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 a stockbroker or other registered dealer in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in **Beauty Farm Medical and Health Industry Inc.**, you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or 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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Beauty Farm Medical and Health Industry Inc.
美麗田園醫療健康產業有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2373)

PROPOSED RE-ELECTION OF DIRECTORS; PROPOSED DECLARATION AND PAYMENT OF FINAL DIVIDEND; PROPOSED RE-APPOINTMENT OF AUDITOR; PROPOSED GRANTING OF GENERAL MANDATES TO REPURCHASE SHARES AND TO ISSUE SHARES AND/OR SELL OR TRANSFER TREASURY SHARES; PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION AND PROPOSED ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION; AND NOTICE OF ANNUAL GENERAL MEETING

A notice convening the annual general meeting of Beauty Farm Medical and Health Industry Inc. to be held at New York Meeting Room, 62nd Floor, The Center, 99 Queen's Road Central, Central, Hong Kong on Friday, June 26, 2026 at 9:30 a.m. is set out in this circular.

Whether or not you are able to attend the Annual General Meeting, please complete and sign the enclosed form of proxy for use at the Annual General Meeting in accordance with the instructions printed thereon and return it to the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for holding the Annual General Meeting or any adjournment thereof (as the case may be) (for Annual General Meeting, i.e. not later than 9:30 a.m. on Wednesday, June 24, 2026). Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the Annual General Meeting if they so wish. For the avoidance of doubt, holders of treasury Shares of the Company, if any, shall abstain from voting at the Company's general meeting in connection to such treasury Shares.

This circular together with the form of proxy are also published on the website of Hong Kong Exchanges and Clearing Limited (http://www.hkexnews.hk) and the website of the Investor Relations of the Company (https://ir.beautyfarm.com.cn/cn/).

References to times and dates in this circular are to Hong Kong time and dates.

In the event of any inconsistency, the English version of this circular shall prevail over the Chinese version.

* *For identification purposes only*

May 28, 2026

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

"Annual General Meeting" or "AGM"	the annual general meeting of the Company to be held at New York Meeting Room, 62nd Floor, The Center, 99 Queen's Road Central, Central, Hong Kong on Friday, June 26, 2026 at 9:30 a.m. to consider and, if appropriate, to approve the resolutions contained in the notice of the meeting which is set out on pages 60 to 65 of this circular, or any adjournment thereof
"Articles of Association"	the second amended and restated articles of association of the Company currently in force
"Audit Committee"	the audit committee of the Board
"Beauty Farm" or "Company"	Beauty Farm Medical and Health Industry Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands on February 10, 2022
"Board" or "Board of Directors"	the board of directors of the Company
"China" or "PRC"	the People's Republic of China, which, for the purpose of this circular and for geographical reference only, excludes Hong Kong, Macau and Taiwan
"Director(s)"	the director(s) of the Company or any one of them
"Group", "our Group", "our", "we", or "us"	the Company and its subsidiaries, or any one of them as the context may require or, where the context refers to any time prior to its incorporation, the business which its predecessors or the predecessors of its present subsidiaries, or any one of them as the context may require, were or was engaged in and which were subsequently assumed by it
"HK$"	Hong Kong dollars and cents respectively, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC

"Issuance Mandate"	the general mandate proposed to be granted to the Board to allot, issue or deal with additional Shares (including any sale or transfer of treasury shares) of not exceeding 20% of the total number of issued shares of the Company (excluding any treasury shares) as at the date of passing of the proposed ordinary resolution contained in item 11 of the notice of the Annual General Meeting
"Latest Practicable Date"	May 26, 2026, being the latest practicable date prior to the publication 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 (as amended, supplemented or otherwise modified from time to time)
"Memorandum and Articles of Association"	the second amended and restated memorandum and articles of association of the Company adopted on February 20, 2024 and currently in force
"New M&A"	the proposed amended and restated memorandum and articles of association of the Company, subject to the consideration and approval of the Shareholders by way of a special resolution at the AGM, which will become effective upon approval by the Shareholders at the AGM
"Nomination Committee"	the nomination committee of the Board
"Remuneration Committee"	the remuneration committee of the Board
"Repurchase Mandate"	the general mandate proposed to be granted to the Board to repurchase Shares on the Stock Exchange of not exceeding 10% of the total number of issued shares of the Company (excluding any treasury shares) as at the date of passing of the proposed ordinary resolution contained in item 10 of the notice of the Annual General Meeting
"SFO"	the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong (as amended, supplemented or otherwise modified from time to time)
"Shanghai Beauty Farm"	Shanghai Beauty Farm Medical and Health Industry (Group) Co., Ltd. (上海美麗田園醫療健康產業(集團)有限公司)
"Share(s)"	ordinary share(s) in the share capital of the Company with a nominal or par value of US$0.000005 each

"Shareholder(s)"	holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Takeovers Codes"	the Codes on Takeovers and Mergers and Share Buybacks issued by the Securities and Futures Commission of Hong Kong (as amended, supplemented or otherwise modified from time to time)
"treasury shares"	has the meaning ascribed to it under the Listing Rules
%	per cent

Beauty Farm Medical and Health Industry Inc.
美麗田園醫療健康產業有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2373)

Executive Directors:
Mr. LI Yang *(Chairman)*
Mr. LIAN Songyong
(Chief Executive Officer, Vice Chairman)

Non-executive Directors:
Ms. LI Fangyu
Mr. GAO Jianming
Ms. YI Lin

Independent Non-executive Directors:
Mr. FAN Mingchao
Mr. LIU Teng
Mr. JIANG Hua

Registered Office:
Floor 4, Willow House
Cricket Square
Grand Cayman
KY1-9010
Cayman Islands

Headquarters and Principal Place of Business in the PRC:
Unit 1206, 12th Floor
No. 1089 Dongdaming Road
Hongkou District
Shanghai
PRC

Principal Place of Business in Hong Kong:
Room 1901, 19/F, Lee Garden One
33 Hysan Avenue
Causeway Bay
Hong Kong

May 28, 2026

To the Shareholders

Dear Sir/Madam,

PROPOSED RE-ELECTION OF DIRECTORS; PROPOSED DECLARATION AND PAYMENT OF FINAL DIVIDEND; PROPOSED RE-APPOINTMENT OF AUDITOR; PROPOSED GRANTING OF GENERAL MANDATES TO REPURCHASE SHARES AND TO ISSUE SHARES AND/OR SELL OR TRANSFER TREASURY SHARES; PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION AND PROPOSED ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION; AND NOTICE OF ANNUAL GENERAL MEETING

* *For identification purposes only*

1. INTRODUCTION

The purpose of this circular is to provide the Shareholders with information in respect of certain resolutions to be proposed at the Annual General Meeting.

2. PROPOSED RE-ELECTION OF DIRECTORS

In accordance with Article 16.18 of the Articles of Association, at every annual general meeting of the Company one-third of the Directors for the time being (or, if their number is not three or a multiple of three, then the number nearest to, but not less than, one-third) shall retire from office by rotation provided that every Director (including those appointed for a specific term) shall be subject to retirement by rotation at least once every three years.

In accordance with Article 16.2 of the Articles of Association, the Board shall have power from time to time and at any time to appoint any person as a Director either to fill a casual vacancy or as an addition to the Board. Any Director so appointed shall hold office only until the first annual general meeting of the Company after his appointment and shall then be eligible for re-election at that meeting.

Therefore, in accordance with Article 16.18 of the Articles of Association, Mr. Lian Songyong, Ms. Li Fangyu and Mr. Liu Teng will retire by rotation at the Annual General Meeting and Mr. Gao Jianming and Ms. Yi Lin will retire at the Annual General Meeting in accordance with Article 16.2 of the Articles of Association. All of them, being eligible, will offer themselves for re-election at the Annual General Meeting.

The Nomination Committee had assessed and reviewed the independent non-executive Directors' written confirmation of independence based on the independence criteria as set out in Rule 3.13 of the Listing Rules and confirmed that each independent non-executive Director remains independent. The Nomination Committee is of the view that Mr. Liu Teng can bring compliance risk control and financial management knowledge to the Board and contribute to the Board's diversity. The Nomination Committee is also not aware of any circumstance that might influence Mr. Liu Teng in exercising independent judgment, and is satisfied that Mr. Liu Teng has the required character, integrity, independence and experience to fulfil the role of independent non-executive director. In addition, the Nomination Committee had evaluated the performance of each of the retiring Directors, as applicable, during the year ended December 31, 2025 based on the nomination policy of the Company and found their performance satisfactory. The Nomination Committee also considered that each of the retiring Directors' experience, skills and other perspectives as set out in Appendix I to this circular can bring further contributions to the Board and its diversity. Therefore, with the recommendation of the Nomination Committee, the Board has proposed that all of the retiring Directors stand for re-election as Directors at the Annual General Meeting. The Board believes that the continuous appointment of the retiring Directors contributes to the stability and diversity of the Board. Ordinary resolutions in respect of the re-election of Mr. Lian Songyong as an executive Director and Vice Chairman of the Board and Ms. Li Fangyu, Mr. Gao Jianming and Ms. Yi Lin as non-executive Directors and Mr. Liu Teng as an independent non-executive Director will be proposed at the Annual General Meeting for consideration and approval by the Shareholders.

As a good corporate governance practice, each of the retiring Directors abstained from voting at the relevant Board and Board committees meetings in respect of the proposition of his/her recommendation for re-election by the Shareholders.

Details of the above retiring Directors proposed to be re-elected at the Annual General Meeting are set out in Appendix I to this circular.

3. PROPOSED DECLARATION AND PAYMENT OF FINAL DIVIDEND

As announced by the Company in its announcement dated March 27, 2026 regarding the annual results of the Group for the year ended December 31, 2025, the Board recommended the declaration and payment of a final dividend of HK$0.72 per Share to the Shareholders subject to approval by the Shareholders at the Annual General Meeting by way of an ordinary resolution.

4. PROPOSED RE-APPOINTMENT OF AUDITOR

PricewaterhouseCoopers will retire as the auditor of the Company at the Annual General Meeting and, being eligible, offer themselves for re-appointment. Following the recommendation of the Audit Committee, the Board proposed to re-appoint PricewaterhouseCoopers as the auditor of the Company with a term expiring upon the next annual general meeting of the Company, and the Board proposed to be authorized to fix its remuneration. An ordinary resolution in respect of the re-appointment of PricewaterhouseCoopers, as the auditor of the Company, will be proposed at the Annual General Meeting for consideration and approval by the Shareholders.

It is currently estimated that the remuneration with respect to the auditor's audit services for the year 2026 will be approximately RMB4.38 million. The estimated amount has taken into account, amongst others, the historical fees of the auditor, the expected audit scope and resources required to be committed by the auditor given the Company's business, and will be subject to confirmation and adjustment based on the actual work to be carried out by the auditor.

5. PROPOSED GRANTING OF GENERAL MANDATE TO REPURCHASE SHARES

Pursuant to the annual general meeting of the Company held on June 27, 2025, a general mandate was granted to the Board to repurchase Shares. Such mandate will lapse at the conclusion of the AGM.

In order to give the Company the flexibility to repurchase Shares if and when appropriate, an ordinary resolution will be proposed at the Annual General Meeting to approve the granting of the Repurchase Mandate to the Board to repurchase Shares on the Stock Exchange of not exceeding 10% of the total number of issued shares of the Company (excluding any treasury shares) as at the date of passing of the proposed ordinary resolution contained in item 10 of the notice of the Annual General Meeting (i.e. a total of 24,936,721 Shares on the basis that the issued shares of the Company remain unchanged on the date of the Annual General Meeting).

An explanatory statement required by the Listing Rules to provide the Shareholders with requisite information reasonably necessary for them to make an informed decision on whether to vote for or against the granting of the Repurchase Mandate is set out in Appendix II to this circular.

6. PROPOSED GRANTING OF GENERAL MANDATE TO ISSUE SHARES AND/OR SELL OR TRANSFER TREASURY SHARES

Pursuant to the annual general meeting of the Company held on June 27, 2025, a general mandate was granted to the Board to issue Shares. Such mandate will lapse at the conclusion of the AGM.

In order to give the Company the flexibility to issue Shares (including any sale or transfer of treasury shares) if and when appropriate, an ordinary resolution will be proposed at the Annual General Meeting to approve the granting of the Issuance Mandate to the Board to allot, issue or deal with additional Shares (including any sale or transfer of treasury shares) of not exceeding 20% of the total number of issued shares of the Company (excluding any treasury shares) as at the date of passing of the proposed ordinary resolution contained in item 11 of the notice of the Annual General Meeting (i.e. a total of 49,873,443 Shares on the basis that the issued shares of the Company remains unchanged on the date of the Annual General Meeting). An ordinary resolution to extend the Issuance Mandate will also be proposed at the Annual General Meeting. The proposed grant will increase the number of shares that may be repurchased by the Company under the Repurchase Mandate.

As at the Latest Practicable Date, 249,367,215 Shares (excluding any treasury shares) were in issue and the Company has held 2,226,500 treasury shares.

7. PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION AND PROPOSED ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION

As disclosed in the announcement of the Company dated May 26, 2026, the Board proposed to amend certain provisions of the Memorandum and Articles of Association by way of adoption of the New M&A, to (i) reflect and comply with the latest regulatory requirements, including the requirements under the Listing Rules regarding hybrid meetings and electronic voting; and (ii) make other consequential and housekeeping amendments that such amendments are consistent with the applicable law and the Listing Rules (the "**Proposed Amendments**"), in substitution and exclusion of the existing memorandum and articles of association of the Company.

The Proposed Amendments and the proposed adoption of the New M&A is subject to, and will be effective upon the approval of the Shareholders by way of a special resolution at the AGM.

The legal advisers to the Company as to Hong Kong laws and Cayman Islands laws have respectively confirmed that the New M&A conform with the applicable requirements under the Listing Rules and the applicable laws of the Cayman Islands. There is nothing unusual about the New M&A for a company listed on the Stock Exchange.

The details of the principal Proposed Amendments are set out in Appendix III to this circular. The Chinese translation of the New M&A is for reference only. In case of any discrepancy or inconsistency between the English and Chinese versions, the English version shall prevail. Prior to passing of the special resolution at the AGM, the Memorandum and Articles of Association shall remain valid.

8. ANNUAL GENERAL MEETING AND PROXY ARRANGEMENT

The notice of the Annual General Meeting is set out on pages 60 to 65 of this circular.

There is no Shareholder who has any material interest in any of the resolutions to be proposed at the Annual General Meeting, and therefore none of the Shareholder is required to abstain from voting on such resolution. Pursuant to Rule 13.39(4) of the Listing Rules, any vote of Shareholders at a general meeting must be taken by poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. An announcement on the poll results will be published by the Company after the Annual General Meeting in the manner prescribed under Rule 13.39(5) and Rule 13.39(5A) of the Listing Rules.

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 website of the Stock Exchange (http://www.hkexnews.hk) and the website of the Investor Relations of the Company (https://ir.beautyfarm.com.cn/cn/). To be valid, the form of proxy must be completed and signed in accordance with the instructions printed thereon and deposited, 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 at the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for holding the Annual General Meeting or any adjournment thereof (as the case maybe) (for Annual General Meeting, i.e. not later than 9:30 a.m. on Wednesday, June 24, 2026). Completion and return of the form of proxy will not preclude you from attending and voting at the Annual General Meeting in person if you so wish. For the avoidance of doubt, holders of treasury shares of the Company, if any, shall abstain from voting at the Company's general meeting in connection to such treasury Shares.

9. RECOMMENDATION

The Board considers that the proposed re-election of Directors, authorizing the Board of Directors to fix the respective Director's remuneration, the proposed final dividend of HK$0.72 per Share, the proposed re-appointment of PricewaterhouseCoopers as auditor of the Company, granting of the Repurchase Mandate, the Issuance Mandate, the extension of the Issuance Mandate, the Proposed Amendments to the Memorandum and Articles of Association and the proposed adoption of the New M&A are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends the Shareholders to vote in favour of the relevant resolutions to be proposed at the Annual General Meeting.

Yours faithfully,
By Order of the Board
Beauty Farm Medical and Health Industry Inc.
LI Yang
Chairman and executive Director

The following are details of the Directors who will retire and being eligible, offer themselves for re-election at the Annual General Meeting.

EXECUTIVE DIRECTOR

Mr. LIAN Songyong (連松泳), aged 55, joined our Group as our director and general manager of Shanghai Beauty Farm in November 2015. Mr. Lian was appointed as our Director in February 2022 and was redesignated as our executive Director in March 2022, and as vice chairman of our Board in March 2022. He is primarily responsible for the overall management of our Group, and decision-making in respect of major matters such as overall strategies.

Mr. Lian has over 20 years of experience in the cosmetics industry. Prior to joining our Group, from October 2004 to December 2008, Mr. Lian was the deputy general manager at Henan Plastic Surgery Hospital Co., Ltd. (河南整形美容醫院有限公司). From January 2009 to August 2015, he was the general manager at Beijing Mansimei Medical Technology Co., Ltd. (北京曼思美醫療技術有限公司).

Mr. Lian obtained his master's degree in business management from Tsinghua University (清華大學) in Beijing, PRC in January 2003.

As at the Latest Practicable Date, Mr. Lian was interested in 115,209,000 Shares within the meaning of Part XV of the SFO, representing approximately 46.20% of the total number of issued shares of the Company (excluding treasury shares).

NON-EXECUTIVE DIRECTORS

Ms. LI Fangyu (李方雨) (with former name LI Fangqian (李芳芊)), aged 36, joined our Group as a business manager in May 2016. She was appointed as our Director in February 2022 and was redesignated as our non-executive Director in March 2022, and in this capacity she is primarily responsible for the overall management, business, and strategy of our Group and oversight of the commercial suitability and sustainability of our Group.

Ms. Li obtained her undergraduate degree in science majoring in management from the London School of Economics and Political Science (倫敦政治經濟學院) in London, United Kingdom in July 2012.

Ms. Li is the daughter of Mr. Li Yang, the Chairman of the Board of the Company.

As at the Latest Practicable Date, Ms. Li was interested in 115,209,000 Shares within the meaning of Part XV of the SFO, representing approximately 46.20% of the total number of issued shares of the Company (excluding treasury shares).

Mr. GAO Jianming (高建明), aged 59, was appointed as our non-executive Director in August 2025. He currently serves as chairman of Shanghai Homsun Equity Investment Fund Management Co., Ltd. (上海弘信股權投資基金管理有限公司), and also a shareholder of Naturade Health Technology Co., Ltd. (奈瑞兒健康科技有限公司) and concurrently the independent non-executive director of Softcare Limited (HKEX: 02698) from June 2025. Mr. Gao has over 30 years of experience in capital markets, investment management and corporate management.

In addition, Mr. Gao has worked at the finance department of Shanghai University of Finance and Economics (上海財經大學), and held several directorships in the listed companies: (i) the independent director of Guangdong Keda Mechanical Electrical Co., Ltd. (廣東科達機電股份有限公司) (now known as Keda Industrial Group Co., Ltd. (科達製造股份有限公司)), (SH: 600499; SWX:KEDA) from August 2006 to August 2007; and (ii) the director of Guangzhou Haozhi Industrial Co., LTD (廣州市昊志機電股份有限公司), (SZ: 300503) from July 2014 to July 2020.

Mr. Gao obtained his bachelor's degree in economics in July 1985 and his master's degree in economics in January 1988 from the Shanghai Institute of Finance and Economics (中國上海財經學院) (now known as Shanghai University of Finance and Economics (上海財經大學)) in the PRC. Mr. Gao also obtained a doctor's degree in political economy from Fudan University (復旦大學) in the PRC in July 2002.

Ms. YI Lin (易琳), aged 44, was appointed as our non-executive Director in August 2025. She currently serves as a partner at Beijing Defu Yue'an Investment Consultancy Limited (北京德福悦安投資顧問有限公司) ("**Defu Capital**"). She has nearly 20 years of experience in investment and financing, investor relations, and financial management within China's healthcare industry, along with an extensive network of resources in the medical industry. DeFu Capital, where Ms. Yi is based, has invested in or acquired healthcare companies such as Jinxin Fertility (HKEX: 1951), Gaush Meditech (HKEX: 2407), Biokin Pharmaceutical (SH: 688506), Easton Biopharmaceuticals (SH: 688513), and Zylox-Tonbridge Medical (HKEX: 2190).

Ms. Yi previously worked at PricewaterhouseCoopers Zhong Tian LLP (普華永道中天會計師事務所), where she was responsible for auditing and assurance services.

Ms. Yi obtained her bachelor's degree in literature from University of International Business and Economics (對外經濟貿易大學) in the PRC in July 2006. She also obtained her Master of Business Administration (MBA) degree from Guanghua School of Management, Peking University (北京大學光華管理學院) in the PRC in July 2016.

As at the Latest Practicable Date, Ms. Yi was interested in 61,000 Shares within the meaning of Part XV of the SFO, representing approximately 0.02% of the total number of issued shares of the Company (excluding treasury shares).

INDEPENDENT NON-EXECUTIVE DIRECTOR

Mr. LIU Teng (劉騰), aged 57, was duly appointed as the independent non-executive Director of the Company since the Listing in January 2023 and is primarily responsible for supervising and providing independent advice to our Board.

Mr. Liu has extensive experience in financial management and investment banking. He worked at China Ping An Insurance (Hong Kong) Co., Ltd. from June 1999 to September 2007. He worked at Taikang Asset Management (Hong Kong) Company Limited from August 2008 to October 2010. He then worked as an executive director in China Orient International Asset Management Limited from February 2012 to March 2015. From October 2015 to September 2018, he worked at China Universal Asset Management (Hong Kong) Company Limited with his last position held as a deputy chief executive officer. Since September 2018, he has been the chairman and SFC licensed responsible officer at China Eagle Asset Management Limited, primarily responsible for overall investment research, compliance risk control, and financial operations.

Since December 2020, Mr. Liu has been an independent non-executive director at Raily Aesthetic Medicine International Holdings, a medical beauty company listed on the Stock Exchange (stock code: 2135), where he is the chairman of the audit committee and a member of the remuneration committee.

Mr. Liu obtained a Master of Arts in Professional Accounting and Information Systems from the City University of Hong Kong in November 2004. He was admitted as a member of the Association of Chartered Certified Accountants in October 2006, and became a certified public accountant of Hong Kong Institute of Certified Public Accountants in February 2007.

Each of Mr. Lian Songyong, being an executive Director, Ms. Li Fangyu, Mr. Gao Jianming, Ms. Yi Lin, being non-executive Directors and Mr. Liu Teng, being an independent non-executive Director has entered into a service agreement or letter of appointment with the Company for a term of three years and subject always to re-election as and when required under the Articles of Association, until terminated in accordance with the terms and conditions of the service agreement or letter of appointment or by either party giving to the other not less than one month notice in writing. The non-executive Directors are not entitled to any annual director's fee, while Mr. Lian Songyong is not entitled to remuneration in his capacity as the vice chairman of the Board and an executive Director; and the independent non-executive Director is entitled to an annual fee of approximately HK$200,000, which have been determined by the remuneration committee of the Company and the Board with reference to the performance, duties and responsibilities with the Company and the prevailing market condition. Mr. Liu Teng, being an independent non-executive director of the Company eligible for re-election at the AGM, has made an annual confirmation of independence pursuant to Rule 3.13 of the Listing Rules.

Save as disclosed above, none of the Directors has or is proposed to have entered into any service agreement or letter of appointment with any member of the Group (excluding agreements expiring or determinable by any member of the Group within one year without payment of compensation other than statutory compensation).

Save as disclosed herein and as at the Latest Practicable Date, each of the above Directors does not have, and is not deemed to have any interests or short positions in any Shares, underlying Shares or interests in debentures of the Company and its associated corporations within the meaning of Part XV of the SFO.

Save as disclosed herein and as at the Latest Practicable Date, each of the above Directors has not held any directorships in other listed public companies during the past three years, does not have any other major appointments and professional qualifications, does not hold any other position with the Company or other members of the Group and does not have any other relationships with any of the other Directors, senior management, substantial shareholders or controlling shareholders of the Company.

Save as disclosed above, there are no other matters concerning each of the Directors that need to be brought to the attention of the Shareholders in connection with his re-election and there is no other information that should be disclosed pursuant to Rule 13.51(2)(h) to (v) of the Listing Rules.

The following is an explanatory statement required by the Listing Rules to provide the Shareholders with requisite information reasonably necessary for 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. SHARES IN ISSUE

As at the Latest Practicable Date, the issued share capital of the Company comprised 249,367,215 Shares (excluding any treasury shares) and the Company has held 2,226,500 treasury shares. Subject to the passing of the resolution granting the Repurchase Mandate and on the basis that no further Shares are issued or repurchased after the Latest Practicable Date and up to the date of the Annual General Meeting, the Company will be allowed to repurchase a maximum of 24,936,721 Shares (calculated based on 10% of the total issued shares of the Company (excluding any treasury shares)) during the period ending on the earliest of (i) the conclusion of the next annual general meeting of the Company, unless renewed by an ordinary resolution of the shareholders in a general meeting, either unconditionally or subject to conditions; (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association or any applicable law of the Cayman Islands to be held; or (iii) the date upon which such authority is revoked, varied or renewed by a resolution of the Shareholders in general meeting prior to the next annual general meeting of the Company.

2. REASONS FOR REPURCHASE

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

3. FUNDING OF REPURCHASES

The Company may only apply funds legally available for repurchase in accordance with the Articles of Association, the laws of Cayman Islands and/or any other applicable laws, as the case may be.

4. IMPACT OF REPURCHASE

There might be an adverse impact on the working capital or gearing position of the Company in the event that the Repurchase Mandate was to be carried out in full at any time during the proposed repurchase period. However, the Board does not intend 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 Board are from time to time appropriate for the Company.

5. STATEMENT FROM THE DIRECTORS

The Board will exercise the Repurchase Mandate in accordance with the Listing Rules and the applicable laws of the Cayman Islands. Neither this Explanatory Statement nor the Repurchase Mandate has any unusual features.

6. MARKET PRICES OF SHARES

The highest and lowest prices per Share at which Shares have been traded on the Stock Exchange during the 12 calendar months preceding the Latest Practicable Date were as follows:

Month	**Highest** *HK$*	**Lowest** *HK$*
2025		
May	19.60	16.02
June	31.50	16.86
July	31.75	26.00
August	35.64	25.80
September	41.60	33.80
October	38.88	28.30
November	30.72	21.16
December	28.20	24.32
2026		
January	29.20	23.76
February	26.90	24.10
March	25.42	18.06
April	22.04	19.15
May (up to the Latest Practicable Date)	20.80	18.50

7. GENERAL

To the best of Board's knowledge and having made all reasonable enquiries, none of the Directors nor any of their respective close associates (as defined in the Listing Rules) have any present intention to sell any Shares to the Company in the event that the granting of the Repurchase Mandate is approved by the Shareholders.

The Company has not been notified by any core connected persons (as defined in the Listing Rules) of the Company that they have a present intention to sell any Shares to the Company, or that they have undertaken not to sell any Shares held by them to the Company in the event that the granting of the Repurchase Mandate is approved by the Shareholders.

The Board has undertaken to the Stock Exchange to exercise the power of the Company to repurchase Shares pursuant to the Repurchase Mandate in accordance with the Listing Rules and the applicable laws of Cayman Islands.

The Company may cancel such repurchased Shares or hold them as treasury shares, subject to market conditions and the Group's capital management needs at the relevant time of the repurchases.

For any treasury shares deposited with CCASS pending resale on the Stock Exchange, the Company shall (i) procure its broker not to give any instructions to HKSCC to vote at general meetings of the Company for the treasury shares deposited with CCASS; and (ii) in the case of dividends or distributions, 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, or take any other measures to ensure that it will not exercise any shareholders' rights or receive any entitlements which would otherwise be suspended under the applicable laws if those Shares were registered in its own name as treasury shares.

8. TAKEOVERS CODES

If as a result of a repurchase of 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 of voting rights for the purposes of the Takeovers Codes. Accordingly, a Shareholder or a group of Shareholders acting in concert (within the meaning under the Takeovers Codes), depending on the level of increase in the Shareholders' interest, could obtain or consolidate control of the Company and thereby become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Codes.

To the best knowledge of the Company, as at the Latest Practicable Date, Mr. Li Yang, Ms. Li Fangyu, Mr. Lian Songyong, Ms. Niu Guifen, Mr. Cui Yuanjun and Ms. Yuan Huimin have entered into a concert party agreement to confirm that they have acted in concert in the management, decision-making and all major decisions of our Group, as such, each of them are deemed to be interested in the Shares each other is interested in. They are therefore collectively interested in the voting rights of 115,209,000 Shares, representing 46.20% of the total number of issued shares of the Company (excluding treasury shares). In the event that the Board exercises the proposed Repurchase Mandate in full, the aggregate shareholding interest of the above persons would be increased to approximately 51.33% of the total issued shares of the Company (excluding treasury shares). The Board considers that such increase in shareholding may give rise to an obligation to make a mandatory offer under Rule 26 of the Takeovers Code if the above repurchases are implemented in full. The Board does not have any present intention to exercise the proposed Repurchase Mandate to such an extent as would give rise to such an obligation. The Board also does not propose to repurchase Shares which would result in the number of issued Shares of the Company held by the public to be less than 25% (being the prescribed minimum percentage of Shares in public hands required by the Stock Exchange).

9. REPURCHASE MADE BY THE COMPANY

During the six months immediately preceding the Latest Practicable Date, the Company repurchased a total of 1,621,000 Shares on the Stock Exchange for an aggregate consideration of approximately HK$35 million excluding expenses. These repurchased Shares are held as treasury shares (as defined under the Listing Rules). Details of the repurchases are as follows:

Date of Purchase	Highest Price Paid *(HK$/Share)*	Lowest Price Paid *(HK$/Share)*	No. of Shares Repurchased	Aggregate Consideration Paid *(HK$)*
November 27, 2025	24.04	22.80	100,000	2,379,520.00
November 28, 2025	25.34	24.46	80,000	2,007,420.00
December 1, 2025	25.34	24.60	80,000	2,000,780.00
December 3, 2025	26.10	25.96	74,500	1,942,850.00
January 8, 2026	26.00	25.44	17,500	453,750.00
January 9, 2026	26.90	25.70	41,500	1,081,020.00
January 12, 2026	25.46	25.24	19,500	494,650.00
January 28, 2026	27.22	26.80	46,500	1,256,280.00
March 30, 2026	19.35	19.03	60,000	1,149,200.00
March 31, 2026	20.38	19.70	30,000	605,120.00
April 1, 2026	20.48	19.92	58,500	1,170,460.00
April 2, 2026	19.98	19.16	50,000	972,400.00
April 8, 2026	20.60	20.12	50,000	1,010,840.00
April 9, 2026	20.32	19.96	45,000	905,105.00
April 10, 2026	20.44	20.00	60,000	1,212,870.00
April 13, 2026	20.68	19.95	7,000	140,750.00
April 14, 2026	20.60	20.28	32,000	653,650.00
April 15, 2026	20.58	20.36	38,000	778,260.00
April 17, 2026	20.84	20.66	14,500	300,500.00
April 20, 2026	21.00	20.80	10,000	209,080.00
April 21, 2026	21.16	20.66	37,000	777,160.00
April 22, 2026	20.70	20.34	36,500	752,270.00
April 23, 2026	21.10	20.86	12,500	262,810.00
April 24, 2026	21.00	20.72	25,000	523,090.00
April 27, 2026	21.50	21.12	13,500	288,110.00
April 28, 2026	21.10	20.66	50,000	1,045,710.00
April 29, 2026	21.00	20.52	29,000	603,430.00
April 30, 2026	20.60	20.14	34,500	701,750.00
May 4, 2026	20.50	20.30	17,000	347,100.00
May 5, 2026	20.20	19.63	60,000	1,194,975.00
May 6, 2026	19.94	19.58	38,000	749,985.00
May 7, 2026	20.10	19.94	29,000	580,845.00
May 8, 2026	20.04	19.57	52,500	1,044,340.00
May 11, 2026	19.76	19.34	30,000	587,620.00
May 12, 2026	19.74	19.29	43,500	854,205.00

Date of Purchase	Highest Price Paid *(HK$/Share)*	Lowest Price Paid *(HK$/Share)*	No. of Shares Repurchased	Aggregate Consideration Paid *(HK$)*
May 13, 2026	19.44	19.13	19,500	376,470.00
May 14, 2026	18.91	18.59	30,000	563,040.00
May 15, 2026	19.24	18.87	23,000	438,285.00
May 18, 2026	19.65	18.92	20,000	390,555.00
May 19, 2026	20.10	19.26	20,000	396,540.00
May 20, 2026	19.88	19.56	22,000	434,415.00
May 21, 2026	20.20	19.72	22,000	438,735.00
May 22, 2026	19.86	19.70	22,000	435,695.00
May 26, 2026	19.85	19.61	20,000	394,655.00

COMPARISON TABLE OF AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION

Details of the proposed amendments to the Memorandum and Articles of Association are set out below (text to be deleted is indicated by strikethrough, text to be added is indicated by underline and bold font). Amendments to certain provisions in either the Chinese or English version of the Memorandum and Articles of Association shall not apply to the other version, as the case may be. The Memorandum and Articles of Association are written in English. In case of any inconsistency between the English and Chinese version, the English version shall prevail.

Proposed Amendments	**After Amendments**
THE COMPANIES ACT (AS REVISED) OF THE CAYMAN ISLANDS COMPANY LIMITED BY SHARES ~~SECOND~~**THIRD** AMENDED AND RESTATED MEMORANDUM AND ARTICLES OF ASSOCIATION OF BEAUTY FARM MEDICAL AND HEALTH INDUSTRY INC. (adopted by special resolution passed on ~~February 20, 2024~~**June 26, 2026**)	THE COMPANIES ACT (AS REVISED) OF THE CAYMAN ISLANDS COMPANY LIMITED BY SHARES THIRD AMENDED AND RESTATED MEMORANDUM AND ARTICLES OF ASSOCIATION OF BEAUTY FARM MEDICAL AND HEALTH INDUSTRY INC. (adopted by special resolution passed on June 26, 2026)
~~SECOND~~**THIRD** AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION OF BEAUTY FARM MEDICAL AND HEALTH INDUSTRY INC. (adopted by special resolution passed on ~~February 20, 2024~~**June 26, 2026**)	THIRD AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION OF BEAUTY FARM MEDICAL AND HEALTH INDUSTRY INC. (adopted by special resolution passed on June 26, 2026)
~~SECOND~~**THIRD** AMENDED AND RESTATED ARTICLES OF ASSOCIATION OF BEAUTY FARM MEDICAL AND HEALTH INDUSTRY INC. (adopted by special resolution passed on ~~February 20, 2024~~**June 26, 2026**)	THIRD AMENDED AND RESTATED ARTICLES OF ASSOCIATION OF BEAUTY FARM MEDICAL AND HEALTH INDUSTRY INC. (adopted by special resolution passed on June 26, 2026)

In these Articles, unless there be something in the subject or context inconsistent ~~therewith~~**herewith**:	In these Articles, unless there be something in the subject or context inconsistent herewith:
"Actionable Corporate Communication" shall have the meaning given to it in the Listing Rules.	"Actionable Corporate Communication" shall have the meaning given to it in the Listing Rules.
"announcement" shall mean any official publication of a notice or document of the Company, including any publication, subject to and to such extent permitted by the Listing Rules, by electronic communication or by advertisement published in the newspapers or in such manner or means ascribed and permitted by the Listing Rules and applicable laws.	"announcement" shall mean any official publication of a notice or document of the Company, including any publication, subject to and to such extent permitted by the Listing Rules, by electronic communication or by advertisement published in the newspapers or in such manner or means ascribed and permitted by the Listing Rules and applicable laws.
"competent regulatory authority" shall mean a competent regulatory authority in the territory where the shares of the Company are listed or quoted on a stock exchange in such territory.	"competent regulatory authority" shall mean a competent regulatory authority in the territory where the shares of the Company are listed or quoted on a stock exchange in such territory.
"Corporate Communication" shall have the meaning given to it in the Listing Rules.	"Corporate Communication" shall have the meaning given to it in the Listing Rules.
"electronic communication" shall mean a communication, sent, transmitted, conveyed or received by wired or wireless means, by radio, by optical means, by electronic means or by other magnetic or virtual means in any form through any medium.	"electronic communication" shall mean a communication, sent, transmitted, conveyed or received by wired or wireless means, by radio, by optical means, by electronic means or by other magnetic or virtual means in any form through any medium.
"electronic facilities" shall mean video, video-conferencing, internet or online conferencing applications, telephone or tele-conferencing and/or any other video communication, internet or online conferencing application or telecommunications or other electronic meeting technology by means of which all persons participating in a meeting are capable of hearing and being heard by each other and all members' rights to speak and vote at the meeting are maintained.	"electronic facilities" shall mean video, video-conferencing, internet or online conferencing applications, telephone or tele-conferencing and/or any other video communication, internet or online conferencing application or telecommunications or other electronic meeting technology by means of which all persons participating in a meeting are capable of hearing and being heard by each other and all members' rights to speak and vote at the meeting are maintained.

"electronic meeting" shall mean a general meeting held and conducted wholly and exclusively by virtual attendance and participation by members and/or proxies (and any other permitted participants of such meeting, including, without limitation, the chairman of such meeting and any Directors) by means of electronic facilities.	"electronic meeting" shall mean a general meeting held and conducted wholly and exclusively by virtual attendance and participation by members and/or proxies (and any other permitted participants of such meeting, including, without limitation, the chairman of such meeting and any Directors) by means of electronic facilities.
"hybrid meeting" shall mean a general meeting convened for the (i) physical attendance and participation by members and/or proxies (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by members and/or the proxies (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) by means of electronic facilities.	"hybrid meeting" shall mean a general meeting convened for the (i) physical attendance and participation by members and/or proxies (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by members and/or the proxies (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) by means of electronic facilities.
"Meeting Location(s)" shall have the meaning given to it in Article 13.1(a).	"Meeting Location(s)" shall have the meaning given to it in Article 13.1(a).
"notice" means written notice unless otherwise specifically stated in these Articles and, where the context so requires, shall include any other document (including any "Corporate Communication" and "Actionable Corporate Communication") 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.	"notice" means written notice unless otherwise specifically stated in these Articles and, where the context so requires, shall include any other document (including any "Corporate Communication" and "Actionable Corporate Communication") 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.

"physical meeting" shall mean a general meeting held and conducted by physical attendance and participation by members and/or proxies (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) at the Principal Meeting Place and/or where applicable, one or more Meeting Locations.	"physical meeting" shall mean a general meeting held and conducted by physical attendance and participation by members and/or proxies (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) at the Principal Meeting Place and/or where applicable, one or more Meeting Locations.
"Present" ~~means, in respect of any person, such person's presence~~**when determining a person's presence** at a general meeting~~ of members, which may be satisfied~~**, shall include, such person's presence at a general meeting** by means of such person or, ~~in the case of a member being a corporation~~**if such person is not a natural person**, its duly ~~authorized~~**authorised** representative~~(~~**,** or, in the case of any member, a proxy which has been validly appointed by such member in accordance with these Articles~~)~~**, in each case**, being: ~~(a) physically present at the venue specified in the notice convening the meeting; or~~**(a) physically present at the meeting; or** (b) in the case of any meeting at which ~~Communications Facilities~~**electronic facilities** are permitted in accordance with these Articles, including any ~~Virtual Meeting, connected by Communication Facilities in accordance with procedures specified in the notice convening such general meeting; and "Presence" shall be construed accordingly.~~**electronic meeting and/or hybrid meeting, connected by means of the use of such electronic facilities, and the term "presence" (and its grammatical derivatives) in the context of general meetings shall be construed accordingly.**	"Present" when determining a person's presence at a general meeting, shall include, such person's presence at a general meeting by means of such person or, if such person is not a natural person, its duly authorised representative, or, in the case of any member, a proxy which has been validly appointed by such member in accordance with these Articles, in each case, being: (a) physically present at the meeting; or (b) in the case of any meeting at which electronic facilities are permitted in accordance with these Articles, including any electronic meeting and/or hybrid meeting, connected by means of the use of such electronic facilities, and the term "presence" (and its grammatical derivatives) in the context of general meetings shall be construed accordingly.
"Principal Meeting Place" shall have the meaning given to it in Article 12.4.	"Principal Meeting Place" shall have the meaning given to it in Article 12.4.

"Statutes" shall mean the Companies Act and every other law of the legislature of the Cayman Islands for the time being in force applying to or affecting the Company, its Memorandum and/or these Articles.	"Statutes" shall mean the Companies Act and every other law of the legislature of the Cayman Islands for the time being in force applying to or affecting the Company, its Memorandum and/or these Articles.
~~"Virtual Meeting" means any general meeting of the members at which the members (and any other permitted participants of such meeting, including without limitation the Chairman and any Directors) are permitted to be Present solely by means of Communications Facilities.~~	[Deleted]
2.3 Subject as aforesaid, any words defined in the ~~Companies Act~~**Statutes** shall, if not inconsistent with the subject and/or context, bear the same meanings in these Articles.	2.3 Subject as aforesaid, any words defined in the Statutes shall, if not inconsistent with the subject and/or context, bear the same meanings in these Articles.
2.5 "Writing" or "printing" ~~shall include writing, printing, lithograph, photograph, type writing and every other mode of representing words or figures in a legible and non-transitory form and, only where used in connection with a notice served by the Company on members or other persons entitled to receive notices hereunder, shall also include a record maintained in an electronic medium which is accessible in visible form so as to be useable for subsequent reference.~~**unless the contrary intention appears, be construed as including without limitation printing, lithography, photography and other modes of representing words or figures in a visible form, and including 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 shareholder's election comply with all applicable laws, rules and regulations.**	2.5 "Writing" or "printing" unless the contrary intention appears, be construed as including without limitation printing, lithography, photography and other modes of representing words or figures in a visible form, and including 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 shareholder's election comply with all applicable laws, rules and regulations.

2.6 Sections 8 and 19(3) of the Electronic Transactions Act shall not apply **to the extent it imposes obligations or requirements in addition to those set out in these Articles**.	2.6 Sections 8 and 19(3) of the Electronic Transactions Act shall not apply to the extent it imposes obligations or requirements in addition to those set out in these Articles.
2.7 **References to the right of a member to speak at a general meeting shall include the right to raise questions or make statements to the Chairman of the meeting, verbally or in written form, by means of electronic facilities. Such a right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by all or only some of the persons present at the meeting (or only by the Chairman of the meeting) in which event the Chairman of the meeting shall relay the questions raised or the statements made verbatim to all persons present at the meeting, either orally or in writing using electronic facilities.**	2.7 References to the right of a member to speak at a general meeting shall include the right to raise questions or make statements to the Chairman of the meeting, verbally or in written form, by means of electronic facilities. Such a right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by all or only some of the persons present at the meeting (or only by the Chairman of the meeting) in which event the Chairman of the meeting shall relay the questions raised or the statements made verbatim to all persons present at the meeting, either orally or in writing using electronic facilities.
2.8 **Reference to a "meeting" (a) shall, where the context is appropriate, include a meeting that has been adjourned by the Board in accordance with these Articles, and (b) shall mean a meeting convened and held in any manner permitted by these Articles and any member or Director attending and participating at a meeting by means of electronic facilities present at that meeting for all purposes of the Statutes and these Articles, and attend, participate, attending, participating, attendance and participation shall be construed accordingly.**	2.8 Reference to a "meeting" (a) shall, where the context is appropriate, include a meeting that has been adjourned by the Board in accordance with these Articles, and (b) shall mean a meeting convened and held in any manner permitted by these Articles and any member or Director attending and participating at a meeting by means of electronic facilities present at that meeting for all purposes of the Statutes and these Articles, and attend, participate, attending, participating, attendance and participation shall be construed accordingly.
2.9 **References to a vote of a general meeting decided by poll include without limitation through electronic means.**	2.9 References to a vote of a general meeting decided by poll include without limitation through electronic means.

2.10 **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, rules 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.**	2.10 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, rules 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.
2.11 **Where a member is a corporation, any reference in these Articles to a member shall, where the context requires, refer to a duly authorized representative of such member.**	2.11 Where a member is a corporation, any reference in these Articles to a member shall, where the context requires, refer to a duly authorized representative of such member.
2.12 **References to a document being executed include references to it being executed under hand or under seal or by electronic signature or by any other method and references to a notice or document include a notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or media and information in visible form whether having physical substance or not.**	2.12 References to a document being executed include references to it being executed under hand or under seal or by electronic signature or by any other method and references to a notice or document include a notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or media and information in visible form whether having physical substance or not.

3.4 If at any time the share capital of the Company is divided into different classes of shares, all or any of the rights attached to any class of shares for the time being issued (unless otherwise provided for in the terms of issue of the shares of that class) may, subject to the provisions of the Companies Act, be varied or abrogated with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of shares of that class. To every such separate meeting all the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the quorum for the purposes of any such separate meeting and of any adjournment thereof shall be a person or persons together holding (or representing by proxy or duly authorised representative) at the date of the relevant meeting not less than one-third in nominal value of the issued shares **(excluding treasury shares)** of that class.	3.4 If at any time the share capital of the Company is divided into different classes of shares, all or any of the rights attached to any class of shares for the time being issued (unless otherwise provided for in the terms of issue of the shares of that class) may, subject to the provisions of the Companies Act, be varied or abrogated with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of shares of that class. To every such separate meeting all the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the quorum for the purposes of any such separate meeting and of any adjournment thereof shall be a person or persons together holding (or representing by proxy or duly authorised representative) at the date of the relevant meeting not less than one-third in nominal value of the issued shares (excluding treasury shares) of that class.

3.7 Subject to the Companies Act, or any other law or so far as not prohibited by any law ~~or~~, the Listing Rules **and/or any other rules and regulations of any competent regulatory authority** and subject to any rights conferred on the holders of any class of shares, the Company shall have the power to purchase or otherwise acquire any of its own shares... and may make payment therefor in any manner authorised or not prohibited by law, **the Listing Rules and/or any other rules and regulations of any competent regulatory authority,** including out of capital or to give, directly or indirectly, by means of a loan, a guarantee, a gift, an indemnity, the provision of security or otherwise howsoever, financial assistance for the purpose of or in connection with a purchase or other acquisition made or to be made by any person of any shares or warrants in the Company or any company which is a holding company of the Company **and the Company's foregoing power to purchase or otherwise acquire its own shares or warrants 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 Companies Act,** and should the Company purchase or otherwise acquire its own shares or warrants neither the Company nor the Board shall be required to select the shares or warrants to be purchased...	3.7 Subject to the Companies Act, or any other law or so far as not prohibited by any law, the Listing Rules and/or any other rules and regulations of any competent regulatory authority and subject to any rights conferred on the holders of any class of shares, the Company shall have the power to purchase or otherwise acquire any of its own shares... and may make payment therefor in any manner authorised or not prohibited by law, the Listing Rules and/or any other rules and regulations of any competent regulatory authority, including out of capital or to give, directly or indirectly, by means of a loan, a guarantee, a gift, an indemnity, the provision of security or otherwise howsoever, financial assistance for the purpose of or in connection with a purchase or other acquisition made or to be made by any person of any shares or warrants in the Company or any company which is a holding company of the Company and the Company's foregoing power to purchase or otherwise acquire its own shares or warrants 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 Companies Act, and should the Company purchase or otherwise acquire its own shares or warrants neither the Company nor the Board shall be required to select the shares or warrants to be purchased...

3.10 Subject to the provisions of the Companies Act~~ and~~, the Memorandum**, the Listing Rules and/or any other rules and regulations of any competent regulatory authority**, and to any special rights conferred on the holders of any shares or attaching to any class of shares, shares may be issued on the terms that they may be, or at the option of the Company or the holders are, liable to be redeemed on such terms and in such manner, including out of capital, as determined by a special resolution.	3.10 Subject to the provisions of the Companies Act, the Memorandum, the Listing Rules and/or any other rules and regulations of any competent regulatory authority, and to any special rights conferred on the holders of any shares or attaching to any class of shares, shares may be issued on the terms that they may be, or at the option of the Company or the holders are, liable to be redeemed on such terms and in such manner, including out of capital, as determined by a special resolution.
3.14 **Subject to the Companies Act, the Listing Rules and any other rules and regulations of any competent regulatory authority, the Company is further authorised to hold any repurchased, redeemed or surrendered shares as treasury shares.** **(a) Subject to the Companies Act, these Articles, the Listing Rules, and any other rules and regulations of any competent regulatory authority, the Board may by a resolution of the Directors at any time: (a) cancel any one or more treasury shares; or (b) transfer any one or more treasury shares to any person, whether or not for valuable consideration (including at a discount to the nominal or par value of such shares).** **(b) No dividend may be declared or paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to members on a winding up) may be made to the Company in respect of a treasury share.**	3.14 Subject to the Companies Act, the Listing Rules and any other rules and regulations of any competent regulatory authority, the Company is further authorised to hold any repurchased, redeemed or surrendered shares as treasury shares. (a) Subject to the Companies Act, these Articles, the Listing Rules, and any other rules and regulations of any competent regulatory authority, the Board may by a resolution of the Directors at any time: (a) cancel any one or more treasury shares; or (b) transfer any one or more treasury shares to any person, whether or not for valuable consideration (including at a discount to the nominal or par value of such shares). (b) No dividend may be declared or paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to members on a winding up) may be made to the Company in respect of a treasury share.

(c) The Company shall be entered in the register of holders as the holder of the treasury shares. However: (i) the Company shall not be treated as a member for any purpose and shall not exercise any right in respect of the treasury shares, and any purported exercise of such a right shall be void; and (ii) a treasury share shall not be voted, directly or indirectly, at any meeting of the Company and shall not be counted in determining the total number of issued shares at any given time, whether for the purposes of these Articles or the Companies Act.	(c) The Company shall be entered in the register of holders as the holder of the treasury shares. However: (i) the Company shall not be treated as a member for any purpose and shall not exercise any right in respect of the treasury shares, and any purported exercise of such a right shall be void; and (ii) a treasury share shall not be voted, directly or indirectly, at any meeting of the Company and shall not be counted in determining the total number of issued shares at any given time, whether for the purposes of these Articles or the Companies Act.
(d) Nothing in the preceding Articles prevents an allotment of shares as fully paid bonus shares in respect of a treasury share and shares allotted as fully paid bonus shares in respect of a treasury share shall be treated as treasury shares.	(d) Nothing in the preceding Articles prevents an allotment of shares as fully paid bonus shares in respect of a treasury share and shares allotted as fully paid bonus shares in respect of a treasury share shall be treated as treasury shares.
(e) Treasury shares may be disposed of by the Company on such terms and conditions as determined by the Board subject to these Articles, the Companies Act and the Listing Rules.	(e) Treasury shares may be disposed of by the Company on such terms and conditions as determined by the Board subject to these Articles, the Companies Act and the Listing Rules.

~~3.14~~3.15 … the unissued shares in the Company… shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration, and upon such terms **and conditions**, as the Board shall determine~~.~~ **in its absolute discretion, but no shares shall be issued at a discount to their nominal or par value. Neither the Company nor the Board shall be obliged, when making any allotment of, offer of, or granting any option over or disposal of shares, to make, or make available, any such allotment, offer, option or shares to members or others with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in the opinion of the Board, be unlawful or impracticable, and members affected as a result of the foregoing sentence shall not be, or be deemed to be, a separate class of members for any purpose whatsoever.**	3.15 … the unissued shares in the Company… shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration, and upon such terms and conditions, as the Board shall determine in its absolute discretion, but no shares shall be issued at a discount to their nominal or par value. Neither the Company nor the Board shall be obliged, when making any allotment of, offer of, or granting any option over or disposal of shares, to make, or make available, any such allotment, offer, option or shares to members or others with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in the opinion of the Board, be unlawful or impracticable, and members affected as a result of the foregoing sentence shall not be, or be deemed to be, a separate class of members for any purpose whatsoever.
~~3.15~~3.16 The Company may, unless prohibited by law, at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, but so that the conditions and requirements of the Companies Act shall be observed and complied with, and in each case the commission shall not exceed 10% of the price at which the shares are issued.	3.16 The Company may, unless prohibited by law, at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, but so that the conditions and requirements of the Companies Act shall be observed and complied with, and in each case the commission shall not exceed 10% of the price at which the shares are issued.

~~3.16~~3.17 Except as otherwise expressly provided by these Articles or as required by law or as ordered by a court of competent jurisdiction, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any shares or any interest in any fractional part of a share or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.	3.17 Except as otherwise expressly provided by these Articles or as required by law or as ordered by a court of competent jurisdiction, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any shares or any interest in any fractional part of a share or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
12.2 All general meetings other than annual general meetings shall be called extraordinary general meetings. **All general meetings (including an annual general meeting, any extraordinary general meeting, any adjourned meeting or any postponed meeting) may be held as a physical meeting in any part of the world and at one or more locations as provided in Article 13.1(a) or by way of a hybrid meeting or by way of an electronic meeting as may be determined by the Board in its absolute discretion.**	12.2 All general meetings other than annual general meetings shall be called extraordinary general meetings. All general meetings (including an annual general meeting, any extraordinary general meeting, any adjourned meeting or any postponed meeting) may be held as a physical meeting in any part of the world and at one or more locations as provided in Article 13.1(a) or by way of a hybrid meeting or by way of an electronic meeting as may be determined by the Board in its absolute discretion.

12.3 ... provided that such requisitionists held as at the date of deposit of the requisition not less than one-tenth of the paid up capital of the Company **(excluding treasury shares)** which carries the right of voting at general meetings of the Company the requisitionist(s) themselves or any of them representing more than one-half of the total voting rights of all of them, may convene ~~the general~~ **a physical** meeting **at only one location which will be the Principal Meeting Place** ~~in the same manner, as nearly as possible, as that in which meetings may be convened by the Board~~ provided that any meeting so convened shall not be held after the expiration of three months from the date of deposit of the requisition, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to them by the Company.	12.3 ... provided that such requisitionists held as at the date of deposit of the requisition not less than one-tenth of the paid up capital of the Company (excluding treasury shares) which carries the right of voting at general meetings of the Company the requisitionist(s) themselves or any of them representing more than one-half of the total voting rights of all of them, may convene a physical meeting at only one location which will be the Principal Meeting Place provided that any meeting so convened shall not be held after the expiration of three months from the date of deposit of the requisition, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to them by the Company.

12.4 … the notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify **(a)** the time~~, place (except in the case of a Virtual Meeting), and agenda of the meeting~~ **and date of the meeting, (b) if the general meeting is to be physical meeting or hybrid meeting, the place of the meeting and if there is more than one Meeting Location as determined by the Board pursuant to Article 13.1(a), the principal place of the meeting (the "Principal Meeting Place"), (c) if the general meeting is to be hybrid meeting or electronic meeting, the notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting (which electronic facilities may vary from time to time and from meeting to meeting as the Board, in its absolute discretion, may see fit) or where such details will be made available by the Company prior to the meeting, and (d)** particulars of the resolutions and the general nature of the business to be considered at the meeting… are not entitled to receive such notice from the Company.	12.4… the notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify (a) the time and date of the meeting, (b) if the general meeting is to be physical meeting or hybrid meeting, the place of the meeting and if there is more than one Meeting Location as determined by the Board pursuant to Article 13.1(a), the principal place of the meeting (the "Principal Meeting Place"), (c) if the general meeting is to be hybrid meeting or electronic meeting, the notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting (which electronic facilities may vary from time to time and from meeting to meeting as the Board, in its absolute discretion, may see fit) or where such details will be made available by the Company prior to the meeting, and (d) particulars of the resolutions and the general nature of the business to be considered at the meeting… are not entitled to receive such notice from the Company.

~~If the Directors so determine in respect of a specific general meeting or all general meetings of the Company, Presence at the relevant general meeting may be by means of Communication Facilities. In addition, the Directors may determine that any general meeting may be held as a Virtual Meeting and this shall be specified in the notice of meeting. The notice of any general meeting at which Communication Facilities may be utilized (including any Virtual Meeting) must set forth the Communications Facilities that will be used, including the procedures to be followed by any member or other participant of the general meeting utilizing such Communication Facilities.~~	
13.1 For all purposes the quorum for a general meeting shall be two members **(including presence by electronic means)** Present provided always that if the Company has only one member of record the quorum shall be that one member Present… of the Business.	13.1 For all purposes the quorum for a general meeting shall be two members (including presence by electronic means) Present provided always that if the Company has only one member of record the quorum shall be that one member Present… of the Business.

(a) The Directors may make electronic facilities available for a specific general meeting or all general meetings of the Company so that members and other participants may attend and participate at such general meetings by means of such electronic facilities. Without limiting the generality of the foregoing, (i) the Directors may determine that any general meeting may be held as an electronic meeting or a hybrid meeting and (ii) a physical meeting may also be held by means of such electronic facilities that permits all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such way in such a meeting shall constitute presence at such meeting. The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by specific means in addition to or in lieu of (as the case may be) physical attendance at the Principal Meeting Place, whether by simultaneous attendance and participation by means of electronic facilities at such location or locations ("Meeting Location(s)") determined by the Board at its absolute discretion. Any member's participation (whether in person, or by proxy, or in case of member not being a natural person, by its duly authorised representative) in such way in such a meeting shall constitute presence at such a meeting and shall be counted in the quorum of the meeting and entitled to vote at the meeting, and such a meeting shall be duly constituted and its proceedings valid provided that the Chairman is satisfied that adequate electronic facilities are available throughout the meeting to ensure that members, their proxies or duly authorized representatives are able to participate in the business for which the meeting has been convened.	(a) The Directors may make electronic facilities available for a specific general meeting or all general meetings of the Company so that members and other participants may attend and participate at such general meetings by means of such electronic facilities. Without limiting the generality of the foregoing, (i) the Directors may determine that any general meeting may be held as an electronic meeting or a hybrid meeting and (ii) a physical meeting may also be held by means of such electronic facilities that permits all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such way in such a meeting shall constitute presence at such meeting. The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by specific means in addition to or in lieu of (as the case may be) physical attendance at the Principal Meeting Place, whether by simultaneous attendance and participation by means of electronic facilities at such location or locations ("Meeting Location(s)") determined by the Board at its absolute discretion. Any member's participation (whether in person, or by proxy, or in case of member not being a natural person, by its duly authorised representative) in such way in such a meeting shall constitute presence at such a meeting and shall be counted in the quorum of the meeting and entitled to vote at the meeting, and such a meeting shall be duly constituted and its proceedings valid provided that the Chairman is satisfied that adequate electronic facilities are available throughout the meeting to ensure that members, their proxies or duly authorized representatives are able to participate in the business for which the meeting has been convened.

(b) All general meetings are subject to the following and, where appropriate, all references to a "member" or "members" in this Article 13.1(b) shall include a duly authorized representative or duly authorized representatives or a proxy or proxies respectively: **(i) where a member is attending at a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;** **(ii) members present in person or (in the case of a member being a corporation) by its duly authorized representative or by proxy at a Meeting Location and/or members attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities shall be counted in the quorum for and entitled to speak, communicate and vote at the meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the Chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that members at all Meeting Locations and members participating in an electronic meeting or a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened;**	(b) All general meetings are subject to the following and, where appropriate, all references to a "member" or "members" in this Article 13.1(b) shall include a duly authorized representative or duly authorized representatives or a proxy or proxies respectively: (i) where a member is attending at a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place; (ii) members present in person or (in the case of a member being a corporation) by its duly authorized representative or by proxy at a Meeting Location and/or members attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities shall be counted in the quorum for and entitled to speak, communicate and vote at the meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the Chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that members at all Meeting Locations and members participating in an electronic meeting or a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened;

(iii) where members or proxies attend a meeting by being present at one of the Meeting Locations and/or where members participating in an electronic meeting or a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of an electronic meeting or a hybrid meeting, the inability of one or more members or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and	(iii) where members or proxies attend a meeting by being present at one of the Meeting Locations and/or where members participating in an electronic meeting or a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of an electronic meeting or a hybrid meeting, the inability of one or more members or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and
(iv) if any of the Meeting Location is not in the same jurisdiction as the Principal Meeting Place and/or in the case of a hybrid meeting, the provisions of these Articles concerning the service and giving of notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place; and in the case of an electronic meeting, the time for lodging instrument appointing a proxy shall be as stated in the notice for the meeting.	(iv) if any of the Meeting Location is not in the same jurisdiction as the Principal Meeting Place and/or in the case of a hybrid meeting, the provisions of these Articles concerning the service and giving of notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place; and in the case of an electronic meeting, the time for lodging instrument appointing a proxy shall be as stated in the notice for the meeting.

(c) The Board and, at any general meeting, the Chairman of the meeting may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place and/or any Meeting Location(s) and/or attendance and/or participation and/or voting at an electronic meeting or a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangement provided that a member who, pursuant to such arrangements, is entitled but unable to attend, in person or (in the case of a member being a corporation) by its duly authorized representative or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any member so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting. Any member or proxy attending and participating in such way (whether by attending and participating in a physical meeting, or an electronic meeting or a hybrid meeting by means of electronic facilities) is deemed to be present at and shall be counted in the quorum of the meeting.	(c) The Board and, at any general meeting, the Chairman of the meeting may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place and/or any Meeting Location(s) and/or attendance and/or participation and/or voting at an electronic meeting or a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangement provided that a member who, pursuant to such arrangements, is entitled but unable to attend, in person or (in the case of a member being a corporation) by its duly authorized representative or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any member so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting. Any member or proxy attending and participating in such way (whether by attending and participating in a physical meeting, or an electronic meeting or a hybrid meeting by means of electronic facilities) is deemed to be present at and shall be counted in the quorum of the meeting.

(d) If it appears to the Chairman of the general meeting that:	(d) If it appears to the Chairman of the general meeting that:
(i) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purposes referred to in Article 13.1(a) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of the meeting; or	(i) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purposes referred to in Article 13.1(a) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of the meeting; or
(ii) in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have become inadequate; or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of the meeting and these Articles; or	(ii) in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have become inadequate; or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of the meeting and these Articles; or
(iii) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to speak, communicate and/or vote at the meeting; or	(iii) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to speak, communicate and/or vote at the meeting; or
(iv) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting; or	(iv) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting; or

(v) it is not possible to secure the proper and orderly conduct of the meeting, then,	(v) it is not possible to secure the proper and orderly conduct of the meeting, then,
without prejudice to any other power which the Chairman of the meeting may have under these Articles or at common law, the Chairman may, at his/her absolute discretion without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.	without prejudice to any other power which the Chairman of the meeting may have under these Articles or at common law, the Chairman may, at his/her absolute discretion without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.
(e) The Board and, at any general meeting, the Chairman of the meeting may make any arrangement and impose any requirement or restriction the Board or the Chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.	(e) The Board and, at any general meeting, the Chairman of the meeting may make any arrangement and impose any requirement or restriction the Board or the Chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.

(f) 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 number 8 or higher typhoon signal, black rainstorm warning or other similar event is in force at any time on the day of the meeting. This Article shall be subject to the following: **(i) when a meeting is so postponed, the Company shall endeavour to post a notice of such postponement on the Company's website as soon as practicable (provided that failure to post such a notice shall not affect the automatic postponement of a meeting);**	(f) 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 number 8 or higher typhoon signal, black rainstorm warning or other similar event is in force at any time on the day of the meeting. This Article shall be subject to the following: (i) when a meeting is so postponed, the Company shall endeavour to post a notice of such postponement on the Company's website as soon as practicable (provided that failure to post such a notice shall not affect the automatic postponement of a meeting);

(ii) when only the form of the meeting or electronic facilities specified in the notice are changed, the Board shall notify the members of details of such change in such manner the Board may determine;	(ii) when only the form of the meeting or electronic facilities specified in the notice are changed, the Board shall notify the members of details of such change in such manner the Board may determine;
(iii) when a meeting is postponed or changed in accordance with this Article, subject to and without prejudice to Article 13.4, unless already specified in the original notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the members of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Articles not less than 48 hours before the time of the postponed meeting; and	(iii) when a meeting is postponed or changed in accordance with this Article, subject to and without prejudice to Article 13.4, unless already specified in the original notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the members of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Articles not less than 48 hours before the time of the postponed meeting; and

(iv) notice of the business to be transacted at the postponed and/or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed and/or changed meeting is the same as that set out in the original notice of general meeting circulated to the members.	(iv) notice of the business to be transacted at the postponed and/or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed and/or changed meeting is the same as that set out in the original notice of general meeting circulated to the members.
(g) All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 13.1(d), any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.	(g) All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 13.1(d), any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.

13.2 If within 15 minutes from the time appointed for the meeting a quorum is not Present, the meeting… shall stand adjourned to the same day in the next week and at such time and ~~place as shall be decided by the Board~~**(where applicable) such place and in such form and manner referred to in Article 12.2 as the Chairman of the meeting (or in default, the Board) may absolutely determine,** and if at such adjourned meeting a quorum is not Present within 15 minutes from the time appointed for holding the meeting, the member or members Present shall be a quorum and may transact the business for which the meeting was called.	13.2 If within 15 minutes from the time appointed for the meeting a quorum is not Present, the meeting… shall stand adjourned to the same day in the next week and at such time and (where applicable) such place and in such form and manner referred to in Article 12.2 as the Chairman of the meeting (or in default, the Board) may absolutely determine, and if at such adjourned meeting a quorum is not Present within 15 minutes from the time appointed for holding the meeting, the member or members Present shall be a quorum and may transact the business for which the meeting was called.
13.3 **(a)** The chairman of the board of Directors shall take the chair at every general meeting, or, if there be no such chairman or, if at any general meeting such chairman shall not be Present within 15 minutes after the time appointed for holding such meeting or is unwilling to act, the Directors Present shall choose ~~another Director as Chairman,. The Chairman of any general meeting shall be entitled to participate at any such general meeting by Communication Facilities, in which event the following provisions shall apply: a~~**another Director as Chairman or if no Director is Present within fifteen minutes after the time appointed for holding the meeting, the members Present shall choose one of their number to be Chairman of the meeting.** ~~**(a) he shall be deemed to be Present at the general meeting; and**~~	13.3 (a) The chairman of the board of Directors shall take the chair at every general meeting, or, if there be no such chairman or, if at any general meeting such chairman shall not be Present within 15 minutes after the time appointed for holding such meeting or is unwilling to act, the Directors Present shall choose another Director as Chairman or if no Director is Present within fifteen minutes after the time appointed for holding the meeting, the members Present shall choose one of their number to be Chairman of the meeting.

(b) ~~if the Communication Facilities fail to enable the Chairman of the general meeting to hear and be heard by other persons participating in that meeting constituting at least a quorum as provided for in these Articles, in the reasonable opinion of that Chairman, then any Director or person nominated by the Directors shall preside as Chairman, failing which the members Present shall chose any person Present to be Chairman of that meeting;~~ **If the Chairman of a general meeting is participating in the general meeting using an electronic facility or facilities and becomes unable to participate in the general meeting using such electronic facility or facilities, another person (determined in accordance with Article 13.3(a) above) shall preside as a 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; provided that (i) if no other Director is present at the meeting, or (ii) if all the Directors present decline to take the chair, then the meeting shall be automatically adjourned to the same day in the next week (or if it is not a business day, to the next business day) and at such time and/or place (whether physical or virtual) (if applicable) and/or in such mode and manner as shall be decided by the Board.** **~~If at any general meeting no Director is willing to act as Chairman or if no Director is Present within fifteen minutes after the time appointed for holding the meeting, the members Present shall choose one of their number to be Chairman of the meeting.~~**	(b) If the Chairman of a general meeting is participating in the general meeting using an electronic facility or facilities and becomes unable to participate in the general meeting using such electronic facility or facilities, another person (determined in accordance with Article 13.3(a) above) shall preside as a 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; provided that (i) if no other Director is present at the meeting, or (ii) if all the Directors present decline to take the chair, then the meeting shall be automatically adjourned to the same day in the next week (or if it is not a business day, to the next business day) and at such time and/or place (whether physical or virtual) (if applicable) and/or in such mode and manner as shall be decided by the Board.

13.4 ~~The~~**Subject to Article 13.1(d), the** Chairman may, with the consent of any general meeting at which a quorum is Present, and shall, if so directed by the meeting, adjourn any meeting from time to time **(or indefinitely)** and from place**(s)** to place**(s) (whether physical or electronic) and/or from one form to another (a physical meeting, a hybrid meeting or an electronic meeting)** as the meeting shall determine. ~~In the case of a Virtual Meeting when a failure or impairment in the Communication Facilities has occurred, the Chairman is entitled at any point, but is not obliged, to adjourn the Virtual Meeting without having such adjournment approved by any procedural motion or other consent of those Present at the Virtual Meeting, and to reconvene it on such terms as he considers appropriate in his discretion.~~ Whenever a meeting is adjourned for 14 days or more, at least seven clear days' notice, specifying the ~~place, the day and the hour~~**details as provided in Article 12.4** of the adjourned meeting shall be given… ~~In the event there is a technical failure or impairment in the Communication Facilities, this shall not, in the absence of bad faith of the Company, invalidate the proceedings at the relevant Virtual Meeting, provided that, in the reasonable opinion of the Chairman of the general meeting, at least persons constituting a quorum as provided for in these Articles was capable of hearing and being heard by each other. In the event that the Chairman of the general meeting becomes aware of such failure or impairment at the commencement of the Virtual Meeting or during the Virtual Meeting, he may, but is not obliged, to pause (but without adjourning) the proceeding, for such period as he considers reasonable, to allow for the Company and/or its agents to endeavor to rectify such failure or impairment. At the expiry of such period, the Chairman may (but subject to the proviso regarding quorum in this Article) continue with the Virtual Meeting, even if such failure or impairment has not been rectified.~~	13.4 Subject to Article 13.1(d), the Chairman may, with the consent of any general meeting at which a quorum is Present, and shall, if so directed by the meeting, adjourn any meeting from time to time (or indefinitely) and from place(s) to place(s) (whether physical or electronic) and/or from one form to another (a physical meeting, a hybrid meeting or an electronic meeting) as the meeting shall determine. Whenever a meeting is adjourned for 14 days or more, at least seven clear days' notice, specifying the details as provided in Article 12.4 of the adjourned meeting shall be given…

13.5 At any general meeting a resolution put to the vote of the meeting shall be decided on a poll save that the Chairman may, in good faith, allow a resolution which relates purely to a procedural or administrative matter as prescribed under the Listing Rules to be voted on by a show of hands. **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.**	13.5 At any general meeting a resolution put to the vote of the meeting shall be decided on a poll save that the Chairman may, in good faith, allow a resolution which relates purely to a procedural or administrative matter as prescribed under the Listing Rules to be voted on by a show of hands. 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.
13.6 A poll shall… be taken in such manner (including the use of ballot or voting papers or tickets **or by electronic voting or otherwise**) and at such time and place **(whether physical or virtual)**, not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was ~~taken~~**demanded** as the Chairman directs**. On a poll, votes may be given either personally or by proxy**.	13.6 A poll shall… be taken in such manner (including the use of ballot or voting papers or tickets or by electronic voting or otherwise) and at such time and place (whether physical or virtual), not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was demanded as the Chairman directs. On a poll, votes may be given either personally or by proxy.
14.1 … at any general meeting where a show of hands is allowed, every member Present **or by proxy** at a general meeting shall have one vote… **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.**	14.1 … at any general meeting where a show of hands is allowed, every member Present or by proxy at a general meeting shall have one vote… 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.

14.9 The instrument appointing a proxy shall be in writing **and if the Board in its absolute discretion determines, may be contained in an electronic communication, and: (i) if in writing but not contained in an electronic communication,** under the hand of the appointor or of his attorney ~~authorised~~**duly authorized** in writing~~,~~ or**,** if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person ~~duly authorised~~**authorized** 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 authorized to sign such instrument of proxy on behalf of the corporation without further evidence of the facts; or (ii) in the case of an appointment contained in an electronic communication, submitted by or on behalf of the appointer, subject to such terms and conditions and authenticated in such manner as the Board may in its absolute discretion determine.**	14.9 The instrument appointing a proxy shall be in writing and if the Board in its absolute discretion determines, may be contained in an electronic communication, and: (i) if in writing but not contained in an electronic communication, under the hand of the appointor or of his attorney duly authorized in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorized 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 authorized to sign such instrument of proxy on behalf of the corporation without further evidence of the facts; or (ii) in the case of an appointment contained in an electronic communication, submitted by or on behalf of the appointer, subject to such terms and conditions and authenticated in such manner as the Board may in its absolute discretion determine.

14.10 **(a)** The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority, (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be delivered at the registered office of the Company (or at such other ~~place as~~**place or in such other manner (including by electronic means) as** may be specified ~~in~~**by way of a notice to or in any document accompanying** the notice convening the meeting or in any notice of any adjournment or **postponements or**, in either case, in any document sent therewith) **or if the Company has provided an electronic address in accordance with the following paragraph, shall be received at the electronic address specified,** not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid provided always that the Chairman of the meeting may at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited upon receipt of telex or cable or facsimile confirmation from the appointor that the instrument of proxy duly signed is in the course of transmission to the Company. **The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under these Articles has not been received in accordance with the requirements of these Articles.** No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named…	14.10 (a) The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority, (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be delivered at the registered office of the Company (or at such other place or in such other manner (including by electronic means) as may be specified by way of a notice to or in any document accompanying the notice convening the meeting or in any notice of any adjournment or postponements or, in either case, in any document sent therewith) or if the Company has provided an electronic address in accordance with the following paragraph, shall be received at the electronic address specified, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid provided always that the Chairman of the meeting may at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited upon receipt of telex or cable or facsimile confirmation from the appointor that the instrument of proxy duly signed is in the course of transmission to the Company. The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under these Articles has not been received in accordance with the requirements of these Articles. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named…

14.10 **(b)**	**The Company may, at its absolute discretion, provide an electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these Articles) and notice of termination of the authority of a proxy). If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this Article is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address provided in accordance with this Article or if no electronic address is so designated by the Company for the receipt of such document or information.**	14.10 (b)	The Company may, at its absolute discretion, provide an electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these Articles) and notice of termination of the authority of a proxy). If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this Article is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address provided in accordance with this Article or if no electronic address is so designated by the Company for the receipt of such document or information.

14.13 A vote given in accordance with the terms of an instrument of proxy… shall be valid notwithstanding the previous death or insanity of the principal… provided that no intimation in writing… shall have been received by the Company at its registered office, or at such other place **(including, where applicable, any such electronic address) or in such other manner (including by electronic means)** as is referred to in Article 14.10…	14.13 A vote given in accordance with the terms of an instrument of proxy… shall be valid notwithstanding the previous death or insanity of the principal… provided that no intimation in writing… shall have been received by the Company at its registered office, or at such other place (including, where applicable, any such electronic address) or in such other manner (including by electronic means) as is referred to in Article 14.10…
20.2 A Director may, and on request of a Director the Secretary shall, at any time summon a meeting of the Board. Failing any determination by the Board, not less than 48 hours' notice thereof shall be given to each Director either in writing or by telephone or by facsimile, telex or telegram at the address or telephone, facsimile or telex number from time to time notified to the Company by such Director or **by electronic means to an electronic address from time to time notified to the Company by such Director or (if the recipient consents to it being made available on a website) by making it available on a website, or** in such other manner as the Board may from time to time determine.	20.2 A Director may, and on request of a Director the Secretary shall, at any time summon a meeting of the Board. Failing any determination by the Board, not less than 48 hours' notice thereof shall be given to each Director either in writing or by telephone or by facsimile, telex or telegram at the address or telephone, facsimile or telex number from time to time notified to the Company by such Director or by electronic means to an electronic address from time to time notified to the Company by such Director or (if the recipient consents to it being made available on a website) by making it available on a website, or in such other manner as the Board may from time to time determine.

20.13 Unless required otherwise by the Listing Rules, a resolution in writing signed by each and every one of the Directors (or their respective alternates pursuant to Article 16.9) shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held and may consist of several documents in like form each signed by one or more of the Directors or alternate Directors. **A notification of consent to such resolution given by a Director in writing to the Board by any means (including by means of electronic communication) shall be deemed to be his/her signature to such resolution in writing for the purpose of this Article.** Notwithstanding the foregoing, a resolution which relates to any matter or business in which a substantial shareholder of the Company (as defined in the Listing Rules from time to time), or a Director, has an interest conflicting with that of the Company which the Board determines, prior to the passing of such resolution, to be material, shall not be passed by a resolution in writing and shall only be passed at a meeting of the Directors held in accordance with these Articles.	20.13 Unless required otherwise by the Listing Rules, a resolution in writing signed by each and every one of the Directors (or their respective alternates pursuant to Article 16.9) shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held and may consist of several documents in like form each signed by one or more of the Directors or alternate Directors. A notification of consent to such resolution given by a Director in writing to the Board by any means (including by means of electronic communication) shall be deemed to be his/her signature to such resolution in writing for the purpose of this Article. Notwithstanding the foregoing, a resolution which relates to any matter or business in which a substantial shareholder of the Company (as defined in the Listing Rules from time to time), or a Director, has an interest conflicting with that of the Company which the Board determines, prior to the passing of such resolution, to be material, shall not be passed by a resolution in writing and shall only be passed at a meeting of the Directors held in accordance with these Articles.

26 The Company shall be entitled to destroy all instruments of transfer, probate, letters of administration, stop notices, powers of attorney, certificates of marriage or death and other documents relating to or affecting title to securities in or of the Company ("Registrable Documents") which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address **(including any electronic address (if applicable))** at any time after the expiration of two years from the date of recording thereof… Notwithstanding any provision contained in these Articles, the Directors may, if permitted by applicable law, **rules and regulations,** authorise the destruction of any documents…	26 The Company shall be entitled to destroy all instruments of transfer, probate, letters of administration, stop notices, powers of attorney, certificates of marriage or death and other documents relating to or affecting title to securities in or of the Company ("Registrable Documents") which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address (including any electronic address (if applicable)) at any time after the expiration of two years from the date of recording thereof… Notwithstanding any provision contained in these Articles, the Directors may, if permitted by applicable law, rules and regulations, authorise the destruction of any documents…
28.3 The Board shall from time to time determine whether, to what extent, at what times and places ~~and~~**(including a virtual place if the Board deems fit) and/or in what manner and by what means (including electronic means if the Board deems fit) and** under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to inspection by the members…	28.3 The Board shall from time to time determine whether, to what extent, at what times and places (including a virtual place if the Board deems fit) and/or in what manner and by what means (including electronic means if the Board deems fit) and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to inspection by the members…

28.6 To the extent permitted by and subject to due compliance with these Articles, the Companies Act and all applicable rules and regulations, including, without limitation, the **Listing Rules and other** rules of the Exchange, and to obtaining all necessary consents… which shall be in the form and containing the information required by these Articles, the Companies Act and all applicable laws**, rules** and regulations…	28.6 To the extent permitted by and subject to due compliance with these Articles, the Companies Act and all applicable rules and regulations, including, without limitation, the Listing Rules and other rules of the Exchange, and to obtaining all necessary consents… which shall be in the form and containing the information required by these Articles, the Companies Act and all applicable laws, rules and regulations…
28.7 **The requirement to send to a person referred to in Article 28.5 the documents referred to in that Article or a summary financial report in accordance with Article 28.6 shall be deemed satisfied where, in accordance with all applicable laws, rules and regulations, including, without limitation, the Listing Rules and other rules of the Exchange, the Company publishes copies of the documents referred to in Article 28.5 and, if applicable, a summary financial report complying with Article 28.6, on the Company's computer network or in any other permitted manner (including by sending any form of electronic communication).**	28.7 The requirement to send to a person referred to in Article 28.5 the documents referred to in that Article or a summary financial report in accordance with Article 28.6 shall be deemed satisfied where, in accordance with all applicable laws, rules and regulations, including, without limitation, the Listing Rules and other rules of the Exchange, the Company publishes copies of the documents referred to in Article 28.5 and, if applicable, a summary financial report complying with Article 28.6, on the Company's computer network or in any other permitted manner (including by sending any form of electronic communication).

30.1 Except as otherwise provided in these Articles, **to the extent permissible under the Listing Rules and all applicable laws, rules and regulations,** any notice or document ~~may be served by the Company and any notices may be served by the Board on any member~~**(including any Corporate Communications and any Actionable Corporate Communications), whether or not to be given or issued under these Articles, shall be in writing (including any form of electronic communication) and may be served on or delivered to any member or any other person entitled to such notice or document by the Company** either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register **of holders** or, to the extent permitted by the Listing Rules and all applicable laws and regulations, by electronic means ~~by~~**, without the need for any additional consent, or notification, including** transmitting it to any electronic number or address or **other contact details or** website supplied by the member to the Company or by placing it on the Company's Website ~~or~~**and** the website of the Exchange ~~in accordance with the Listing Rules~~, or**,** (in the case of notice) by advertisement published in the manner prescribed ~~under~~**in** the Listing Rules**, or by sending or otherwise making it available to the member or such other entitled person in such other manner or through such other means to the extent permitted by and in accordance with the Companies Act, the Listing Rules and all applicable laws, rules and regulations**. In the case of joint holders of a share, all notices shall be given to that holder for the time being whose name stands first in the register **of holders** and notice so given shall be sufficient notice to all the joint holders.	30.1 Except as otherwise provided in these Articles, to the extent permissible under the Listing Rules and all applicable laws, rules and regulations, any notice or document (including any Corporate Communications and any Actionable Corporate Communications), whether or not to be given or issued under these Articles, shall be in writing (including any form of electronic communication) and may be served on or delivered to any member or any other person entitled to such notice or document by the Company either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register of holders or, to the extent permitted by the Listing Rules and all applicable laws and regulations, by electronic means, without the need for any additional consent, or notification, including transmitting it to any electronic number or address or other contact details or website supplied by the member to the Company or by placing it on the Company's Website and the website of the Exchange, or, (in the case of notice) by advertisement published in the manner prescribed in the Listing Rules, or by sending or otherwise making it available to the member or such other entitled person in such other manner or through such other means to the extent permitted by and in accordance with the Companies Act, the Listing Rules and all applicable laws, rules and regulations. In the case of joint holders of a share, all notices shall be given to that holder for the time being whose name stands first in the register of holders and notice so given shall be sufficient notice to all the joint holders.

30.4 ~~A member shall be entitled to have notice served on him at any address within Hong Kong. Any member who has not given an express positive confirmation in writing to the Company in the manner specified in the Listing Rules to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company by electronic means and whose registered address is outside Hong Kong may notify the Company in writing of an address in Hong Kong which for the purpose of service of notice shall be deemed to be his registered address. A member who has no registered address in Hong Kong shall be deemed to have received any notice which shall have been displayed at the transfer office and shall have remained there for a period of 24 hours and such notice shall be deemed to have been received by such member on the day following that on which it shall have been first so displayed, provided that, without prejudice to the other provisions of these Articles, nothing in this Article shall be construed as prohibiting the Company from sending, or entitling the Company not to send, notices or other documents of the Company to any member whose registered address is outside Hong Kong.~~ Any notice or document **(including any Corporate Communications and any Actionable Corporate Communications):** (a) ~~Any notice or document~~**if** sent by post shall be deemed to have been served on the day following that on which it is put into a post office situated within Hong Kong and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly prepaid, addressed and put into such post office and a certificate in writing signed by the Secretary or other person appointed by the Board that the envelope or wrapper containing the notice or document was so addressed and put into such post office shall be conclusive evidence thereof**;**	30.4 Any notice or document (including any Corporate Communications and any Actionable Corporate Communications): (a) if sent by post shall be deemed to have been served on the day following that on which it is put into a post office situated within Hong Kong and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly prepaid, addressed and put into such post office and a certificate in writing signed by the Secretary or other person appointed by the Board that the envelope or wrapper containing the notice or document was so addressed and put into such post office shall be conclusive evidence thereof;

(b) ~~Any notice or document~~**if** delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left~~.~~**;**	(b) if delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left;
(c) ~~Any notice~~**if** served by **way of** advertisement**,** shall be deemed to have been served on the day of issue of the official publication and/or newspaper(s) in which the advertisement is published (or on the last day of issue if the publication and/or newspaper(s) are published on different dates)**;**	(c) if served by way of advertisement, shall be deemed to have been served on the day of issue of the official publication and/or newspaper(s) in which the advertisement is published (or on the last day of issue if the publication and/or newspaper(s) are published on different dates);
(d) ~~Any notice~~**if** given **by electronic communication or any other if served** by electronic means as provided herein shall be deemed to have been served and delivered on the day following that on which it is successfully transmitted **from the server of the Company or its agent sending such notice or document on the Company's behalf** or at such later time as may be prescribed by the Listing Rules or any applicable laws**, rules** or regulations~~.~~**; and it shall not be necessary for the receipt of the electronic transmission to be acknowledged by the recipient and provided that any failure in transmission beyond the sender's control shall not invalidate the effectiveness of the notice or document being served; and**	(d) if given by electronic communication or any other if served by electronic means as provided herein shall be deemed to have been served and delivered on the day following that on which it is successfully transmitted from the server of the Company or its agent sending such notice or document on the Company's behalf or at such later time as may be prescribed by the Listing Rules or any applicable laws, rules or regulations; and it shall not be necessary for the receipt of the electronic transmission to be acknowledged by the recipient and provided that any failure in transmission beyond the sender's control shall not invalidate the effectiveness of the notice or document being served; and
(e) **if served by being placed on the Company's Website and/or the Exchange's website, shall be deemed to have been served or delivered on the day it was so placed appeared on such website, or at such time as may be prescribed by the Listing Rules.**	(e) if served by being placed on the Company's Website and/or the Exchange's website, shall be deemed to have been served or delivered on the day it was so placed appeared on such website, or at such time as may be prescribed by the Listing Rules.

30.5 ~~Any notice or document sent by post shall be deemed to have been served on the day following that on which it is put into a post office situated within Hong Kong and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly prepaid, addressed and put into such post office and a certificate in writing signed by the Secretary or other person appointed by the Board that the envelope or wrapper containing the notice or document was so addressed and put into such post office shall be conclusive evidence thereof.~~**[Reserved]**	[Reserved]
30.6 ~~Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left.~~**[Reserved]**	[Reserved]
30.7 ~~Any notice served by advertisement shall be deemed to have been served on the day of issue of the official publication and/or newspaper(s) in which the advertisement is published (or on the last day of issue if the publication and/or newspaper(s) are published on different dates).~~**[Reserved]**	[Reserved]
30.8 ~~Any notice given by electronic means as provided herein shall be deemed to have been served and delivered on the day following that on which it is successfully transmitted or at such later time as may be prescribed by the Listing Rules or any applicable laws or regulations.~~ **[Reserved]**	[Reserved]
30.9 A notice **or document (including any Corporate Communications and any Actionable Corporate Communications)** may be given **or sent** by the Company to the person or persons 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 addressed to him or them… at the **electronic address or such postal** address, if any, within Hong Kong supplied for the purpose…	30.9 A notice or document (including any Corporate Communications and any Actionable Corporate Communications) may be given or sent by the Company to the person or persons 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 addressed to him or them… at the electronic address or such postal address, if any, within Hong Kong supplied for the purpose

30.12 ~~The signature to any notice to be given by the Company may be written or printed by means of facsimile or, where relevant, by Electronic Signature.~~**The Board may from time to time specify the form and manner in which a notice, instruction, information or document may be given to the Company by electronic means, including designating one or more addresses or an electronic platform for the receipt of an electronic communication, and may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such electronic communication. Any notice, instruction, information or document may be given to the Company by electronic means only if it is given in accordance with the requirements specified by the Board, failing which it shall be deemed not to have been received by the Company.**	30.12 The Board may from time to time specify the form and manner in which a notice, instruction, information or document may be given to the Company by electronic means, including designating one or more addresses or an electronic platform for the receipt of an electronic communication, and may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such electronic communication. Any notice, instruction, information or document may be given to the Company by electronic means only if it is given in accordance with the requirements specified by the Board, failing which it shall be deemed not to have been received by the Company.
30.13 The signature to any notice to be given by the Company may be written or printed by means of facsimile or, where relevant, by Electronic Signature.	30.13 The signature to any notice to be given by the Company may be written or printed by means of facsimile or, where relevant, by Electronic Signature.
38 Electronic Instructions by Members **To the extent permitted by applicable law and unless otherwise restricted or prohibited by the Listing Rules, the Company shall accept instructions from Members and its securities holders (including meeting attendance indications, proxy appointments, revocations, voting directions, and responses to Corporate Communications) transmitted by electronic means, subject to reasonable authentication measures as the Board may from time to time determine.**	38 Electronic Instructions by Members To the extent permitted by applicable law and unless otherwise restricted or prohibited by the Listing Rules, the Company shall accept instructions from Members and its securities holders (including meeting attendance indications, proxy appointments, revocations, voting directions, and responses to Corporate Communications) transmitted by electronic means, subject to reasonable authentication measures as the Board may from time to time determine.

Beauty Farm Medical and Health Industry Inc.
美麗田園醫療健康產業有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2373)

NOTICE IS HEREBY GIVEN THAT the annual general meeting (the "**Meeting**") of Beauty Farm Medical and Health Industry Inc. (the "**Company**") will be held at New York Meeting Room, 62nd Floor, The Center, 99 Queen's Road Central, Central, Hong Kong on Friday, June 26, 2026 at 9:30 a.m. for considering and, if thought fit, passing, with or without amendments, the following resolutions of the Company:

ORDINARY RESOLUTIONS

1. To receive and adopt the audited consolidated financial statements of the Company and its subsidiaries and the reports of the directors and auditor for the year ended December 31, 2025;

2. To re-elect Mr. Lian Songyong as an executive director and Vice Chairman of the Board of the Company;

3. To re-elect Ms. Li Fangyu as a non-executive director of the Company;

4. To re-elect Mr. Gao Jianming as a non-executive director of the Company;

5. To re-elect Ms. Yi Lin as a non-executive director of the Company;

6. To re-elect Mr. Liu Teng as an independent non-executive director of the Company;

7. To authorize the board of directors of the Company to fix the respective directors' remuneration;

8. To declare a final dividend of HK$0.72 per Share for the year ended December 31, 2025;

9. To re-appoint PricewaterhouseCoopers as the auditor of the Company and to authorize the board of directors of the Company to fix its remuneration;

* *For identification purposes only*

10. To consider and, if thought fit, pass with or without amendments, the following resolution as an ordinary resolution:

"**THAT**:

(a) subject to compliance with the prevailing requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and paragraph (b) below, a general mandate be and is hereby generally and unconditionally given to the board of directors of the Company to exercise during the Relevant Period (as defined below) all the powers of the Company to repurchase its shares in accordance with all applicable laws, rules and regulations;

(b) the total number of shares of the Company to be repurchased pursuant to the mandate in paragraph (a) above shall not exceed 10% of the total number of issued shares of the Company (excluding any treasury shares) as at the date of passing of this resolution (subject to adjustment in the case of any consolidation or subdivision of shares of the Company after the date of passing of this resolution); 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 the articles of association of the Company or any applicable laws to be held; and

(iii) the date on which the mandate set out in this resolution is revoked or varied by an ordinary resolution of the shareholders in general meeting."

11. To consider and, if thought fit, pass with or without amendments, the following resolution as an ordinary resolution:

"**THAT**:

(a) subject to compliance with the prevailing requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and paragraph (b) below, a general mandate be and is hereby generally and unconditionally given to the board of directors of the Company to allot, issue and deal with additional shares in the share capital of the Company (including any sale or transfer of treasury shares of the Company) and to make or grant offers, agreements, options and

convertible securities which would or might require the exercise of such powers during or after the end of the Relevant Period (as defined below) in accordance with all applicable laws, rules and regulations;

(b) the aggregate number of shares allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) together with the treasury shares of the Company transferred or resold by the Board of the Company pursuant to the mandate in paragraph (a) above, otherwise than pursuant to:

(i) a Rights Issue (as defined below);

(ii) issue of shares upon the exercise of options or awards under any share scheme of the Company adopted from time to time in accordance with the Listing Rules; and

(iii) any scrip dividend scheme or similar arrangement providing for the allotment of shares in lieu of the whole or part of a dividend on shares of the Company in accordance with the articles of association of the Company,

shall not exceed 20% of the total number of issued shares of the Company (excluding any treasury shares) as at the date of passing of this resolution (subject to adjustment in the case of any consolidation or subdivision of shares of the Company after the date of passing of this resolution); 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 the articles of association of the Company or any applicable laws to be held; and

(iii) the date on which the mandate set out in this resolution is revoked or varied by an ordinary resolution of the shareholders in general meeting.

"**Rights Issue**" means an offer of shares open for a period fixed by the directors to holders of shares of the Company or any class thereof on the register on a fixed record date in proportion to their then holdings of such shares or class thereof (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 any relevant jurisdiction or the requirements of any recognized regulatory body or any stock exchange)."

12. To consider and, if thought fit, pass with or without amendments, the following resolution as an ordinary resolution:

"**THAT** conditional upon the passing of the resolutions set out in items 10 and 11 of the notice convening this meeting (the "**Notice**"), the general mandate referred to in the resolution set out in item 11 of the Notice be and is hereby extended by the addition to the aggregate number of shares which may be allotted and issued or agreed conditionally or unconditionally to be allotted and issued by the Board pursuant to such general mandate of the number of shares repurchased by the Company pursuant to the mandate referred to in resolution set out in item 10 of the Notice, provided that such amount of shares shall not exceed 10% of the total number of issued shares of the Company (excluding any treasury shares) as at the date of passing of this resolution (subject to adjustment in the case of any consolidation or subdivision of shares of the Company after the date of passing of this resolution)."

SPECIAL RESOLUTION

13. To consider as special business and, if thought fit, pass the following resolution as a special resolution:

"**THAT** the proposed amendments to the existing second amended and restated memorandum and articles of association of the Company are as set out in the circular of the Company dated May 28, 2026 (the "**Proposed Amendments**") be and are hereby approved, and the third amended and restated memorandum and articles of association of the Company (the "**Third Amended and Restated Memorandum and Articles of Association**"), which contains all the Proposed Amendments and a copy of which has been produced to the Meeting marked "A" and for identification purpose signed by the Chairman of the Meeting, be and is hereby approved and adopted in substitution for and to the exclusion of the existing second amended and restated memorandum and articles of association of the Company with immediate effect after the passing of this resolution, and that any one or more of the executive directors of the Company be and is hereby authorized to do all things necessary to implement the Proposed Amendments and the adoption of the Third Amended and Restated Memorandum and Articles of Association, and that the registered office provider of the Company be and is hereby authorized to arrange for the requisite filings with the Registrar of Companies in the Cayman Islands."

By Order of the Board
Beauty Farm Medical and Health Industry Inc.
LI Yang
Chairman and executive Director

Shanghai, May 28, 2026

Registered Office:	*Headquarters and Principal Place of Business in the PRC:*	*Principal Place of Business in Hong Kong:*
Floor 4, Willow House	Unit 1206, 12th Floor	Room 1901, 19/F
Cricket Square	No. 1089 Dongdaming Road	Lee Garden One
Grand Cayman	Hongkou District	33 Hysan Avenue
KY1-9010	Shanghai	Causeway Bay
Cayman Islands	PRC	Hong Kong

Notes:

1. All resolutions at the Meeting (except those relating to the procedural or administrative matters, which should be taken by a show of hands as the chairman of the Meeting may decide, in good faith) will be taken by a poll pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and the results of the poll will be published on the websites of Hong Kong Exchanges and Clearing Limited and the Company in accordance with the Listing Rules.

2. Any shareholder of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy (or more than one proxy if he/she is the holder of two or more shares) to attend and, on a poll, vote on his/her behalf. A proxy need not be a shareholder of the Company. If more than one proxy is so appointed, the form of proxy shall specify the number of shares in respect of which each such proxy is so appointed. In case of a poll every shareholder present in person or by proxy shall be entitled to one vote for each share held by him/her. Holders of treasury Shares of the Company, if any, shall abstain from voting at the Company's general meeting in connection to such treasury Shares.

3. 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 lodged with the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for holding the Meeting or any adjournment thereof (as the case maybe) (for the Meeting, i.e. not later than 9:30 a.m. on Wednesday, June 24, 2026). Completion and return of the form of proxy shall not preclude a shareholder of the Company from attending and voting in person at the Meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

4. The register of members of the Company will be closed from Tuesday, June 23, 2026 to Friday, June 26, 2026 (both dates inclusive), during which period no transfer of shares will be registered. In order to qualify for attending and voting at the Meeting, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration before 4:30 p.m. on Monday, June 22, 2026. For determining the entitlement of the shareholders to the proposed final dividend, the register of members of the Company will be closed from Friday, August 21, 2026 to Thursday, August 27, 2026 (both days inclusive), during which period no transfers of Shares will be registered. In order to qualify for the proposed final dividend (subject to the approval by shareholders at the Meeting), all transfer documents accompanied by the relevant share certificates must be lodged with the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited at the abovementioned address for registration before 4:30 p.m. on Thursday, August 20, 2026.

5. The record date for determining the entitlement of the Shareholders to attend and vote at the Meeting will be Friday, June 26, 2026. The record date for determining the qualification for the proposed final dividend (subject to the approval by shareholders at the Meeting) will be Thursday, August 27, 2026.

6. In respect of ordinary resolutions numbered 2, 3, 4, 5 and 6 above, Mr. Lian Songyong, Ms. Li Fangyu, Mr. Gao Jianming, Ms. Yi Lin and Mr. Liu Teng, shall retire at the Meeting and being eligible, have offered themselves for re-election at the above meeting. Details of the above retiring Directors are set out in Appendix I to the accompanying circular dated May 28, 2026.

7. In respect of ordinary resolution numbered 10 above, the board of directors wishes to state that they will exercise the powers conferred by the general mandate to repurchase shares of the Company in circumstances which they deem appropriate for the benefits of Shareholders. The explanatory statement containing the information necessary to enable Shareholders to make an informed decision on whether to vote for or against the resolution to approve the repurchase by the Company of its own shares, as required by the Listing Rules, is set out in Appendix II to the accompanying circular dated May 28, 2026.

8. In respect of the ordinary resolution numbered 11 above, the board of directors wishes to state that they have no immediate plans to issue any new shares of the Company. Approval is being sought from the Shareholders of the Company as a general mandate for the purposes of the Listing Rules.

9. If any shareholder chooses not to attend the Meeting in person but has any question about any resolution or about the Company, or has any matter for communication with the board of directors of the Company, he/she is welcome to send such question or matter in writing to the Company's headquarters and principal place of business in the PRC at Unit 1206, 12th Floor, No. 1089 Dongdaming Road, Hongkou District, Shanghai, PRC or by email to ir@beautyfarm.com.cn. If any shareholder has any question relating to the Meeting, please contact Computershare Hong Kong Investor Services Limited, the Company's Hong Kong branch share registrar as follows:

   Computershare Hong Kong Investor Services Limited
   17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong
   Website: www.computershare.com/hk/contact
   Tel: (852) 2862 8555
   Fax: (852) 2865 0990

10. References to times and dates in this notice are to Hong Kong time and dates.

As at the date of this notice, the Board comprises Mr. Li Yang as Chairman and executive Director, Mr. Lian Songyong as Vice Chairman and executive Director, Ms. Li Fangyu, Mr. Gao Jianming and Ms. Yi Lin as non-executive Directors and Mr. Fan Mingchao, Mr. Liu Teng and Mr. Jiang Hua as independent non-executive Directors.