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Renrui Human Resources Technology Holdings Limited

人瑞人才科技控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 6919)

**(1) CONNECTED TRANSACTION: ACQUISITION OF 30.0%
EQUITY INTEREST IN A JOINT VENTURE AND
TERMINATION OF JOINT VENTURE ARRANGEMENT
AND**

**(2) SUPPLEMENTAL AGREEMENT CONSTITUTING MATERIAL
VARIATIONS OF THE TERMS OF ONE EXISTING CONTINUING
CONNECTED TRANSACTION AND TERMINATION OF ONE
EXISTING CONTINUING CONNECTED TRANSACTION**

Introduction

Reference is made to: (i) the announcement of the Company dated March 7, 2025 in relation to the formation of Ruibo Gongchuang by Shanghai Renhui and Beyondsoft Shanghai pursuant to the JV Agreement; and (ii) the announcement of the Company dated June 20, 2025 in relation to the continuing connected transactions contemplated under: (a) the Original Technical Services Arrangement Framework Agreement; (b) the Human Resources Recruitment and Payroll Management Services Framework Agreement; and (c) the SaaS Services Framework Agreement.

The Board announces that on July 15, 2026,

- (1) Shanghai Renhui, an indirect wholly-owned subsidiary of the Company, and Beyondsoft Shanghai entered into:
 - (a) the Equity Transfer Agreement, pursuant to which Beyondsoft Shanghai agreed to transfer, and Shanghai Renhui agreed to acquire, the 30.0% equity interest in Ruibo Gongchuang at a consideration equal to 30.0% of the net asset value of Ruibo Gongchuang as of June 30, 2026, and

- (b) the JV Termination Agreement, pursuant to which, with effect from the completion date under the Equity Transfer Agreement, the JV Agreement and other historical joint venture documents in relation to the formation and operation of Ruibo Gongchuang shall be terminated; and
- (2) in relation to the CCT Agreements among the Company, Beyondsoft Corporation and Ruibo Gongchuang
 - (a) the Company, Beyondsoft Corporation and Ruibo Gongchuang entered into the Supplemental Agreement to the Original Technical Services Arrangement Framework Agreement, pursuant to which the parties agreed that, going forward, the transfer or subcontracting of technical services business under the framework agreement shall be conducted between the Group and the Beyondsoft Group only, and shall no longer be conducted through Ruibo Gongchuang;
 - (b) the Company and Ruibo Gongchuang entered into a termination agreement in relation to the Human Resources Recruitment and Payroll Management Services Framework Agreement, pursuant to which the parties agreed that the Human Resources Recruitment and Payroll Management Services Framework Agreement shall be terminated with effect from the date of the termination agreement, with no further legal effect on either party, and that, save for any liabilities and obligations expressly preserved, neither party shall have any further rights, obligations, claims or demands against the other thereunder, and any unperformed obligations shall cease to have effect; and
 - (c) The SaaS Services Framework Agreement remains unchanged.

Listing Rules Implications

As at the date of this announcement, Beyondsoft Corporation indirectly holds approximately 10.0% of the issued Shares of the Company and is therefore a substantial shareholder of the Company. As Beyondsoft Shanghai is a direct wholly-owned subsidiary of Beyondsoft Corporation, Beyondsoft Shanghai is a connected person of the Company under Chapter 14A of the Listing Rules. Accordingly, the Equity Transfer Agreement and the transactions contemplated thereunder constitute a connected transaction of the Company under Chapter 14A of the Listing Rules.

Pursuant to Rule 14A.35 of the Listing Rules, if a previously disclosed connected transaction is subsequently terminated, the listed issuer must announce such fact as soon as practicable and comply with all other applicable provisions under the Listing Rules.

As the JV Agreement and the Human Resources Recruitment and Payroll Management Services Framework Agreement were terminated, the Company is subject to the announcement requirement under Rule 14A.35 of the Listing Rules.

Pursuant to Rule 14A.35 of the Listing Rules, if there is any material variation of the terms of a connected transaction, the listed issuer must announce this fact as soon as practicable and comply with all other applicable provisions under the Listing Rules. As the Supplemental Agreement constitutes a material variation of the terms of an existing CCT Agreement, namely the Original Technical Services Arrangement Framework Agreement, the Company is required to re-comply with the applicable requirements under Chapter 14A of the Listing Rules.

As the highest applicable percentage ratio in respect of the Equity Transfer Agreement exceeds 0.1% but is less than 5%, the Equity Transfer Agreement is subject to the reporting and announcement requirements but is exempt from the circular (including independent financial advice) and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

As the highest applicable percentage ratios in respect of the transactions contemplated under the Technical Services Arrangement Framework Agreement (as supplemented), on an annual basis, exceed 0.1% but remain less than 5%, the transactions contemplated under the Supplemental Agreement are subject to the reporting and announcement requirements, the annual review requirements, but are exempt from the circular (including independent financial advice) and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

As all of the applicable percentage ratios in respect of the transactions contemplated under the Equity Transfer Agreement and the Supplemental Agreement are less than 5%, neither the transactions contemplated under the Equity Transfer Agreement nor those contemplated under the Supplemental Agreement constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

INTRODUCTION

Reference is made to: (i) the announcement of the Company dated March 7, 2025 in relation to the formation of Ruibo Gongchuang by Shanghai Renhui and Beyondsoft Shanghai pursuant to the JV Agreement; and (ii) the announcement of the Company dated June 20, 2025 in relation to the continuing connected transactions contemplated under: (a) the Original Technical Services Arrangement Framework Agreement; (b) the Human Resources Recruitment and Payroll Management Services Framework Agreement; and (c) the SaaS Services Framework Agreement.

The Board has approved the Equity Transfer Agreement, the JV Termination Agreement, and the termination agreement in relation to the Human Resources Recruitment and Payroll Management Services Framework Agreement, the Supplemental Agreement to the Technical Services Arrangement Framework Agreement and the transactions contemplated thereunder.

CONNECTED TRANSACTION: ACQUISITION OF 30.0% EQUITY INTEREST IN A JOINT VENTURE AND TERMINATION OF JOINT VENTURE ARRANGEMENT

On July 15, 2026, Shanghai Renhui, an indirect wholly-owned subsidiary of the Company, and Beyondsoft Shanghai entered into the Equity Transfer Agreement and the JV Termination Agreement.

Equity Transfer Agreement

Background

Shanghai Renhui and Beyondsoft Shanghai entered into the JV Agreement on March 7, 2025 in relation to the formation of Ruibo Gongchuang.

Date, Parties, and Subject Matter

On July 15, 2026, Shanghai Renhui, as purchaser, and Beyondsoft Shanghai, as seller, entered into the Equity Transfer Agreement pursuant to which Beyondsoft Shanghai agreed to transfer, and Shanghai Renhui agreed to acquire, the 30.0% equity interest in Ruibo Gongchuang held by Beyondsoft Shanghai.

Consideration

The consideration for the equity transfer will be equal to 30.0% of the net asset value of Ruibo Gongchuang as of June 30, 2026, which is RMB2,997,782.56. The consideration shall be payable in cash by Shanghai Renhui to Beyondsoft Shanghai and shall be funded by the Group's internal resources. The consideration was determined after arm's length negotiations between the parties with reference to the net asset value of Ruibo Gongchuang and taking into account that Ruibo Gongchuang has not commenced substantive business operations since its establishment and up to the date of the Equity Transfer Agreement.

Effect of Completion

Upon completion of the Equity Transfer Agreement, Ruibo Gongchuang will become an indirect wholly-owned subsidiary of the Company, and its financial results will continue to be consolidated into the financial statements of the Group.

Termination of Joint Venture Arrangement: the JV Termination Agreement

Background

Shanghai Renhui and Beyondsoft Shanghai entered into the JV Agreement on March 7, 2025 in relation to the formation of Ruibo Gongchuang.

On July 15, 2026, Shanghai Renhui and Beyondsoft Shanghai entered into the Equity Transfer Agreement, pursuant to which Beyondsoft Shanghai agreed to transfer all of its equity interest in Ruibo Gongchuang to Shanghai Renhui.

Date and Parties, and Subject Matter

On July 15, 2026, Shanghai Renhui and Beyondsoft Shanghai entered into the JV Termination Agreement.

Principal Terms and Consideration

Pursuant to the JV Termination Agreement, the JV Agreement and the other historical joint venture documents entered into between Shanghai Renhui and Beyondsoft Shanghai in relation to the formation and operation of Ruibo Gongchuang shall be terminated and cease to have effect upon the completion of the Equity Transfer Agreement.

Following the termination, each party shall cease to have any further rights or obligations (including but not limited to the Put Option) under the JV Agreement and relevant historical joint venture documents, save for any confidentiality obligations thereunder.

No compensation or termination fee shall be payable by either party in respect of such termination.

Reasons for termination

As the Company proposes to acquire the entire equity interest held by Beyondsoft Shanghai in Ruibo Gongchuang, the Board considers that it is appropriate to terminate the joint venture arrangement and related historical joint venture documents so as to reflect the cessation of the joint venture relationship between Shanghai Renhui and Beyondsoft Shanghai.

Reasons for and Benefits of Equity Transfer Agreement and the JV Termination Agreement

As disclosed in the JV Announcement, Ruibo Gongchuang was intended to engage in the provision of information technology and digital talent services. However, as at the date of this announcement, Ruibo Gongchuang has not commenced substantive business operations. In the process of business expansion of the Group, the existing joint venture arrangements are likely to impose restrictions on the identification of related entities in the bidding and business cooperation accesses of some customers, which impose certain constraints and restrictions on the Group's business expansion and project bidding accesses. Taking into account the prevailing business environment and the Group's strategic priorities, the Board considers that it is more appropriate for the Group to streamline its business structure and fully consolidate Ruibo Gongchuang.

The acquisition of the remaining 30.0% equity interest in Ruibo Gongchuang will enable the Group to obtain full control over Ruibo Gongchuang and enjoy greater flexibility in its management, while the termination of the JV Agreement will simplify the governance structure and eliminate any potential constraints arising from the joint venture arrangement.

The Directors, including the independent non-executive Directors, consider that the terms of the Equity Transfer Agreement and the JV Termination Agreement are fair and reasonable, on normal commercial terms and have been entered into after arm's length negotiations, and are in the interests of the Company and the Shareholders as a whole. The Board is also of the view that the termination of the JV Agreement will not have any material adverse impact on the business operations or financial position of the Group.

Listing Rules Implications in Relation to the Equity Transfer Agreement and JV Termination Agreement

As at the date of this announcement, Beyondsoft Corporation indirectly holds approximately 10.0% of the issued Shares of the Company and is therefore a substantial shareholder of the Company. As Beyondsoft Shanghai is a direct wholly-owned subsidiary of Beyondsoft Corporation, Beyondsoft Shanghai is a connected person of the Company under Chapter 14A of the Listing Rules. Accordingly, the Equity Transfer Agreement and the transactions contemplated thereunder constitute a connected transaction of the Company under Chapter 14A of the Listing Rules.

Pursuant to Rule 14A.35 of the Listing Rules, if a previously disclosed connected transaction is subsequently terminated, the listed issuer must announce such fact as soon as practicable and comply with all other applicable provisions under the Listing Rules. As the JV Agreement was terminated pursuant to the JV Termination Agreement, the Company is subject to the announcement requirement under Rule 14A.35 of the Listing Rules.

As the highest applicable percentage ratio in respect of the Equity Transfer Agreement exceeds 0.1% but is less than 5%, the Equity Transfer Agreement and the transactions contemplated thereunder are subject to the reporting and announcement requirements but are exempt from the circular (including independent financial advice) and the independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

In addition, as all of the applicable percentage ratios in respect of the transactions contemplated under the Equity Transfer Agreement are less than 5%, the transactions contemplated under the Equity Transfer Agreement do not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules, and is therefore not subject to the notification, announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules.

MATERIAL VARIATION OF THE TERMS OF ONE EXISTING CONTINUING CONNECTED TRANSACTION AND TERMINATION OF ONE EXISTING CONTINUING CONNECTED TRANSACTION

As disclosed in the section headed "Connected Transaction : Acquisition of 30.0% Equity Interest in a Joint Venture and Termination of Joint Venture Arrangement — Equity Transfer Agreement" above, Shanghai Renhui and Beyondsoft Shanghai entered into the Equity Transfer Agreement, pursuant to which Shanghai Renhui agreed to acquire the 30.0% equity interest in Ruibo Gongchuang held by Beyondsoft Shanghai. Upon Completion, Ruibo Gongchuang will become an indirect wholly-owned subsidiary of the Company.

In connection with the cessation of the joint venture arrangement in respect of Ruibo Gongchuang, on July 15, 2026, the Company, Beyondsoft Corporation and Ruibo Gongchuang entered into the Supplemental Agreement to the Technical Services Arrangement Framework Agreement and the termination agreement to the Human Resources Recruitment and Payroll Management Services Framework Agreement. The SaaS Services Framework Agreement remains unchanged.

Supplemental Agreement to the Technical Services Arrangement Framework Agreement

Background

As Ruibo Gongchuang is to become an indirect wholly-owned subsidiary of the Company and the joint venture arrangement between Shanghai Renhui and Beyondsoft Shanghai is to be terminated upon the completion of the Equity Transfer Agreement and the JV Termination Agreement, the parties considered it appropriate to amend the terms of the Original Technical Services Arrangement Framework Agreement so that future cooperation thereunder will no longer be conducted through Ruibo Gongchuang.

Date, Parties, and Subject Matter

On July 15, 2026, the Company (for itself and on behalf of its subsidiaries and, for the purpose of this agreement only, excluding Ruibo Gongchuang), Beyondsoft Corporation (for itself and on behalf of its subsidiaries) and Ruibo Gongchuang entered into the Supplemental Agreement to the Technical Services Arrangement Framework Agreement.

Pursuant to the Supplemental Agreement, the parties agreed that, going forward, the technical services business under the Original Technical Services Arrangement Framework Agreement shall, subject to the agreement of the relevant parties, be transferred or subcontracted by the Beyondsoft Group to the Group only, and shall no longer be transferred or subcontracted to Ruibo Gongchuang. The Technical Services Arrangement Framework Agreement (as supplemented) shall remain binding on the Company and Beyondsoft Corporation, and the relevant rights and obligations thereunder shall continue to be performed in accordance with its terms.

Principal amendments

The material amendments to the terms of the Original Technical Services Arrangement Framework Agreement pursuant to the Supplemental Agreement are summarised below:

- *Scope of services:* under the Original Technical Services Arrangement Framework Agreement, subject to the agreement of the relevant parties, certain technical services business of the Beyondsoft Group could be transferred or subcontracted to the Group or Ruibo Gongchuang. Under the Supplemental Agreement, such technical services business shall be transferred or subcontracted to the Group only and shall no longer be transferred or subcontracted to Ruibo Gongchuang.
- *Party arrangement:* under the Original Technical Services Arrangement Framework Agreement, Ruibo Gongchuang was one of the transaction vehicles through which the relevant technical services business might be carried out. Under the Supplemental Agreement, future cooperation shall no longer be conducted through Ruibo Gongchuang, and the cooperation thereunder shall instead be carried out directly between the Group and the Beyondsoft Group.
- *Service fees arrangement:* under the Original Technical Services Arrangement Framework Agreement, service fees were payable by the Company to Ruibo Gongchuang in respect of business contracts with clients relating to the provision of technical services, and such business contracts might subsequently be transferred or subcontracted to Ruibo Gongchuang (the “**Transfer of Technical Services**”). Under the Supplemental Agreement, the arrangement in respect of such service fees and the Transfer of Technical Services shall be terminated and cancelled.

Save as disclosed above, all other terms of the Original Technical Services Arrangement Framework Agreement, including the annual caps, remain unchanged in all material respects.

Annual caps, Pricing policy, Payment terms, Term of agreement

Other than the annual caps for the Service Fee payable by the Company to Ruibo Gongchuang which will no longer be applicable as such services have been terminated and cancelled in the Supplemental Agreement, the annual caps for other transactions contemplated under the Original Technical Services Arrangement Framework Agreement for the years ending 31 December 2026 and 2027 (as set out below), the pricing policy, payment terms, and the term of agreement remain unchanged.

Relevant service and fee	Annual cap	
	For the year ending 31 December 2026 (RMB'000)	For the year ending 31 December 2027 (RMB'000)
Employee Transfer Fee and Incentive Fee payable by the Company to Beyondsoft Corporation (in aggregate)	7,000	7,000
Service Fee payable by the Company to Ruibo Gongchuang in respect of the Transfer of Technical Services (in aggregate) (terminated and cancelled)	N/A	N/A
Service Fee payable by Beyondsoft Corporation to the Company in respect of the Subcontracting of Technical Services (in aggregate)	16,000	16,000

Termination of the Human Resources Recruitment and Payroll Management Services Framework Agreement

Background

The Human Resources Recruitment and Payroll Management Services Framework Agreement was entered into between the Company and Ruibo Gongchuang. As Ruibo Gongchuang is to become an indirect wholly-owned subsidiary of the Company and the joint venture arrangement between Shanghai Renhui and Beyondsoft Shanghai is to be terminated upon the completion of the Equity Transfer Agreement and the JV Termination Agreement, the parties considered it appropriate to terminate the Human Resources Recruitment and Payroll Management Services Framework Agreement.

Termination

On July 15, 2026, the Company (for itself and on behalf of its subsidiaries and, for the purpose of this agreement only, excluding Ruibo Gongchuang) and Ruibo Gongchuang entered into a termination agreement in relation to the Human Resources Recruitment and Payroll Management Services Framework Agreement, pursuant to which, the parties agreed that the Human Resources Recruitment and Payroll Management Services Framework Agreement shall be terminated with effect from the date of the termination agreement, with no further legal effect on either party, and that, save for any liabilities and obligations expressly preserved, neither party shall have any further rights, obligations, claims or demands against the other thereunder, and any unperformed obligations shall cease to have effect.

Reasons for and Benefits of Entering into the Supplemental Agreement and the termination of the Human Resources Recruitment and Payroll Management Services Framework Agreement

The amendments to the terms of the Original Technical Services Arrangement Framework Agreement and the termination of the Human Resources Recruitment and Payroll Management Services Framework Agreement are intended to reflect the effect of the acquisition by Shanghai Renhui of the 30.0% equity interest in Ruibo Gongchuang held by Beyondsoft Shanghai, the termination of the joint venture arrangement in respect of Ruibo Gongchuang, and the corresponding adjustment to the cooperation arrangement between the Group and the Beyondsoft Group. Following completion of the Equity Transfer Agreement and the JV Termination Agreement, Ruibo Gongchuang will become an indirect wholly-owned subsidiary of the Company and the relevant transactions previously contemplated to be carried out through Ruibo Gongchuang will, where applicable, be conducted either within the Group or directly between the Group and the Beyondsoft Group. The Board considers that such arrangement will better align the existing continuing connected transaction framework with the post-completion business structure and facilitate operational efficiency and administrative clarity.

In view of the above, the Directors (including the independent non-executive Directors) are of the view that the terms of the Technical Services Arrangement Framework Agreement (as supplemented) and the termination of the Human Resources Recruitment and Payroll Management Services Framework Agreement are fair and reasonable, have been entered into after arm's length negotiations and on normal commercial terms, and are in the interests of the Company and the Shareholders as a whole.

Listing Rules Implications in Relation to the Material Variations and Termination

Pursuant to Rule 14A.35 of the Listing Rules, if a previously disclosed connected transaction is subsequently terminated, the listed issuer must announce such fact as soon as practicable and comply with all other applicable provisions under the Listing Rules. As the Human Resources Recruitment and Payroll Management Services Framework Agreement was terminated, the Company is subject to the announcement requirement under Rule 14A.35 of the Listing Rules.

Pursuant to Rule 14A.35 of the Listing Rules, if there is any material variation of the terms of a connected transaction, the listed issuer must announce this fact as soon as practicable and comply with all other applicable provisions under the Listing Rules. As the Supplemental Agreement constitutes a material variation of the terms of one existing CCT Agreement (namely the Original Technical Services Arrangement Framework Agreement), the Company is required to re-comply with all the applicable requirements under Chapter 14A of the Listing Rules.

As the highest applicable percentage ratios in respect of the transactions contemplated under the Technical Services Arrangement Framework Agreement (as supplemented), on an annual basis, exceed 0.1% but remain less than 5%, such transactions are subject to the reporting and announcement requirements, the annual review requirements, but are exempt from the circular (including independent financial advice) and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

As all of the applicable percentage ratios in respect of the transactions contemplated under the Supplemental Agreement are less than 5%, such transactions do not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

INFORMATION OF THE PARTIES

The Group is a technology-driven human resources solutions provider principally engaged in comprehensive flexible staffing, professional recruitment and other HR solutions, with a strategic focus on digital technology and cloud services and international business.

Beyondsoft Corporation is a company established in the PRC, the shares of which are listed on the Shenzhen Stock Exchange (stock code: 002649), and is principally engaged in the provision of software and information technology services.

Ruibo Gongchuang is a company established under the laws of the PRC on May 14, 2025 with limited liability and originally intended to be engaged in the provision of information technology and digital talent services. Prior to the completion of Equity Transfer Agreement and the JV Termination Agreement, Ruibo Gongchuang was held by Shanghai Renhui and Beyondsoft Shanghai as to 70.0% and 30.0%, respectively, and was a connected subsidiary of the Company. Ruibo Gongchuang becomes an indirectly wholly-owned subsidiary of the Group upon completion of the Equity Transfer Agreement and the JV Termination Agreement.

DEFINITIONS

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

“Beyondsoft Corporation”	Beyondsoft Corporation* (博彦科技股份有限公司), a company established in the PRC with limited liability, the shares of which are listed on the Shenzhen Stock Exchange (stock code: 002649)
“Beyondsoft Group”	Beyondsoft Corporation together with its subsidiaries
“Beyondsoft Shanghai”	Beyondsoft (Shanghai) Ltd.* (博彦科技(上海)有限公司), a company established in the PRC with limited liability and a direct wholly-owned subsidiary of Beyondsoft Corporation
“Board”	the board of directors of the Company
“CCT Agreements”	the Technical Services Arrangement Framework Agreement, the Human Resources Recruitment and Payroll Management Services Framework Agreement and the SaaS Services Framework Agreement

“Company”	Renrui Human Resources Technology Holdings Limited (人瑞人才科技控股有限公司), an exempted company incorporated in the Cayman Islands on 14 October 2011 with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 6919)
“connected person(s)”	shall have the meaning ascribed to it under the Listing Rules
“connected subsidiary”	shall have the meaning ascribed to it under the Listing Rules
“continuing connected transactions”	the transactions contemplated under the CCT Agreements
“Director(s)”	the director(s) of the Company
“Equity Transfer Agreement”	the Equity Transfer Agreement entered into by Shanghai Renhui and Beyondsoft Shanghai on July 15, 2026 pursuant to which Beyondsoft Shanghai agreed to transfer, and Shanghai Renhui agreed to acquire, the 30.0% equity interest in Ruibo Gongchuang
“Group”	the Company together with its subsidiaries
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“Human Resources Recruitment and Payroll Management Services Framework Agreement”	an agreement entered into by the Company and Ruibo Gongchuang on June 20, 2025 in relation to the provision of the Human Resources Recruitment and Payroll Management Services by the Group to Ruibo Gongchuang for a fixed term with effect from June 20, 2025 to 31 December 2027 (both days inclusive)
“JV Agreement”	the joint venture agreement dated March 7, 2025 entered into between the JV Partners in relation to the formation and management of the JV Entity

“JV Announcement”	the announcement dated March 7, 2025 published on the website of the Stock Exchange by the Company
“JV Partners”	Shanghai Renhui and Beyondsoft Shanghai collectively, and “JV Partner” shall mean any or each of them, as the context requires
“JV Termination Agreement”	the termination agreement entered into between Shanghai Renhui and Beyondsoft Shanghai on July 15, 2026 pursuant to which the JV Agreement and the other historical joint venture documents shall be terminated upon completion of the Equity Transfer Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Original Technical Services Arrangement Framework Agreement”	an agreement entered into by the Company, Beyondsoft Corporation and Ruibo Gongchuang on June 20, 2025 in relation to transfer and subcontracting of technical services business for a fixed term with effect from the agreement date to 31 December 2027 (both days inclusive)
“PRC”	the People’s Republic of China and for the purpose of this announcement only, excludes Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan
“Put Option”	the put option granted by Shanghai Renhui to Beyondsoft Shanghai under the JV Agreement as detailed in this announcement
“RMB”	Renminbi, the lawful currency of the PRC

“Ruibo Gongchuang” or “JV Entity”	the joint venture entity established in the PRC pursuant to the terms of the JV Agreement as a company with limited liability, under the name of Shanghai Ruibo Gongchuang Technology Co., Ltd.* (上海瑞博共創科技有限公司), a company established under the laws of the PRC with limited liability and a non-wholly owned subsidiary of the Company prior to the date of this announcement, which will become an indirect wholly-owned subsidiary of the Company upon completion of the Equity Transfer Agreement
“SaaS Services Framework Agreement”	an agreement entered into by Beyondsoft Corporation and the Company on 20 June 2025 in relation to the provision of the SaaS services in relation to human resources management systems by the Beyondsoft Group to the Group for a fixed term with effect from the Agreement Date to 31 December 2027 (both days inclusive)
“Shanghai Renhui”	Shanghai Renhui Human Resources Service Co., Ltd.* (上海人惠人力資源服務有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“Share(s)”	ordinary share(s) of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholder”	shall have the meaning ascribed to it under the Listing Rules

“Supplemental Agreement to the Technical Services Arrangement Framework Agreement” or “Supplemental Agreement”	the supplemental agreement to the Technical Services Arrangement Framework Agreement entered into by the Company, Beyondsoft Corporation and Ruibo Gongchuang on July 15, 2026, pursuant to which the parties agreed that the transfer or subcontracting of technical services business under the framework agreement shall be conducted between the Group and the Beyondsoft Group only, and shall no longer be conducted through Ruibo Gongchuang
“Technical Services Arrangement Framework Agreement (as supplemented)”	the Technical Services Arrangement Framework Agreement as supplemented by the Supplemental Agreement to the Technical Services Arrangement Framework Agreement
“%”	per cent

By order of the Board
Renrui Human Resources Technology Holdings Limited
Zhang Jianguo
Chairman and Chief Executive Officer

The PRC, July 15, 2026

As at the date of this announcement, the Board of the Company comprises Mr. Zhang Jianguo, Mr. Zhang Feng and Ms. Zhang Jianmei as executive Directors; Ms. Gao Yunjie as non-executive Director; and Ms. Chan Mei Bo Mabel, Mr. Shen Hao and Mr. Leung Ming Shu as independent non-executive Directors.