"Notice" or "notice"	written notice unless otherwise specifically stated ~~and as further defined~~ in these Articles and, where the context so requires, shall include any other document (including any "corporate communication" and "actionable corporate communication" within the meaning ascribed thereto under the Listing Rules) or communication to be served, issued, or given by the Company under these Articles or pursuant to applicable laws and regulations, including the Listing Rules and/or the rules of the competent regulatory authority. For the avoidance of doubt, Notice may be provided in physical or electronic form.
"Register"	the principal register of Members and where applicable, any branch register of Members including any branch register maintained in Hong Kong to be maintained at such place within or outside the Cayman Islands as the Board shall determine from time to time, and it shall include, where relevant, the register of holders as defined in the USM Rules.
"Securities and Futures Ordinance"	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended from time to time.
"SFC"	the Securities and Futures Commission of Hong Kong.
"treasury shares"	shares repurchased and held by the Company in treasury as authorised by the Act which, for the purpose of these Articles, include shares repurchased by the Company and held or deposited in Central Clearing and Settlement System for sale on the HK Stock Exchange.
"Uncertificated"	a share or other security of the Company that is not evidenced by a certificate and is recorded in the Register as being held in uncertificated form, including through Electronic System, UNSRT System, any other electronic system or clearing house.

"UNSRT System"	an uncertificated securities registration and transfer system, and in relation to any shares or securities of the Company, a computer-based system, together with procedures and other facilities, that (a) enables title to the shares and securities to be evidenced and transferred without an instrument; and (b) facilitates supplementary and incidental matters.
"USM Rules"	the Securities and Futures (Uncertificated Securities Market) Rules (Chapter 571AS) made under the Securities and Futures Ordinance, as amended from time to time.

(2) (e) expressions referring to writing shall, unless the contrary intention appears, be construed as including printing, lithography, photography and other modes of representing or reproducing words or figures in a legible and non-transitory form or, to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations, any visible substitute for writing (including an electronic communication), or modes of representing or reproducing words partly in one visible form and partly in another visible form, ~~and~~ including ~~where the representation takes the form of~~ electronic writing or display (such as digital documents or electronic communications), provided that both the mode of service of the relevant document or Notice and the Member's election comply with all applicable Statutes, rules and regulations;

(n) where a Member is a corporation, any reference to a Member shall, where the context requires, refer to a duly authorised representative of such Member; ~~and~~

(o) nothing in these Articles precludes the holding and conducting of a general meeting in such a way that persons who are not present together at the same place or places may by electronic means attend and participate in it;~~.~~

(p) unless the context otherwise requires, any reference to "print", "printed", or "printed copy" and "printing" shall be deemed to include electronic versions or electronic copies;

(q) any reference to the term "place" within these Articles shall be construed as applicable only in contexts where a physical location is required or relevant. Any reference to a "place" for the delivery, receipt, or payment of monies, whether by the Company or by Members, shall not preclude the use of electronic means for such delivery, receipt, or payment. For the avoidance of doubt, references to a "place" in the context of meetings shall include physical, electronic, or hybrid meeting formats, as permitted by applicable laws and regulations. Notices of meetings, adjournments, postponements, or any other references to a "place" shall be interpreted to include virtual platforms or electronic means of communication where applicable. Where the

term "place" is out of context, unnecessary, or not applicable, such reference shall be disregarded without affecting the validity or interpretation of the relevant provision; and

(r) all voting rights referred to in these Articles shall exclude the voting rights attached to treasury shares.

3. (2) Subject to the Act, the Company's Memorandum and Articles of Association and, where applicable, the Listing Rules and/or the rules and regulations of any competent regulatory authority, the Company shall have the power to purchase or otherwise acquire its own shares and such power shall be exercisable by the Board in such manner, upon such terms and subject to such conditions as it in its absolute discretion thinks fit and any determination by the Board of the manner of purchase shall be deemed authorised by these Articles for the purposes of the Act. The Company is hereby authorised to make payments in respect of the purchase of its shares out of capital or out of any other account or fund which can be authorised for this purpose in accordance with the Act. Subject to the Act and the Listing Rules, the Company is further authorised to hold any repurchased, redeemed or surrendered shares as treasury shares without the need for a separate resolution of the Board for each instance, and any treasury shares held by the Company will be at the disposal of the Board, which may elect to hold all or any of the treasury shares, dispose of or transfer all or any of the treasury shares for cash or other consideration (including without limitation for the purpose of grants made or to be made under the share option plan, share award plan or any other share-based incentive scheme adopted or to be adopted by the Company), or cancel all or any of the treasury shares.

10. (a) the necessary quorum (including~~other than~~ at an adjourned meeting) shall be two persons (or in the case of a Member being a corporation, its duly authorised representative) holding or representing by proxy not less than one-third in nominal value of the issued shares of that class (excluding treasury shares)~~ and at any adjourned meeting of such holders, two holders present in person (or in the case of a Member being a corporation, its duly authorised representative) or by proxy (whatever the number of shares held by them) shall be a quorum~~; and

16. Every share certificate, if issued, shall be issued under the Seal or a facsimile thereof or with the Seal printed thereon and shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates, and the amount paid up thereon and may otherwise be in such form as the Directors may from time to time determine. The seal of the Company may only be affixed or imprinted to a share certificate with the authority of the Directors, or be executed under the signature of appropriate officials with statutory authority, unless otherwise determined by the Directors. No certificate shall be issued representing shares of more than one class. The Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificates (or certificates in respect of other securities) need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon.

18. Every person whose name is entered as a Member in the Register shall be entitled to hold their shares in Uncertificated form through the Electronic System, as applicable, in compliance with the Listing Rules and other relevant regulations. The Company shall not be required to issue a certificate for any share held in Uncertificated form unless required by law or required by the holder of such share. A statement or confirmation from the relevant Electronic System or electronic Register shall be sufficient evidence of title to Uncertificated shares. Where Shares are held in certificated form, every person whose name is entered, upon an allotment of shares, as a Member in the Register shall be entitled, without payment, to receive one certificate for all such shares of any one class or several certificates each for one or more of such shares of such class upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board from time to time determines. The Company shall comply with all applicable laws and regulations to facilitate the holding, transfer, and registration of its shares in Uncertificated form, including electronic processes for corporate actions, as required by the Uncertificated securities market regime of the HK Stock Exchange.

19. Where ~~S~~share certificates are~~shall be~~ issued, they shall be issued within any~~the relevant~~ time limit ~~as~~ prescribed by the Act, the ASR Code or ~~as~~ the Designated Stock Exchange ~~may from time to time determine~~, whichever is the shorter, if such a time limit is applicable, after allotment or, except in the case of a transfer which the Company is for the time being entitled to refuse to register and does not register, after lodgment of a transfer with the Company.

20. (1) Upon every transfer of shares the certificate held by the transferor (if one has been issued) shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall upon request by the transferee be issued to the transferee in respect of the shares transferred to him upon his request at such fee as is provided in paragraph (2) of this Article. If any of the shares included in the certificate so given up shall be retained by the transferor a new certificate for the balance shall be issued to him at the aforesaid fee payable by the transferor to the Company in respect thereof.

(2) The fee referred to in paragraph (1) above shall be an amount not exceeding any~~the~~ relevant maximum amount as may be prescribed by the ASR Code or the Designated Stock Exchange (as the case may be)~~may from time to time determine~~ provided that the Board may at any time determine a lower amount for such fee.

21. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed a new certificate representing the same shares may be issued to the relevant Member upon request and on payment of such fee as may be prescribed by the ASR Code or the Designated Stock Exchange (as the case may be)~~may determine~~ to be the maximum fee payable or such lesser sum as the Board may determine and, subject to compliance with such terms (if any) as to evidence and indemnity and to payment of

the costs and reasonable out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in case of damage or defacement, on delivery of the old certificate to the Company provided always that where share warrants have been issued, no new share warrant shall be issued to replace one that has been lost unless the Directors are satisfied beyond reasonable doubt that the original has been destroyed.

43. (3) The Register may be maintained in electronic form and may reflect holdings in both certificated and Uncertificated form provided that it must be readily retrievable and capable of being printed or exported. The Company may integrate the Register with any Electronic System.

44. The Register ~~and branch register of Members maintained in Hong Kong, as the case may be,~~ shall be open for inspection for at least two (2) hours during business hours by Members and holders of Prescribed Securities (as defined in the USM Rules) without charge or by any other person, upon a maximum payment of Hong Kong dollars 2.50 or such lesser sum specified by the Board, at the Office or such other place at which the Register is kept in accordance with the Act or, if appropriate, upon a maximum payment of Hong Kong dollars 1.00 or such lesser sum specified by the Board at the Registration Office. The Register including any overseas or local or other branch register of Members may, after notice has been given by advertisement in ~~an appointed newspaper or~~ any ~~other~~ newspapers in accordance with ~~the terms equivalent to section 632 of the Companies Ordinance and~~ the requirements of any Designated Stock Exchange or by any electronic means in such manner as may be accepted by the Designated Stock Exchange to that effect, be closed at such times or for such periods not exceeding in the whole thirty (30) days in each year as the Board may determine ~~in accordance with the Companies Ordinance~~ and either generally or in respect of any class of shares. The period of thirty (30) days may be extended for a further period or periods not exceeding thirty (30) days in respect of any year if approved by the Members by ordinary resolution.

47. Subject to the Act and all applicable laws and regulations, including the Securities and Futures Ordinance and USM Rules, transfers of shares may be effected in Uncertificated form through the Electronic System, including the UNSRT System, the Central Clearing and Settlement System, or any other system approved by the Designated Stock Exchange or the SFC, without the need for a written instrument of transfer in accordance with the rules and procedures of the Electronic System. The Company shall not be responsible for any delay or failure in the Electronic System unless caused by its own default. For certificated shares, ~~T~~the instrument of transfer shall be executed by or on behalf of the transferor and the transferee provided that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its discretion to do so. Without prejudice to the last preceding Article, the Board may also resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept mechanically executed transfers. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. Nothing in

these Articles shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.

49. (a) a fee of such maximum sum as the Designated Stock Exchange or the ASR Code (as the case may be) may determine to be payable or such lesser sum as the Board may from time to time require is paid to the Company in respect thereof;

(b) if applicable, the instrument of transfer is in respect of only one class of share;

(c) for certificated shares, the instrument of transfer is lodged at the Office or such other place at which the Register is kept in accordance with the Act or the Registration Office (as the case may be) accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and

55. (1) Without prejudice to the rights of the Company under paragraph (2) of this Article, the Company may cease sending cheques for dividend entitlements or dividend warrants by post if such cheques or electronic funds transfer or warrants have been left uncashed (in the case of electronic funds transfer, unsuccessful or rejected) on two consecutive occasions. However, the Company may exercise the power to cease sending cheques for dividend entitlements or dividend warrants after the first occasion on which such a cheque or warrant is returned undelivered.

(2) The Company shall have the power to sell, in such manner as the Board thinks fit, any shares of a Member who is untraceable, but no such sale shall be made unless:

(a) all cheques or warrants in respect of dividends of the shares in question, being not less than three in total number, for any sum payable in cash to the holder of such shares in respect of them sent during the relevant period in the manner authorised by the Articles have remained uncashed (in the case of electronic funds transfer, unsuccessful or rejected);

(c) the Company, if so required by the Listing Rules, has given notice of its intention to sell such shares to, and caused advertisement both in daily newspaper and in a newspaper circulating in the area of the last known address of such Member or any person entitled to the share under Article 54 or, subject to the Listing Rules, by electronic communication in the manner in which Notices may be served by the Company by electronic means as provided in these Articles and where applicable, in each case in accordance with the requirements of, the Designated Stock Exchange, and a period of three (3) months or such shorter period as may be allowed by the Designated Stock Exchange has elapsed since the date of such advertisement.

58. The Board may whenever it thinks fit call extraordinary general meetings. Any one or more Member(s) (including a recognised clearing house (or its nominees)) holding at the date of deposit of the requisition not less than one-tenth of the paid up capital of the Company (excluding treasury shares) carrying the right of voting at general meetings of the Company, on a one vote per share basis, shall at all times have the right to make a requisition to convene an extraordinary general meeting for the transaction of any business or resolution specified in such requisition and add resolutions to the agenda of such meeting, and such requisition should be made in writing to the Board or the Secretary of the Company; and such meeting shall be held within two (2) months after the deposit of such requisition. If within twenty-one (21) days of such deposit the Board fails to proceed to convene such meeting the requisitionist(s) himself (themselves) may convene a physical meeting at only one location which will be the Principal Meeting Place, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to the requisitionist(s) by the Company.

59. (3) The Board shall have the power to provide in every Notice calling a general meeting the circumstances in which a postponement or change of the relevant general meeting may occur automatically without further notice including, without limitation, where a tropical cyclone warning signal no. 8 or above, black rainstorm warning, extreme conditions as announced by the Hong Kong Government or other similar event is in force at any time prior to or at the time of the general meeting on the day of the general meeting.

63. (2) If the chairman of a general meeting held in any form is participating in the general meeting using an electronic facility or facilities which is hereby permitted and becomes unable to participate in the general meeting using such electronic facility or facilities, another person (determined in accordance with Article 63(1) above) shall preside as chairman of the meeting unless and until the original chairman of the meeting is able to participate in the general meeting using the electronic facility or facilities.

64E. If, after the sending of Notice of a general meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not Notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the Notice calling the meeting, they may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting, an electronic meeting or a hybrid meeting) without approval from the Members. Without prejudice to the generality of the foregoing, the Directors shall have the power to provide in every Notice calling a general meeting the circumstances in which a postponement of the relevant general meeting may occur automatically without further notice, including without limitation where a tropical cyclone warning

signal no. 8 or above, black rainstorm warning, extreme conditions as announced by the Hong Kong Government or other similar event is in force at any time on the day of the meeting. This Article shall be subject to the following:

66. (1) Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with these Articles, at any general meeting on a poll every Member present in person or by proxy shall have one vote for every fully paid share of which he is the holder but so that no amount paid up or credited as paid up on a share in advance of calls or instalments is treated for the foregoing purposes as paid up on the share. A resolution put to the vote of a meeting shall be decided by way of a poll save that in the case of a physical meeting, the chairman of the meeting may in good faith, allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands in which case every Member present ~~in person~~ or by proxy(ies) shall have one vote provided that where more than one proxy is appointed by a Member which is a clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands. For the purposes of this Article, procedural and administrative matters are those that (i) are not on the agenda of the general meeting or in any supplementary circular that may be issued by the Company to its Members; and (ii) relate to the chairman's duties to maintain the orderly conduct of the meeting and/or allow the business of the meeting to be properly and effectively dealt with, whilst allowing all Members a reasonable opportunity to express their views. Votes (whether on a show of hands or by way of poll) may be cast by such means, electronic or otherwise, as the Directors or the chairman of the meeting may determine.

(2) ~~In the case of a physical meeting w~~Where a show of hands is allowed, before or on the declaration of the result of the show of hands, a poll may be demanded:

79. The instrument appointing a proxy shall be in such form, including electronic or otherwise, as the Board may determine and in the absence of such determination, shall be in writing ~~under the hand of~~, which may include electronic writing, and signed by the appointor or ~~of~~ his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or ~~under the hand of~~signed by an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts.

104. (4) The Company shall not make any loan, directly or indirectly, to a Director or his close associate(s) if and to the extent it would be prohibited by the Companies Ordinance as if the Company were a company incorporated in Hong Kong.

(i) [Intentionally deleted]

(ii) [Intentionally deleted]

(iii) [Intentionally deleted]

Article 104(4) shall only have effect for so long as the shares of the Company are listed on ~~The Stock Exchange of Hong Kong Limited~~the HK Stock Exchange.

142. Any dividend, interest, bonus or other sum payable in cash to the holder of shares may be paid by any electronic means, including direct debit, bank transfer or other automated system of bank transfer, cheque or warrant, and in the case of cheque and warrant, the same be sent through the post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the shares at his address as appearing in the Register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the shares held by such joint holders.

154. The requirement to send to a person referred to in Article 152 the documents referred to in that article or a summary financial report in accordance with Article 153 shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the Listing Rules, the Company publishes copies of the documents referred to in Article 152 and, if applicable, a summary financial report complying with Article 153, on the Company's website or in any other permitted manner (including by sending any form of electronic communication)~~, and that person has agreed or is deemed to have agreed to treat the publication or receipt of suchdocuments in such manner as discharging the Company's obligation to send to him acopy of such documents~~.

161. (1) Any Notice or document (including any "corporate communication" and "actionable corporate communication" within the meaning ascribed thereto under the Listing Rules), whether or not, to be given or issued under these Articles from the Company shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or electronic communication and, subject to compliance with the Listing Rules, any such Notice and document may be given or issued by the following means:

(e) by sending or transmitting it as an electronic communication to the relevant person at such electronic address as he may provide under Article 161(5) without the need for any additional consent or notification~~, subject to the Company complying with the Statutes and any other applicable laws, rules~~

~~and regulations (including the Listing Rules) from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person~~;

(f) by publishing it on the Company's website or to the website of the Designated Stock Exchange without the need for any additional consent or notification; or~~to which the relevant person may have access, subject to the Company complying with the Statutes and any other applicable laws, rules and regulations (including the Listing Rules) from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person and/or for giving notification to any such person stating that the notice, document or publication is available on the Company's website (a "**notice of availability**"); or~~

(2) [Intentionally deleted]~~The notice of availability may be given by any of the means set out above other than by posting it on a website.~~

(4) [Intentionally deleted]~~Every person who, by operation of law, transfer, transmission, or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share, which prior to his name and address (including electronic address) being entered in the Register as the registered holder of such share, shall have been duly given to the person from whom he derives title to such share.~~

(5) Every Member or a person who is entitled to receive notice from the Company under the provisions of the Statutes or these Articles may register with the Company an electronic address to which ~~n~~Notices can be served upon him.

162. Any Notice or other document (including any "corporate communication" and "actionable corporate communication" within the meaning ascribed thereto under the Listing Rules):

(b) if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. A Notice, documents or publication placed on either the Company's website or the website of the Designated Stock Exchange, is deemed given or served by the Company ~~to a Member~~ on the day it first so appears on the relevant website, unless the Listing Rules specify a different date. In such cases, the deemed date of service shall be as provided or required by the Listing Rules~~following that on which a notice of availability is deemed served on the Member~~;

(c) [Intentionally deleted]~~if published on the Company's website, shall be deemed to have been served on the day on which the notice, document or publication first so appears on the Company's website to which the relevant person may have access or the day on which the notice of availability is deemed to have been served or delivered to such person under these Articles, whichever is later;~~

163. (1) Any Notice or other document delivered or sent ~~by post to or left at the registered address of any Member in pursuance~~in any manner permitted of these Articles shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the service or delivery of the Notice or document, have been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such Notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

(2) A Notice may be given by the Company to the person entitled to a share in consequence of the death, mental disorder or bankruptcy of a Member by sending it via electronic means or through the post in a prepaid letter, envelope or wrapper addressed to him by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the electronic or postal address, if any, supplied for the purpose by the person claiming to be so entitled, or (until such ~~an~~electronic or postal address has been so supplied) by giving the ~~a~~Notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.

(3) [Intentionally deleted]~~Any person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every Notice in respect of such share which prior to his name and address being entered on the Register shall have been duly given to the person from whom he derives his title to such share.~~

PAYMENT OF CORPORATE ACTION PROCEEDS AND ELECTRONIC INSTRUCTIONS

163A. To the extent permitted by applicable law and unless otherwise restricted or prohibited by the Listing Rules, the Company shall:

(a) accept instructions from Members and its securities holders (including but not limited to dividend election instructions, payment choice instructions, responses to "corporate communication" and "actionable corporate communication" within the meaning ascribed thereto under the Listing Rules, and instructions regarding any meeting of the securities holders such as meeting attendance indications, proxy appointments, revocations, voting directions, payment choice instructions, responses to "corporate communication" and "actionable corporate communication") transmitted by electronic means, in such manner and subject to reasonable authentication measures as the Board may from time to time determine; and

(b) pay any corporate action proceeds (including proceeds paid by the Company to Members and its securities holders in connection with its corporate actions, such as the distribution of dividends and other entitlements, refunds in respect of applications for, and/or (where applicable) excess applications in connection with, rights issue, open offers, and offers made to a specified group of such holders on a preferential basis; and payments in connection with takeovers and privatisations) by any electronic means, including through any payment system in Hong Kong operated by Hong Kong Interbank Clearing Limited for settling inter-bank payments on a real-time gross settlement basis, or by such other means as the Board considers appropriate.

UNCERTIFICATED SECURITIES AND ELECTRONIC PROCESSES

170. The Company shall comply with all applicable laws and regulations, including the Securities and Futures Ordinance and the USM Rules made under the Securities and Futures Ordinance, to facilitate the holding, transfer, and registration of its shares or other prescribed securities in Uncertificated form through electronic means, including via the Electronic System, including UNSRT System or other systems approved by the SFC and the Designated Stock Exchange. The Company may adopt any technology, system, or method for the issuance, holding, and transfer of shares or securities, whether currently existing or developed in the future, provided such adoption complies with applicable laws and regulations. The Company is authorised to take all reasonably practicable steps to support electronic communication with securities holders, including but not limited to electronic voting, proxy instructions, and distribution of corporate action proceeds, and to maintain compatibility with the Uncertificated securities market regime. Any provisions in these Articles relating to the issuance, holding, or transfer of securities (including shares) or concerning share certificates shall be interpreted to permit compliance with such electronic processes and systems, to the extent permitted by the laws of the Cayman Islands.

The following is a summary of the principal terms of the New Share Option Scheme. It does not form part of, nor is it intended to be part of the New Share Option Scheme and it should not be taken as affecting the interpretation of the New Share Option Scheme.

1. PURPOSE OF THE NEW SHARE OPTION SCHEME

The purpose of the New Share Option Scheme is to provide the Company with a flexible means of incentivising, rewarding, remunerating, compensating, and/or providing benefits to the Participants in the interest of the long-term growth of the Group.

2. CONDITIONS

The New Share Option Scheme shall be subject to the fulfilment of the following conditions and shall take effect upon the last of the following conditions being satisfied:

(a) the passing of an ordinary resolution approving the adoption of the New Share Option Scheme by the Shareholders in general meeting; and

(b) the Listing Committee of the Stock Exchange granting approval for the listing of, and permission to deal in, any Shares to be issued and allotted pursuant to the exercise of Options granted under the New Share Option Scheme.

3. DURATION

The New Share Option Scheme shall be valid and effective for the Scheme Period (being 10 years commencing from the Adoption Date), after which period no further Options will be granted but in all other respects the provisions of the New Share Option Scheme shall remain in full force and effect and Options which are granted during the Scheme Period may continue to be exercisable in accordance with the provisions of the New Share Option Scheme.

4. PARTICIPANTS

The Participants include any director of the Company or any of its subsidiaries or any Employee, including persons who are granted Options under the New Share Option Scheme as an inducement to enter into employment contracts or service contracts with any of such companies.

In determining the eligibility of the Participant, the factors in assessing whether any Participant is eligible include: (i) the performance of such Participants; (ii) their time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard; (iii) their length of engagement with the Group; (iv) their contribution or potential contribution to the development and growth of the Group; (v) alignment of interests with Shareholders; and (vi) retention and motivation potential for granting Options to the relevant Participants.

5. GRANT OF OPTIONS

5.1 On and subject to the terms of the New Share Option Scheme, the Board shall be entitled at any time on a Business Day during the Scheme Period to make an Offer to any Participant as the Board may in its absolute discretion determine.

5.2 Any grant of Option may not be made after inside information (as defined in the Listing Rules) has come to the knowledge of the Board, until (and including) the trading day after the Company has announced such inside information in accordance with the relevant applicable laws and regulations. In particular, no Option may be granted during the period commencing 30 days immediately preceding the earlier of:

(a) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for approving the Company's results for any year, half year, quarterly or any other interim period (whether or not required under the Listing Rules); and

(b) the deadline for the Company to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement, or during any period of delay in publication of a results announcement.

5.3 An Offer shall remain open for acceptance by the Participant to whom an Offer is made for a period of 14 days from the Offer Date provided that no such Offer shall be open for acceptance after expiry of the Scheme Period or after the New Share Option Scheme has been terminated in accordance with the New Share Option Scheme (whichever is the earlier).

5.4 An Offer shall be deemed to have been accepted, and the Option to which the Offer relates shall be deemed to have been granted, on the Offer Date when the duplicate Offer Letter comprising an acceptance of the Offer duly signed by the Grantee with the number of Shares in respect of which the Offer is accepted clearly stated therein, together with the Grantee's agreement to pay on demand by the Company a consideration of HK$1.00 for the grant thereof, is received by the Company within 14 days from the Offer Date. Such payment, if so demanded by the Company, shall be made by the Grantee within 7 days of the date of the demand and, shall in no circumstances be refundable.

5.5 Save as otherwise determined by the Board at its sole discretion and provided in the Offer Letter as part of the terms and conditions of any Option offered therein, there are no performance targets which must be achieved by the Grantee, nor is there a clawback mechanism established by the Company to recover or withhold any Options granted to the Participants in any circumstances.

5.6 Subject to the provisions of the New Share Option Scheme, the Board may at its discretion when making the Offer impose any conditions, restrictions or limitations in relation thereto additional to those expressly set forth in the New Share Option Scheme as it may think fit (which shall be stated in the Offer Letter), including any performance target(s) the Board thinks appropriate that must be achieved by the Grantee and any minimum period for which an Option must be held, before any Options can be exercised.

5.7 Notwithstanding any provisions of the New Share Option Scheme, the vesting period of an Option shall not be less than 12 months. The Board may impose a clawback mechanism on a case-by-case basis to recover Options granted to a Grantee (to the extent not exercised) and set out the clawback mechanism in the Offer Letter, which covers the following conditions:

(a) the Grantee commits serious misconduct or a breach of policy, code or any other agreement with the Group that is deemed material;

(b) the Grantee engages in any act or omission in the performance of his/her duties that has caused or will cause a material adverse effect on the reputation or interests of the Group; and/or

(c) the Grantee ceases to be an Employee for cause (including but not limited to misconduct or fraud).

If the Board exercises its discretion concerning any matters related to this paragraph, it may provide (but is not obliged to) the relevant Grantee with written notice, and the Board's interpretation and determination shall be final, conclusive, and binding. The Options recovered will be cancelled, and such cancelled Options will be regarded as utilised for calculating the Scheme Mandate Limit.

6. EXERCISE PRICE

Subject to any adjustments made pursuant to the New Share Option Scheme, the Exercise Price shall be a price solely determined by the Board and shall not be less than the highest of:

(a) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the date of grant of the Option which must be a Business Day;

(b) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the 5 Business Days immediately preceding the date of grant of the Option; and

(c) the nominal value of a Share on the date of grant of the Option.

7. EXERCISE OF OPTIONS

7.1 An Option shall be personal to the Grantee and shall not be assignable nor transferable and no Grantee shall in any way sell, transfer, assign, charge, mortgage, encumber or create any interest (whether legal or beneficial) in favour of any third party over or in relation to any Option or enter into any agreement to do so, provided that the Board may at its absolute discretion allow a Grantee to transfer or assign an Option to a vehicle (such as a trust or a private company) for the benefit of the Grantee and/or any of the family members of such Grantee for estate planning or tax planning purposes (the "**Permitted Transferee**") if:

(a) the Grantee provides all such information in relation to the proposed transferee or assignee as the Board may request for the purpose of establishing to the Board's satisfaction that the proposed transferee or assignee is a Permitted Transferee;

(b) each of the Grantee and the proposed transferee or assignee undertakes and warrants that the proposed transferee or assignee (i) will not in any way sell, transfer, assign, charge, mortgage, encumber or create any interest over or in relation to any Option so transferred or assigned to it in favour of any third party (unless such third party is also a Permitted Transferee and all the conditions in this paragraph which shall apply mutatis mutandis to such further transfer or assignment are satisfied); and (ii) will at all times be a Permitted Transferee; and

(c) a waiver is granted by the Stock Exchange to permit such a transfer or assignment.

Any breach of the foregoing by the Grantee shall entitle the Company to immediately cancel any Option granted to such Grantee (to the extent not already exercised) without the consent of the relevant Grantee.

7.2 An Option may be exercised by the Grantee (or his or her legal personal representative(s)) giving notice to the Company or its designated agent stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the Exercise Price for the Shares in respect of which the notice is given. Within 28 days after receipt of the notice and the remittance and, where appropriate, receipt of the written confirmation from the independent financial adviser or the auditors of the Company pursuant to terms of the New Share Option Scheme, the Company shall, at its discretion, allot and issue such number of Shares to the Grantee (or his or her legal personal representative(s)) credited as fully paid and/or transfer such number of the treasury shares to the Grantee (or his or her legal personal representative(s)) for the satisfaction of the exercise of the Options. Any stamp duty payable for the transfer of the treasury shares shall be borne solely by the Company.

7.3 Subject to as hereinafter provided and such other terms and conditions upon which such Option is granted, the Option may be exercised in whole or in part at any time during the Option Period (being a period to be determined by the Board in its absolute discretion as being the period during which an Option may be exercised, such period to expire not later than 10 years from the date of grant of the Option) provided that:

(a) in the event of the Grantee ceasing to be a Participant for any reason other than (i) his or her death or (ii) retirement or (iii) the termination of his or her employment, directorship, office or appointment on one or more of the grounds specified in paragraph 8(d), the Grantee may exercise the Option up to his or her entitlement at the date of cessation (to the extent vested and exercisable and not already exercised) within the period of 12 months, or such other period as the Board may determine, following the date of such cessation, which date shall be the last actual working day with the relevant company within the Group whether salary is paid in lieu of notice or not, or the last date of office or appointment as director of the relevant company within the Group, as the case may be, in the event of which, the date of cessation as determined by a resolution of the board of directors or governing body of the relevant company within the Group shall be conclusive (provided that the transfer of employment, directorship, office or appointment of a Participant from the relevant company within the Group to another member of the Group, or the retirement of any director by rotation pursuant to the constitutional documents of the relevant company within the Group at its general meeting, who is re-elected at such general meeting, shall not be regarded as ceasing to be a Participant arising from termination of his or her employment, directorship, office or appointment);

(b) in the event of the Grantee ceasing to be a Participant for retirement at the age of 65 (or such other age as the Board may approve) and none of the events which would otherwise be a ground for termination of his or her employment, directorship, office or appointment under paragraph 8(d) arises, the Grantee may exercise the Option up to his or her entitlement at the date of cessation (to the extent vested and exercisable and not already exercised) within the period of 24 months, or such other period as the Board may determine, following the date of such cessation, which date shall be the last actual working day with the relevant company within the Group whether salary is paid in lieu of notice or not, or the last date of office or appointment as director of the relevant company within the Group, as the case may be, in the event of which, the date of cessation as determined by a resolution of the board of directors or governing body of the relevant company within the Group shall be conclusive (provided that the retirement of any director by rotation pursuant to the constitutional documents of the relevant company within the Group at its general meeting, who is re-elected at such general

meeting, shall not be regarded as ceasing to be a Participant arising from termination of his or her employment, directorship, office or appointment for the purpose of this paragraph);

(c) in the event of the Grantee ceasing to be a Participant by reason of death or disability and none of the events which would otherwise be a ground for termination of his or her employment, directorship, office or appointment under paragraph 8(d) arises, the legal personal representative(s) of the Grantee or the Grantee, as the case may be, shall be entitled within a period of 12 months following the date of death or disability of the Grantee, or such other period as the Board may determine, to exercise the Option up to the entitlement of such Grantee at the date of death or disability (to the extent vested and exercisable and not already exercised);

(d) where the Grantee is a Participant of a member of the Group (including the Company and its subsidiaries) at the time of the grant of the relevant Option, in the event that such Grantee shall cease to be a Participant of such company but immediately following such cessation becomes, or continues to be, a Participant of another member of the Group, then the Option (to the extent exercisable and not exercised) shall remain exercisable until its expiry in accordance with the provisions of the New Share Option Scheme and the terms and conditions upon which such Option is granted unless the Board shall determine to the contrary;

(e) in the event of a general offer (whether by way of takeover offer or scheme of arrangement or otherwise in like manner) being made to all the holders of Shares (or all such holders other than the offeror and/or any person acting in concert with the offeror) and such offer becomes or is declared unconditional (in the case of a takeover offer) or is approved by the requisite resolutions of Shareholders in general meeting (in the case of a scheme of arrangement), the Company shall forthwith give notice thereof to all Grantees, and thereupon the Grantees may exercise the Options (to the extent exercisable and not already exercised as at the date on which the offer becomes or is declared unconditional (in the case of a takeover offer) or is approved by the requisite resolutions of shareholders of the Company in general meeting (in the case of a scheme of arrangement)) either in full or in part at any time up to the close of such offer (or any revised offer) unless the Board shall determine to the contrary (in the case of a takeover offer) or within such period as shall be notified by the Company to the Grantees (in the case of a scheme of arrangement);

(f) if a compromise or arrangement (including any process having similar effect) between the Company and its shareholders or creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Company shall give notice thereof to all Grantees on the same date as it

despatches the notice which is sent to each shareholder or creditor of the Company summoning a meeting to consider such a compromise or arrangement, and thereupon each Grantee (or his or her legal personal representative(s)) may forthwith and until the expiry of the period commencing with such date and ending with the earlier of 2 months thereafter and the date on which such compromise or arrangement is sanctioned by the court, exercise any of his or her Options whether in full or in part (to the extent vested and exercisable and not already exercised), but the exercise of an Option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court and becoming effective. Upon such compromise or arrangement becoming effective, all Options shall lapse except insofar as previously exercised under the New Share Option Scheme. The Company may require the Grantee (or his or her legal personal representative(s)) to transfer or otherwise deal with the Shares issued as a result of the exercise of Options in these circumstances so as to place the Grantee in the same position as nearly as would have been the case had such Shares been subject to such compromise or arrangement; and

(g) in the event a notice is given by the Company to its shareholders to convene a shareholders' meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, other than for the purposes of a reconstruction, amalgamation or scheme of arrangement, the Company shall on the same date as or soon after it despatches such notice to convene the shareholders' meeting, give notice thereof to all Grantees. Each Grantee (or the Grantee's legal personal representative(s)) may by notice in writing to the Company (such notice to be received by the Company not later than 2 Business Days prior to the proposed date of the general meeting) exercise all or any of his or her Options (to the extent which has become exercisable and not already exercised), such notice to be accompanied by a payment for the full amount of the aggregate Exercise Price for the Shares in respect of which the notice is given, whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid.

7.4 The Shares to be allotted or the treasury shares to be transferred to the Grantee upon the exercise of an Option will be subject to all the provisions of the constitutional documents of the Company for the time being in force and will rank *pari passu* in all respects with the fully paid Shares in issue on the date of allotment or transfer or, if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members and accordingly shall have the same voting, dividend, transfer and other rights, including those arising on a liquidation of the Company as attached to the fully paid Shares in issue as at the date of allotment or transfer and will entitle the holders to participate in all dividends or other distributions paid or made on or

after the date of allotment or transfer or, if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members, other than any dividend or other distribution previously declared or recommended or resolved to be paid or made with respect to a record date which shall be before the date of allotment or transfer, or if later, before the date of registration of the allotment or transfer in the register of members of the Company. No voting rights shall be exercisable and no dividends shall be payable in relation to any Options that have not been exercised. Shares to be allotted or the treasury shares to be transferred to the Grantee upon the exercise of the Options shall not carry voting rights until completion of the registration of the Grantee (or any other person) as the holder thereof.

8. LAPSE OF OPTIONS

An Option shall lapse automatically (to the extent not already exercised) on the earliest of:

(a) the expiry of the relevant Option Period;

(b) the expiry of the periods referred to in paragraphs 7.3(a), (b), (c), (d) or (e);

(c) subject to the compromise or arrangement becoming effective, the expiry of the period referred to in paragraph 7.3(f);

(d) except as otherwise determined by the Board, the date on which the Grantee ceases to be a Participant by reason of the termination of his or her employment, directorship, office or appointment on the grounds that he or she has been guilty of misconduct, or has committed any act of bankruptcy, or has become insolvent, or has made any arrangements or composition with his or her creditors generally, or has been convicted of any criminal offence involving his or her integrity or honesty or on any other ground on which a member within the Group (including the Company and its subsidiaries) would be entitled to terminate the Grantee's employment, directorship or office or appointment at common law or pursuant to such laws applicable or under the Grantee's service contract with such company. A resolution of the board of directors or governing body of such company to the effect that the employment or directorship or office or appointment of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph 8(d) shall be conclusive;

(e) subject to paragraph 7.3(g), the date of the commencement of the winding up of the Company;

(f) the date on which the Grantee commits a breach of paragraph 7.1; or

(g) the date on which the Option is cancelled by the Board as provided in paragraph 13.

9. SCHEME MANDATE LIMIT

9.1 Subject to paragraph 9.2, the total number of Shares which may be issued (including any treasury shares which may be transferred, as applicable) upon exercise of all options and awards (if any) to be granted under the New Share Option Scheme and any Other Schemes shall not in aggregate exceed 10% of the total number of Shares in issue as at the Adoption Date (excluding treasury shares, if any), provided that if the Company conducts a share consolidation or subdivision after the Scheme Mandate Limit has been approved in general meeting, the maximum number of Shares that may be issued in respect of all options and awards to be granted under the New Share Option Scheme and Other Schemes under the Scheme Mandate Limit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share. Options lapsed in accordance with the terms of the New Share Option Scheme will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

9.2 Subject to paragraph 9.3, the Company may obtain a fresh approval from its shareholders in general meeting for renewing the Scheme Mandate Limit (the "**Renewal Mandate**") from time to time, provided that:

(a) if the Renewal Mandate is sought within three years from the Adoption Date or the date on which the last Renewal Mandate was granted (as the case may be), any controlling shareholders of the Company and their associates (or if there is no controlling shareholder, directors (excluding independent non-executive directors) and the chief executive of the Company and their respective associates) shall abstain from voting in favour of the relevant resolution at the general meeting; and the Company shall comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules, unless the Renewal Mandate is sought immediately after an issue of securities by the Company to its shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the relevant class of shares in issue) upon renewal is the same as the unused part of the Scheme Mandate Limit immediately before the issue of securities, rounded to the nearest whole Share;

(b) the total number of Shares which may be issued (including any treasury shares which may be transferred, as applicable) in respect of all options and awards to be granted under the New Share Option Scheme and Other Schemes after renewal of the Scheme Mandate Limit shall not exceed 10% of the Shares in issue (excluding treasury shares, if any) as at the date on which the Renewal Mandate is obtained;

(c) if the Company conducts a share consolidation or subdivision after the Renewal Mandate is obtained, the maximum number of Shares that may be issued in respect of all options and awards to be granted under the New Share Option Scheme and Other Schemes under the renewed Scheme Mandate Limit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share; and

(d) the Company shall send a circular to its shareholders containing the number of Options that were already granted under the then existing Scheme Mandate Limit and the reason for the renewal.

9.3 The Company may seek separate approval by its shareholders in general meeting for granting Options beyond the Scheme Mandate Limit (or the renewed Scheme Mandate Limit) provided that:

(a) the Options in excess of the Scheme Mandate Limit (or the renewed Scheme Mandate Limit) shall be granted only to the Participants specifically identified by the Company before such shareholders' approval is sought;

(b) the Company shall issue a circular to its shareholders containing the name of each specified Participant who may be granted such Options, the number and terms of the Options to be granted to each such specified Participant, and the purpose of granting Options to each such specified Participants with an explanation as to how the terms of the Options serve such purpose;

(c) the number and terms of Options to be granted to each such specified Participant shall be fixed before such shareholders' approval; and

(d) for the purpose of calculating the minimum Exercise Price under paragraph 6 in respect of any Options to be so granted to each such specified Participant, the date of the Board meeting for proposing such grant shall be taken as the date of the Offer of such Options.

10. MAXIMUM ENTITLEMENT OF SHARES OF EACH PARTICIPANT

10.1 Where any grant of Option to a Participant would result in the Shares issued and to be issued in respect of all options and awards granted under the New Share Option Scheme and Other Schemes to such Participant (excluding any options and awards lapsed in accordance with the terms of the New Share Option Scheme and Other Schemes) in the 12-month period up to and including the date of such grant representing in aggregate over 1% of the Shares (excluding treasury shares, if any) in issue as at the date of such grant, such grant shall be subject to the following requirements:

(a) approval of the shareholders of the Company in general meeting with such Participant and his or her close associates (or associates if such Participant is a connected person of the Company) abstaining from voting;

(b) the Company shall send a circular to its shareholders disclosing the identity of such Participant, the number and terms of the further Options to be granted (and those previously granted to such Participant in the 12-month period), the purpose of granting further Options to such Participant and an explanation as to how the terms of the further Options serve such purpose;

(c) the number and terms of the further Options to be granted to such Participant shall be fixed before the shareholders' approval mentioned in (a) above; and

(d) for the purpose of calculating the minimum Exercise Price in respect of the further Options to be so granted to such Participant in accordance with Rule 17.03E of the Listing Rules, the date of the Board meeting for proposing such grant of further Options shall be taken as the date of the Offer of such Options.

10.2 Without prejudice to paragraph 5:

(a) any grant of Options to a director, chief executive or substantial shareholder of the Company, or any of their respective associates shall be approved by the independent non-executive directors (excluding any independent non-executive director who is the proposed Grantee of such Options); and

(b) where any grant of Options to an independent non-executive director or a substantial shareholder of the Company or any of their respective associates would result in the Shares issued and to be issued in respect of all options and awards granted under the New Share Option Scheme or Other Schemes (excluding any Options lapsed in accordance with the terms of the New Share Option Scheme) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the Shares in issue (excluding treasury shares, if any), such further grant of Options shall be approved by the shareholders of the Company in general meeting. The Company shall send a circular to its shareholders containing such information as required under the applicable laws and Rule 17.04(5) of the Listing Rules. The relevant Grantee, his or her associates and all core connected persons of the Company shall abstain from voting in favour at such general meeting. The Company shall comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules.

11. REORGANISATION OF CAPITAL STRUCTURE

11.1 In the event of capitalisation issue, rights issue, consolidation, subdivision, or reduction of the share capital of the Company whilst any Option remains exercisable, excluding any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in respect of a transaction to which the Company is a party, such corresponding alterations (if any) shall be made to:

(a) the number of Shares subject to the Option so far as unexercised; and/or

(b) the Exercise Price.

11.2 Any adjustments required under paragraph 11.1 shall be made in accordance with the following requirements:

(a) the adjustments shall give a Grantee the same proportion of the equity capital, rounded to the nearest whole Share, as that to which that Grantee was previously entitled, but no such adjustments may be made to the extent that Shares would be issued at less than their nominal value; and

(b) the adjustments shall be made in accordance with the Listing Rules and any other requirements or guidance by the Stock Exchange from time to time, if applicable.

11.3 In respect of any adjustments required under paragraph 11.1 (other than any made on a capitalisation issue), the auditors or an independent financial adviser appointed by the Company shall certify the Directors in writing that the adjustments satisfy the requirements set out in paragraph 11.2.

12. ALTERATION OF THE NEW SHARE OPTION SCHEME

12.1 Any change to the terms of the Options granted to a Grantee (except where the changes take effect automatically under the existing terms of the New Share Option Scheme) shall be approved by the Board, the remuneration committee, the independent non-executive directors and/or the shareholders of the Company (as the case may be) if the initial grant of the Options was approved by the Board, the remuneration committee, the independent non-executive directors and/or the shareholders of the Company (as the case may be).

12.2 The New Share Option Scheme may be altered in any respect by resolution of the Board save for the following alterations which may be effected only with the prior approval of the shareholders of the Company in general meeting:

(a) any alterations to the terms and conditions of the New Share Option Scheme which are of a material nature;

(b) any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of the Grantees; and

(c) any change to the authority of the Board to alter the terms of the New Share Option Scheme,

provided always that the amended terms of the New Share Option Scheme shall continue to comply with the relevant provisions of the Listing Rules and any other applicable laws.

12.3 Any change to the authority of the directors of the Company or scheme administrators of the New Share Option Scheme in relation to any alteration to the terms of the New Share Option Scheme must be approved by the Shareholders in general meeting.

13. CANCELLATION OF THE OPTIONS

Without prejudice to paragraph 7.1, the Board may, with the consent of the relevant Grantee, at any time at its absolute discretion cancel any Option granted but not exercised. Where an Option granted to a Grantee is cancelled and a new grant is made to the same Grantee under the New Share Option Scheme, such new grant may only be made under the Scheme Mandate Limit (or the renewed Scheme Mandate Limit) available at the time of such new grant. The Options cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit (or the renewed Scheme Mandate Limit).

14. TERMINATION OF THE NEW SHARE OPTION SCHEME

The Company by resolution in general meeting or the Board may at any time terminate the operation of the New Share Option Scheme and in such event no further Options will be offered but in all other respects the provisions of the New Share Option Scheme shall remain in full force and effect.

WIN HANVERKY HOLDINGS LIMITED
永嘉集團控股有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 3322)

NOTICE OF ANNUAL GENERAL MEETING TO BE HELD ON THURSDAY, 18 JUNE 2026

NOTICE IS HEREBY GIVEN that the Annual General Meeting (the "**Meeting**") of Win Hanverky Holdings Limited (the "**Company**") will be held at 6/F, Phase 6, Hong Kong Spinners Industrial Building, 481–483 Castle Peak Road, Kowloon, Hong Kong on Thursday, 18 June 2026 at 10:30 a.m. for the purpose of transacting the following businesses:

1. To receive and approve the audited consolidated financial statements of the Company and its subsidiaries and the reports of the directors of the Company (the "**Director(s)**") and the auditor of the Company (the "**Auditor**") for the year ended 31 December 2025.

2A. (i) To re-elect Mr. LI Kwok Tung Roy as a Director;

(ii) To re-elect Mr. WONG Chi Keung as a Director;

(iii) To re-elect Mr. LI Chun Ho Fredrick as a Director; and

(iv) To re-elect Ms. CHAU Pui Lin as a Director.

2B. To authorise the Board of Directors (the "**Board**") to fix the Directors' remuneration.

3. To re-appoint Messrs. PricewaterhouseCoopers as the Auditor for the year ending 31 December 2026 and to authorise the Board to fix its remuneration.

4. As special business, to consider and, if thought fit, pass with or without amendments the following resolutions as Ordinary Resolutions:

ORDINARY RESOLUTIONS

A. "**THAT**:

(a) subject to paragraph (c) below, the exercise by the Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to allot, issue and deal with additional shares in the capital of the Company (including by way of sale or transfer of any treasury shares out of treasury) ("**Shares**") and to make or grant offers, agreements, options and rights of exchange or conversion, which might require the exercise of such powers be and is hereby generally and unconditionally approved;

(b) the approval in paragraph (a) above shall be in addition to any other authorisation given to the Directors and shall authorise the Directors during the Relevant Period to make or grant offers, agreements, options and rights of exchange or conversion which might require the exercise of such powers after the end of the Relevant Period;

(c) the aggregate number of Shares allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) by the Directors pursuant to the approval in paragraph (a) above, otherwise than pursuant to (i) a Rights Issue (as hereinafter defined); (ii) exercise of any options under any share option scheme or similar arrangement adopted by the Company for the grant or issue of Shares or rights to acquire Shares; (iii) the exercise of the subscription rights or conversion rights under the terms of any warrants issued by the Company or any securities which are convertible into Shares; and (iv) any scrip, dividend or similar arrangement providing for the allotment of Shares in lieu of the whole or part of a dividend on Shares in accordance with the articles of association of the Company, shall not exceed 20 per cent of the aggregate number of Shares in issue (excluding treasury shares, if any) at the date of passing this resolution, and the said approval shall be limited accordingly; and

(d) for the purposes of this resolution:

"Relevant Period" means the period from the passing of this resolution until whichever is the earliest of:

(i) the conclusion of the next annual general meeting of the Company;

(ii) the expiration of the period within which the next annual general meeting of the Company is required by any applicable law or the articles of association of the Company to be held; and

(iii) the passing of an ordinary resolution of the Company in general meeting revoking or varying the authority set out in this resolution.

"Rights Issue" means an offer of Shares open for a period fixed by the Directors to holders of Shares whose names appear on the register of members of the Company on a fixed record date in proportion to their then holdings of such Shares (subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory applicable to the Company)."

B. "**THAT**:

(a) subject to paragraph (b) below, the exercise by the Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to repurchase its Shares on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") or on any other stock exchange on which the Shares may be listed and which is recognised by the Securities and Futures Commission and the Stock Exchange for this purpose, subject to and in accordance with all applicable laws and/or the requirements of the Stock Exchange or of any other stock exchange as amended from time to time, be and is hereby generally and unconditionally approved;

(b) the aggregate number of Shares to be repurchased by the Company pursuant to the approval in paragraph (a) above during the Relevant Period shall not exceed 10 per cent of the aggregate number of Shares in issue (excluding treasury shares, if any) at the date of passing this resolution and the said approval shall be limited accordingly; and

(c) for the purposes of this resolution:

"Relevant Period" means the period from the passing of this resolution until whichever is the earliest of:

(i) the conclusion of the next annual general meeting of the Company;

(ii) the expiration of the period within which the next annual general meeting of the Company is required by any applicable law or the articles of association of the Company to be held; and

(iii) the passing of an ordinary resolution of the Company in general meeting revoking or varying the authority set out in this resolution."

C. "**THAT** conditional on the passing of the resolutions set out in paragraphs 4A and 4B of the notice convening this Meeting, the general mandate granted to the Directors and for the time being in force to exercise the powers of the Company to allot, issue and deal with additional Shares pursuant to the resolution set out in paragraph 4A of the notice convening this Meeting be and is hereby extended by the addition to the aggregate number of Shares which may be allotted or agreed conditionally or unconditionally to be allotted by the Directors pursuant to such general mandate of a number representing the aggregate number of Shares repurchased by the Company under the authority granted pursuant to the resolution set out in paragraph 4B of the notice convening this Meeting, provided that such extended amount shall not exceed 10 per cent of the aggregate number of Shares in issue (excluding treasury shares, if any) as at the date of passing this resolution."

D. "**THAT**

(a) the new share option scheme of the Company (the "**New Share Option Scheme**") (a copy of which has been produced to this meeting and marked "A" and for the purpose of identification, initialled by the chairman of the Annual General Meeting) be and is hereby approved and adopted;

(b) the total number of Shares to be allotted and issued (including any treasury shares which may be transferred, as applicable) pursuant to (a) above, together with any issue of Shares upon the exercise of any options and awards granted under any other share schemes of the Company as may from time to time be adopted by the Company, shall not exceed such number of Shares as equals to 10% of the Shares in issue as at the date of passing this Resolution (excluding treasury shares, if any); and

(c) the Directors be and are hereby authorised to do all such acts and to enter into all such arrangements as may be necessary or expedient in order to give full effect to the New Share Option Scheme including without limitation: (i) administering the New Share Option Scheme under which options will be granted to participants eligible under the New Share Option Scheme to subscribe for Shares; (ii) modifying and/or amending the New Share Option Scheme from time to time, provided that such modification and/or amendment is effected in accordance with the provisions of the New Share Option Scheme relating to such modification and/or amendment; (iii) granting options to subscribe for Shares under the New Share Option Scheme and allotting and issuing (including any treasury shares which may be transferred, as applicable) from time to time such number of Shares as may be required to be issued and/or such number of treasury shares to be transferred pursuant to the exercise of the options under the New Share Option Scheme and subject to the Listing Rules; (iv) making application at the appropriate time or

times to the Listing Committee of the Stock Exchange and any other stock exchanges upon which the issued Shares may, for the time being, be listed, for listing of, and permission to deal in, any Shares which may hereafter from time to time be allotted and issued pursuant to the exercise of the options under the New Share Option Scheme; and (v) consenting, if it so deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the New Share Option Scheme."

5. As special business, to consider and, if thought fit, pass with or without amendments the following resolution as a Special Resolution:

SPECIAL RESOLUTION

"**THAT**:

(a) the proposed amendments to the existing amended and restated articles of association of the Company set out in Appendix III to the circular of the Company dated 30 April 2026 be and are hereby approved and adopted;

(b) the amended and restated articles of association (a copy of which having been produced before the meeting and marked "B" and signed by the chairman of the meeting for the purpose of identification) be and are hereby approved and adopted as the articles of association of the Company (the "**Amended and Restated Articles of Association**") in substitution for, and to the exclusion of, the existing amended and restated articles of association in their entirety with immediate effect after the close of the Meeting; and

(c) any Directors or the company secretary be and is hereby authorised to do all things necessary to implement the adoption of the Amended and Restated Articles of Association."

By Order of the Board
WIN HANVERKY HOLDINGS LIMITED
LAM Choi Ha
Company Secretary

Hong Kong, 30 April 2026

Notes:

1. Where there are joint registered holders of any Share, any one of such persons may vote at the Meeting, either personally or by proxy, in respect of such Share as if he was solely entitled thereto, but if more than one of such joint holders is present at the Meeting personally or by proxy, that one of the said persons so present whose name stands first on the register of members of the Company shall, in respect of such Share, be entitled alone to vote in respect thereof.

2. A form of proxy for use at the Meeting is enclosed with the circular to the members of the Company.

3. A member entitled to attend and vote at the Meeting convened by the above notice is entitled to appoint more than one proxy to attend and to vote in his stead. A proxy needs not be a member of the Company. In order to be valid, the form of proxy, together with the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power of attorney or authority must be deposited at the Hong Kong share registrar and transfer office of the Company, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not less than 48 hours before the time appointed for holding the Meeting or any adjourned meeting thereof.

4. Completion and return of the form of proxy will not preclude a member from attending the Meeting or any adjourned meeting thereof and voting in person. If such member attends the Meeting or any adjourned meeting thereof, however, his form of proxy will be deemed to have been revoked.

5. The register of members of the Company will be closed from Friday, 12 June 2026 to Thursday, 18 June 2026 (both dates inclusive), during which period no transfer of Shares will be registered. The record date for determining the eligibility of the Shareholders to attend and vote at the Meeting will be Thursday, 18 June 2026. In order to qualify for attendance and voting at the Meeting, all properly completed transfer forms accompanied by the relevant share certificates must be lodged with the Hong Kong share registrar and transfer office of the Company, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not later than 4:30 p.m. on Thursday, 11 June 2026.

6. In accordance with the relevant requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Chairman of the Board has indicated that he would direct that each of the resolutions set out in the notice of the Meeting be voted on by poll.

7. According to the announcement of the Company dated 16 June 2023, one of the options for the members of the Company to receive corporate communications is to read corporate communications on the websites of the Stock Exchange and the Company without receiving hard copy. As such, the circular and the annual report may not be "sent" to these members of the Company who have made such election.

As at the date hereof, the executive Directors of the Company are: Mr. LI Kwok Tung Roy, Mr. LAI Ching Ping, Mr. LI Chun Ho Fredrick and Mr. WONG Chi Keung and the independent non-executive Directors of the Company are: Mr. KWAN Kai Cheong, Ms. CHAN Kit Fun Fanny and Ms. CHAU Pui Lin.