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RISECOMM

瑞斯康

RISECOMM GROUP HOLDINGS LIMITED

瑞斯康集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1679)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the “**EGM**”) of Risecomm Group Holdings Limited (the “**Company**”) will be held at Units 5906–5912, 59/F, The Center, 99 Queen’s Road Central, Hong Kong on Thursday, 17 September 2026 at 10:30 a.m. for the purpose of considering and, if thought fit, passing with or without amendments, the following resolutions as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

1. “**THAT:**

- (a) the conditional loan capitalisation agreement dated 27 May 2026 and entered into between the Company as issuer and GEOS Technology (HK) Limited (“**GEOS**”) as subscriber (the “**GEOS Loan Capitalisation Agreement**”, copy of which has been produced at the EGM and marked “A1” and signed by the chairman of the EGM for the purpose of identification) in relation to (i) the subscription of 1,874,348 new ordinary shares of the Company (the “**Share(s)**”) to be issued and allotted by the Company at subscription price of HK\$0.46 per Share to GEOS (the “**GEOS Loan Capitalisation Shares**”), and (ii) issue of zero coupon convertible bonds to GEOS in the principal amount of HK\$3,448,800 which are convertible into 7,497,391 Shares of the Company at the price of HK\$0.46 per Share (the “**GEOS Conversion Shares**”), for settlement of the loans due from the Group to GEOS (the “**GEOS Loan Capitalisation**”), and the transactions contemplated thereunder, be and are hereby ratified, confirmed and approved;
- (b) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) approving the listing of, and granting permission to deal in, the GEOS Loan Capitalisation Shares and the GEOS Conversion Shares, the directors of the Company (the “**Directors**”) be and hereby granted a specific mandate authorising the Directors to exercise all the powers of the Company to allot and issue the GEOS Loan Capitalisation Shares and the GEOS Conversion Shares to GEOS, subject to the terms and conditions of the GEOS Loan Capitalisation Agreement (the “**GEOS Specific Mandate**”), with such GEOS Specific Mandate being in addition to and not prejudicing or revoking any general or specific mandate(s) which has/have been granted or may from time to time be granted to the Directors by the shareholders of the Company prior to the passing of this resolution; and

- (c) any Directors be and is hereby authorised to sign, execute, perfect and deliver all such documents, and do all such actions which are in their opinion necessary, appropriate, desirable or expedient for the implementation and giving effect to the GEOS Loan Capitalisation Agreement and the GEOS Loan Capitalisation, the allotment and issue of the GEOS Loan Capitalisation Shares and the GEOS Conversion Shares, and the transactions contemplated thereunder, and to agree to the variation, amendment and waiver of any of the matters relating thereto that are, in the opinion of the Directors, appropriate, desirable or expedient in the context of the GEOS Loan Capitalisation Agreement and are in the best interests of the Company.”

2. “**THAT:**

- (a) the conditional loan capitalisation agreement dated 27 May 2026 and entered into between the Company as issuer and Haihua (HK) New Energy Development Limited (“**Haihua**”) as subscriber (the “**Haihua Loan Capitalisation Agreement**”, copy of which has been produced at the EGM and marked “A2” and signed by the chairman of the EGM for the purpose of identification) in relation to (i) the subscription of 1,803,913 Shares to be issued and allotted by the Company at subscription price of HK\$0.46 per Share to Haihua (the “**Haihua Loan Capitalisation Shares**”), and (ii) issue of zero coupon convertible bonds to Haihua in the principal amount of HK\$3,319,200 which are convertible into 7,215,652 Shares at the price of HK\$0.46 per Share (the “**Haihua Conversion Shares**”), for settlement of the loans due from the Group to Haihua (the “**Haihua Loan Capitalisation**”), and the transactions contemplated thereunder, be and are hereby ratified, confirmed and approved;
- (b) conditional upon the Listing Committee of the Stock Exchange approving the listing of, and granting permission to deal in, the Haihua Loan Capitalisation Shares and the Haihua Conversion Shares, the Directors be and hereby granted a specific mandate authorising the Directors to exercise all the powers of the Company to allot and issue the Haihua Loan Capitalisation Shares and the Haihua Conversion Shares to Haihua, subject to the terms and conditions of the Haihua Loan Capitalisation Agreement (the “**Haihua Specific Mandate**”), with such Haihua Specific Mandate being in addition to and not prejudicing or revoking any general or specific mandate(s) which has/have been granted or may from time to time be granted to the Directors by the shareholders of the Company prior to the passing of this resolution; and
- (c) any Directors be and is hereby authorised to sign, execute, perfect and deliver all such documents, and do all such actions which are in their opinion necessary, appropriate, desirable or expedient for the implementation and giving effect to the Haihua Loan Capitalisation Agreement and the Haihua Loan Capitalisation, the allotment and issue of the Haihua Loan Capitalisation Shares and the Haihua Conversion Shares, and the transactions contemplated thereunder, and to agree to the variation, amendment and waiver of any of the matters relating thereto that are, in the opinion of the Directors, appropriate, desirable or expedient in the context of the Haihua Loan Capitalisation Agreement and are in the best interests of the Company.”

3. **“THAT:**

- (a) the conditional loan capitalisation agreement dated 27 May 2026 and entered into between the Company as issuer and Linker Union Limited (**“Linker”**) as subscriber (the **“Linker Loan Capitalisation Agreement”**, copy of which has been produced at the EGM and marked “A3” and signed by the chairman of the EGM for the purpose of identification) in relation to (i) the subscription of 52,620,000 Shares to be issued and allotted by the Company at subscription price of HK\$0.46 per Share to Linker (the **“Linker Loan Capitalisation Shares”**), and (ii) issue of zero coupon convertible bonds to Linker in the principal amount of HK\$96,820,800 which are convertible into 210,480,000 Shares at the price of HK\$0.46 per Share (the **“Linker Conversion Shares”**), for settlement of the loans due from the Group to Linker (the **“Linker Loan Capitalisation”**), and the transactions contemplated thereunder, be and are hereby ratified, confirmed and approved;
- (b) conditional upon the Listing Committee of the Stock Exchange approving the listing of, and granting permission to deal in, the Linker Loan Capitalisation Shares and the Linker Conversion Shares, the Directors be and hereby granted a specific mandate authorising the Directors to exercise all the powers of the Company to allot and issue the Linker Loan Capitalisation Shares and the Linker Conversion Shares to Linker, subject to the terms and conditions of the Linker Loan Capitalisation Agreement (the **“Linker Specific Mandate”**), with such Linker Specific Mandate being in addition to and not prejudicing or revoking any general or specific mandate(s) which has/have been granted or may from time to time be granted to the Directors by the shareholders of the Company prior to the passing of this resolution; and
- (c) any Directors be and is hereby authorised to sign, execute, perfect and deliver all such documents, and do all such actions which are in their opinion necessary, appropriate, desirable or expedient for the implementation and giving effect to the Linker Loan Capitalisation Agreement and the Linker Loan Capitalisation, the allotment and issue of the Linker Loan Capitalisation Shares and the Linker Conversion Shares, and the transactions contemplated thereunder, and to agree to the variation, amendment and waiver of any of the matters relating thereto that are, in the opinion of the Directors, appropriate, desirable or expedient in the context of the Linker Loan Capitalisation Agreement and are in the best interests of the Company.”

4. **“THAT:**

- (a) the conditional loan capitalisation agreement dated 27 May 2026 and entered into between the Company as issuer and Mr. Ning Jun (“NJ”) as subscriber (the “**NJ Loan Capitalisation Agreement**”, copy of which has been produced at the EGM and marked “A4” and signed by the chairman of the EGM for the purpose of identification) in relation to (i) the subscription of 7,623,913 Shares to be issued and allotted by the Company at subscription price of HK\$0.46 per Share to NJ (the “**NJ Loan Capitalisation Shares**”), and (ii) issue of zero coupon convertible bonds to NJ in the principal amount of HK\$14,028,000 which are convertible into 30,495,652 Shares at the price of HK\$0.46 per Share (the “**NJ Conversion Shares**”), for settlement of the loans due from the Group to NJ (the “**NJ Loan Capitalisation**”), and the transactions contemplated thereunder, be and are hereby ratified, confirmed and approved;
- (b) conditional upon the Listing Committee of the Stock Exchange approving the listing of, and granting permission to deal in, the NJ Loan Capitalisation Shares and the NJ Conversion Shares, the Directors be and hereby granted a specific mandate authorising the Directors to exercise all the powers of the Company to allot and issue the NJ Loan Capitalisation Shares and the NJ Conversion Shares to NJ, subject to the terms and conditions of the NJ Loan Capitalisation Agreement (the “**NJ Specific Mandate**”), with such NJ Specific Mandate being in addition to and not prejudicing or revoking any general or specific mandate(s) which has/have been granted or may from time to time be granted to the Directors by the shareholders of the Company prior to the passing of this resolution; and
- (c) any Directors be and is hereby authorised to sign, execute, perfect and deliver all such documents, and do all such actions which are in their opinion necessary, appropriate, desirable or expedient for the implementation and giving effect to the NJ Loan Capitalisation Agreement and the NJ Loan Capitalisation, the allotment and issue of the NJ Loan Capitalisation Shares and the NJ Conversion Shares, and the transactions contemplated thereunder, and to agree to the variation, amendment and waiver of any of the matters relating thereto that are, in the opinion of the Directors, appropriate, desirable or expedient in the context of the NJ Loan Capitalisation Agreement and are in the best interests of the Company.”

5. **“THAT:**

- (a) the conditional loan capitalisation agreement dated 27 May 2026 and entered into between the Company as issuer and Ms. Guo Lei (**“Guo”**) as subscriber (the **“Guo Loan Capitalisation Agreement”**, copy of which has been produced at the EGM and marked “A5” and signed by the chairman of the EGM for the purpose of identification) in relation to (i) the subscription of 5,894,783 Shares to be issued and allotted by the Company at subscription price of HK\$0.46 per Share to Guo (the **“Guo Loan Capitalisation Shares”**), and (ii) issue of zero coupon convertible bonds to Guo in the principal amount of HK\$10,846,400 which are convertible into 23,579,130 Shares at the price of HK\$0.46 per Share (the **“Guo Conversion Shares”**), for settlement of the loans due from the Group to Guo (the **“Guo Loan Capitalisation”**), and the transactions contemplated thereunder, be and are hereby ratified, confirmed and approved;
- (b) conditional upon the Listing Committee of the Stock Exchange approving the listing of, and granting permission to deal in, the Guo Loan Capitalisation Shares and the Guo Conversion Shares, the Directors be and hereby granted a specific mandate authorising the Directors to exercise all the powers of the Company to allot and issue the Guo Loan Capitalisation Shares and the Guo Conversion Shares to Guo, subject to the terms and conditions of the Guo Loan Capitalisation Agreement (the **“Guo Specific Mandate”**), with such Guo Specific Mandate being in additional to and not prejudicing or revoking any general or specific mandate(s) which has/have been granted or may from time to time be granted to the Directors by the shareholders of the Company prior to the passing of this resolution; and
- (c) any Directors be and is hereby authorised to sign, execute, perfect and deliver all such documents, and do all such actions which are in their opinion necessary, appropriate, desirable or expedient for the implementation and giving effect to the Guo Loan Capitalisation Agreement and the Guo Loan Capitalisation, the allotment and issue of the Guo Loan Capitalisation Shares and the Guo Conversion Shares, and the transactions contemplated thereunder, and to agree to the variation, amendment and waiver of any of the matters relating thereto that are, in the opinion of the Directors, appropriate, desirable or expedient in the context of the Guo Loan Capitalisation Agreement and are in the best interests of the Company.”

6. “**THAT:**

- (a) the conditional placing agreement dated 27 May 2026 and entered into between the Company as issuer and GEO Securities Limited as placing agent (the “**Placing Agreement**”, a copy of which has been produced at the EGM and marked “B” and signed by the chairman of the EGM for the purpose of identification) in relation to the placing of up to 85,869,565 new Shares of the Company at the placing price HK\$0.46 per Share to the placees (the “**Placing Shares**” and the “**Placees**”, respectively), for the settlement of the loans due from the Group to Ms. Fu Xiaoqin and Clear Jolly Holdings Limited (the “**Placing**”), and the transactions contemplated thereunder, be and are hereby ratified, confirmed and approved;
- (b) conditional upon the Stock Exchange approving the listing of, and granting permission to deal in the Placing Shares, the Directors be and hereby granted a specific mandate authorising the Directors to exercise all the powers of the Company to allot and issue the Placing Shares to the Placees subject to the terms and conditions of the Placing Agreement (the “**Placing Specific Mandate**”), with such Placing Specific Mandate being in additional to and not prejudicing or revoking any general or specific mandate(s) which has/have been granted or may from time to time be granted to the Directors by the shareholders of the Company prior to the passing of this resolution; and
- (c) any Directors be and is hereby authorised to sign, execute, perfect and deliver all such documents, and do all such actions which are in their opinion necessary, appropriate, desirable or expedient for the implementation and giving effect to the Placing Agreement and the Placing, the allotment and issue of the Placing Shares, and the transaction contemplated thereunder, and to agree to the variation, amendment and waiver of any of the matters relating thereto that are, in the opinion of the Directors, appropriate, desirable or expedient in the context of the Placing Agreement and are in the best interests of the Company.”

By Order of the Board
Risecomm Group Holdings Limited
Ye Bailing
Executive Director

Hong Kong, 31 August 2026

Registered office:
Cricket Square
Hutchins Drive
PO Box 2681
Grand Cayman KY1-1111
Cayman Islands

*Headquarters, head office and principal
place of business in Hong Kong:*
Unit 3102, 31/F
AIA Kowloon Tower, Landmark East
100 How Ming Street, Kwun Tong
Kowloon, Hong Kong

Notes:

1. Any member of the Company entitled to attend and vote at the EGM is entitled to appoint one or, if he/she/it is the holder of two or more shares of the Company, more than one proxy to attend and vote instead of him/her/it. A proxy need not be a member of the Company.
2. In the case of joint holders of Shares, any one of such joint holders may vote, either in person or by proxy, in respect of such Share as if he/she/it were solely entitled thereto, but if more than one of such joint holders are present at the EGM, personally or by proxy, that one of the said persons so present whose name stands first in the register of members of the Company in respect of such Share shall alone be entitled to vote in respect thereof.
3. In order to be valid, the form of proxy must be in writing under the hand of the appointor or of his/her/it attorney duly authorised in writing, or if the appointor is a corporation, either under seal, or under the hand of an officer or attorney or person authorised, and must be deposited with the Hong Kong branch share registrar and transfer office of the Company, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (together with the power of attorney or other authority, if any, under which it is signed or a certified copy thereof) not less than 48 hours before the time fixed for holding of the EGM or any adjournment thereof.
4. For the purpose of determining members who are qualified for attending and voting at the EGM, the register of members of the Company will be closed from Monday, 14 September 2026 to Thursday, 17 September 2026, both days inclusive, during which no transfer of Shares will be effected. In order to qualify for attending and voting at the EGM, all transfers of Shares, accompanied by the relevant share certificates, must be lodged with the Registrar at the address stated in note 3 above not later than 4:30 p.m. on Friday, 11 September 2026 for registration.
5. Delivery of an instrument appointing a proxy should not preclude a member from attending and voting in person at the above EGM or any adjournment thereof and in such event, the instrument appointing a proxy shall be deemed to be revoked.
6. According to Rule 13.39(4) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, voting on the proposed resolutions set out in this notice will be taken by a poll.
7. If a black rainstorm warning signal, a tropical cyclone warning signal no. 8 or above or “extreme conditions” caused by super typhoons is in force at or at any time after 7:00 a.m. on the date of the meeting, the meeting will be postponed. The Company will publish an announcement on the Company’s website at <http://www.risecomm.com.cn> and the website of Hong Kong Exchanges and Clearing Limited at www.hkexnews.hk to notify members of the date, time and place of the rescheduled meeting.
8. All times and dates specified herein refer to Hong Kong local times and dates.

As at the date of this notice, the executive Directors are Mr. Tsang Wah Tak, Brian and Ms. Ye Bailing, the non-executive Directors are Ms. Guo Lei and Mr. Yu Lu, and the independent non-executive Directors are Mr. Victor Yang, Ms. Lo Wan Man and Mr. Zou Heqiang.