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**Shenzhen Xunce Technology Co., Ltd.**  
**深圳迅策科技股份有限公司**

*(A joint stock company incorporated in the People’s Republic of China with limited liability)*  
*(Stock Code: 3317)*

**(1) PLACING OF NEW H SHARES UNDER GENERAL  
MANDATE;**  
**(2) CONCURRENT PROPOSED ISSUE OF RMB1,360,000,000  
U.S. DOLLAR SETTLED ZERO COUPON CONVERTIBLE  
BONDS DUE 2027 UNDER GENERAL MANDATE**

*Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers and Placing Agents*

**Morgan Stanley**

**Goldman Sachs**

**Deutsche Bank**

*Joint Lead Manager and Placing Agent*

**Guotai Junan International**

**PLACING OF NEW H SHARES UNDER GENERAL MANDATE**

On July 2, 2026 (after trading hours), the Company and the Placing Agents entered into the Placing Agreement pursuant to which the Company agrees to issue and allot the Placing Shares, and each Placing Agent agrees, on a several (and not joint nor joint and several) basis, as an agent of the Company, to procure, on a best effort basis, the Placees to subscribe for the Placing Shares at the Placing Price and on the terms of and subject to the conditions set out in the Placing Agreement. The Placing Shares will be allotted and issued pursuant to the General Mandate.

The Placing Price is HK\$107.70 per Placing Share. On the assumption that all Placing Shares are fully placed, the aggregate gross proceeds from the Placing are expected to be approximately HK\$784 million and the aggregate net proceeds (after deduction of the commissions and estimated expenses) from the Placing are expected to be approximately HK\$771 million. The Company intends to use the proceeds from the Placing for enhancing the full-chain AI data infrastructure, expanding cross-industry commercialization and scalable solution deployment, expanding overseas deployment through customer-driven internationalization, and working capital and general corporate purposes. For further details, see “Use of Proceeds”.

The Placing Shares, being 7,283,000 H Shares, represent approximately 2.7% of the existing number of H Shares in issue and approximately 2.3% of the total issued Shares as at the date of this announcement. The Placing Shares represent approximately 2.7% of the number of issued H Shares and approximately 2.2% of the total issued Shares, in each case, as enlarged by the allotment and issue of the Placing Shares (and assuming there is no other change in the issued share capital of the Company from the date of this announcement to the completion of the Placing save for the issue of the Placing Shares). The aggregate nominal value of the Placing Shares under the Placing will be RMB7,283,000.

The Placing Agents will place the Placing Shares to not less than six Placees who are independent professional, institutional and/or other investors on a best effort basis, subject to termination in certain events, as set out below under the paragraph headed “Conditions Precedent”.

The Placing is not subject to further Shareholders’ approval. The Company shall apply to the Hong Kong Stock Exchange for the listing and permission for trading of the Placing Shares, and shall comply with CSRC Rules and complete the CSRC Filings in connection with the Placing.

**As completion of the Placing is subject to the satisfaction of certain conditions precedent and the termination rights of the Placing Agents, the Placing may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the Shares.**

## **CONCURRENT PROPOSED ISSUE OF THE BONDS UNDER GENERAL MANDATE**

On July 2, 2026 (after trading hours), the Company and the Managers entered into the Subscription Agreement, pursuant to which and subject to certain conditions contained therein, the Company has agreed to issue, and the Managers have severally and not jointly agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds in an aggregate principal amount of RMB1,360,000,000. The Placing and the issue of the Bonds are independent of each other and are not inter-conditional.

The Bonds are convertible in the circumstances set out in the Terms and Conditions into H Shares at an initial Conversion Price of HK\$123.86 per H Share (subject to adjustments).

The initial Conversion Price is HK\$123.86 per H Share, which represents (i) a premium of approximately 0.05% over the last closing price of HK\$123.80 per H Share as quoted on the Hong Kong Stock Exchange on July 2, 2026 (being the trading day on which the Subscription Agreement was signed) and (ii) a premium of approximately 8.5% over the average closing price of HK\$114.20 as quoted on the Hong Kong Stock Exchange for the five consecutive trading days immediately prior to the date of the Subscription Agreement.

Assuming full conversion of the Bonds at the initial Conversion Price of HK\$123.86 per H Share, the Bonds will be convertible into approximately 12,686,469 H Shares, representing approximately 4.8% of the total issued H share capital of the Company and approximately 3.9% of the total issued share capital of the Company as at the date of this announcement and approximately 4.5% of the enlarged total issued H share capital of the Company and approximately 3.8% of the enlarged total issued share capital of the Company resulting from the full conversion of the Bonds. The Conversion Shares will be fully-paid and rank *pari passu* in all respects with the H Shares then in issue on the relevant registration date.

The net issue price per Conversion Share based on the estimated net proceeds from the Subscription of approximately US\$196 million, and 12,686,469 Conversion Shares resulting from the full conversion of the Bonds is estimated to be approximately HK\$120.9.

Subject to completion of the issue of the Bonds, the gross proceeds from the Subscription of the Bonds will be approximately US\$200 million, and the net proceeds from the Subscription of the Bonds, after deducting the Managers' commissions and other estimated expenses payable in connection with this offering, will be approximately US\$196 million. The Company intends to use the proceeds from the Subscription for enhancing the full-chain AI data infrastructure, expanding cross-industry commercialization and scalable solution deployment, expanding overseas deployment through customer-driven internationalization, and working capital and general corporate purposes. For further details, see "Use of Proceeds".

The Conversion Shares will be allotted and issued by the Company pursuant to the General Mandate granted to the Board by the Shareholders at the AGM. The Subscription of the Bonds and the issue of the Conversion Shares by the Company are not subject to further Shareholders' approval.

The Company will apply to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Bonds and the Conversion Shares.

**Completion of the Subscription Agreement is subject to the satisfaction and/or waiver of the conditions precedent therein. In addition, the Subscription Agreement may be terminated in certain circumstances.**

**As the transactions envisaged under the Subscription Agreement may or may not be completed, the Bonds may or may not be issued or listed and/or the Conversion Shares may or may not be issued or listed, Shareholders and investors are advised to exercise caution when dealing in the securities of the Company.**

## **A. PLACING OF NEW H SHARES UNDER GENERAL MANDATE**

On July 2, 2026 (after trading hours), the Company and the Placing Agents entered into the Placing Agreement. The principal terms of the Placing Agreement are set out below.

### **THE PLACING AGREEMENT**

#### **Date**

July 2, 2026 (after trading hours)

#### **Parties to the Placing Agreement**

- (1) The Company; and
- (2) The Placing Agents.

#### **Placing Shares**

7,283,000 new H Shares with nominal value of RMB1.00 each in the registered capital of the Company will be issued by the Company pursuant to the terms and subject to the conditions set out in the Placing Agreement.

The Placing Shares, being 7,283,000 H Shares, represent approximately 2.7% of the existing number of H Shares in issue and approximately 2.3% of the total issued Shares as at the date of this announcement. The Placing Shares represent approximately 2.7% of the number of issued H Shares and approximately 2.2% of the total issued Shares, in each case, as enlarged by the allotment and issue of the Placing Shares (and assuming there is no other change in the issued share capital of the Company from the date of this announcement to the completion of the Placing save for the issue of the Placing Shares). The aggregate nominal value of the Placing Shares under the Placing will be RMB7,283,000.

#### **The Placing**

The Company agrees to issue and allot the Placing Shares, and each Placing Agent agrees, on a several (and not joint nor joint and several) basis, as an agent of the Company, to procure, on a best effort basis, the Placees to subscribe for the Placing Shares at the Placing Price and on the terms and subject to the conditions set out in the Placing Agreement. The Placing Shares will be allotted and issued pursuant to the General Mandate.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Placing Agents are Independent Third Parties.

## **The Placees**

The Placing Agents will place the Placing Shares to not less than six Placees who are independent professional, institutional and/or other investors on a best effort basis.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Placees to be procured by the Placing Agents and their respective ultimate beneficial owners are or will be, as the case may be, Independent Third Parties.

## **Placing Price**

The Placing Price is HK\$107.70 per Placing Share which represents:

- (i) a discount of approximately 13.0% to the closing price of HK\$123.80 per H Share as quoted on the Hong Kong Stock Exchange on the date of the Placing Agreement; and
- (ii) a discount of approximately 5.7% to the average closing price of approximately HK\$114.20 per H Share as quoted on the Hong Kong Stock Exchange for the last five consecutive trading days immediately preceding the date of the Placing Agreement.

The net issue price (after deduction of the commissions and estimated expenses) is approximately HK\$105.8 per Placing Share.

The Placing Price was determined on an arm's length basis between the Company and the Placing Agents and with reference to the prevailing market price of the H Shares. The Directors consider that the Placing Price is fair and reasonable based on the current market conditions.

## **Ranking of the Placing Shares**

The Placing Shares will be issued and allotted free from all pledges, liens, charges and encumbrances, equities, security interests or other claims on the terms and subject to the constitutional documents of the Company and the terms and conditions set out in the Placing Agreement. The Placing Shares, when fully paid, will rank *pari passu* in all respects among themselves and with the other H Shares in issue or to be issued by the Company on or prior to the Placing Closing Date including the rights to all dividends or other distributions declared, made or paid on or after the Placing Closing Date.

## **Lock-up Undertakings by the Company under the Placing Agreement**

The Company has undertaken to the Placing Agents that, for a period from the date of the Placing Agreement and ending on the date which is 90 days after the Placing Closing Date, it will not, without the prior written consent of Morgan Stanley Asia Limited and Goldman Sachs (Asia) L.L.C., (i) effect or arrange or procure placement of, allot or issue or transfer out of treasury or offer to allot or issue or transfer out of treasury or grant any option, right or warrant to subscribe for, or enter into any transaction which is designed to, or might reasonably be expected to, result in any of the aforesaid (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), directly or indirectly, any equity securities of the Company or any securities convertible into, or exercisable, or exchangeable for, equity securities of the Company, or (ii) enter into any swap or similar agreement that transfers, in whole or in part, the economic risk of ownership of such Shares, whether any such transaction described in (i) or (ii) above is to be settled by delivery of Shares or such other securities, in cash or otherwise, or (iii) publicly announce an intention to effect any such transaction. The foregoing shall not apply to (i) the issue of the Placing Shares under the Placing Agreement; (ii) the proposed issuance by the Company of the Bonds, and any corresponding issue and allotment of Conversion Shares upon conversion, (iii) any Shares or other securities (including rights or options) which are issued, offered, exercised, allotted, appropriated, modified or granted to, or for the benefit of employees (including directors) of the Company or any of its subsidiaries and other eligible participants pursuant to any share award scheme or plan existing as at the date of the Placing Agreement.

## **Conditions Precedent**

Closing of the Placing Agreement is conditional upon, among others:

- (i) the Listing Committee granting listing of and permission to deal in the Placing Shares (the “**Listing Approval**”) and such listing and permission not subsequently revoked prior to the deposit of the Placing Shares in CCASS;
- (ii) all necessary approvals and clearances from all relevant PRC regulatory authorities in connection with the Placing having been obtained to the reasonable satisfaction of the Placing Agents, such approvals and clearances not materially conflicting with or altering the terms of the Placing Agreement and not imposing any material adverse conditions on any party of the Placing Agreement;
- (iii) the Placing Agents having received on the Placing Closing Date the relevant legal opinions to the Placing Agents, such opinions to be in form and substance reasonably satisfactory to the Placing Agents;

- (iv) before the Closing of the Placing, there shall not have occurred:
- (a) any change (nor any development or event involving a prospective change), in the financial condition, prospects, results of operations or general affairs of the Company or of the Group as a whole, which, in the opinion of the Placing Agents, is material and adverse in the context of the issue and Placing of the Placing Shares; or
  - (b) any suspension or limitation of trading (a) in any of the Company's securities by the Hong Kong Stock Exchange, or (b) generally on the Singapore Exchange Securities Trading Limited, the New York Stock Exchange, the London Stock Exchange plc, the Hong Kong Stock Exchange; or
  - (c) any outbreak or escalation of hostilities or other state of emergency or calamity or crisis or lock-down, act of terrorism, diseases or epidemics or pandemics including, but not limited to, Severe Acute Respiratory Syndromes (SARS), H1N1 and H5N1, the declaration by Hong Kong, the PRC, Singapore, the United States, the United Kingdom, any member of the European Economic Area or any jurisdictions relevant to the Group (including but not limited to its business or operations) and/or the Placing (together, the “**Relevant Jurisdictions**”, each a “**Relevant Jurisdiction**”) of a national emergency or war or other calamity or crisis; or
  - (d) any material disruption in commercial banking or securities settlement or clearance services in any Relevant Jurisdiction and/or a general moratorium on commercial banking activities having been declared by the relevant authorities in any Relevant Jurisdiction; or
  - (e) any material adverse change or development involving a prospective material adverse change in or affecting the financial markets in any Relevant Jurisdiction or in international financial, political or economic conditions, currency exchange rates, exchange controls or taxation,

that, in the judgment of the Placing Agents, would make the placement of the Placing Shares or the enforcement of contracts to purchase the Placing Shares impracticable or inadvisable, or would materially prejudice trading of the Placing Shares in the secondary market;

- (v) the representations and warranties made by the Company pursuant to the Placing Agreement being true and accurate and not misleading as of the date of the Placing Agreement and the Placing Closing Date; and
- (vi) the Company having complied with all of the agreements and undertakings and satisfied all of the conditions on its part to be complied with or satisfied under the Placing Agreement on or before the Placing Closing Date.

The Company shall, as soon as practicable, apply to the Hong Kong Stock Exchange for the granting of the Listing Approval and the Company shall promptly inform the Placing Agents following the receipt of the Listing Approval. The Company shall furnish such information, supply such documents, pay such fees and do all such acts and things as may reasonably be required by the Placing Agents and/or the relevant regulatory bodies in connection with the fulfilment of the conditions precedent in the Placing Agreement.

In the event that (i) any of the events set out in (iv) occurs at any time between the date of the Placing Agreement and the Placing Closing Date, or (ii) the Company does not deliver the Placing Shares on the Placing Closing Date, or (iii) any of the above conditions has not been satisfied or waived in writing at or prior to 8:00 a.m. (Hong Kong time) on the fifth business day after the date of the Placing Agreement, or such later date as may be agreed among the Company and the Placing Agents in writing, each of the Placing Agents may elect, in their sole discretion, to terminate the Placing Agreement forthwith, provided that certain clauses of the Placing Agreement shall survive such termination and remain in full force and effect and provided further that if the Company shall have delivered some but not all of the Placing Shares on the Placing Closing Date, each Placing Agent shall have the option to effect the Placing with respect to such Placing Shares as have been delivered, but such partial Placing shall not relieve the Company from liability for its default with respect to the Placing Shares not delivered. For the avoidance of doubt, termination or withdrawal of one Placing Agent's services shall not affect the obligations or rights of the other Placing Agent(s).

### **Completion of the Placing**

Subject to fulfilment (or waiver, as the case may be) of the conditions mentioned above, the completion of the Placing shall take place on the Placing Closing Date.

**As completion of the Placing is subject to the satisfaction of certain conditions precedent and the termination rights of the Placing Agents, the Placing may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.**

### **CSRC FILINGS**

The Company shall comply with CSRC Rules and complete the CSRC Filings in connection with the Placing in accordance with applicable laws and regulations.

### **APPLICATION FOR LISTING OF THE PLACING SHARES**

Application will be made to the Listing Committee for the listing of, and permission to deal in, the Placing Shares on the Hong Kong Stock Exchange.

## EFFECT ON SHAREHOLDINGS AS A RESULT OF THE PLACING

The table below sets out a summary of the shareholdings in the Company (i) as at the date of this announcement and (ii) immediately upon the completion of the Placing (assuming there is no change in the number of issued Shares from the date of this announcement up to the Placing Closing Date save for the issue of the Placing Shares) but before conversion of the Bonds.

Shareholders	As at the date of this announcement			Immediately after the completion of the Placing		
	<i>Class of Shares</i>	<i>Number of Shares</i>	<i>Approximate % of the total issued share capital</i>	<i>Class of Shares</i>	<i>Number of Shares</i>	<i>Approximate % of the total issued share capital</i>
Single Largest Group of Shareholders <sup>(Note 1)</sup>	Unlisted Shares	16,500,000	5.12	Unlisted Shares	16,500,000	5.00
Other holders of Unlisted Shares	Unlisted Shares	39,018,894	12.09	Unlisted Shares	39,018,894	11.82
Single Largest Group of Shareholders <sup>(Note 1)</sup>	H Shares	70,071,841	21.73	H Shares	70,071,841	21.24
Other holders of H Shares	H Shares	197,103,665	61.08	H Shares	197,103,665	59.73
Placees	H Shares	-	-	H Shares	7,283,000	2.21
<b>Total</b>	<b>-</b>	<b>322,694,400</b>	<b>100</b>	<b>-</b>	<b>329,977,400</b>	<b>100</b>

### Notes:

- For the purposes of this table, “Single Largest Group of Shareholders” means Zhuhai Enyuan Technology Partnership (Limited Partnership) (珠海恩圓科技合夥企業(有限合夥)), Zhuhai Fuqian Technology Partnership (Limited Partnership) (珠海富前科技合夥企業(有限合夥)), Zhuhai Guwen Technology Partnership (Limited Partnership) (珠海股溫科技合夥企業(有限合夥)), Zhuhai Hengcheng Technology Co., Ltd. (珠海亨呈科技有限責任公司), and Mr. Liu Chengxi.
- The aggregate of the percentage figures in the table above may not add up to the relevant sub-total or total percentage figures shown due to rounding of the percentage figures to two decimal places.

## **B. CONCURRENT PROPOSED ISSUE OF CONVERTIBLE BONDS UNDER GENERAL MANDATE**

On July 2, 2026 (after trading hours), the Company and the Managers entered into the Subscription Agreement, pursuant to which and subject to certain conditions contained therein, the Company has agreed to issue, and the Managers have, severally and not jointly, agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds in an aggregate principal amount of RMB1,360,000,000.

### **SUBSCRIPTION AGREEMENT**

#### **Date**

July 2, 2026

#### **Parties**

1. The Company as issuer; and
2. The Managers.

#### **Subscription**

Subject to the satisfaction of the conditions set out below in the section headed “Conditions precedent”, the Managers have severally and not jointly agreed to subscribe and pay for, or procure subscribers to subscribe and pay for, the Bonds in an aggregate principal amount of RMB1,360,000,000. The Placing and the issue of the Bonds are independent of each other and are not inter-conditional. To the best of the Directors’ knowledge, information and belief, and having made all reasonable enquiries, each of the Managers is an Independent Third Party.

#### **Subscribers**

The Managers have informed the Company that the Bonds will be offered to no less than six independent placees (who will be independent individual, corporate and/or institutional investors). To the best of the Directors’ knowledge, information and belief, having made all reasonable enquiries, each of the placees (and their respective ultimate beneficial owners) is an Independent Third Party.

## Conditions precedent

The obligations of the Managers to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds are conditional on, amongst others:

1. **Other Contracts:** the execution and delivery (on or before the Bond Closing Date) of the Contracts, each in a form satisfactory to the Managers, by the respective parties;
2. **Due Diligence:** each of the Managers being satisfied with the results of their due diligence investigations with respect to the Company and its subsidiaries and the Offering Circular shall have been prepared in form and content satisfactory to the Managers;
3. **Lock-up:** on or before the date of the Subscription Agreement, each of the Single Largest Group of Shareholders shall have executed a lock-up undertaking in the form set out in the Subscription Agreement;
4. **Auditors' Letters:** on the date of the Subscription Agreement and on the Bond Closing Date, there having been delivered to the Managers comfort letters, in form and substance satisfactory to the Managers, dated the date of the Subscription Agreement and dated the Bond Closing Date, and addressed to the Managers from BDO Limited, the Certified Public Accountants to the Company;
5. **Compliance:** at the Bond Closing Date:
  - (i) the representations and warranties of the Company in the Subscription Agreement being true and accurate, and as if made on such date;
  - (ii) the Company having performed all of its obligations under the Subscription Agreement to be performed on or before such date; and
  - (iii) there having been delivered to the Managers a certificate in the form attached to the Subscription Agreement, dated as of such date, of a duly authorized officer of the Company to such effect;
6. **Material Adverse Change:** after the date thereof and at the Bond Closing Date, there shall not have occurred any change (nor any development or event involving a prospective change), in the financial condition, prospects, results of operations or general affairs of the Company or of the consolidated Group as a whole, which, in the opinion of the Managers, is material and adverse in the context of the issue and offering of the Bonds;
7. **Other Consents:** on or prior to the Bond Closing Date there shall have been delivered to the Managers copies of all authorizations, filings, registrations, consents and approvals required in relation to the issue of the Bonds and the performance of its obligations under the Trust Deed, the Agency Agreement and the Bonds, including but not limited to the consents and approvals required from all lenders;

8. **Listing:** the Hong Kong Stock Exchange having agreed to list the Conversion Shares upon conversion of the Bonds and, subject to any conditions satisfactory to the Managers, to list the Bonds (or, in each case, the Managers being satisfied that such listing will be granted);
9. **Financial Officer's Certificates:** on the date of the Subscription Agreement and the Bond Closing Date, there having been delivered to the Managers a certificate substantially in the form attached to the Subscription Agreement dated as of such date and signed by the chief financial officer of the Company;
10. **Legal Opinions:** on or before the Bond Closing Date, there having been delivered to the Managers opinions, in form and substance satisfactory to the Managers, dated the Bond Closing Date, as the case may be, of legal advisers to the Managers and the Trustee as to Hong Kong law, legal advisers to the Managers and the Trustee as to English law, legal advisers to the Company as to PRC law and legal advisers to the Managers as to PRC law; and
11. **CSRC Filing:** on or prior to the Bond Closing Date, the agreed and final or substantially complete drafts of the following documents in relation to the CSRC Filings, in form and substance satisfactory to the Managers, having been delivered to the Managers:
  - (i) the CSRC Filing Report (including the letter of undertaking from the Company);
  - (ii) legal opinions of the legal advisers to the Company as to PRC law, to be submitted to the CSRC (including the letter of undertaking from the legal advisers to the Company);
  - (iii) the verification memorandum in relation to the CSRC Filing Report prepared by the legal advisers to the Managers as to PRC law;
  - (iv) confirmation letter of the legal advisers to the Managers as to PRC law, to confirm in all material respects with the contents, conclusions and opinions contained in legal opinions of the legal advisers to the Company as to PRC law;
  - (v) the memorandum to the Managers in relation to the CSRC Filing Report prepared by the legal advisers to the Managers as to PRC law; and
  - (vi) any other CSRC Filings required by the CSRC.

The Managers may, at their discretion and upon such terms as they think fit, waive compliance with the whole or any part of the conditions precedent (other than conditions precedent 1, 8 and 11 above) set out in the Subscription Agreement.

As at the date of this announcement, certain of the above conditions precedent to the completion of the Subscription Agreement are yet to be satisfied and/or waived (as the case may be). It is the intention of the Company to satisfy or procure the satisfaction of the conditions precedent of the Subscription Agreement before the Issue Date.

## Termination

Notwithstanding anything contained in the Subscription Agreement, the Managers may, by notice to the Company given at any time prior to payment of the net subscription monies for the Bonds to the Company, terminate the Subscription Agreement in any of the following circumstances:

1. if there shall have come to the notice of the Managers any breach of, or any event rendering untrue or inaccurate in any respect, any of the warranties and representations contained in the Subscription Agreement or any failure to perform, or breach of any of the Company's undertakings or agreements in the Subscription Agreement;
2. if any of the conditions precedent set out in the Subscription Agreement has not been satisfied or waived by the Managers on or prior to the Bond Closing Date;
3. if, on or prior to the Bond Closing Date, there shall have been, since the date of the Subscription Agreement, any change, or any development involving a prospective change, in national or international monetary, financial, political or economic conditions (including any disruption to trading generally, or trading in any securities of the Company on any stock exchange or in any over-the-counter market) or currency exchange rates or foreign exchange controls such as would in their view, be likely to prejudice materially the success of the offering and distribution of the Bonds or dealings in the Bonds in the secondary market;
4. if, on or prior to the Bond Closing Date, there shall have occurred any of the following events: (i) a suspension or a material limitation in trading in securities generally on the New York Stock Exchange, the London Stock Exchange plc, the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (ii) a suspension or a material limitation in trading in the Company's securities on the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (iii) a general moratorium on commercial banking activities in the United States, the PRC, Hong Kong, and/or the United Kingdom declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, the PRC, Hong Kong, or the United Kingdom; or (iv) a change or development involving a prospective change in taxation affecting the Company, the Bonds and the H Shares to be issued upon conversion of the Bonds or the transfer thereof which is likely to prejudice materially the success of the issue and distribution of the Bonds or dealings in the Bonds in the secondary market; or
5. if, on or prior to the Bond Closing Date, there shall have occurred any event or series of events (including the occurrence of any local, national or international outbreak or escalation of disaster, hostility, insurrection, armed conflict, act of terrorism, act of God or epidemic) as would in their view be likely to prejudice materially the success of the offering and distribution of the Bonds or dealings in the Bonds in the secondary market.

## Lock-up Undertakings by the Company under the Subscription Agreement

Neither the Company nor any person acting on its behalf will (a) issue, offer, sell, pledge, encumber, contract to sell or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shares or securities of the same class as the Bonds or the Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Bonds, the Shares or securities of the same class as the Bonds, the Shares or other instruments representing interests in the Bonds, the Shares or other securities of the same class as them, (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Shares, (c) enter into any transaction with the same economic effect as, or which is designed to, or which may be reasonably expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (a), (b) or (c) is to be settled by delivery of Shares or other securities, in cash or otherwise or (d) announce or otherwise make public an intention to do any of the foregoing, in any such case without the prior written consent of Morgan Stanley Asia Limited and Goldman Sachs (Asia) L.L.C. between the date of the Subscription Agreement and the date which is 90 days after the Bond Closing Date (both dates inclusive); except for (i) the Bonds and the Conversion Shares issued on conversion of the Bonds, (ii) the Shares issued in connection with the Placing, or (iii) any Shares or other securities (including rights or options) which are issued, offered, exercised, allotted, appropriated, modified or granted to, or for the benefit of employees (including directors) of the Company or any of its subsidiaries and other eligible participants pursuant to any share award scheme or plan existing as at the date of the Subscription Agreement. In addition, the Company shall procure that each of the Single Largest Group of Shareholders, namely, Zhuhai Enyuan Technology Partnership (Limited Partnership) (珠海恩圓科技合夥企業(有限合夥)), Zhuhai Fuqian Technology Partnership (Limited Partnership) (珠海富前科技合夥企業(有限合夥)), Zhuhai Guwen Technology Partnership (Limited Partnership) (珠海股溫科技合夥企業(有限合夥)), Zhuhai Hengcheng Technology Co., Ltd. (珠海亨呈科技有限責任公司) and Mr. Liu Chengxi, shall execute a Shareholder Lock-up undertaking in the form set out in the Subscription Agreement on the date of the Subscription Agreement. For the purposes of lock-up undertakings by the Company under the Subscription Agreement, “**Shares**” means (i) ordinary shares with a nominal value of RMB1.00 issued by the Company to investors which are traded in HK dollars on the Hong Kong Stock Exchange; (ii) ordinary shares with a par value of RMB1.00 each issued by the Company to investors in the PRC; and (iii) any other fully-paid and non-assessable shares of any class or classes of the ordinary shares of the Company authorised after the date of the Subscription Agreement which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Company.

## PRINCIPAL TERMS OF THE BONDS

The principal terms of the Bonds are summarized as follows:

Issuer:	The Company
Maturity Date:	On or around July 8, 2027
Issue Price:	100.00% of the principal amount of the Bonds
Bonds:	RMB1,360,000,000 U.S. dollar settled zero coupon convertible bonds due 2027 convertible at the option of the holder thereof into fully paid ordinary H shares of the Company of a nominal value of RMB1.00 each at the initial conversion price of HK\$123.86 per H Share.
Interest:	The Bonds are zero coupon and do not bear interest.
Status:	The Bonds will constitute direct, unsubordinated, unconditional and (subject to the Terms and Conditions) unsecured obligations of the Company and shall at all times rank <i>pari passu</i> and without any preference or priority among themselves. The payment obligations of the Company under the Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable law and subject to the Terms and Conditions, at all times rank at least equally with all of its other present and future direct, unsubordinated, unconditional and unsecured obligations.
Form and Denomination:	The Bonds will be issued in registered form in the specified denomination of RMB2,000,000 each and integral multiples of RMB1,000,000 in excess thereof.

Conversion Period:

Subject to and upon compliance with the Terms and Conditions, the Conversion Right attaching to any Bond may be exercised, at the option of the Bondholder, at any time after the Issue Date up to the close of business (at the place where the certificate evidencing such Bond is deposited for conversion) on the date falling 10 working days prior to the Maturity Date (both days inclusive), or if such Bond shall have been called for redemption by the Company before the Maturity Date, then up to and including the close of business (at the place aforesaid) on a date no later than 10 working days (at the place aforesaid) prior to the date fixed for redemption thereof; provided that no Conversion Right may be exercised in respect of a Bond where the holder shall have exercised its right to require the Company to redeem or repurchase such Bond pursuant to the Terms and Conditions (both dates inclusive); provided further that the Conversion Right is exercised subject to any applicable fiscal or other laws or regulations or as provided in the Terms and Conditions.

Conversion Price:

The price at which H Shares will be issued upon conversion will initially be HK\$123.86 per H Share but will be subject to adjustments for consolidation, subdivision or re-classification of H Shares, capitalization of profits or reserves, capital distributions, rights issues of Shares or options over Shares at less than 95% of the current market price, rights issues of other securities, issues at less than 95% of the current market price, other issues at less than 95% of the current market price, modification of rights of conversion etc. at less than 95% of the current market price, other offers to holders of H Shares, other events, further classes of ordinary Shares and Change of Control, as further described in the Terms and Conditions.

Adjustment upon Change of Control:

If a Change of Control shall have occurred, the Company shall give notice of that fact to the Bondholders (the “**Change of Control Notice**”) in accordance with the Terms and Conditions and to the Trustee and the agents appointed under the Agency Agreement in writing within 14 days after it becomes aware of such Change of Control. Following the giving of a Change of Control Notice, upon any exercise of Conversion Rights such that the relevant conversion date in respect of a Bond (the “**Conversion Date**”) falls within the period of 30 days following the later of (i) the relevant Change of Control and (ii) the date on which the Change of Control Notice is given to Bondholders (such period, the “**Change of Control Conversion Period**”), the Conversion Price shall be adjusted in accordance with the following formula:

$$\text{NCP} = \text{OCP} / (1 + (\text{CP} \times c/t))$$

Where:

“NCP” = the Conversion Price after such adjustment;

“OCP” = the Conversion Price before such adjustment. For the avoidance of doubt, OCP shall be the Conversion Price applicable on the relevant Conversion Date in respect of any conversion pursuant to Condition 5.6 (*Adjustment upon Change of Control*) of the Terms and Conditions;

Conversion Premium (“CP”) = 15.00 per cent. expressed as a fraction;

“c” = the number of days from and including the first day of the Change of Control Conversion Period to but excluding the Maturity Date; and

“t” = the number of days from and including the Issue Date to but excluding the Maturity Date,

provided that the Conversion Price shall not be reduced pursuant to Condition 5.6 (*Adjustment upon Change of Control*) of the Terms and Conditions below the level permitted by applicable laws and regulations from time to time (if any).

- Ranking of Conversion Shares: The H Shares issued upon exercise of the Conversion Rights will be fully paid up and will in all respects rank *pari passu* with, and within the same class as, the H Shares in issue on the relevant registration date except for any right excluded by mandatory provisions of applicable law.
- Redemption at Maturity: Unless previously redeemed, converted or purchased and cancelled as provided in the Terms and Conditions, the Company will redeem each Bond at the US\$ Equivalent of 101.75 per cent. of its principal amount on the Maturity Date.
- Redemption for Taxation Reasons: At any time the Company may, having given not less than 30 nor more than 60 days' notice to the Trustee, the Principal Agent and the Bondholders (which notice shall be irrevocable) redeem all but not some only of the Bonds at the US\$ Equivalent of their Early Redemption Amount, if the Company satisfies the Trustee immediately prior to the giving of such notice that (i) the Company has or will become obliged to pay Additional Tax Amounts (as defined in the Terms and Conditions) as provided or referred to in the Terms and Conditions as a result of any change in, or amendment to, the laws or regulations of the PRC or Hong Kong or in each case, any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after July 2, 2026, and (ii) such obligation cannot be avoided by the Company taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Company would be obliged to pay such Additional Tax Amounts were a payment in respect of the Bonds then due.

If the Company gives a notice of redemption pursuant to Condition 7.3 (*Redemption for Taxation Reasons*) of the Terms and Conditions, each Bondholder will have the right to elect that his Bond(s) shall not be redeemed and that the provisions of Condition 8 (*Taxation*) of the Terms and Conditions shall not apply in respect of any payment of principal or interest (if any) to be made in respect of such Bond(s) which falls due after the relevant tax redemption date, whereupon no Additional Tax Amounts shall be payable in respect thereof pursuant to Condition 8 (*Taxation*) and payment of all amounts shall be made subject to the deduction or withholding of the taxation required to be withheld or deducted by the government of the PRC or Hong Kong or, in each case, any authority thereof or therein having power to tax.

Redemption at the Option of  
the Company:

The Company may, having given not less than 30 nor more than 60 days' notice (an "**Optional Redemption Notice**") to the Bondholders (which notice will be irrevocable), the Trustee and the Principal Agent, redeem all but not some only of the Bonds at the US\$ Equivalent of their Early Redemption Amount, (i) at any time after August 21, 2026 but prior to the Maturity Date, provided that no such redemption may be made unless the Closing Price (as defined in the Terms and Conditions) of an H Share (translated into Renminbi at the Prevailing Rate applicable to each Trading Day (as defined in the Terms and Conditions)) for any 15 H Share Stock Exchange Business Days within a period of 30 consecutive H Share Stock Exchange Business Days, the last of such H Share Stock Exchange Business Day shall occur not more than 10 days prior to the date upon which notice of such redemption is given, was, for each such 15 H Share Stock Exchange Business Days, at least 120 per cent. of the applicable Early Redemption Amount for each Bond divided by the Conversion Ratio (as defined in the Terms and Conditions) then applicable; or (ii) if at any time the aggregate principal amount of the Bonds outstanding is less than 10 per cent. of the aggregate principal amount originally issued (including any Bonds issued pursuant to Condition 15 (*Further Issues*) of the Terms and Conditions).

Redemption for Relevant Events: Following the occurrence of a Relevant Event (as defined below), the holder of each Bond will have the right at such holder's option, to require the Company to redeem all or some only of such holder's Bonds on the Relevant Event Put Date (as defined in the Terms and Conditions) at the US\$ Equivalent of their Early Redemption Amount as at the Relevant Event Put Date.

**“Relevant Event”** means the occurrence of either:

- (i) a Change of Control;
- (ii) a Delisting; or
- (iii) a H Share Suspension in Trading.

Negative Pledge:

So long as any Bond remains outstanding (as defined in the Trust Deed), the Company shall not, and the Company shall procure that none of its Subsidiaries (as defined in the Terms and Conditions) (except for any Listed Subsidiaries and Subsidiaries of a Listed Subsidiary) will, create or permit to subsist any Security Interest (as defined in the Terms and Conditions) upon the whole or any part of its undertaking, assets or revenues (including any uncalled capital), present or future, to secure any Investment Securities or to secure any guarantee of or indemnity in respect of any Investment Securities unless, at the same time or prior thereto according to the Bonds the same security as is created or subsisting to secure any such Investment Securities, guarantee or indemnity or such other security as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders.

The foregoing restriction will not apply to:

- (a) any Security Interest which is existing on the Issue Date by the Company and any of its Subsidiaries, associated companies, affiliates and/or related companies;
- (b) any Security Interest on assets which is existing at the time of the acquisition thereof by the Company or any of the Subsidiaries;
- (c) any Security Interest which is mandatory pursuant to applicable laws or required as a prerequisite for obtaining governmental approvals;

- (d) any Security Interest provided in connection with any present and future issuance of asset backed securities by the Company or any of the Subsidiaries;
- (e) any Security Interest provided in respect of any present and future issuance of assets backed securities made by a special purpose vehicle where the Company or any of the Subsidiaries is the originator of the underlying assets;
- (f) any Security Interest which is existing over assets of a newly acquired company which becomes a Subsidiary; and
- (g) the renewal, extension or replacement of any Security Interest pursuant to the foregoing (a) through (f) above.

## **CONVERSION PRICE AND CONVERSION SHARES**

The initial Conversion Price is HK\$123.86 per H Share, which represents (i) a premium of approximately 0.05% over the last closing price of HK\$123.80 per H Share as quoted on the Hong Kong Stock Exchange on July 2, 2026 (being the trading day on which the Subscription Agreement was signed) and (ii) a premium of approximately 8.5% over the average closing price of HK\$114.20 as quoted on the Hong Kong Stock Exchange for the five consecutive trading days immediately prior to the date of the Subscription Agreement.

The initial Conversion Price was determined with reference to the prevailing market price of the H Shares and the Terms and Conditions (including the redemption options) and was negotiated on an arm's length basis between the Company and the Managers. The Directors consider that the Conversion Price is fair and reasonable based on the current market conditions and in the interests of the Company and the Shareholders as a whole.

Assuming full conversion of the Bonds at the initial Conversion Price of HK\$123.86 per H Share, the Bonds will be convertible into approximately 12,686,469 H Shares, representing approximately 4.8% of the total issued H share capital of the Company and approximately 3.9% of the total issued share capital of the Company as at the date of this announcement and approximately 4.5% of the enlarged total issued H share capital of the Company and approximately 3.8% of the enlarged total issued share capital of the Company resulting from the full conversion of the Bonds. The Conversion Shares will be fully-paid and rank *pari passu* in all respects with the H Shares then in issue on the relevant registration date.

The aggregate nominal amount of the Conversion Shares is RMB12,686,469. The net issue price per Conversion Share based on the estimated net proceeds from the Subscription of approximately US\$196 million, and 12,686,469 Conversion Shares resulting from the full conversion of the Bonds is estimated to be approximately HK\$120.9.

## **CSRC FILINGS**

The Company shall complete the CSRC Filings in connection with the offering of the Bonds.

## **APPLICATION FOR LISTING**

A formal application will be made by the Company to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Bonds by way of debt issue to Professional Investors only under Chapter 37 of the Listing Rules, on the Hong Kong Stock Exchange. The Company will also make an application to the Hong Kong Stock Exchange for the listing of the Conversion Shares on the Hong Kong Stock Exchange.

## C. GENERAL

### EFFECT ON SHAREHOLDINGS AS A RESULT OF CONVERSION OF THE BONDS

The table below sets out a summary of the shareholdings in the Company (i) as at the date of this announcement and (ii) upon the exercise in full of the Conversion Rights attached to the Bonds without taking the Placing Shares into account:

Shareholders	As at the date of this announcement			Upon full conversion of the Bonds at the initial Conversion Price of HK\$123.86 per H Share		
	<i>Class of Shares</i>	<i>Number of Shares</i>	<i>Approximate % of the total issued share capital</i>	<i>Class of Shares</i>	<i>Number of Shares</i>	<i>Approximate % of the total issued share capital</i>
Single Largest Group of Shareholders <sup>(Note 1)</sup>	Unlisted Shares	16,500,000	5.12	Unlisted Shares	16,500,000	4.92
Other holders of Unlisted Shares	Unlisted Shares	39,018,894	12.09	Unlisted Shares	39,018,894	11.63
Single Largest Group of Shareholders <sup>(Note 1)</sup>	H Shares	70,071,841	21.73	H Shares	70,071,841	20.89
Other holders of H Shares	H Shares	197,103,665	61.08	H Shares	197,103,665	58.77
Bondholders	H Shares	-	-	H Shares	12,686,469	3.78
<b>Total</b>	<b>-</b>	<b>322,694,400</b>	<b>100</b>	<b>-</b>	<b>335,380,869</b>	<b>100</b>

*Notes:*

- For the purposes of this table, “Single Largest Group of Shareholders” means Zhuhai Enyuan Technology Partnership (Limited Partnership) (珠海恩圓科技合夥企業(有限合夥)), Zhuhai Fuqian Technology Partnership (Limited Partnership) (珠海富前科技合夥企業(有限合夥)), Zhuhai Guwen Technology Partnership (Limited Partnership) (珠海股溫科技合夥企業(有限合夥)), Zhuhai Hengcheng Technology Co., Ltd. (珠海亨呈科技有限責任公司), and Mr. Liu Chengxi.
- The aggregate of the percentage figures in the table above may not add up to the relevant sub-total or total percentage figures shown due to rounding of the percentage figures to two decimal places.

# EFFECTS ON SHAREHOLDING STRUCTURE OF THE COMPANY AS A RESULT OF (I) THE PLACING; AND (II) THE CONVERSION OF THE BONDS

The table below sets out a summary of the shareholding structure of the Company (i) as at the date of this announcement; (ii) immediately upon the completion of the Placing (assuming there is no change in the number of issued Shares from the date of this announcement up to the Placing Closing Date) but before conversion of the Bonds; and (iii) after completion of the Placing and the issue and allotment of the Conversion Shares assuming the Bonds are fully converted into H Shares (subject to adjustments) at the initial Conversion Price of HK\$123.86 per H Share.

Shareholders	As at the date of this announcement			Immediately after the completion of the Placing but before the conversion of the Bonds			Immediately after the completion of the Placing and the issue and allotment of the Conversion Shares assuming the Bonds are fully converted into H Shares (subject to adjustments) at the initial Conversion Price of HK\$123.86 per H Share <sup>(Note 3)</sup>		
	Class of Shares	Number of Shares	Approximate %	Class of Shares	Number of Shares	Approximate %	Class of Shares	Number of Shares	Approximate %
			of the total issued share capital			of the total issued share capital			of the total issued share capital
Single Largest Group of Shareholders <sup>(Note 1)</sup>	Unlisted Shares	16,500,000	5.12	Unlisted Shares	16,500,000	5.00	Unlisted Shares	16,500,000	4.82
Other holders of Unlisted Shares	Unlisted Shares	39,018,894	12.09	Unlisted Shares	39,018,894	11.82	Unlisted Shares	39,018,894	11.39
Single Largest Group of Shareholders <sup>(Note 1)</sup>	H Shares	70,071,841	21.73	H Shares	70,071,841	21.24	H Shares	70,071,841	20.45
Other holders of H Shares	H Shares	197,103,665	61.08	H Shares	197,103,665	59.73	H Shares	197,103,665	57.52
Placees	H Shares	-	-	H Shares	7,283,000	2.21	H Shares	7,283,000	2.13
Bondholders	H Shares	-	-	H Shares	-	-	H Shares	12,686,469	3.70
<b>Total</b>	<b>-</b>	<b>322,694,400</b>	<b>100</b>	<b>-</b>	<b>329,977,400</b>	<b>100</b>	<b>-</b>	<b>342,663,869</b>	<b>100</b>

## Notes:

- For the purposes of this table, “Single Largest Group of Shareholders” means Zhuhai Enyuan Technology Partnership (Limited Partnership) (珠海恩圓科技合夥企業(有限合夥)), Zhuhai Fuqian Technology Partnership (Limited Partnership) (珠海富前科技合夥企業(有限合夥)), Zhuhai Guwen Technology Partnership (Limited Partnership) (珠海股溫科技合夥企業(有限合夥)), Zhuhai Hengcheng Technology Co., Ltd. (珠海亨呈科技有限責任公司), and Mr. Liu Chengxi.
- The aggregate of the percentage figures in the table above may not add up to the relevant sub-total or total percentage figures shown due to rounding of the percentage figures to two decimal places.
- This assumes no Shares will be purchased by the Company between the date of this announcement and the completion of the Placing or the full conversion of the Bonds, whichever is later, save for Placing Shares being placed in full and the issue of the Conversion Shares.

## USE OF PROCEEDS

Assuming all the Placing Shares are fully placed, the gross proceeds and net proceeds (after deducting the commission and estimated expenses) from the Placing are expected to be HK\$784 million and HK\$771 million, respectively. On such basis, the net issue price will be approximately HK\$105.8 per Placing Share.

Subject to completion of the issue of the Bonds, the gross proceeds from the Subscription of the Bonds will be approximately US\$200 million, and the net proceeds from the Subscription of the Bonds, after deducting the Managers' commissions and other estimated expenses payable in connection with this offering, will be approximately US\$196 million.

The Company intends to use its proceeds from the Placing and the Bonds as set out below:

- (1) **Enhancing the full-chain AI data infrastructure.** Approximately 35.0% will be used to further strengthen the Company's full-chain AI data infrastructure and related technology capabilities. The Company intends to continue enhancing its enterprise data processing, real-time computing, AI model integration and data tokenization capabilities to support the continued deployment of enterprise AI applications. The proceeds will also support further development of AI Data Agent, large model-related technologies and supporting computing infrastructure, improving the performance, reliability and scalability of the Company's AI data platform and strengthening the technology foundation for future enterprise AI deployment.
- (2) **Expanding cross-industry commercialization and scalable solution deployment.** Approximately 40.0% will be used to accelerate the deployment of the Company's AI data infrastructure across a broader range of industries and enterprise application scenarios. Building on its existing presence in financial asset management, telecommunications, energy, power, city operations, healthcare, intelligent vehicles, the low-altitude economy, high-end manufacturing and commercial aerospace, the Company intends to continue expanding industry-specific AI applications through customer collaboration and ecosystem partnerships. The proceeds will also support collaboration with strategic partners and further strengthen the adaptability of the Company's AI data infrastructure across different industries and enterprise environments.
- (3) **Expanding overseas deployment through customer-driven internationalization.** Approximately 15.0% will be used to expand the Company's international presence by supporting the overseas operations of its existing enterprise customers. As customers continue to expand internationally, the Company intends to strengthen its capabilities in solution localization, system implementation, delivery support and local ecosystem collaboration, enabling its AI data infrastructure to be deployed more efficiently across overseas markets. The Company expects this customer-driven approach to support the gradual replication of its AI data infrastructure in selected international markets while maintaining close alignment with customers' evolving operational requirements.

- (4) **Working Capital and General Corporate Purposes.** Approximately 10.0% will be used for general corporate purposes. The Company will use the proceeds for general corporate purposes, including working capital requirements and other operating expenses, to support its overall business operations and financial flexibility.

The summary of the abovementioned uses of the net proceeds of the Placing and the Bonds is set out as follows:

<b>Intended use of net proceeds</b>	<b>Approximate percentage of the total net proceeds</b>	<b>Allocation of net proceeds (HK\$ million)</b>	<b>Expected timeline for utilization of the net proceeds</b>
(1) Enhancing the full-chain AI data infrastructure	35.0%	806	By December 31, 2030
(2) Expanding cross-industry commercialization and scalable solution deployment	40.0%	922	By December 31, 2030
(3) Expanding overseas deployment through customer-driven internationalization	15.0%	346	By December 31, 2030
(4) Working Capital and General Corporate Purposes	10.0%	230	By December 31, 2030
<b>Total</b>	<b><u>100.0%</u></b>	<b><u>2,304</u></b>	

## **REASONS FOR AND BENEFITS OF THE PLACING AND THE ISSUE OF THE BONDS**

The Board is of the view that the Placing will enlarge the shareholder base and the capital base of the Company and the Placing and the issue of the Bonds will further enhance the Group's financial strength, market competitiveness and comprehensive strength, and promote the long-term healthy and sustainable development of the Group. The Board currently intends to use the funds as mentioned above and considers it will facilitate the overall development and expansion of the Group.

The Board considers that the terms of the Placing Agreement and the Subscription Agreement and the issue of the Bonds are made on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

# GENERAL MANDATE FOR THE PLACING AND THE ISSUE AND ALLOTMENT OF THE PLACING SHARES, AND THE ISSUE OF THE BONDS AND THE CONVERSION SHARES

At the AGM, a special resolution was passed to grant the General Mandate to the Directors to issue, allot, or deal with additional H Shares (including securities convertible into such H Shares) not exceeding 53,435,101 H Shares, equivalent to approximately 20% of the aggregate nominal amount of H Shares of the Company in issue as at the date of the AGM (i.e., 267,175,506 H Shares). As at the date of this announcement and immediately prior to entering into of the Placing Agreement and the Subscription Agreement, the Company has not issued any H Shares under the General Mandate. The Placing Shares to be issued and the Conversion Shares to be issued upon the conversion of the Bonds will be allotted and issued pursuant to the General Mandate. Accordingly, the Placing, Subscription of the Bonds and the issue of the Conversion Shares by the Company are not subject to further Shareholders' approval.

## FUND RAISING ACTIVITIES BY THE COMPANY IN THE PAST TWELVE MONTHS

On December 30, 2025, we completed the initial public offering and listing of 22,500,000 H Shares on the Main Board of the Hong Kong Stock Exchange (the “**Global Offering**”) and received net proceeds of approximately HK\$965.8 million (the “**IPO Net Proceeds**”). On January 27, 2026, we completed issue and allotment of 194,400 H Shares following the partial exercise of the over-allotment option granted by the Company to the sponsor-overall coordinator in relation to the Global Offering and received net proceeds of approximately HK\$8.91 million (the “**OAO Net Proceeds**”, together with the IPO Net Proceeds, the “**GO Net Proceeds**”).

As of December 31, 2025, the Company has not utilized any of the GO Net Proceeds. The table below sets forth a detailed breakdown of the GO Net Proceeds and a description of their allocation and proposed purposes.

Use of GO Net Proceeds	Approximate percentage of the GO Net Proceeds	Allocation of the GO Net Proceeds (HK\$ million)	Expected timeline for utilization of the GO Net Proceeds
The Group's ongoing and future research and development of its solutions	80.0%	779.77	By December 31, 2030
Improving the Group's marketing capabilities	10.0%	97.47	By December 31, 2030
Working capital and other general business purposes	10.0%	97.47	By December 31, 2030
<b>Total</b>	<b>100.0%</b>	<b>974.71</b>	

Save as disclosed above, the Company has not raised any fund by issuing equity securities during the 12 months immediately before the date of this announcement.

## **AMENDMENTS TO THE ARTICLES OF ASSOCIATION**

Upon completion of the Placing, the registered capital and total number of the Shares of the Company will be changed to RMB329,977,400 and 329,977,400 Shares, respectively. To reflect such changes in the registered capital and total share capital of the Company, corresponding amendments will be made to the Articles of Association (the “**Amendments to the Articles of Association**”). In accordance with the resolution in relation to the General Mandate passed at the annual general meeting of the Company held on June 26, 2026, the Shareholders have authorized the Board to make any amendments to the Articles of Association as it deems necessary. As such, the Amendments to the Articles of Association do not require further Shareholders’ approval and will become effective from the date of completion of the Placing.

## **GENERAL INFORMATION**

The Company is a leading AI real-time data infrastructure and analytics solution provider in China. The Company has developed a unified AI data infrastructure that provides data tokenization services, transforming fragmented and heterogeneous enterprise data into standardized and traceable data tokens that enable LLMs and industry-specific AI applications to access and utilize enterprise data in real time. Built on a full-chain AI data infrastructure spanning the entire enterprise data lifecycle, the Company’s solutions cover data acquisition, cleansing, standardisation, labelling, modelling, real-time stream computing, AI agent development and large model fine-tuning.

**Completion of the Subscription Agreement is subject to the satisfaction and/or waiver of the conditions precedent therein. In addition, the Subscription Agreement may be terminated in certain circumstances.**

**As the transactions envisaged under the Subscription Agreement may or may not be completed, the Bonds may or may not be issued or listed and/or the Conversion Shares may or may not be issued or listed, Shareholders and investors are advised to exercise caution when dealing in the Shares and other securities of the Company.**

## DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires:

“Agency Agreement”	means the paying, conversion and transfer agency agreement in respect of the Bonds to be entered into between the Company, the Trustee, The Bank of New York Mellon, London Branch as the principal paying agent and principal conversion agent, and The Bank of New York Mellon SA/NV, Dublin Branch as registrar and principal transfer agent, and the other paying agents, conversion agents and transfer agents appointed thereunder on or around the Issue Date
“AGM”	the annual general meeting of the Company held on June 26, 2026
“Alternative Stock Exchange”	means, at any time, in the case of the H Shares, if they are not at that time listed and traded on the Hong Kong Stock Exchange, the principal stock exchange or securities market on which such H Shares are then listed or quoted or dealt in
“Articles of Association”	the articles of association of the Company
“Board”	means the board of Directors of the Company
“Bond Closing Date”	means the date on or around July 10, 2026
“Bondholder(s)”	means holder(s) of the Bond(s) from time to time
“Bonds”	means RMB1,360,000,000 U.S. dollar settled zero coupon convertible bonds due 2027 convertible at the option of the holder thereof into fully paid ordinary H Shares of the Company of par value of RMB1.00 each at the initial Conversion Price of HK\$ 123.86 per H Share
“CCASS”	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited

“Change of Control”	means: <ul style="list-style-type: none"> <li>(a) the Single Largest Group of Shareholders, collectively and acting together, cease to be the single largest holder of voting rights in the Company;</li> <li>(b) other than Single Largest Group of Shareholders, any person or persons, acting together, acquires control of the Company if such person or persons does not or do not have, and would not be deemed to have, control of the Company on the Issue Date; or</li> <li>(c) the Company consolidates with or merges into or sells or transfers all or substantially all of its assets to any other person, unless the consolidation, merger, sale or transfer will not result in the other person or persons acquiring control over the Company or the successor entity</li> </ul>
“Company”	means Shenzhen Xunce Technology Co., Ltd. (深圳迅策科技股份有限公司), a company incorporated under the laws of the PRC, the H Shares of which are listed on the Main Board of the Hong Kong Stock Exchange (stock code: 3317)
“connected person”	has the meaning ascribed to it under the Listing Rules
“Contracts”	means the Subscription Agreement, the Trust Deed and the Agency Agreement
“Conversion Price”	means the price per Conversion Share (subject to adjustments) at which the Bonds may be converted into the H Shares
“Conversion Right”	means the right of a Bondholder to convert any Bond into H Shares
“Conversion Share(s)”	means the H Share(s) to be issued upon conversion of the Bonds pursuant to the Trust Deed and the Terms and Conditions
“CSRC”	means China Securities Regulatory Commission
“CSRC Filing(s)”	means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the issuance of the Bonds pursuant to the CSRC Filing Rules (including, without limitation, the CSRC Filing Report)

“CSRC Filing Report”	means the filing report of the Company in relation to the issuance of the Bonds which will be submitted to the CSRC within three PRC business days after the Issue Date pursuant to Articles 13 and 16 of the CSRC Filing Rules
“CSRC Filing Rules”	means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC on 17 February 2023, as amended, supplemented or otherwise modified from time to time
“Delisting”	means when the H Shares cease to be listed or admitted to trading on the Hong Kong Stock Exchange, or, if applicable, the Alternative Stock Exchange
“Director(s)”	means the director(s) of the Company
“Early Redemption Amount”	the “Early Redemption Amount” of a Bond, for each RMB1,000,000 principal amount of the Bonds, is the amount determined to represent for the Bondholder on the relevant date for determination of the Early Redemption Amount (the “ <b>Determination Date</b> ”) a gross yield of 1.75 per cent. per annum calculated on a semi-annual basis. The applicable Early Redemption Amount for each RMB1,000,000 principal amount of Bonds is calculated in accordance with the formula set out in Condition 7.5 ( <i>Early Redemption Amount</i> ) of the Terms and Conditions
“Fixed Exchange Rate”	means fixed rate of RMB0.8655 to HK\$1.00
“General Mandate”	the general mandate granted by the special resolution passed at the AGM to the Board to allot and issue H Shares authorised by the Shareholders in the AGM
“Group”	means the Company and its subsidiaries
“H Share(s)”	means the ordinary foreign share(s) with a par value of RMB1.00 each issued by the Company which are traded in HK dollars on the Hong Kong Stock Exchange
“H Share Stock Exchange Business Day(s)”	means any day (other than a Saturday or Sunday) on which the Hong Kong Stock Exchange or the Alternative Stock Exchange (as the case may be) is open for the business of dealing in securities
“H Share Suspension in Trading”	means the suspension in trading of the H Shares for a period of 30 consecutive H Share Stock Exchange Business Days

“HK\$” or “HK dollars” or “HKD”	means Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC
“Hong Kong Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“Independent Third Party(ies)”	an individual(s) or a company(ies) who or which, as far as the Directors are aware after having made all reasonable enquiries, is/ are not a connected person(s) of the Company within the meaning of the Listing Rules
“Investment Securities”	means any present or future indebtedness incurred outside the PRC in the form of, or represented by, bonds, debentures, notes, loan stock, bearer participation certificates, depositary receipts, certificates of deposit or other investment securities which represent indebtedness and are for the time being, or are intended to be or capable of being, quoted, listed, ordinarily dealt in or traded on any stock exchange or over-the-counter or other securities market outside the PRC (which, for the avoidance of doubt, does not include bilateral loans, syndicated loans or club deal loans)
“Issue Date”	means the date on or around July 10, 2026
“Listed Subsidiary”	means a Subsidiary of the Company, whose shares are at the relevant time listed on Hong Kong Stock Exchange or any other stock exchange
“Listing Committee”	means the Listing Committee of the Hong Kong Stock Exchange
“Listing Rules”	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Managers” or “Placing Agents”	means Morgan Stanley Asia Limited, Goldman Sachs (Asia) L.L.C., Deutsche Bank AG, Hong Kong Branch and Guotai Junan Securities (Hong Kong) Limited
“Maturity Date”	means the date on or around July 8, 2027
“Offering Circular”	means the offering circular prepared by the Company for use in connection with the issue of the Bonds and/or the listing of the Bonds on the Hong Kong Stock Exchange

“Placees”	any professional, institutional and other investors whom the Placing Agents have procured to subscribe for any of the Placing Shares pursuant to the Placing Agreement
“Placing”	the placement of Placing Shares by the Placing Agents pursuant to the Placing Agreement
“Placing Agreement”	the placing agreement dated July 2, 2026 entered into between the Company and the Placing Agents in respect of the Placing
“Placing Closing Date”	July 10, 2026, or at such other time and/or date as the Company and the Placing Agents agree in writing and in compliance with the Listing Rules
“Placing Price”	HK\$107.70 per Placing Share
“Placing Share(s)”	7,283,000 new H Shares to be issued and allotted by the Company pursuant to the terms and subject to the conditions set out in the Placing Agreement
“PRC”	means the People’s Republic of China, excluding for the purpose of this announcement, Hong Kong, Macau Special Administrative Region and Taiwan
“Prevailing Rate”	means, in respect of any currency on any day, the spot mid-rate of exchange between the relevant currencies prevailing as at or about 12:00 noon (Hong Kong time) on that date as appearing on or derived from the Relevant Page or, if such a rate cannot be determined at such time, the rate prevailing as at or about 12:00 noon (Hong Kong time) on the immediately preceding day on which such rate can be so determined, provided that in the case of any cash Capital Distribution (as defined in the Terms and Conditions) in respect of the H Shares, the “Prevailing Rate” shall be deemed to be the average benchmark exchange rate between Renminbi and HK dollars, calculated in the manner as announced by the Company on the Hong Kong Stock Exchange from time to time
“Principal Agent”	means The Bank of New York Mellon, London Branch
“Relevant Page”	means the relevant Bloomberg BFIX page (or its successor page) or, if there is no such page, on the relevant Reuters HKDFIX page (or its successor page) or such other information service provider that displays the relevant information

“RMB”	means renminbi, the lawful currency of the PRC
“Securities Act”	means the United States Securities Act of 1933 (as amended)
“Shareholders”	means the holders of the Shares
“Shares”	means the H Shares and the Unlisted Shares
“Single Largest Group of Shareholders”	means (a) Zhuhai Enyuan Technology Partnership (Limited Partnership) (珠海恩圓科技合夥企業(有限合夥)), Zhuhai Fuqian Technology Partnership (Limited Partnership) (珠海富前科技合夥企業(有限合夥)), Zhuhai Guwen Technology Partnership (Limited Partnership) (珠海股溫科技合夥企業(有限合夥)), Zhuhai Hengcheng Technology Co., Ltd. (珠海亨呈科技有限責任公司), and Mr. Liu Chengxi, and (b) each of the Affiliated Holders (as defined in the Terms and Conditions)
“Subscription”	means the issue and subscription of the Bonds pursuant to the Subscription Agreement
“Subscription Agreement”	means the subscription agreement dated July 2, 2026 entered into between the Company and the Managers in connection with the issue and subscription of the Bonds
“Terms and Conditions”	means the terms and conditions of the Bonds
“Trust Deed”	means the trust deed constituting the Bonds to be entered into between the Company and the Trustee on or around the Issue Date
“Trustee”	means The Bank of New York Mellon, London Branch
“United States”	means the United States of America
“Unlisted Shares”	means the ordinary domestic shares with a par value of RMB1.00 each issued by the Company which are currently unlisted on any stock exchange
“US\$” or “USD”	means U.S. dollar(s), the lawful currency of the United States

“US\$ Equivalent” in respect of a Renminbi-denominated amount due under the Bonds, the U.S. dollars amount converted from the relevant Renminbi amount pursuant to the Terms and Conditions

“%” means percentage

By Order of the Board  
**Shenzhen Xunce Technology Co., Ltd.**  
**Mr. Liu Zhijian**  
*Chairman, Executive Director and Chief Executive Officer*

Hong Kong, July 3, 2026

*As at the date of this announcement, the Board comprises Mr. Liu Zhijian, Mr. Geng Dawei, Mr. Yang Yang and Mr. Xuan Ran as executive Directors; Ms. He Jinglu and Mr. Cai Xiang as non-executive Directors; and Mr. Wong Ti, Mr. Jiang Changjian and Ms. Tian Jiangchuan as independent non-executive Directors.*