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Dmall Inc.

多点数智有限公司

(Incorporated in the British Virgin Islands with limited liability)

(Stock Code: 2586)

**MAJOR TRANSACTION
ACQUISITION OF EQUITY INTEREST IN
CLOOPEN GROUP HOLDING LIMITED**

THE TRANSACTION

The Board is pleased to announce that on May 12, 2026, EST (before trading hours of the OTC market in the United States; equivalent to May 12, 2026, Hong Kong time, after trading hours of the Stock Exchange), the Purchaser, a wholly-owned subsidiary of the Company, entered into the Agreements with the relevant parties in relation to the Proposed Privatization of Cloopen, the ADSs of which are quoted on the OTC market in the United States.

Pursuant to the Agreements, the Purchaser conditionally agreed to participate in the Proposed Privatization as an Equity Investor (the “**Transaction**”), committing an aggregate cash purchase price (the “**Commitment**”) of US\$36.0 million to purchase equity interests of Parentco. The final Commitment to be utilized, and therefore the corresponding equity interests in Parentco the Purchaser will acquire, is subject to potential adjustments (downward or upward) in accordance with the Dmall Equity Commitment Letter and the Interim Investors Agreement.

Each of the Agreements, and the overall Proposed Privatization, is subject to a number of conditions. Assuming all of the conditions are satisfied or waived according to the terms of the relevant agreement, and based on the currently expected utilization of the Commitment of approximately US\$35,472,729, following the Merger Completion and the Merger taking effect, the Purchaser will hold approximately 49.79% of the equity interest in Parentco, which will in turn hold approximately 68.73% of the equity interest in Cloopen; that is, the Purchaser will hold an effective economic interest of approximately 34.22% in Cloopen.

Any upward adjustment of the Commitment is subject to the consent of the Purchaser. In the event an upward adjustment is effected, the Purchaser will not consent to any adjusted Commitment exceeding US\$40.5 million; even if the Commitment is adjusted to such maximum amount, the Purchaser's equity interest in Parentco will not exceed 50% (as the other Investors' commitments will also increase). As such, none of Parentco, Holdco and Cloopen will become a subsidiary of the Company and their financial results will not be consolidated into the accounts of the Group.

IMPLICATIONS OF THE LISTING RULES

Based on the maximum possible Commitment of US\$40.5 million, one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Transaction is more than 25% and less than 100%, the Transaction therefore constitutes a major transaction of the Company under Rule 14.06 of the Listing Rules and is subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Pursuant to the Listing Rules, Shareholders' approval is required for a major transaction. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder has a material interest in the Transaction, therefore no Shareholder would be required to abstain from voting if the Company was to convene a general meeting for approving the Transaction. The Company will not be required to convene a general meeting for approving the Transaction for being a major transaction because the Company has obtained the written shareholder's approval from Celestial Limited, Odor Nice Limited and Retail Enterprise Corporation limited in lieu of convening a general meeting as permitted by Rule 14.44 of the Listing Rules. As at the date of this announcement, Celestial Limited, Odor Nice Limited and Retail Enterprise Corporation Limited each holds 423,470,475, 68,880,650 and 10,101,010 Shares, representing approximately 47.10%, 7.66% and 1.12% of the issued share capital (excluding treasury shares) of the Company, respectively; together, they hold 502,452,135 Shares, representing approximately 55.88% of the issued share capital (excluding treasury shares) of the Company. Celestial Limited, Odor Nice Limited and Retail Enterprise Corporation Limited are all controlled by Dr. Zhang Wenzhong, controlling shareholder of the Company.

Pursuant to Rule 14.41(a) of the Listing Rules, a circular containing, among other things, (i) further details relating to the Agreements and the Transaction; (ii) the financial information of the Group and the Cloopen Group; (iii) the unaudited pro forma financial information of the Group following the Merger becoming effective; and (iv) other information as required under the Listing Rules shall be dispatched to the Shareholders within 15 business days after the publication of this announcement, i.e. on or before June 3, 2026. As additional time is likely to be required for the Company to prepare and finalise certain information for inclusion in the circular, the Company expects to apply to the Stock Exchange for an extension of the time to dispatch the circular pursuant to Rule 14.41(a) of the Listing Rules.

Shareholders and potential investors should note that (i) the Transaction and the Merger are subject to fulfilment (or waiver) of certain conditions precedent and may or may not proceed, and (ii) the Merger is subject to the approval from the shareholders of Cloopen which may or may not be obtained. Shareholders and potential investors should exercise caution when dealing in the relevant securities of the Company.

THE TRANSACTION

The Board is pleased to announce that on May 12, 2026, EST (before trading hours of the OTC market in the United States; equivalent to May 12, 2026, 2026, Hong Kong time, after trading hours of the Stock Exchange), the Purchaser, a wholly-owned subsidiary of the Company, entered into the Agreements with the relevant parties in relation to the Proposed Privatization of Cloopen, the ADSs of which are quoted on the OTC market in the United States.

Pursuant to the Agreements, the Purchaser conditionally agreed to participate in the Proposed Privatization as an Equity Investor (i.e. the Transaction), committing an aggregate cash purchase price (i.e. the Commitment) of US\$36.0 million to purchase equity interests of Parentco. The final Commitment to be utilized, and therefore the corresponding equity interests in Parentco the Purchaser will acquire, is subject to potential adjustments (downward or upward) in accordance with the Dmall Equity Commitment Letter and the Interim Investors Agreement.

Each of the Agreements, and the overall Proposed Privatization, is subject to a number of conditions. Assuming all of the conditions are satisfied or waived according to the terms of the relevant agreement, and based on the currently expected utilization of the Commitment of approximately US\$35,472,729, following the Merger Completion and the Merger taking effect, the Purchaser will hold approximately 49.79% of the equity interest in Parentco, which will in turn hold approximately 68.73% of the equity interest in Cloopen; that is, the Purchaser will hold an effective economic interest of approximately 34.22% in Cloopen.

Any upward adjustment of the Commitment is subject to the consent of the Purchaser. In the event an upward adjustment is effected, the Purchaser will not consent to any adjusted Commitment exceeding US\$40.5 million; even if the Commitment is adjusted to such maximum amount, the Purchaser's equity interest in Parentco will not exceed 50% (as the other Investors' commitments will also increase). As such, none of Parentco, Holdco and Cloopen will become a subsidiary of the Company and their financial results will not be consolidated into the accounts of the Group.

Background of the Proposed Privatization

Cloopen (OTC: RAASY) is a leading multi-capability cloud-based communications solution provider in China offering a full suite of cloud-based communications solutions, covering communications platform as a service (CPaaS), cloud-based contact centers, and cloud-based unified communications and collaborations. Its ADSs are currently quoted on the OTC market in the United States. For further information about Cloopen, please see the section headed "Information on the Parties" in this announcement.

The board of directors of Cloopen has received a preliminary non-binding proposal letter dated December 22, 2025 (the "**Preliminary Proposal Letter**"), from Mr. Sun, Cloopen's founder and chief executive officer, and the Initial Sponsor, Trustbridge Partners VII, L.P., proposing to acquire all of the outstanding Class A Cloopen Shares and Class B Cloopen Shares (including Cloopen Shares represented by the ADSs) that are not already beneficially owned by Mr. Sun and the Initial Sponsor or their affiliates, for a purchase price of US\$0.4940 per Cloopen Share (the "**Per Share Offer Price**"), or US\$2.9641 per ADS, in cash in a going private transaction, subject to certain conditions (i.e. the Proposed Privatization).

The Proposed Privatization will be effected by way of a merger. It will be funded by equity financing, including rollover equity from the Rollover Shareholders and cash commitment from the Equity Investor(s), as well as debt financing from the Financing Bank. Below is an overview of the transaction structure and the key transaction documents of the Proposed Privatization:

- (a) The Initial Sponsor has set up three special purpose vehicles for the merger: the Parentco, the Holdco (a wholly-owned subsidiary of the Parentco as of the date of this announcement), and the Merger Sub (a wholly-owned subsidiary of the Holdco as of the date of this announcement; together with Parentco and Holdco shall be hereinafter referred to as the Parent Parties).
- (b) On May 12, 2026, EST, the Parent Parties and Cloopen entered into the Merger Agreement, pursuant to which Merger Sub will merge with and into Cloopen, with Cloopen continuing as the surviving company and becoming a wholly-owned subsidiary of Holdco, upon the terms and subject to the conditions set forth in the Merger Agreement.

- (c) On May 12, 2026, EST, the Holdco, the Supporting Shareholders and the Management Party entered into a Support Agreement pursuant to which the Supporting Shareholders and the Management Party agreed to, among other things, (a) vote their respective all Cloopen Shares (including Cloopen Shares represented by ADSs), together with any Cloopen Shares (including Cloopen Shares represented by ADSs) acquired by each of them or any of their respective Affiliates following the date thereof and prior to the Closing, in favor of the authorization and approval of the Merger Agreement and related documents and the consummation of the Transactions, including the Merger, and (b) cancel their respective certain portion of securities in Cloopen (including Cloopen Shares or ADSs and equity awards under the share plans of Cloopen (if any)) in exchange for shares in Holdco and the consideration for the equity awards in accordance with the terms of the Support Agreement and the Merger Agreement.
- (d) On May 12, 2026, EST, the Purchaser, as an Equity Investor, executed and delivered the Dmall Equity Commitment Letter to Parentco, pursuant to which it committed certain cash amount to purchase equity interests of Parentco (subject to adjustment in accordance with the terms of such letter and the Interim Investors Agreement).
- (e) On May 12, 2026, EST, Cloopen (as the guaranteed party) entered into a Limited Guarantee with each of the Initial Sponsor and the Equity Investor(s) (each as a guarantor), which are in substantially identical form (except for the definition of “Cap” thereunder), pursuant to which the guarantor agreed to, among other things, guarantee the due and punctual performance and discharge of certain payment obligations of Parentco or Holdco to Cloopen under the Merger Agreement.
- (f) On May 12, 2026, EST, the Initial Sponsor, the Management Party, the Parent Parties and the Equity Investor(s) entered into the Interim Investors Agreement to govern the actions of Parent Parties and the relationship among the parties thereto with respect to the Merger Agreement, the Equity Commitment Letter(s), the Support Agreement and the Limited Guarantees, and the transactions contemplated by each.
- (g) On May 12, 2026, EST, the Financing Bank executed and delivered the Debt Commitment Letter to and in favor of Parentco, pursuant to which the Financing Bank committed to arrange and underwrite certain term loan facilities which will be drawn down by Parentco immediately prior to the Merger Closing in connection with the Merger.

The Purchaser has conditionally agreed to participate in the Proposed Privatization as an Equity Investor and has entered into the Agreements, namely, the Dmall Equity Commitment Letter, the Dmall Limited Guarantee and the Interim Investors Agreement, on May 12, 2026, EST (before trading hours of the OTC market in the United States; equivalent to May 12, 2026, Hong Kong time, after trading hours of the Stock Exchange). The principal terms of the Agreements are summarized as follows.

Dmall Equity Commitment Letter

Date: May 12, 2026 (EST)

Parties: (i) the Parentco; and
(ii) the Purchaser

Subject matter

Upon the terms and subject to the conditions set forth in the Dmall Equity Commitment Letter, the Purchaser irrevocably commits and agrees that, at or prior to the Merger Closing, it shall purchase (directly or indirectly through one or more intermediate entities) equity interests of Parentco at an aggregate cash purchase price of US\$36.0 million (i.e. the Commitment). The Commitment, together with the commitment(s) of the other Equity Investor(s) under their Equity Commitment Letter(s) (the “**Aggregate Commitment**”) and the net proceeds from debt financing, will solely be used to fund, to the extent necessary to fund, the consideration for the Merger and other related amounts in connection with the consummation of the transactions under Merger Transaction Documents (which shall not include the Parent Termination Fee or any Guaranteed Obligations (defined below)) (collectively, the “**Closing Payments**”).

If Parentco does not require all of the Aggregate Commitment to pay the Closing Payments and to consummate the transactions under the Merger Transaction Documents, the amount of the Commitment of the Purchaser may be reduced by the Initial Sponsor in accordance with the Interim Investors Agreement.

Consideration

The Commitment for the Purchaser is US\$36.0 million and shall be paid to Parentco in immediately available funds.

Conditions precedent

The Commitment shall be subject to the satisfaction of the following conditions:

- (a) the satisfaction or waiver, if permissible of each of the conditions to the Parent Parties’ obligations to consummate the Merger Closing set forth in the Merger Agreement (in each case, other than any conditions that by their nature are to be satisfied at the Merger Closing, but subject to the prior or substantially concurrent satisfaction or waiver of such conditions);
- (b) the debt financing portion has been funded or will be funded at the Merger Closing if the Aggregate Commitment is funded;

- (c) the substantially contemporaneous funding to Parentco of the commitments of the other Equity Investor(s) contemplated by their respective Equity Commitment Letter(s); and
- (d) the substantially contemporaneous consummation of the Merger Closing.

Termination

The Dmall Equity Commitment Letter will terminate automatically and immediately upon the earliest of:

- (a) the effective time of the Merger (at which time the Purchaser's obligation will be discharged, subject to the performance of such obligation);
- (b) the termination of the Merger Agreement in accordance with its terms;
- (c) Cloopen or any related party of Cloopen (or any person claiming by, through or for the benefit of any of them) asserting in writing a claim that (i) the Purchaser's, Parentco's or any of their respective affiliates' liability under or in respect of the Dmall Equity Commitment Letter, the Merger Agreement, the Dmall Limited Guarantee, any of the transactions contemplated thereby and/or any related matters is not limited to the amount of the Commitment or Cap (defined below), or that the limitation of such liability to the amount of the Commitment or Cap is illegal, invalid or unenforceable, in whole or in part or (ii) the liability of the Purchaser under or in respect of the Dmall Limited Guarantee is not limited in accordance with the limitations set forth therein, or that any of such limitations is illegal, invalid or unenforceable, in whole or in part, and
- (d) Cloopen or any related party of Cloopen (or any person claiming by, through or for the benefit of any of them) asserting in writing a claim against the Purchaser (or any non-recourse party as set out in the Dmall Limited Guarantee) under or in connection with the Dmall Equity Commitment Letter or any other Merger Transaction Document or any of the transactions contemplated hereby or thereby and/or any related matters (other than asserting certain retained claims as set out in the Dmall Limited Guarantee).

Dmall Limited Guarantee

Date: May 12, 2026 (EST)

Parties: (i) the Purchaser (as guarantor); and
(ii) Cloopen (as guaranteed party)

Subject matter

The Purchaser absolutely, irrevocably and unconditionally guarantees to Cloopen, on the terms and conditions set forth in the Dmall Limited Guarantee, the due and punctual performance and discharge of the Pro Rata Percentage (as defined below) of certain payment obligations of Parentco or Holdco to Cloopen under the Merger Agreement (collectively and without regard to the Pro Rata Percentage, the “**Guaranteed Obligations**”), if, as and when those obligations become payable. The Purchaser’s aggregate liability under the Dmall Limited Guarantee shall not exceed 49.79253% (the “**Pro Rata Percentage**”) of the amount of (x) US\$3,202,319, *plus* (y) certain costs, expenses and interests payable by Parent Parties to Cloopen under the Merger Agreement, *less* (z) any amount actually paid by or on behalf of Parentco or Holdco to Cloopen (the “**Cap**”). (The Pro Rata Percentage is equal to the equity interest percentage in Parentco the Purchaser would be able to acquire if the Commitment is utilized in full.)

If Parentco fails to perform or discharge, or cause to be performed or discharged, any Guaranteed Obligations when due, then the Purchaser shall, on Cloopen’s demand in writing, pay to Cloopen the Pro Rata Percentage of the Guaranteed Obligations (subject to the Cap).

Termination

The Dmall Limited Guarantee shall automatically and immediately terminate and the Purchaser shall have no further obligations under or in connection therewith as of the earliest of:

- (a) the effective time of the Merger;
- (b) the payment by the Purchaser in full to Cloopen of the Pro Rata Percentage of the Guaranteed Obligations;
- (c) the termination of the Merger Agreement in accordance with its terms by mutual consent of the parties thereto or in other circumstances where the Parent Termination Fee or other payments pursuant to the Merger Agreement is not payable; and
- (d) 60 days following the termination of the Merger Agreement in accordance with its terms under circumstances in which Holdco would be obligated to pay the Parent Termination Fee in accordance with the terms of the Merger Agreement (unless Cloopen shall have asserted a claim for any Parent Termination Fee or Guaranteed Obligation prior to the expiration of such 60-day period, in which case the Dmall Limited Guarantee shall terminate upon the final, non-appealable resolution of such action and satisfaction by the Purchaser of any obligations finally determined or agreed to be owed by it).

In the event Cloopen or any related party of Cloopen asserts in an action that (i) any provisions of the Dmall Limited Guarantee (including the Cap), are illegal, invalid or unenforceable, in whole or in part, or the Purchaser is liable in respect of any Guaranteed Obligations in excess of or to a greater extent than the Cap, (ii) any provisions of the Dmall Equity Commitment Letter (including any that limits the Purchaser's liability) are illegal, invalid or unenforceable, in whole or in part, or the Purchaser is liable thereunder in excess of or to a greater extent than its Commitment, or (iii) any theory of liability against any non-recourse party (set out in the Dmall Limited Guarantee) with respect to the Dmall Limited Guarantee or any other Merger Transaction Document or any of the transactions contemplated hereby or thereby and/or any related matters (other than asserting certain retained claims as set out in the Dmall Limited Guarantee) then, the obligations of the Purchaser under or in connection with the Dmall Limited Guarantee shall terminate *ab initio* and be null and void; if the Purchaser has previously made any payments under or in connection with the Dmall Limited Guarantee, it shall be entitled to recover and retain such payments; and the Purchaser (and any other non-recourse party) shall have no liability whatsoever to Cloopen in any way under or in connection with the Dmall Limited Guarantee or any other Merger Transaction Document or any of the transactions contemplated hereby or thereby and/or any related matters.

Interim Investors Agreement

Date: May 12, 2026 (EST)

Parties:

- (i) the Initial Sponsor;
- (ii) the Management Party and Mr. Sun's Entity;
- (iii) the Parentco;
- (iv) the Holdco;
- (v) the Merger Sub; and
- (vi) the Purchaser, as an Equity Investor

Subject of the transaction

The Interim Investors Agreement governs the actions of Parent Parties and the relationship among the parties thereto with respect to the Merger Agreement, the Equity Commitment Letter(s), the Support Agreement and the Limited Guarantees, and the transactions contemplated by each.

The key terms include, among other things:

- (a) The Initial Sponsor may cause the Parent Parties to take any action or refrain from taking any action in respect of the Merger Agreement (including to comply with their obligations, satisfy their closing conditions or exercise their rights thereunder), provided, however, that the Initial Sponsor may not cause the Parent Parties to amend the Merger Agreement in a way that by its terms has an impact, economic or otherwise, on any Investor that is disproportionate to the impact, economic or otherwise, on the other Investors in a manner that is materially adverse to such Investor without such Investor's written consent. The Parent Parties shall not, and the Investors shall not permit them to, take any action with respect to the Merger Agreement (including determining to close the Merger) unless such action has been approved in advance in writing, after consultation with Mr. Sun in good faith, by the Initial Sponsor.
- (b) The Parent Parties shall not, and the Initial Sponsor shall not permit them to: (i) modify or amend the Merger Agreement to increase or modify, in a manner materially adverse to the Parent Parties or the Investors, the form or amount of the Merger consideration or increase in any way the obligations under the Equity Commitment Letter(s); (ii) modify or waive, in a manner materially adverse to the Parent Parties or the Investors, any provisions of the Merger Agreement relating to the Parent Termination Fee or the aggregate cap on monetary damages recoverable by Cloopen; (iii) otherwise modify or amend any material terms and conditions of the Merger Transaction Documents, or (iv) materially modify the structure of the transactions under the Merger Transaction Documents, except with the prior written consent of the Initial Sponsor and, in each case of (i) and (ii), except with the prior written consent of the Initial Sponsor and Mr. Sun.

In the event that the Initial Sponsor determines to proceed with any of such action and any Investor (a “**Non-Consenting Investor**”) declines to provide its consent thereto, the Initial Sponsor may nevertheless proceed with such action by terminating such Non-Consenting Investor's participation in the transactions under the Merger Transaction Documents (and such Non-Consenting Investor shall be released of its obligations under the Interim Investors Agreement, its applicable Equity Commitment Letter, its applicable limited guarantee and the Support Agreement (if applicable) or receive an indemnity in respect thereof). Upon the termination of a Non-Consenting Investor's participation in the Merger transactions, the Initial Sponsor may, at its sole discretion, offer the amount of such Non-Consenting Investor's commitment to one or more remaining Investors and/or one or more new investors, on terms and conditions determined by the Initial Sponsor.

- (c) Notwithstanding anything to the contrary in this Agreement or any other Merger Transaction Document (including the Equity Commitment Letter(s)), the Initial Sponsor may, at its discretion and from time to time prior to the Merger Closing, adjust the amount of equity commitment of any Equity Investor on the terms and subject to the conditions set forth in the applicable Equity Commitment Letter, provided that the Initial Sponsor may not (subject to certain exceptions) (i) increase the amount of equity commitment of any Equity Investor without such Equity Investor's prior written consent or (ii) effect any such adjustment if such adjustment would, when taken together with all other such adjustments, result in the aggregate amount of the equity commitments to be less than the required equity funding amount.
- (d) In the event that, after all adjustments made, the aggregate amount of equity commitments is less than the required equity funding amount, then the Initial Sponsor may, at its discretion, offer to any Equity Investor or any new investor(s), the opportunity to provide additional equity commitments and/or, in case of new investor(s), equity rollovers, and in such manner as may be determined by the Initial Sponsor, provided that any such additional equity commitment and/or equity rollover shall be on terms and conditions substantially the same as the terms and conditions of the existing equity commitment or rollover commitment.
- (e) Each Investor (or its affiliate) that is a guarantor under a Limited Guarantee shall, contribute to the amount paid or payable by other guarantors in respect of the Limited Guarantees (other than any such payment made by a guarantor solely arising from such guarantor's breach of its obligations under its Limited Guarantee) so that each guarantor will have paid an amount equal to the product of the aggregate amount paid under all of the Limited Guarantees multiplied by a fraction of which the numerator is such guarantor's Cap (as defined in such guarantor's Limited Guarantee) and the denominator is the sum of all guarantors' Caps.
- (f) Each Investor agrees to negotiate in good faith with the other Investors with respect to, and enter into, concurrently with the Merger Closing, a shareholders agreement containing customary terms including and consistent with the term sheet of such shareholders agreement set forth in the Interim Investor Agreement. Key terms in the shareholders agreement term sheet include customary terms on board representation at Holdco and Parentco; decision making mechanisms by shareholders and the board at Holdco and Parentco; certain reserved matters for the Management Party at Holdco, Parentco and Cloopen Group; pre-emptive rights, restriction on transfer, right of first offer or refusal, tag-along rights, drag-along rights and information rights applicable to the shareholders of the Holdco and Parentco; the repayment of debt financing by Parentco; and non-compete on the part of the Management Party. In terms of board representation at each of Holdco and Parentco, the Purchaser shall be entitled to appoint one director out of not more than five directors; the Initial Sponsor and its affiliates collectively shall be entitled to appoint three directors; and the Management Party shall be entitled to appoint one director.

Conditions and Closing of the Merger

According to the Merger Agreement, the Merger Closing shall take place no later than the 15th business day following the day on which the last of the closing conditions set out in the Merger Agreement (other than those conditions that by their nature are to be satisfied at the Merger Closing) is satisfied or, if permissible, waived, or at such other date or place or time as may be mutually agreed to in writing between Cloopen and Holdco (the date on which the Merger Closing takes place, the “**Closing Date**”).

The conditions to the Merger Closing (“**Closing Conditions**”) are summarized as follows:

- (a) The Merger Agreement, the plan of merger, the post-closing memorandum and articles of association and the consummation of the transactions under the Merger Transaction Documents shall have been authorized and approved by Cloopen Shareholders constituting the requisite company vote (that is, the affirmative vote of at least two-thirds of the votes cast by the Cloopen Shareholders present and voting in person or by proxy as a single class at the shareholders’ meeting) at the relevant shareholders’ meeting.
- (b) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law or award, writ, injunction, determination, rule, regulation, judgment, decree or executive order, whether temporary, preliminary or permanent, which is then in effect or is pending or threatened, that has or would have the effect of enjoining, restraining, prohibiting or otherwise making illegal the consummation of the transactions under the Merger Transaction Documents.
- (c) Certain representations and warranties of Cloopen being true and correct as of the date of the Merger Agreement and as of the Closing Date.
- (d) Cloopen shall have performed or complied in all material respects with all agreements and covenants required by the Merger Agreement to be performed or complied with by it on or prior to the Closing Date.
- (e) Holdco will have received a certificate, signed by a senior executive officer of Cloopen, certifying as to the satisfaction of certain Closing Conditions.
- (f) Since the date of the Merger Agreement, there shall not have been any material adverse effect on the part of Cloopen or any event, change, or effect that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the part of Cloopen.
- (g) The aggregate amount of the Cloopen Group’s cash level immediately prior to the Closing shall meet the level agreed in the Merger Agreement and Cloopen shall have delivered to Holdco written evidence thereof.

- (h) Certain representations and warranties of the Parent Parties being true and correct as of the date of the Merger Agreement and as of the Closing Date.
- (i) The Parent Parties shall have performed or complied in all material respects with all agreements and covenants required by the Merger Agreement to be performed or complied with by it on or prior to the Closing Date.
- (j) Cloopen will have received a certificate, signed by an officer of Holdco, certifying as to the satisfaction of certain Closing Conditions.

On the Closing Date, Merger Sub and Cloopen shall execute a plan of merger and file it (and any other required documents) with the Registrar of Companies in the Cayman Islands, and make any other necessary filings in connection with the Merger.

The Merger shall become effective at such date and time as it is registered with the Registrar of Companies in the Cayman Islands (or at such later date as may be agreed by Cloopen and the Merger Sub but not later than the 90th day after the date of the registration of the plan of merger).

Following the Merger Completion and the Merger taking effect, and based on the currently expected utilization of the Commitment of approximately US\$35,472,729, the Purchaser will hold approximately 49.79% of the equity interest in Parentco, which will in turn hold approximately 68.73% of the equity interest in Cloopen. As such, Cloopen will not become a subsidiary of the Company and its financial results will not be consolidated into the accounts of the Group.

BASIS OF CONSIDERATION OF THE TRANSACTION

The Purchaser's Commitment under the Agreements, the corresponding equity interest in the Parentco and the corresponding effective economic interest in Cloopen were determined after arm's length negotiations between the parties to the Agreements and were calculated based on the proposed purchase price of US\$0.4940 per Cloopen Share (i.e. the Per Share Offer Price), or US\$2.9641 per ADS, as set out in the Merger Agreement.

As set out in the Preliminary Proposal Letter dated December 22, 2025, the Per Share Offer Price of US\$0.4940 per Cloopen Share, or US\$2.9641 per ADS, represented a premium of 51.23% to Cloopen's closing price on the last trading day immediately preceding December 22, 2025 and a premium of 74.87% and 86.22% to the volume-weighted average closing price during the last 15 and 30 trading days immediately preceding December 22, 2025, respectively.

The Directors have determined that the Per Share Offer Price is fair and reasonable, and therefore the Commitment and the corresponding equity interest in the Parentco and the corresponding effective economic interest in Cloopen are fair and reasonable, mainly based on the following factors:

- (a) The net asset value of Cloopen as at December 31, 2025 was approximately RMB831.9 million.
- (b) The historical financial performance of Cloopen. Based on the audited consolidated financial statements of Cloopen prepared in accordance with the U.S. GAAP, in each of the years ended December 31, 2023, 2024 and 2025, it recorded a revenue of RMB571.0 million, RMB573.6 million and RMB535.7 million, respectively, growing at 0.46% year-on-year in 2024 and decreasing at 6.61% year-on-year in 2025; it also recorded net losses of RMB412.4 million, RMB146.8 million and RMB238.8 million, respectively, decreasing by 64.39% year-on-year in 2024 and increasing by 62.67% year-on-year in 2025. In order to better reflect the operational performance of its business, Cloopen recorded adjusted EBITDA which was defined as net loss excluding depreciation and amortization, interest income, income tax benefit, share-based compensation, investment income, impairment loss of long-term investments, other operating income, (gains)/losses from disposal of subsidiaries, net, share of (gains)/losses of equity method investments, and foreign currency exchange (gains)/losses, net. The adjusted EBITDA was negative RMB405.5 million, negative RMB225.4 million, and negative RMB227.4 million, respectively, decreasing by 44.4% year-on-year in 2024 and relatively stable in 2025. Even though Cloopen has recorded net losses in the last three financial years, the Company believes its financial performance has been improving as its net loss level and adjusted EBITDA in the last two financial years have narrowed significantly as compared with that in 2023, while its revenue remained relatively stable, showing consistent customer demand.
- (c) The valuation of certain comparable companies to Cloopen which are listed in the United States, details of which are set in the section headed “Basis of Consideration of the Transaction – Valuation of comparable companies” below.
- (d) The privatization price premium in certain comparable take-private transactions in the United States to the Proposed Privatization, details of which are set in the section headed “Basis of Consideration of the Transaction – Privatization Price Premium” below.
- (e) The factors set out in the section headed “Reasons for and Benefits of the Transaction” below.

The Group intends to finance the consideration by its own funds and/or financing, including the proceeds from the Company’s Global Offering and the Top-up Subscription.

Valuation of comparable companies

In order to assess the reasonableness of the Per Share Offer Price in the Merger, the Company has conducted a survey on May 7, 2026 of the valuation of comparable companies to Cloopen that are also listed in the United States, and derived therefrom a reference equity value of Cloopen (i.e. the market approach).

The Company considers the market approach to be appropriate as it takes into account the impact of market conditions as Cloopen's securities are quoted and publicly traded in the United States. The Company does not consider the cost approach to be appropriate as it does not capture future earning potential of Cloopen; not does the Company consider the income approach appropriate as it would involve detailed long-term financial forecasts that require a large number of underlying assumptions and significant uncertainties.

Valuation multiple adopted

The Company adopted enterprise value to last-twelve-month ("LTM") sales multiple ("**EV/Sales multiple**") as the valuation multiple in the comparison because Cloopen is a technology company that has not yet achieved positive net profits; while a technology company could have relatively large research and development expenses, its revenue is usually more stable and can reflect its customer demand and market position. Therefore the Company considers the EV/Sales multiple is the most appropriate multiple, hence it is being adopted in this valuation.

Selection of comparable companies

To derive the EV/Sales multiple, the Company screened all publicly listed companies in the United States on Capital IQ (an independent financial intelligence tool provided by Standard & Poor's) applying the following selection criteria:

- (a) The company is publicly listed and searchable in Capital IQ;
- (b) The company is primarily listed on major stock exchanges in the United States;
- (c) The company is primarily engaged in the provision of cloud based communication service provider (CSP) application or software; that is, the company falls under the "Application Software (primary)" industry classification in Capital IQ, and its business description in Capital IQ contains keywords such as "communication" and "customer engagement" which are related to the target company's business. Certain companies that met the foregoing criteria but whose primary businesses, upon a closer examination, were not consistent with that of Cloopen, were excluded; and
- (d) The company falls within: (i) a revenue band that is 0.50x to 10.00x of Cloopen's LTM revenue; or (ii) a market capitalization band of 0.50x to 10.00x of Cloopen's market capitalization as of December 31, 2025.

Comparable companies

By applying the above criteria, seven comparable companies were identified. The details of those companies, based on information available on Capital IQ, are set out as follows:

Comparable Company (Name in English)	Business Description	Ticker	LTM EV/Sales Multiple (times)
8x8, Inc.	8x8, Inc. provides contact center, voice, video, chat, and enterprise-class application programmable interface (API) solutions worldwide.	NasdaqGS: EGHT	0.79
Agora, Inc.	Agora, Inc., through its subsidiaries, engages in the operation of a real-time engagement platform-as-a-service in the United States, the People's Republic of China, and internationally.	NasdaqGS: API	1.93
Braze, Inc.	Braze, Inc. operates a customer engagement platform that provides interactions between consumers and brands worldwide.	NasdaqGS: BRZE	5.12
LivePerson, Inc.	LivePerson, Inc. operates as a digital customer conversation in the United States, Canada, Latin America, South America, Europe, the Middle East, Africa, and the Asia-Pacific.	NasdaqGS: LPSN	1.40
Ooma, Inc.	Ooma, Inc. provides communications services and related technologies for businesses and consumers in the United States and Canada.	NYSE: OOMA	1.19
RADCOM Ltd.	RADCOM Ltd. provides cloud-native and 5G-ready network intelligence solutions for communication service providers (CSPs).	NasdaqCM: RDCM	1.56
Weave Communications, Inc.	Weave Communications, Inc. operates an AI-powered patient communications, engagement, and payments platform for small and medium-sized healthcare businesses.	NYSE: WEAV	2.36

Adjustments adopted

Discount for lack of marketability (“DLOM”)

The concept of marketability deals with the liquidity of the interest owned, that is how quickly and easily it can be converted to cash if the owner chooses to sell. Considering the ADSs of Cloopen are quoted on the OTC market in the United States and trading is inactive with lack of liquidity, the Company considered a DLOM of 15.60% to be appropriate. This number comes from the 2024 edition of the Stout Restricted Stock Study Companion Guide by Stout Risius Ross, which looked at 779 private placement transactions by publicly traded companies from July 1980 through March 2024. The discount was calculated as the difference between the private placement price and the market reference price, divided by the market reference price.

Key Assumptions

The following key assumptions were made:

- (a) There will be no material change in the existing political, legal, technological, fiscal or economic conditions, which might adversely affect the business of Cloopen;
- (b) The operational and contractual terms stipulated in the relevant contracts and agreements of Cloopen in its business will be honoured;
- (c) Save for matters publicly disclosed by Cloopen, there has been no material adverse change in the financial position, operational performance and business outlook of Cloopen since December 31, 2025;
- (d) Cloopen possesses all the operating licenses required (if any);
- (e) There are no hidden or unexpected conditions associated with Cloopen that might adversely affect the assessed valuation; and
- (f) There are no significant changes in market conditions after May 7, 2026.

View of the Board on the valuation of Cloopen and of comparable companies

Based on the above survey, the Company noted that the LTM EV/Sales multiples of the comparable companies to Cloopen are in the range of 0.79x to 5.12x, for the purpose of assessing the reasonableness of the Per Share Offer Price, the Company adopted an LTM EV/Sales multiple of 0.79x, being the low end of the range of the comparable companies, as a conservative reference multiple.

The Company also estimated the 100% equity value of Cloopen to be approximately US\$158.8 million, based on: (i) an enterprise value of Cloopen of approximately US\$60.5 million, which is calculated based on a LTM EV/Sales multiple of 0.79x drawn from comparable companies and Cloopen's revenue for the year ended December 31, 2025; (ii) on top of the said enterprise value, adding back Cloopen's cash and cash equivalents of approximately US\$128.0 million and adjusting for non-controlling interest of approximately US\$1.35 million (all as of December 31, 2025), and subtracting liabilities of approximately US\$1.7 million (as of December 31, 2025), which gives rise to an equity value of approximately US\$188.2 million; and (iii) adjusting the said equity value for the lack of marketability by applying the DLOM of 15.6%, which gives the resulting equity value of approximately US\$158.8 million. Dividing US\$158.8 million by 324,121,399 issued and outstanding Cloopen Shares as of May 8, 2026 (including those underlying all issued and outstanding ADSs but excluding 18,082,772 Cloopen Shares underlying certain repurchased ADSs that are not yet, but will be, recorded as treasury shares of Cloopen; the foregoing share capital figures are based on the share capital disclosures of Cloopen in its Form 20-F dated May 8, 2026), the equity value per Cloopen Share is US\$0.4899. The Company noted that this is generally commensurate to the Per Share Offer Price of US\$0.4940 per Cloopen Share in the Merger.

The Directors have reviewed the above valuation of Cloopen (including the key assumptions) and the comparison with the valuation of the comparable companies and noted no irregularities. Based on the above, the Directors have determined that the proposed purchase price in the Merger is fair and reasonable, and therefore the Commitment and the corresponding equity interest in the Parentco and the corresponding effective economic interest in Cloopen, are fair and reasonable.

Privatization price premium

A privatization price premium is the premium an investor is willing to pay in addition to the current market price of the listed securities of a public company to the minority shareholders in order to buy them out and take the public company private. As set out in the Preliminary Proposal Letter dated December 22, 2025, the Per Share Offer Price of US\$0.4940 per Cloopen Share, or US\$2.9641 per ADS, represented a premium of 51.23% to Cloopen's closing price on the last trading day immediately preceding December 22, 2025 and a premium of 74.87% and 86.22% to the volume-weighted average closing price during the last 15 and 30 trading days immediately preceding December 22, 2025, respectively.

In order to assess the reasonableness of the privatization price premium in the Proposed Privatization, the Company surveyed the privatization cases of Chinese companies listed in the United States and comparable privatization cases of foreign SaaS companies in the same industry as Cloopen, from 2023 to the present. The said scope was determined as it takes into account the common business and market risks and conditions shared by Chinese companies listed in the United States, and those shared by companies with similar business in the same industry as Cloopen. The result of the survey is set out as follows:

Take-private transactions of Chinese companies listed in the United States

Company Name in English	Ticker	Industry	Business Description	Date of first announcement	Price Premium over closing price on the day before the date of first announcement	Price Premium over 30-day average closing price before the date of first announcement
LAKESHORE BIOPHARMA CO., LTD.	LSBCF/ LSBWF	Biopharmaceuticals	A company engaged in vaccines and therapeutic biologics, with businesses involving the research and development, manufacturing and commercialization of vaccines for infectious diseases and biologics.	2025/11/4	10.30%	11.40%
BRIGHT SCHOLAR EDUCATION HOLDINGS LTD	BEDU	Education services	A global education services company providing international and bilingual schools, extracurricular education and related educational services.	2025/10/13	28.20%	23.60%
SMART SHARE GLOBAL LTD	EM	Consumer technology/shared charging	“Energy Monster”, a mobile device charging service provider in China.	2025/8/1	74.80%	68.10%
ONECONNECT FINANCIAL TECHNOLOGY CO., LTD.	OCFT/6638. HK	Fintech	A financial technology company within the Ping An Group ecosystem, providing digital solutions to financial institutions.	2025/5/15	83.40%	136.40%
DADA NEXUS LTD	DADA	Local on-demand retail/delivery	A local on-demand retail and on-demand delivery platform in China, with businesses related to JD Daojia and Dada Now.	2025/4/1	42.00%	not disclosed
FIRST HIGH-SCHOOL EDUCATION GROUP CO., LTD.	FHSEY	Education services	A private senior high school education services group in China, providing senior high school and related educational management services.	2024/11/29	354.50%	320.70%
BEST INC.	BEST	Logistics/supply chain	A comprehensive smart supply chain and logistics service provider in China and Southeast Asia.	2024/6/20	25.20%	28.70%
GENETRON HOLDINGS LTD	GTH	Precision medicine/ tumor detection	A precision tumor diagnosis and treatment platform company in China, with businesses including molecular testing, early screening and companion diagnostics.	2023/10/11	15.00%	21.00%
CHINDATA GROUP HOLDINGS LTD	CD	Data center	A hyperscale data center operator in the Asia-Pacific region, providing infrastructure for cloud computing and large internet customers.	2023/8/11	42.60%	48.70%
ZHANGMEN EDUCATION INC.	ZMENY	Online education	An online education company in China, providing online tutoring and quality education services for students.	2023/7/28	not disclosed	115.00%

Take-private transactions of other companies in the same industry listed in the United States

Company Name in English	Ticker	Industry	Business Description	Date of first announcement	Price Premium over closing price on the day before the date of first announcement	Price Premium over 30-day average closing price before the date of first announcement
Zuora	ZUO	Subscription economy software, revenue monetization, enterprise SaaS	Providing subscription billing, revenue management, pricing, payment collection and monetization software for enterprises with subscription and complex revenue models.	2024/4/16	18.10%	not disclosed
Smartsheet	SMAR	Enterprise collaboration software, work management SaaS	An enterprise-level work management and collaboration platform, helping enterprises manage projects, processes, automation, and cross-team collaboration.	2024/7/17	16.00%	41.00%
Squarespace	SQSP	Website building, digital business tools, SaaS	An online website building and digital operation platform for small and medium-sized enterprises, creators and brand merchants, providing tools such as website templates, domain names, e-commerce, marketing, bookings, payments and content management.	2024/5/10	15.00%	29.00%
Qualtrics	XM	Data analysis, analytics automation, enterprise software	Providing data preparation, data analysis, machine learning modeling and automated analysis tools, primarily serving enterprise data teams as well as personnel engaged in financial analysis, operations analysis and business analysis.	2023/1/25	62.00%	73.00%
Duck Creek	DCT	Experience management software, customer experience, employee experience, enterprise SaaS	Providing an experience management platform to help enterprises collect and analyze customer, employee, product and brand experience data for satisfaction, NPS, surveys, customer feedback and employee engagement management.	2023/1/9	46.00%	64.00%

Based on the above survey of comparable transactions, the privatization price premium based on the closing price on the date immediately prior to the first announcement date ranged from 10.3% to 354.5% and has an average of 59.51%; and the privatization price premium based on the 30-day average closing price immediately prior to the first announcement date ranged from 11.4% to 320.7% and has an average of 75.4%.

The Company noted that the privatization price premium for the Proposed Privatization (both based on the closing price on the date immediately prior to the first announcement date and on the 30-day average closing price immediately prior to the first announcement date) are within the above range for comparable transactions and comparable to the average for comparable transactions.

The Directors have reviewed the above comparison of privatization price premium and consider the Per Share Offer Price in the Merger is fair and reasonable, and therefore the Commitment and the corresponding equity interest in the Parentco and the corresponding effective economic interest in Cloopen, are fair and reasonable.

REASONS FOR AND BENEFITS OF THE TRANSACTION

The Company is one of the leading providers of AI retail agents in China and Asia, which offers a range of principal products and services designed to digitalize and optimize operations of the local retailer, while Cloopen is a leading multi-capability cloud-based communications solution provider in China, offering a full suite of cloud-based communications solutions, covering communications platform as a service (CPaaS), cloud-based contact centers, and cloud-based unified communications and collaborations.

The Company believes acquiring an equity stake in Cloopen through the Transaction is beneficial to the Company and its Shareholders as a whole for the following reasons:

- The acquisition will significantly strengthen the Company's strategic competencies in AI retail agents in multiple dimensions. First, it will bolster the Company's engineering delivery capabilities of AI retail agents. Leveraging Cloopen's proven track record in deploying AI industry agents across complex scenarios including finance, automotive and customer service sectors, the Company will gain mature and on-the-ground expertise in incorporating AI retail agents into actual business workflows. Second, the transaction will enhance the Company's capability to internalize the Company's extensive retail industry insights covering merchandise management, store operations, supply chain systems and headquarters governance into standardized, replicable AI retail agents assets. Cloopen's on-site agent development methodology enables efficient conversion of frontline retail expertise into structured knowledge bases, business rules, standardized processes and training materials. Third, the strategic collaboration with Cloopen will strengthen the Company's multi-client parallel delivery capacity going forward. Cloopen's extensive B2B service experience and delivery resources support rapid large-scale deployment across multiple customers, eliminating constraints from in-house manpower limits. This will not only streamline the execution of individual projects, but also bridge the capability gap in scaling AI retail agents from project-based pilots to standardized, replicable commercial expansion.

- The acquisition will deepen synergy with Cloopen in the Company’s existing AI customer service business. As a leading player in AI customer service sector, Cloopen owns a comprehensive product portfolio including omni-channel contact centers, voice and text robots, and cloud-based call platforms, with industry-leading core AI technologies widely recognized by authoritative institutions such as China Academy of Information and Communication Technology (CAICT) through top-tier certifications and industry awards. Currently, The Company provides the retail clients with AI customer services, covering full-link customer service such as pre-sales, after-sales, business review management, and telemarketing. Joint development with Cloopen on AI customer service will further boost customer satisfaction, expand revenue scale and strengthen overall profitability of the Group.

Based on the factors and analyses considered as set out in the section headed “Basis of Consideration of the Transaction” above, and Cloopen’s long-term technological capabilities, customer value, industry position as well as the complementary contribution to the Company’s business, the Board believes the terms of the Transaction, including the proposed price at which the Company will be able to acquire equity interest in Cloopen, are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

None of the Directors has a material interest in the transaction contemplated under the Agreements or is required to abstain from voting on the Board resolution for considering and approving the same.

INFORMATION ON THE PARTIES

The Group

The Company is one of the leading providers of AI retail agents in China and Asia, which offers a range of principal products and services designed to digitalize and optimize operations of the local retailers. The principal activities of the Company consist of the provision of AI retail core solution and AI retail value-added service to customers.

The Purchaser

The Purchaser is a company incorporated in Hong Kong and is primarily engaged in development and delivery of retail technology. The Purchaser is an indirectly wholly-owned subsidiary of the Company.

Mr. Sun and Mr. Sun's Entity

Changxun Sun is the founder and chief executive officer of Cloopen. Mr. Sun's Entity, i.e. Cloopen Co., Ltd., is an investment holding company wholly-owned by Mr. Sun.

As at the date of this announcement, Mr. Sun (including through Mr. Sun's Entity and Flawless Success Limited, a nominee of an employee incentive trust that holds shares for and on behalf of the grantees under Cloopen's share incentive plans issued due to exercise of options) holds 2,000,000 Class A Cloopen Shares and 25,649,839 Class B Cloopen Shares, representing 8.08% of the equity interest and 45.11% of the voting powers in Cloopen.

The Initial Sponsor

Trustbridge Partners VII, L.P. is an exempted limited partnership organized under the Laws of the Cayman Islands. The principal business of Trustbridge Partners VII, L.P. is to make private equity investments in selected sectors.

The general partner of the general partner of Trustbridge Partners VII, L.P. is TB Partners GP7 Limited, which, through its board of directors, has the power to direct the voting and disposition of the securities held by the entity. None of the members of the board of directors of TB Partners GP7 Limited or the limited partners of Trustbridge Partners VII, L.P. holds 30% or more partnership interest in Trustbridge Partners VII, L.P..

As at the date of this announcement, the Trustbridge Partners V, L.P., an affiliate of the Initial Sponsor, holds 38,474,611 Class A Cloopen Shares, representing 11.24% of the equity interest and 6.71% of the voting powers in Cloopen.

Parent Parties

Each of the Parentco, the Holdco and the Merger Sub is an exempted company with limited liability incorporated under the laws of the Cayman Islands. As of the date of this announcement, the Holdco is a wholly owned subsidiary of Parentco, and the Merger Sub is a wholly owned subsidiary of Holdco.

The Parent Parties were established by the Initial Sponsor on March 6, 2026, March 6, 2026 and March 30, 2026, respectively, for the purposes of executing the Merger. Other than to hold and conduct the equity financing and debt financing in connection with the Proposed Privatization, and, following the Merger Completion and the Merger taking effect, to hold the equity interests in Cloopen, the Parent Parties do not have any other operations and/or assets. Therefore, there is no meaningful financial information (such as net asset value, revenue or profit/loss) of the Parent Parties available for the past two financial years.

Cloopen

Cloopen (OTC: RAASY), a company incorporated under the laws of the Cayman Islands, is a leading multi-capability cloud-based communications solution provider in China offering a full suite of cloud-based communications solutions, covering communications platform as a service (CPaaS), cloud-based contact centers, and cloud-based unified communications and collaborations. Its ADSs are currently quoted on the OTC market in the United States.

Based on the audited consolidated financial statements of Cloopen prepared in accordance with the U.S. GAAP, the financial information of Cloopen for the financial years ended December 31, 2025, 2024 and 2023 is as follows:

	For the year ended December 31,		
	2025	2024	2023
	<i>(audited)</i>	<i>(audited)</i>	<i>(audited)</i>
	<i>(RMB'000)</i>	<i>(RMB'000)</i>	<i>(RMB'000)</i>
Revenue	535,709	573,566	571,024
Loss before income taxes	(239,621)	(147,143)	(412,938)
Net loss	(238,801)	(146,827)	(412,374)

Based on the audited consolidated financial statements of the Cloopen for the financial years ended December 31, 2025 and 2024, the net asset value of Cloopen as at December 31, 2025 and 2024 was approximately RMB831,934,000 and RMB1,064,579,000, respectively.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, as at the date of the Agreements, each of Mr. Sun (and Mr. Sun's Entity), the Initial Sponsor, TB Partners GP7 Limited (and the members of its board of directors), the Parent Parties and Cloopen, and their respective ultimate beneficial owner(s) is third party independent of the Company and its connected persons.

IMPLICATIONS OF THE TRANSACTION UNDER THE LISTING RULES

Based on the maximum possible Commitment of US\$40.5 million, one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Transaction is more than 25% and less than 100%, the Transaction therefore constitutes a major transaction of the Company under Rule 14.06 of the Listing Rules and is subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Pursuant to the Listing Rules, Shareholders' approval is required for a major transaction. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder has a material interest in the Transaction, therefore no Shareholder would be required to abstain from voting if the Company was to convene a general meeting for approving the Transaction. The Company will not be required to convene a general meeting for approving the Transaction for being a major transaction because the Company has obtained the written shareholder's approval from Celestial Limited, Odor Nice Limited and Retail Enterprise Corporation limited in lieu of convening a general meeting as permitted by Rule 14.44 of the Listing Rules. As at the date of this announcement, Celestial Limited, Odor Nice Limited and Retail Enterprise Corporation Limited each holds 423,470,475, 68,880,650 and 10,101,010 Shares, representing approximately 47.10%, 7.66% and 1.12% of the issued share capital (excluding treasury shares) of the Company, respectively; together, they hold 502,452,135 Shares, representing approximately 55.88% of the issued share capital (excluding treasury shares) of the Company. Celestial Limited, Odor Nice Limited and Retail Enterprise Corporation Limited are all controlled by Dr. Zhang Wenzhong, controlling shareholder of the Company.

GENERAL

Pursuant to Rule 14.41(a) of the Listing Rules, a circular containing, among other things, (i) further details relating to the Agreements and the Transaction; (ii) the financial information of the Group and the Cloopen Group; (iii) the unaudited pro forma financial information of the Group following the Merger becoming effective; and (iv) other information as required under the Listing Rules shall be dispatched to the Shareholders within 15 business days after the publication of this announcement, i.e. on or before June 3, 2026. As additional time is likely to be required for the Company to prepare and finalise certain information for inclusion in the circular, the Company expects to apply to the Stock Exchange for an extension of the time to dispatch the circular pursuant to Rule 14.41(a) of the Listing Rules.

Shareholders and potential investors should note that (i) the Transaction and the Merger are subject to fulfilment (or waiver) of certain conditions precedent and may or may not proceed, and (ii) the Merger is subject to the approval from the shareholders of Cloopen which may or may not be obtained. Shareholders and potential investors should exercise caution when dealing in the relevant securities of the Company.

DEFINITIONS

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

“ADSs”	American depositary shares of Cloopen, each of which represents six Class A Cloopen Shares
“Agreements”	the Dmall Equity Commitment Letter, the Dmall Limited Guarantee and the Interim Investors Agreement
“associate”	has the meaning ascribed thereto under the Listing Rules
“Board”	the board of Directors
“China” or “PRC”	the People’s Republic of China, and for the purposes of this announcement only, except where the context requires otherwise, excluding Hong Kong, the Macao Special Administrative Region of the People’s Republic of China and Taiwan
“Class A Cloopen Shares”	Class A ordinary shares of Target with a par value of US\$0.0001 per share, each of which entitles the holder thereof to one vote
“Class B Cloopen Shares”	Class B ordinary shares of Target with a par value of US\$0.0001 per share, each of which entitles the holder thereof to ten votes
“Cloopen”	Cloopen Group Holding Limited (OTC: RAASY), a company incorporated under the laws of the Cayman Islands and the ADSs of which are quoted on the over-the-counter market in the United States
“Cloopen Group”	Cloopen and its subsidiaries and consolidated affiliated entities
“Cloopen Share(s)”	Class A Cloopen Shares and Class B Cloopen Shares
“Cloopen Shareholder(s)”	Holders of Cloopen Shares
“Companies Act”	the Companies Act (Revised) of the Cayman Islands

“Company”	Dmall Inc. (多点数智有限公司), a business company incorporated in the British Virgin Islands and the shares of which are listed on the Main Board of the Stock Exchange (stock code: 2586)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“controlling shareholder”	has the meaning ascribed thereto under the Listing Rules
“Debt Commitment Letter”	the debt commitment letter dated May 12, 2026 (EST) executed and delivered by the Financing Bank to the Parentco in connection with the Proposed Privatization
“Director(s)”	the director(s) of the Company
“Dmall Equity Commitment Letter”	the Equity Commitment Letter dated May 12, 2026 (EST) executed and delivered by the Purchaser to the Parentco
“Dmall Limited Guarantee”	the Limited Guarantee dated May 12, 2026 (EST) entered into by the Purchaser in favour of Cloopen
“Equity Commitment Letter(s)”	the equity commitment letter(s) to be executed and delivered by the Equity Investor(s) to the Parentco in connection with the Proposed Privatization, which shall be in substantially identical form (except for the definition of “Commitment” thereunder)
“Equity Investor”	each party who has executed and delivered an Equity Commitment Letter to the Parentco in connection with the Proposed Privatization. As at the date of the announcement and save for the Purchaser, the Initial Sponsor and Mr. Sun’s Entity, there is no other Equity Investor
“EST”	Eastern Standard Time
“Financing Bank”	China Minsheng Banking Corp., Ltd. Shanghai Pilot Free Trade Zone Branch (中國民生銀行股份有限公司上海自貿試驗區分行)
“Global Offering”	the global offering of the Company’s Shares pursuant to, among others, the prospectus of the Company dated November 28, 2024

“Group”	the Company and its subsidiaries
“Holdco”	AutumnX Holdings Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and, as of the date of this announcement, a wholly owned subsidiary of Parentco
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Initial Sponsor”	Trustbridge Partners VII, L.P., an exempted limited partnership organized under the Laws of the Cayman Islands
“Investor”	each of (i) the Initial Sponsor, (ii) the Management Party, (iii) each Rollover Shareholder, and (iv) each Equity Investor
“Limited Guarantee(s)”	the limited guarantees to be entered into by the Investors (or their applicable affiliates) in favour of Cloopen in connection with the Proposed Privatization, which shall be in substantially identical form (except for the definition of “Cap” thereunder)
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Merger”	the merger between Merger Sub and Cloopen pursuant to the Merger Agreement
“Merger Agreement”	the agreement and plan of merger dated May 12, 2026 (EST) entered into between the Parent Parties and Cloopen, pursuant to which Merger Sub will merge with and into Cloopen, with Cloopen continuing as the surviving company and becoming a wholly-owned subsidiary of Holdco, upon the terms and subject to the conditions set forth therein
“Merger Completion”	the completion of the Merger according to the terms of the Merger Agreement
“Merger Sub”	SummerX Holdings Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and, as of the date of this announcement, a wholly owned subsidiary of Holdco

“Merger Transaction Documents”	the Equity Commitment Letter(s), the Debt Commitment Letter (and/or, if applicable, any alternative financing documents), the Limited Guarantees, the Interim Investors Agreement, the Support Agreement or any other document contemplated thereby or any document or instrument delivered in connection thereunder or under the Merger Agreement
“Mr. Sun” or “Management Party”	Changxun Sun, the founder and chief executive officer of Cloopen
“Mr. Sun’s Entity”	Cloopen Co., Ltd., a company wholly-owned by Mr. Sun
“OTC market”	over-the-counter market
“Parentco”	SpringX Holdings Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands
“Parent Parties”	Parentco, Holdco and Merger Sub
“Parent Termination Fee”	a termination fee of US\$3,202,319 to which Cloopen is entitled to under the Merger Agreement in certain circumstances where the Merger Agreement is terminated due to certain failures on the part of the Parent Parties
“Proposed Privatization”	the proposed going private transaction in respect of Cloopen as set out in the preliminary non-binding proposal letter dated December 22, 2025 from Mr. Sun and the Initial Sponsor to the board of directors of Cloopen, under which it was proposed Mr. Sun and the Initial Sponsor will acquire all of the outstanding Class A Cloopen Shares and Class B Cloopen Shares (including Cloopen Shares represented by the ADSs) that are not already beneficially owned by Mr. Sun and the Initial Sponsor or their affiliates, for a purchase price of US\$0.4940 per Cloopen Share, or US\$2.9641 per ADS, in cash, subject to certain conditions
“Purchaser”	Retail Technology Asia Limited, a company incorporated in the Hong Kong and an indirectly wholly-owned subsidiary of the Company

“RMB”	Renminbi, the lawful currency of China
“Rollover Shareholder(s)”	a Supporting Shareholder who, pursuant to the Support Agreement, has agreed to roll over its Cloopen Shares (or ADS) to Holdco (by having such Cloopen Shares (or ADS) cancelled in exchange for newly issued shares of Holdco)
“Share(s)”	ordinary shares of the Company with a par value of US\$0.0001 each;
“Shareholders”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Support Agreement”	the support agreement dated May 12, 2026 (EST) entered into between the Holdco, the Supporting Shareholders and the Management Party
“Supporting Shareholders”	Trustbridge Partners V, L.P., Mr. Sun’s Entity, Flawless Success Limited, Image Frame Investment (HK) Limited, Novo Investment HK Limited, and Parantoux Vintage PE Ltd., together with any shareholders of Cloopen who become a party to the Support Agreement
“Top-up Subscription”	the placing of 35,400,000 existing Shares and the top-up subscription of 35,400,000 new Shares carried out by the Company, as disclosed in the Company’s announcements dated July 16, 2025 and July 25, 2025
“Transaction”	the Purchaser’s participation in the Proposed Privatization as an Equity Investor pursuant to the Agreements
“U.S.,” “US” or “United States”	the United States of America, its territories, its possessions and all areas subject to its jurisdictions
“US\$”	United States dollars, the lawful currency of the United States
“U.S. GAAP”	Generally Accepted Accounting Principles in the United States
“%”	per cent

By Order of the Board
Dmall Inc.
Mr. Curtis Alan Ferguson
Chairman

Hong Kong, May 12, 2026

As at the date of this announcement, the Board comprises (i) Mr. ZHANG Feng as executive Director; (ii) Mr. Curtis Alan FERGUSON, Mr. CHEN Zhiyu and Mr. WANG Zhenghao as non-executive Directors; and (iii) Dr. HOU Yang, Ms. CAI Lin, Dr. MAO Jiye and Mr. LI Wei as independent non-executive Directors.