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If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your stockbroker or other registered dealer in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Victory Giant Technology (HuiZhou) Co., Ltd. (勝宏科技(惠州)股份有限公司), you should at once hand this circular and the accompanying form of proxy to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.



Victory Giant Technology (HuiZhou) Co., Ltd. **勝宏科技（惠州）股份有限公司**

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 2476)

(1) PROPOSED ADOPTION OF THE 2026 RESTRICTED A SHARE INCENTIVE SCHEME AND RELEVANT MATTERS **(2) PROPOSED ADOPTION OF THE 2026 FIRST TRANCHE A SHARE EMPLOYEE SHARE OWNERSHIP PLAN AND RELEVANT MATTERS** **AND** **NOTICE OF 2026 THIRD EXTRAORDINARY GENERAL MEETING**

A notice convening the 2026 third extraordinary general meeting (the “EGM”) of the Company to be held at Conference Room, R&D Building 1, Victory Giant Technology, Hangcheng Technology Park, Xinqiao Village, Danshui Town, Huiyang District, Huizhou City, Guangdong Province, the PRC at 2:30 p.m. on Friday, September 18, 2026. The notice of the EGM is set out on pages EGM-1 to EGM-2 of this circular.

If you intend to appoint a proxy to attend the EGM, you are required to complete and submit the accompanying form of proxy in accordance with the instructions printed thereon to the Company's H Share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong (for H Shareholders only), not less than 24 hours before the time fixed for holding the EGM (i.e., before 2:30 p.m. on Thursday, September 17, 2026). Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjournment thereof should you so wish.

Treasury shares, if any and registered in the name of the Company, shall not carry any voting rights at the general meetings of the Company. For the avoidance of doubt, solely from the perspectives of the Hong Kong Listing Rules, the Company shall, upon depositing any treasury shares in the CCASS, abstain from voting at any of its general meeting(s) in relation to those shares.

This circular together with the form of proxy are also published on the website of the Hong Kong Stock Exchange (<http://www.hkexnews.hk>) and the website of the Company (<http://www.shpcb.com>). References to time and dates in this circular are to Hong Kong time and dates.

September 2, 2026

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DEFINITIONS

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

“A Shares”	the ordinary shares issued by the Company with a nominal value of RMB1.00 each, which are listed on the ChiNext Market of the Shenzhen Stock Exchange and traded in RMB
“(A Share) ESOP” or “ESOP”	the 2026 First Tranche A Share Employee Share Ownership Plan proposed to be adopted by the Company
“Articles of Association”	the Articles of Association of the Company, as amended, supplemented or otherwise modified from time to time
“Board” or “Board of Directors”	the board of directors of our Company
“ChiNext Listing Rules”	the Rules Governing the Listing of Stocks on the ChiNext Market of the Shenzhen Stock Exchange
“Company” or “the Company”	Victory Giant Technology (HuiZhou) Co., Ltd. (勝宏科技(惠州)股份有限公司), a limited liability company established in the PRC on July 28, 2006 and converted into a joint stock limited company on February 27, 2012, the A Shares of which are listed on the ChiNext Market of the Shenzhen Stock Exchange (stock code: 300476), and the H Shares of which are listed on the Hong Kong Stock Exchange (stock code: 2476)
“connected person(s)”	has the meaning ascribed under the Hong Kong Listing Rules
“CSRC”	China Securities Regulatory Commission
“Director(s)”	the director(s) of our Company
“EGM”	the 2026 third extraordinary general meeting of the Company to be held at Conference Room, R&D Building 1, Victory Giant Technology, Hangcheng Technology Park, Xinqiao Village, Danshui Town, Huiyang District, Huizhou City, Guangdong Province, the PRC at 2:30 p.m. on Friday, September 18, 2026
“Grant Date”	the date on which the Company grants the Restricted Shares to the participants, which must be a trading day
“Grant Period”	the period of 60 days commencing on the date on which the Incentive Scheme is approved by the Shareholders at the general meeting, excluding any period during which a grant is prohibited under applicable PRC laws and regulations, within which the Board shall fix the Grant Date and complete the initial grant

DEFINITIONS

“Grant Price”	the price of each restricted share granted by the Company to the Participants
“Guidelines No. 1”	the Self-Regulatory Guidelines for ChiNext Listed Companies of the Shenzhen Stock Exchange No. 1 – Business Handling
“Guidelines No. 2”	the Self-Regulatory Guidelines for Listed Companies of the Shenzhen Stock Exchange No. 2 – Standardized Operation of ChiNext Listed Companies
“H Share(s)”	overseas listed shares in the share capital of our Company with a nominal value of RMB1.00 each, which are traded in HK dollars and are listed on the Hong Kong Stock Exchange
“Holder(s)”	the participants of the ESOP
“Hong Kong Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Latest Practicable Date”	August 31, 2026, being the latest practicable date for the purpose of ascertaining certain information contained in this circular prior to its publication
“Listing Rules”	ChiNext Listing Rules and Hong Kong Listing Rules
“Management Agency”	self-managed by the Company or entrusted third-party professional asset management institutions with asset management qualifications as required by laws and regulations and which accepts the entrustment of the ESOP for the provision of asset management services
“Management committee”	Management Committee for the Company’s ESOP
“participants”	according to the provisions of the incentive scheme, the Company’s middle management personnel and core technical (business) personnel who obtain restricted shares
“Reserved Shares”	the 200,000 Restricted Shares reserved for future grants to incentivize and retain key talent as well as to attract new talent within 12 months after the Incentive Scheme is approved by the Shareholders at the general meeting, which are of the same nature and subject to the same terms and conditions as the Restricted Shares under the initial grant

DEFINITIONS

“Restricted (A Share) Incentive Scheme” or “Incentive Scheme”	the 2026 Restricted A Share Incentive Scheme proposed to be adopted by the Company
“Restricted Share(s)” or “Class II Restricted Share(s)”	the Company’s Shares granted to eligible participants who meet the grant conditions under this Incentive Scheme, and which are acquired and registered in tranches upon satisfaction of the corresponding vesting conditions
“Share(s)”	A Shares and H Shares in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Shenzhen Stock Exchange”	Shenzhen Stock Exchange
“Subject Share(s)”	the A-share ordinary shares of the Company publicly issued, which are transferred to and held by this ESOP through lawful means
“subsidiary(ies)”	has the meaning ascribed under the Hong Kong Listing Rules
“the Administrative Measures”	the Administrative Measures on Share Incentives of Listed Companies
“the Company Law”	the Company Law of the People’s Republic of China
“the Group”	the Company and its subsidiaries
“the Guiding Opinions”	the Guiding Opinions on the Pilot Program of Employee Stock Ownership Plans Implemented by Listed Companies
“the Securities Law”	the Securities Law of the People’s Republic of China
“treasury shares”	has the meaning ascribed under the Hong Kong Listing Rules
“Vesting”	the act of the Company registering the Shares into the accounts of the participants of the Restricted Shares after such participants have satisfied the conditions for entitlement under this Incentive Scheme
“Vesting Conditions”	the conditions for entitlement established under this Incentive Scheme, which the participants are required to satisfy in order to obtain the Restricted Shares
“Vesting Date”	the date on which the participants satisfy the conditions for entitlement and the registration of the granted shares is completed, which must be a trading day

LETTER FROM THE BOARD



Victory Giant Technology (HuiZhou) Co., Ltd.

勝宏科技（惠州）股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 2476)

Executive Directors:

Mr. Chen Tao (陳濤) (*Chairman*)
Mr. Zhao Qixiang (趙啟祥)
Mr. Chen Yong (陳勇)
Ms. Wang Haiyan (王海燕)
Ms. Liu Chunlan (劉春蘭)

Independent Non-executive Directors:

Mr. Xie Lanjun (謝蘭軍)
Dr. Xie Lingmin (謝玲敏)
Dr. Zhang Jihai (張繼海)
Mr. Wong Ting Chung (王庭聰)

REGISTERED OFFICE AND

HEADQUARTERS IN THE PRC:

Hangcheng Technology Park,
Xinqiao Village, Danshui Town,
Huiyang District,
Huizhou,
Guangdong Province,
PRC

*PRINCIPAL PLACE OF BUSINESS IN
HONG KONG:*

40/F, Dah Sing Financial Centre,
248 Queen's Road East,
Wanchai,
Hong Kong

September 2, 2026

To the Shareholders

Dear Sir or Madam:

**(1) PROPOSED ADOPTION OF THE 2026 RESTRICTED A SHARE
INCENTIVE SCHEME AND RELEVANT MATTERS
(2) PROPOSED ADOPTION OF THE 2026 FIRST TRANCHE A SHARE
EMPLOYEE SHARE OWNERSHIP PLAN AND RELEVANT MATTERS
AND
NOTICE OF 2026 THIRD EXTRAORDINARY GENERAL MEETING**

1. INTRODUCTION

Reference is made to the announcement of the Company dated July 20, 2026, in relation to, among other things, the Board's resolution to propose the adoption of the 2026 Restricted A Share Incentive Scheme and the 2026 First Tranche A Share Employee Share Ownership Plan, subject to Shareholders' approval at the EGM. The adoption of the two schemes is not conditional upon each other.

LETTER FROM THE BOARD

The purpose of this circular is to provide you with, among other things, (i) details and key terms of the Restricted Share Incentive Scheme and the ESOP; (ii) recommendations made by the Board on relevant proposals; and (iii) the notice of the EGM to enable you to make informed decisions on the resolutions proposed at the EGM.

As at the Latest Practicable Date, save for the Restricted Share Incentive Scheme and the ESOP, which are subject to approval by the Shareholders at the EGM, the Company does not have any other existing share scheme.

After fully considering the differences in terms of Participants, incentive instruments, sources of shares, grant/purchase prices, vesting arrangements and assessment mechanisms between the Restricted Share Incentive Scheme and the ESOP, the Board believes that parallel operation can achieve complementary advantages and more effectively meet the incentive needs of different employee groups, and resolves to adopt the two plans at the same time. Specific differences are as follows:

- (1) **Participants:** The Restricted Share Incentive Scheme focuses on middle-level management personnel and core technical (business) personnel, a total of 1,545 people, excluding the Company's Directors and senior management; the ESOP covers the Directors, senior management and core backbone of the Company, with a total of no more than 564 people, including a total of 4 Directors and senior management of the Company, forming comprehensive coverage from management to backbone.
- (2) **Incentive Instruments and Sources of Shares:** The Class II Restricted Shares are adopted in the Restricted Share Incentive Scheme, which shall be sourced from ordinary A Shares repurchased by the Company from the secondary market or/and ordinary A Shares of the Company issued to the Participants by way of a private placement; while the Shares under the ESOP shall be acquired through purchases from the secondary market (including financing securities) and do not involve the issuance of new Shares by way of a private placement.
- (3) **Grant/Purchase Price:** The grant price of the Restricted Share Incentive Scheme is RMB155.94 per Share, which is 50% of the average market price, focusing on granting incentives on discount; while the ESOP acquires shares at quotations from the secondary market, amplifying the elasticity of entitlement through margin financing and securities lending (the ratio of financing and self-financing shall not exceed 1:1).
- (4) **Vesting Arrangements:** The Restricted Shares granted under the Restricted Share Incentive Scheme may be vested in tranches according to the agreed percentages, after the participants have simultaneously satisfied the vesting conditions of both the Company-level performance assessment and the individual-level performance assessment. The vesting arrangement provides for three tranches, which shall vest upon the expiration of 12 months, 24 months and 36 months from the date of the initial grant, with vesting percentages of 30%, 30% and 40% respectively. The vesting schedule aligns with the Company's performance assessment years (2026–2028). Under the ESOP, the duration is 60 months and the lock-up period of the Subject Shares is 12 months, and the Subject Shares may subsequently be sold at the discretion of the Management Committee based on market conditions. The former adopts phased vesting and long-term commitment, while the latter adopts unified lock-up and flexible exit.

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- (5) **Assessment Mechanism:** The Restricted Share Incentive Scheme imposes dual conditions of Company-level performance assessment and individual-level performance assessment, with the vesting percentage linked to the achievement of performance targets. The ESOP does not have performance assessment conditions, and its returns mainly depend on the secondary market performance of the Shares. The former is conditional vesting, whereas the latter is market-driven returns.

In summary, the two plans have their own distinctive and complementary features in terms of participants, incentive instruments, sources of Shares, grant/purchase prices, vesting arrangements and assessment mechanism. The Restricted Share Incentive Scheme focuses on middle-level management and core technical personnel, using Class II Restricted Shares as the instrument, and achieves medium-to long-term performance commitment through grant discounts and phased vesting. The ESOP covers the Directors and senior management level, and achieves benefit sharing and risk sharing through secondary market purchases and leverage. The parallel operation of the two plans allows the Company to address the incentive needs of different employee groups, achieving more refined and targeted incentive effects, thereby better supporting the Company's long-term development strategies.

Summaries of the key terms of the 2026 Restricted A Share Incentive Scheme and the 2026 First Tranche A Share Employee Share Ownership Plan are set out below.

2. PROPOSED ADOPTION OF THE 2026 RESTRICTED A SHARE INCENTIVE SCHEME

The Board resolved on July 20, 2026 to propose the adoption of the 2026 Restricted A Share Incentive Scheme, subject to approval by the Shareholders at the EGM. The full text of the 2026 Restricted A Share Incentive Scheme (Draft) is set out in Appendix I to this circular. The 2026 Restricted A Share Incentive Scheme was prepared in Chinese. In the event of any inconsistency between the English translation and the Chinese version of the 2026 Restricted A Share Incentive Scheme, the Chinese version shall prevail.

Summary of the Restricted Share Incentive Scheme

The principal terms of the 2026 Restricted A Share Incentive Scheme are as follows:

2.1 *Purpose and Principles of this Incentive Scheme*

This Incentive Scheme aims to further establish and improve the Company's long-term incentive mechanism, attract and retain outstanding talent, enhance employees' sense of responsibility and mission for the Company's sustained and rapid development, fully mobilise their enthusiasm, and effectively align the interests of Shareholders, the Company and employees, so that all parties jointly focus on the Company's long-term development. On the premise of fully safeguarding Shareholders' interests, in accordance with the principle of equivalence between benefits and contributions, and pursuant to relevant laws, regulations and normative documents as well as the Articles of Association, and in consideration of the Company's existing remuneration and performance appraisal system and other management systems, this Incentive Scheme is formulated.

LETTER FROM THE BOARD

2.2 *Scope and Determination Basis of Participants*

A total of 1,545 participants are initially granted under this Incentive Scheme, including middle-level management personnel and core technical (business) personnel employed by the Group at the time of announcement of this Incentive Scheme, excluding the Directors, senior management, Shareholders individually or collectively holding 5% or more of the Company's Shares, the de facto controller, or their spouses, parents and children. All participants must be full-time employees of the Company or its subsidiaries during the validity period of this Incentive Scheme.

The participants for the Reserved Shares shall be determined by reference to the criteria for the initial grant.

The participants of this Incentive Scheme are determined in accordance with the relevant provisions of the Company Law, the Securities Law, the Administrative Measures, the Listing Rules, Guidelines No. 1 and other relevant laws, regulations and normative documents, as well as the Articles of Association, in light of the Company's actual circumstances.

The selection of the 1,545 initial grantees and the allocation of Restricted Shares under the initial grant follow a two-tier approach:

- (1) **Special contributors** – talent with outstanding contributions to core technical (business) departments or those identified as key cultivation targets by the Company (including its subsidiaries) – are given priority consideration with relaxed criteria, without being subject to the restrictions of position level or length of service within the Group; and
- (2) **Other participants** are selected based on, in order of priority:
 - (i) Position level: the primary criterion is that the full-time employee (i) holds a management position at or above the section chief level (課級) (being one level below the manager level) within the Company and its subsidiaries, covering all departments (including production departments and functional departments); or (ii) holds an equivalent professional rank such as senior expert or senior engineer, primarily including personnel in key production process positions (such as drilling and electroplating), technology R&D positions, smart factory design positions, and overseas business development positions;
 - (ii) Length of service within the Group: within the eligible position levels, further consideration is given to the employee's length of service, with employees categorised into bands of below 5 years, 5 to 10 years, and above 10 years for allocation weighting purposes, rather than as a mandatory eligibility criterion; and

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- (iii) Individual performance and contribution: comprehensive adjustment is made by reference to performance appraisal results, role criticality, and contributions to the Group's performance and long-term development.

This two-tier approach effectively identifies and rewards key personnel whose efforts are critical to the Group's long-term development, while also attracting and retaining exceptional talent, and aligns with the purpose of the 2026 Restricted A Share Incentive Scheme, with the aim of further achieving the objectives of attracting and retaining outstanding talent of the Company, incentivising employee performance, and aligning the interests of Shareholders, the Company, and the core team members.

This Incentive Scheme includes 131 foreign employees (including those from Hong Kong, Macau and Taiwan), who are primarily based in our overseas subsidiaries in Singapore, Malaysia and Thailand. Holding key positions across technology, production and sales, these foreign employees play vital roles in enhancing the market competitiveness and international influence of the Company's products and expanding overseas market business. Their work encompasses customising product offerings for diverse markets, utilising local knowledge and linguistic proficiency to expand the Group's client network and market presence worldwide, and upholding the operational integrity of offshore production facilities.

Accordingly, granting incentives to such foreign employees serves as an important measure for the Company to attract and retain outstanding talent, and embodies the Company's equal treatment policy for both local and foreign employees. It is also an effective approach to achieve sustainable development and conducive to the Company's long-term growth.

Under Article 8 of the Administrative Measures, foreign employees who serve as directors, senior management, core technical or core business personnel may be eligible participants under the incentive share scheme. All 131 foreign employees fall within this category. As confirmed by the Company's PRC legal advisor, the grant of Restricted Shares to such foreign employees does not violate any PRC laws and regulations. No PRC laws or regulations impose any restriction on such foreign employees holding A Shares under this Incentive Scheme.

The Remuneration and Appraisal Committee shall be responsible for proposing, verifying and finalising the list of persons who fall within the scope of eligible participants under this Incentive Scheme.

The number and identities of the participants under the initial grant have been preliminarily fixed. However, if any of the selected participants, during the Grant Period and prior to the formal grant by the Board, decides not to accept the grant, the Board has the discretion to reallocate the quota of the Restricted Shares waived by such participant among other eligible participants or to directly reduce the same, provided that the total amount of the Restricted Shares to be granted under this Incentive Scheme and the upper limit on the grant percentage for an individual participant is not exceeded.

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The Company will issue announcements in accordance with Rules 17.06A, 17.06B and 17.06C of the Hong Kong Listing Rules when granting Restricted Shares.

2.3 *Source, Number and Allocation of Restricted Shares*

This Incentive Scheme adopts Class II Restricted Shares as the incentive instrument and does not involve the grant of any options. The Restricted Shares are to be sourced from the Company's repurchase of A Shares from the secondary market (including existing and future treasury A Shares) and/or the issuance of new A Shares to the participants by way of a private placement.

As at the Latest Practicable Date, the Company has no specific plan to conduct further repurchases of A Shares for the purpose of the Scheme, although it does not rule out such possibility in the future. The Board will determine the source of the Restricted Shares at its discretion based on market conditions and the Company's capital arrangements.

This Incentive Scheme proposes to grant 4,862,400 Restricted Shares to the participants, representing approximately 0.49% of the total share capital of the Company as at the date of announcement of this Incentive Scheme.

The participants under the reserved portion will be determined and the grant will be completed within 12 months after this Incentive Scheme is approved by the general meeting, and their determination criteria shall follow the criteria for the initial grant. A total of 200,000 Restricted Shares have been reserved, all of which are Class II Restricted Shares and shall be subject to the same terms and conditions as the Restricted Shares under the initial grant.

The allocation of the Restricted Shares granted to the participants is as follows:

Category	Number of Restricted Shares granted	Percentage to the total number of Restricted Shares proposed to be granted	Percentage to the total share capital of the Company
Directors/Supervisors of the subsidiaries (8 persons)	160,540	3.30%	0.02%
Management personnel and core technical (business) personnel (no more than 1,537 persons)	4,501,860	92.59%	0.46%
Initial grants in aggregate (1,545 persons)	4,662,400	95.89%	0.47%
Reserved Shares	200,000	4.11%	0.02%
Total	4,862,400	100.00%	0.49%

LETTER FROM THE BOARD

Notes:

- (1) The above percentages are calculated based on the Company's total share capital of 982,784,813 Shares as at the date of announcement of the draft of this Incentive Scheme.
- (2) Any discrepancies between the total and the sum of individual figures in the table are due to rounding.

The total number of Shares, which may be issued in respect of all options and awards to be granted under the Scheme and any other schemes of the Company, shall not exceed 10% of the relevant class of shares of the Company in issue (excluding treasury shares) as at the date on which the Scheme is approved by the Shareholders. Based on the Company's total share capital of 982,567,370 Shares (excluding treasury shares) as at the Latest Practicable Date, 10% of such total represents 98,256,737 Shares. The Shares granted to any single participant under all equity incentive schemes in effect shall not exceed 1% of the total number of issued Shares of the relevant class as at the time when this Incentive Scheme is submitted to the general meeting for consideration. In any event, within the 12-month period up to and including the date of each grant, the aggregate number of Shares which may be issued in respect of all options and awards granted to any single participant under this Incentive Scheme and any other schemes of the Company shall not exceed the 1% individual limit as required under Rule 17.03D of the Hong Kong Listing Rules. If any event such as capitalisation of capital reserves, bonus share issue, share subdivision, share consolidation or rights issue occurs during the period from the announcement date of this Incentive Scheme to the date when the participants are granted the Restricted Shares, the number of Restricted Shares to be granted shall be adjusted accordingly.

This Incentive Scheme is a one-off grant arrangement. The Company will complete the initial grant within 60 days after the Scheme is approved by the general meeting. Accordingly, the refreshment mechanism under Rule 17.03C of the Hong Kong Listing Rules does not apply to this Incentive Scheme.

2.4 Validity Period, Grant Date, Vesting Arrangements and Lock-up Period of this Incentive Scheme

2.4.1 Validity Period

The validity period of this Incentive Scheme shall commence from the date of the initial grant of Restricted Shares and end on the date when all Restricted Shares granted to the participants have been vested or forfeited, and shall not exceed 48 months. The life of this Incentive Scheme is 48 months.

2.4.2 Grant Date

As of the Latest Practicable Date, the Grant Date for the initial grant remains undetermined and shall be fixed by the Board within 60 days following the approval of this Incentive Scheme by the general meeting. The Grant Date must be a trading day and shall not fall within the following periods:

LETTER FROM THE BOARD

- (1) within 15 days before the announcement of the Company's annual report and semi-annual report; if the announcement date of periodic reports is postponed for special reasons, the period shall commence from 15 days prior to the originally scheduled announcement date;
- (2) within 5 days before the announcement of the Company's quarterly report, performance forecasts and performance bulletins*;
- (3) on the date of the Company's announcement of annual results and within the 60 days prior thereto, or from the end of the relevant financial year to the date of publication of the results (whichever period is shorter);
- (4) on the date of the Company's announcement of quarterly and semi-annual results and within the 30 days prior thereto, or from the end of the relevant quarterly or semi-annual period to the date of publication of the results (whichever period is shorter);
- (5) from the date of occurrence of a material event that may have a significant impact on the trading price of the Company's Shares and derivative products, or during the decision-making process, until the date of disclosure;
- (6) other periods stipulated by the CSRC and the Shenzhen Stock Exchange;
- (7) other circumstances where trading of the Company's Shares is not permitted under laws and regulations; and
- (8) the period under Rule 17.05 of the Hong Kong Listing Rules.

The "material event" referred to above means any event that may have a material effect on the trading price of the Company's Shares as stipulated under Article 80 of the Securities Law, which is equivalent to the concept of inside information under the Securities and Futures Ordinance. If relevant laws, regulations and departmental rules have other provisions on the periods during which grants are not permitted, such provisions shall prevail.

Note:

- * Performance bulletin is a preliminary and unaudited summary of key financial metrics (e.g., revenue, net profit, basic earnings per share, total assets, etc.) disclosed via a provisional announcement ahead of the formal periodic results/reports. Under A-share rules, its publication is voluntary in principle, but mandatory in two exceptional cases: (i) where the data has already been submitted to state authorities and cannot be kept confidential; or (ii) where there has been a leak of earnings information, or earnings-related rumors have caused abnormal share price fluctuations. The figures contained therein is preliminary and may be subject to adjustment in the final periodic results/reports.

LETTER FROM THE BOARD

The Company shall, within 60 days after Shareholders' approval, convene a Board meeting to grant the Restricted Shares to the participants in accordance with the relevant procedures and complete the announcement and other relevant procedures. If the Company fails to complete the above work within 60 days, it shall promptly disclose the reasons for the failure and announce the termination of the implementation of this Incentive Scheme, and the uncompleted Restricted Shares shall lapse. The grantees of the Reserved Shares shall be identified and the share grant will be completed within 12 months after this Incentive Scheme is approved by the general meeting; if no participants are identified after 12 months, the Reserved Shares shall lapse.

2.4.3 Vesting Arrangements

The Restricted Shares granted under this Incentive Scheme shall be vested in tranches according to the agreed percentages after the participants have satisfied the corresponding vesting conditions. The Vesting Date must be a trading day and shall not fall within the following periods:

- (1) within 15 days before the announcement of the Company's annual report and semi-annual report; if the announcement date of periodic reports is postponed for special reasons, the period shall commence from 15 days prior to the originally scheduled announcement date;
- (2) within 5 days before the announcement of the Company's quarterly report, performance forecasts and performance bulletins;
- (3) on the date of the Company's announcement of annual results and within the 60 days prior thereto, or from the end of the relevant financial year to the date of publication of the results (whichever period is shorter);
- (4) on the date of the Company's announcement of quarterly and semi-annual results and within the 30 days prior thereto, or from the end of the relevant quarterly or semi-annual period to the date of publication of the results (whichever period is shorter);
- (5) from the date of occurrence of a material event that may have a significant impact on the trading price of the Company's Shares and derivative products, or during the decision-making process, until the date of disclosure;
- (6) other periods stipulated by the CSRC and the Shenzhen Stock Exchange; and
- (7) other circumstances where trading of the Company's Shares is not permitted under laws and regulations.

LETTER FROM THE BOARD

The “material event” referred to above means any event that may have a material effect on the trading price of the Company’s Shares as stipulated under Article 80 of the Securities Law, which is equivalent to the concept of inside information under the Securities and Futures Ordinance. If relevant laws, regulations and departmental rules have other provisions on the periods during which grants are not permitted, such provisions shall prevail.

The vesting percentages and arrangements for each tranche of the Restricted Shares under the initial grant of this Incentive Scheme are set out in the table below:

Vesting Arrangement	Vesting Period	Vesting Percentage
First Vesting Tranche	From the first trading day after 12 months from the initial Grant Date to the last trading day within 24 months from the initial Grant Date	30%
Second Vesting Tranche	From the first trading day after 24 months from the initial Grant Date to the last trading day within 36 months from the initial Grant Date	30%
Third Vesting Tranche	From the first trading day after 36 months from the initial Grant Date to the last trading day within 48 months from the initial Grant Date	40%

The participants for the Reserved Shares under this Incentive Scheme will be determined and the grant will be completed within 12 months after this Incentive Scheme is considered and approved by the general meeting. The vesting arrangements for the Reserved Shares are set out in the table below:

Vesting Arrangement	Vesting Period	Vesting Percentage
First Vesting Tranche	From the first trading day after 12 months from the date of the reserved grant to the last trading day within 24 months from the date of the reserved grant	50%
Second Vesting Tranche	From the first trading day after 24 months from the date of the reserved grant to the last trading day within 36 months from the date of the reserved grant	50%

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Any shares derived from the Restricted Shares that have been granted to the participants but have not yet vested as a result of capitalisation of capital reserves, bonus share issue or share subdivision shall also be subject to the Vesting Conditions, and shall not be transferred, used as security or for repayment of debts prior to Vesting. If the Restricted Shares are not eligible for Vesting at such time, the shares derived from the aforementioned events shall likewise not be vested.

Within each Vesting tranche, Restricted Shares that satisfy the Vesting Conditions may be registered for vesting by the Company; Restricted Shares that do not satisfy the Vesting Conditions or for which the participants have not applied for Vesting shall not be vested and shall lapse.

The vesting arrangements under this Incentive Scheme are intended to strengthen the Company's long-term incentive and restraint mechanism by aligning the vesting of Restricted Shares with the continuous service of the participants over a vesting period of up to 48 months from the Grant Date. The first vesting period for the Restricted Shares under the initial grant shall commence on the first trading day following the expiration of 12 months from the date of the initial grant, and shall end on the last trading day within the 24-month period from the date of the initial grant. This arrangement provides effective short-term incentives and operational flexibility, while the subsequent phased vesting facilitates long-term retention and supports the implementation of key strategic initiatives. Such a structure effectively aligns the interests of the Company, its shareholders, and core team members, thereby promoting the Company's long-term sustainable development and the realisation of its strategic goals, which is in line with the purpose of the 2026 Restricted A Share Incentive Scheme.

2.4.4 Lock-up Period

The Lock-up Period refers to the timeframe during which the sale of the Restricted Shares granted to the participants is restricted following their vesting. Given that no directors or senior management of the Company are participating in this Incentive Scheme, no Lock-up Period is set for the Restricted Shares granted to the participants upon their vesting.

2.5 Acceptance, Grant Price of the Restricted Shares and its Determination Method

The Grant Price of the Restricted Shares (including the reserved portion) under this Incentive Scheme is RMB155.94 per share. This means that, upon satisfying the Grant Conditions and Vesting Conditions, the participants may purchase the A Shares repurchased by the Company from the secondary market and/or issued to the participants by way of a private placement at the price of RMB155.94 per share.

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The Grant Price is determined pursuant to Article 23 of the Administrative Measures, under which the grant price shall not be lower than the par value of the shares, and in principle shall not be lower than the higher of the following:

- (1) 50% of the average trading price of the Company's A Shares on the trading day immediately preceding the date of announcement of this Incentive Scheme (i.e., July 20, 2026), representing RMB125.25 per share; and
- (2) 50% of the average trading price of the Company's A Shares for the 120 trading days immediately preceding the date of announcement of this Incentive Scheme (i.e., July 20, 2026), representing RMB155.94 per share.

By offering the Restricted Shares at a discount, the Grant Price allows the participants to share the risks and rewards associated with the Company's future performance, fostering a sense of belonging and ongoing commitment, which is in line with the purpose of the 2026 Restricted A Share Incentive Scheme.

Participants are not required to pay any consideration to the Company for the acceptance of the grant of Restricted Shares, but shall accept the grant within 30 days from the Grant Date and in any event no later than 60 days after this Incentive Scheme is considered and approved by the general meeting. After satisfying the Vesting Conditions during the vesting period, the participants shall pay in full the subscription money for the Restricted Shares at the Grant Price prescribed under this Incentive Scheme. The specific time and method of payment shall be notified by the Company on a unified basis, and all payments shall be made before the subscriptions are verified by the Company.

2.6 Grant Conditions and Vesting Conditions of the Restricted Shares

2.6.1 Grant Conditions

Participants may only be granted Restricted Shares when all the following conditions are simultaneously met:

- (1) The Company does not have any of the following circumstances:
 - (i) An audit report with an adverse opinion or a disclaimer of opinion has been issued by a certified public accountant with respect to the financial statements for the most recent accounting year;
 - (ii) An audit report with an adverse opinion or a disclaimer of opinion has been issued by a certified public accountant with respect to the internal control over financial reporting for the most recent accounting year;

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- (iii) Failure to distribute profits in accordance with laws and regulations, the Articles of Association, and public commitments within the most recent 36 months following listing;
 - (iv) The implementation of equity incentives is prohibited by laws and regulations; and
 - (v) Other circumstances as determined by the CSRC.
- (2) The participants do not have any of the following circumstances:
- (i) Being identified as an unfit person by the stock exchange within the most recent 12 months;
 - (ii) Being identified as an unfit person by the CSRC or its local offices within the most recent 12 months;
 - (iii) Subject to administrative penalties or market entry bans by the CSRC and its local offices due to material violations of laws and regulations within the most recent 12 months;
 - (iv) Subject to any circumstances under which one is prohibited from acting as a director or senior management member of a company as stipulated in the Company Law;
 - (v) Prohibited by laws and regulations from participating in equity incentive schemes of listed companies; and
 - (vi) Other circumstances as determined by the CSRC.

2.6.2 *Vesting Conditions*

The Restricted Shares granted to the participants may only be vested in tranches upon simultaneously satisfying the following Vesting Conditions:

- (1) The Company does not have any of the following circumstances:
- (i) An audit report with an adverse opinion or a disclaimer of opinion has been issued by a certified public accountant with respect to the financial statements for the most recent accounting year;
 - (ii) An audit report with an adverse opinion or a disclaimer of opinion has been issued by a certified public accountant with respect to the internal control over financial reporting for the most recent accounting year;

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- (iii) Failure to distribute profits in accordance with laws and regulations, the Articles of Association, and public commitments within the most recent 36 months following listing;
 - (iv) The implementation of equity incentives is prohibited by laws and regulations; and
 - (v) Other circumstances as determined by the CSRC.
- (2) The participants do not have any of the following circumstances:
- (i) Being identified as an unfit person by the stock exchange within the most recent 12 months;
 - (ii) Being identified as an unfit person by the CSRC or its local offices within the most recent 12 months;
 - (iii) Subject to administrative penalties or market entry bans by the CSRC and its local offices due to material violations of laws and regulations within the most recent 12 months;
 - (iv) Subject to any circumstances under which one is prohibited from acting as a director or senior management member of a company as stipulated in the Company Law;
 - (v) Prohibited by laws and regulations from participating in equity incentive schemes of listed companies; and
 - (vi) Other circumstances as determined by the CSRC.

If any of the circumstances specified in item (1) above occurs in respect of the Company, this Incentive Scheme shall be terminated, and all Restricted Shares granted to the participants that have not yet vested shall not vest and shall lapse immediately. If participants experiences any of the circumstances specified in item (2) above preventing them from being granted Restricted Shares, the Restricted Shares already granted to such participants shall not vest and shall lapse immediately.

For the avoidance of doubt, in the case of either item (1) or item (2) above, Restricted Shares that have already vested shall not be subject to any clawback unless the circumstances giving rise to clawback as set forth in section 2.10 (Lapse, Clawback Mechanism and Handling of Changes to the Company or the Participants) have occurred, in which case the clawback mechanism shall apply to such vested Restricted Shares to the extent provided therein.

2.6.3 Tenure Requirements for Participants in Each Vesting Tranche

Prior to the vesting of each tranche of the Restricted Shares granted, the participants must meet a tenure requirement of more than 12 months.

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2.6.4 Performance Assessment Requirements

(1) Company-level Performance Assessment Requirements

The assessment years for the Restricted Shares granted under the initial grant of this Incentive Scheme span the three accounting years from 2026 to 2028, and the assessment years for the reserved portion span the two accounting years from 2027 to 2028. The assessment shall be conducted once per accounting year. The performance assessment targets for each year are set out in the table below:

Vesting Tranche	Benchmark Growth Rate (A)	Target Growth Rate (B)
First Vesting Tranche for the Initial Grant	Based on the net profit or operating revenue of 2025, the growth rate for 2026 shall not be less than 40%	Based on the net profit or operating revenue of 2025, the growth rate for 2026 shall not be less than 50%
Second Vesting Tranche for the Initial Grant/ First Vesting Tranche for the Reserved Grant	Based on the net profit or operating revenue of 2025, the growth rate for 2027 shall not be less than 96%	Based on the net profit or operating revenue of 2025, the growth rate for 2027 shall not be less than 125%
Third Vesting Tranche for the Initial Grant/ Second Vesting Tranche for the Reserved Grant	Based on the net profit or operating revenue of 2025, the growth rate for 2028 shall not be less than 174.40%	Based on the net profit or operating revenue of 2025, the growth rate for 2028 shall not be less than 237.50%

Notes:

- (1) “Operating revenue” above refers to the audited operating revenue of the listed company on a consolidated basis; “net profit” refers to the net profit attributable to the shareholders of the listed company on a consolidated basis, excluding the numerical impact of share-based payment expenses arising from the implementation of the incentive scheme and the employee share ownership plan during the assessment period of this Incentive Scheme.
- (2) The aforementioned performance assessment targets do not constitute performance forecasts or substantive commitments by the Company to investors.

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The Company shall determine the number of Restricted Shares at the Company level that may vest based on the performance target achievement level for each assessment year, as detailed below:

Assessment Indicator	Performance Target Achievement Level	Company-Level Vesting Percentage
Growth rate of net profit or operating revenue for the assessment year compared with 2025 (X)	$X \geq B$ $B > X \geq A$ $X < A$	100% $80\% + (X - A) / (B - A) \times 20\%$ 0

During the vesting period, the Company shall handle the share vesting registration procedures for participants who satisfy the Vesting Conditions. If the Company fails to achieve the aforementioned performance assessment targets, all Restricted Shares planned for vesting corresponding to the assessment year for all participants shall not vest, and shall lapse.

(2) Individual-level Performance Assessment Requirements

The actual number of shares eligible for Vesting for an individual in the relevant year = the number of shares scheduled to vest for the individual in the relevant year $\times$ Company-level vesting percentage $\times$ Standard coefficient.

The performance assessment results of the participants are categorized into four grades: A, B, C, and D. The actual vesting percentage for the participants shall be determined in accordance with the table below:

Assessment Result (S)	$S \geq 80$	$80 > S \geq 70$	$70 > S \geq 60$	$S < 60$
Assessment Grade	A	B	C	D
Standard Coefficient	1.0	0.8	0.5	0

Restricted Shares planned to vest for the participants in the current period that cannot vest or cannot fully vest due to assessment reasons shall lapse, and cannot be deferred to the subsequent year.

(3) Explanation on the Scientific Nature and Reasonableness of the Assessment Indicators

The assessment indicators of this Incentive Scheme are divided into two levels, namely the Company-level performance assessment and the individual-level performance assessment.

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The Company-level performance assessment indicators selected are the net profit growth rate and the operating revenue growth rate. The net profit growth rate indicates corporate profitability and growth potential, and is a key indicator of corporate operating efficiency. Operating revenue, as a core financial indicator, represents the Company's operating achievements and serves as an important benchmark to evaluate business conditions and forecast the expansion trends of its operations. The determination of the specific metrics has comprehensively taken into account relevant factors such as the macroeconomic environment, industry development landscape, market competition, and the Company's future development plans, while balancing feasibility with the incentive effect on the Company's employees. The set indicators are both reasonable and scientifically sound.

In addition to the Company-level performance assessment, the Company has also established a rigorous performance assessment system for individuals, which can yield an accurate and comprehensive evaluation of the participants' work performance. The Company will determine whether a participant has met the individual Vesting Conditions based on the participant's performance assessment results of the preceding year, and has applied differentiated vesting percentages for varying assessment grades, truly achieving the objective of incentivizing excellence and encouraging value creation.

In conclusion, the Company and individual assessment indicators are clearly defined and highly operable. They facilitate the enhancement of the Company's competitiveness, improve the Company's attractiveness to industry talent, and play a positive role in building the Company's core team, while simultaneously catering to the constraining effect on participants, thereby achieving the assessment objectives under this Incentive Scheme.

The performance assessment requirements under this Incentive Scheme are intended to ensure that the vesting of Restricted Shares is closely linked to the Company's operating performance and the individual contributions of the participants, thereby aligning their interests with those of the Company and its shareholders. Should the relevant Company-level or individual-level performance conditions fail to be met, the Restricted Shares originally scheduled to vest in the corresponding assessment year will lapse. Such arrangements reinforce the Company's focus on sustainable, value-driven performance and maintain the efficacy and integrity of the Company's long-term incentive mechanism, which is in line with the purpose of the 2026 Restricted A Share Incentive Scheme.

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2.7 Adjustment Methods and Procedures for the Number and Grant Price of Restricted Shares

2.7.1 Adjustment Methods

From the date of the announcement of this Incentive Scheme up to the completion of the vesting registration of the Restricted Shares by the participants, if the Company undergoes capitalisation of capital reserves, bonus share issue, share subdivision, rights issue, or share consolidation, the number of Restricted Shares to be granted/vested shall be adjusted accordingly based on the formulas set out in Chapter IX of the 2026 Restricted A Share Incentive Scheme (Draft) in Appendix I to this Circular. If the Company undergoes any capitalisation of capital reserves, bonus share issue, share subdivision, rights issue, share consolidation, cash dividend, the Grant Price of the Restricted Shares shall be adjusted accordingly based on the formulas set out in Chapter IX of the 2026 Restricted A Share Incentive Scheme (Draft) in Appendix I to this Circular. In the event of a new share issuance by the Company, no adjustments will be made to the number of Restricted Shares to be granted/vested or the Grant Price.

Pursuant to Rule 17.03(13) of the Hong Kong Listing Rules, the scheme document must include a provision for adjustment of the exercise or purchase price and/or the number of shares subject to options or awards granted under the scheme in the event of a capitalisation issue, rights issue, sub-division or consolidation of shares, or reduction of share capital. The note to Rule 17.03(13) of the Hong Kong Listing Rules stipulates that any adjustments required under Rule 17.03(13) must give a participant the same proportion of the share capital as that to which that person was previously entitled. With the exception of adjustments made on a capitalisation issue, any adjustments must be confirmed in writing by an Independent Financial Adviser or the Company's auditor to be in compliance with Rule 17.03(13) of the Hong Kong Listing Rules.

In addition to the adjustments to the Grant Price mandated by Rule 17.03(13) of the Hong Kong Listing Rules, this Incentive Scheme also stipulates an adjustment to the Grant Price in the event of a dividend distribution by the Company (the “**Dividend Adjustment**”).

The Company has applied for, and the Hong Kong Stock Exchange has granted, a waiver from strict compliance with Rule 17.03(13) of the Hong Kong Listing Rules in relation to the Dividend Adjustment on the grounds set out below, which demonstrate that strict compliance with both the PRC regulatory requirements and Rule 17.03(13) of the Hong Kong Listing Rules would impose an undue burden on the Company and create a practical difficulty in the administration of the Incentive Scheme:

- (1) the Dividend Adjustment is a mandatory requirement imposed on the Company pursuant to Article 46 of the Administrative Measures, which require the Company to stipulate in the Incentive Scheme the principles, methods and procedures for adjusting the Grant Price in the event of a dividend distribution or other ex-dividend/ex-rights events;

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- (2) The adjusted Grant Price will be equal to the Grant Price before adjustment less the cash dividend to be paid by the Company per Share, and such adjustment does not dilute Shareholders' interests or confer any unfair advantage on the participants, as it merely reduces the Grant Price by the dividend amount without changing the number of Restricted Shares, and therefore simply reflects the dividend distribution already made by the Company;
- (3) the Dividend Adjustment is a standard market practice in the PRC;
- (4) the Restricted Share Incentive Scheme only entitles the participants to subscribe for A Shares but not H Shares. JunHe LLP Shanghai Office (君合律師事務所上海分所), the legal advisor to the Company as to the PRC laws, has reviewed the proposed terms of the Incentive Scheme and confirmed in its legal memorandum that the proposed terms contain the essential elements required under Article 9(9) of the Administrative Measures, and are in accordance with the provisions of the Administrative Measures, the Guidelines No. 1 and other prevailing laws, regulations and normative documents. The independent non-executive Directors and the Board have also reviewed and approved the proposed terms;
- (5) the Board shall make adjustments to the Grant Price in accordance with the principles, methods and procedures stipulated in the Incentive Scheme, and shall pass a board resolution and discharge disclosure obligations in relation to the Dividend Adjustment in accordance with the requirements of the Administrative Measures; and
- (6) the terms of the Restricted Share Incentive Scheme will be under close scrutiny by the aforesaid regulatory authorities of the PRC, and they are also subject to approval by the Shareholders at the Shareholders' meeting. The Shareholders will be given the opportunity to make an informed decision as to the adoption of the Restricted Share Incentive Scheme at the Shareholders' meeting.

2.7.2 Adjustment Procedures

As authorized by the general meeting, when any of the aforementioned circumstances occurs, the Board shall consider and approve a resolution regarding the adjustment to the number of Restricted Shares to be granted/vested and the Grant Price (if adjustments to the number of Restricted Shares to be granted/vested and the Grant Price are required due to events other than the aforementioned circumstances, such adjustments must be submitted to the general meeting for consideration, in addition to consideration by the Board).

The Company shall engage a law firm to issue a professional opinion to the Company as to whether the above adjustment complies with the provisions of the Administrative Measures, the Articles of Association and this Incentive Scheme. After the adjustment proposal has been considered and approved by the Board, the Company shall promptly disclose the announcement of the Board resolution and publish the legal opinion simultaneously.

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2.8 Procedures for the Effectiveness, Grant, Vesting, Amendment, and Termination of this Incentive Scheme

2.8.1 Effectiveness Procedures

This Incentive Scheme is formulated by the Remuneration and Appraisal Committee, and upon consideration and approval by the Board, must be submitted to the general meeting for consideration and approval prior to implementation. When the Board considers this Incentive Scheme, directors who are participants or who have a connected relationship with them shall abstain from voting; when the general meeting considers this Incentive Scheme, shareholders who are participants or who have a connected relationship with the participants shall also abstain from voting.

The general meeting shall vote on the contents of the equity incentive scheme, which must be approved by more than two-thirds of the voting rights held by the shareholders present at the meeting. The Company shall internally publish the names and positions of the participants prior to convening the general meeting (the publication period shall not be less than 10 days). The Remuneration and Appraisal Committee shall review the list of participants, fully consider the feedback from the publication, and disclose the review opinions and an explanation regarding the publication 5 days prior to the consideration by the general meeting.

2.8.2 Grant Procedures

Upon consideration and approval of this Incentive Scheme by the general meeting, the Company shall convene a Board meeting within 60 days to grant Restricted Shares to the participants under the initial grant and complete the announcement. Prior to the grant, the Board shall review and announce whether the conditions for benefit grant to the participants have been fulfilled, and the Remuneration and Appraisal Committee and the law firm shall concurrently issue explicit opinions. After the Board has approved the grant resolution, the Company and the participants shall sign the Restricted Share Grant Agreement to set out the rights and obligations of both parties. The grantees of the Reserved Shares shall be identified and the grant will be completed within 12 months after this Incentive Scheme is considered and approved by the general meeting; if the grantees are not identified within 12 months, the Reserved Shares shall lapse.

The Company will publish an announcement on the grant of Restricted Shares and comply with the relevant requirements under Rules 17.06A, 17.06B and 17.06C of the Hong Kong Listing Rules.

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2.8.3 Vesting Procedures

Prior to the vesting of the Restricted Shares, the Board shall review whether the Vesting Conditions have been fulfilled, and the Remuneration and Appraisal Committee and the law firm shall concurrently issue explicit opinions. For participants satisfying the Vesting Conditions, the Company shall uniformly handle the vesting matters; for those failing to satisfy the Vesting Conditions, the Restricted Shares corresponding to that tranche shall not vest and shall lapse. Before handling the vesting matters, the Company shall submit an application to the Shenzhen Stock Exchange, and upon confirmation, the share vesting registration shall be processed by the clearing and settlement institution.

2.8.4 Amendment Procedures

If this Incentive Scheme is proposed for amendment prior to consideration by the general meeting, such amendments shall be considered and approved by the Board; if proposed for amendment after consideration and approval by the general meeting, any amendments must be submitted to the general meeting for consideration and decision, and any such amendment shall not include circumstances leading to (i) accelerated vesting or early lifting of the lock-up; or (ii) a reduction in the Grant Price (except in the case of capitalisation of capital reserves, bonus share issue, rights issue, dividend payout, etc.). In the event of an amendment, the Company shall promptly disclose the reasons for and the content of the amendment. The Remuneration and Appraisal Committee and the law firm shall issue opinions on whether the amended scheme is conducive to the continuous development of the Company and whether it will manifestly prejudice the interests of the Company and its shareholders as a whole.

For the avoidance of doubt, no terms of the Incentive Scheme may be amended by the Board without shareholder approval. The Board is only authorized to handle matters in connection with the implementation of the Incentive Scheme, and such authorization is limited to matters that are administrative or procedural in nature and do not materially change the substance of the Incentive Scheme. For details, please refer to the section “4. Proposed Authorization of the Board to Handle Matters Relating to the 2026 Restricted A Share Incentive Scheme” in this circular.

2.8.5 Termination Procedures

If this Incentive Scheme is proposed for termination prior to consideration by the general meeting, such termination shall be considered and approved by the Board; if proposed for termination after consideration and approval by the general meeting, the termination must be submitted to the general meeting for consideration and decision. Upon termination, the law firm shall issue professional opinions on whether the termination complies with relevant regulations and whether it will manifestly prejudice the interests of the Company and its shareholders as a whole. If the termination is approved by the general meeting or the Board, or if it is not approved by the general meeting, no further equity incentive scheme shall be considered within 3 months from the date of the announcement of the relevant resolution. Upon termination of this Incentive Scheme, the Restricted Shares that have not yet vested shall lapse.

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2.9 Transfer Restrictions and Attached Rights of the Restricted Shares

Prior to Vesting, the Restricted Shares granted to participants are not transferable, cannot be pledged for any purpose, and cannot be used for the repayment of debts. Participants do not have voting rights, nor are they entitled to receive dividends (whether in cash or in shares) on such unvested Restricted Shares, and do not have any rights arising on a liquidation of the Company.

Upon Vesting, the Shares granted to the participants shall rank *pari passu* with other issued A Shares of the Company in all respects, including rights to dividends, voting rights, transferability and other rights, including those arising on a liquidation of the Company, subject to the Articles of Association and applicable laws and regulations.

2.10 Lapse, Clawback Mechanism and Handling of Changes to the Company or the Participants

Pursuant to the relevant provisions in Chapters XII and XIII of the 2026 Restricted A Share Incentive Scheme (Draft) set out in Appendix I to this Circular, (i) any unvested Restricted Shares granted to participants shall, under all circumstances (including clawback scenarios), cease to vest and lapse immediately; (ii) in the event of a defective disclosure or misconduct on the part of a participant, vested Restricted Shares may be subject to clawback; however, the Company's recourse shall be limited to recovering the economic benefits derived therefrom, and the Company shall in no event be entitled to demand the return or cancellation of the vested Shares themselves. For the avoidance of doubt, the "economic benefits" recoverable by the Company shall mean: (a) where the relevant vested Shares have been disposed of by the grantee, the net gain(s) from the disposal of such Shares, less the subscription money paid by the participants upon vesting of such Restricted Shares; or (b) where such vested Shares have not been disposed of by the grantee, an amount in cash equal to the market value thereof (as determined by reference to the market price prevailing on the date the Company exercises its right of recovery), less the subscription money paid by the participants upon vesting of such Restricted Shares.

In light of the foregoing, and given that the Restricted Shares under the Incentive Scheme are Class II Restricted Shares registered only upon vesting, no cancellation of any such shares, whether vested or unvested, shall occur under any circumstances whatsoever.

(1) Circumstances Leading to Lapse

- (i) Under any of the following circumstances, the Restricted Shares granted to the participant but not yet vested shall not vest and shall lapse immediately: (i) Company-level performance assessment targets are not met; (ii) participant's individual-level performance assessment targets are not met; or (iii) the participant fails to apply for vesting within the vesting period.

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- (ii) In the event that a participant falls under circumstances prohibiting him/her from becoming a participant specified in item (2) under section “2.6.2 Vesting Conditions” on page 16, or experiences normal retirement, loss of capacity for work not due to the performance of duties, death, or resignation (including voluntary resignation, resignation due to layoff or dismissal by the Company, expiration and non-renewal of an employment/labor/hiring contract, mutually agreed termination of an employment/labor/hiring contract, etc.), his/her Restricted Shares already granted but not yet vested shall not vest and shall lapse immediately.
- (iii) Should the Company encounter circumstances under which the implementation of equity incentives is prohibited by laws and regulations, or other circumstances requiring the termination of the incentive scheme as determined by the CSRC, the implementation of this Incentive Scheme shall be terminated, and Restricted Shares already granted to participants but not yet vested shall not vest and shall lapse immediately.
- (iv) In the event of a dissolution or liquidation of the Company, this Incentive Scheme shall terminate immediately, and all Restricted Shares granted to the participants but not yet vested shall not vest and shall lapse immediately.

For the avoidance of doubt, in the event of a change in control, merger or division of the Company (provided the Company survives), change in the participant’s position (provided they remain employed by the Company), re-employment after retirement, or loss of capacity for work/death due to the performance of duties, the Restricted Shares already granted to the participants shall remain valid and proceed according to the procedures stipulated in this Incentive Scheme.

(2) *Clawback Mechanism*

- (i) Where false records, misleading statements, or material omissions in the Company’s information disclosure documents lead to non-compliance with the Grant Conditions or Vesting Conditions of the Restricted Shares, Restricted Shares granted to participants but not yet vested shall not vest and shall lapse immediately; where the Restricted Shares granted to participants have already vested, the Company shall be entitled to recover the economic benefits obtained by the participants from the vested Shares, but the Company shall in no event be entitled to demand the return or cancellation of the vested Shares themselves.

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- (ii) Where a participant causes severe damage to the Company's interests or reputation due to violating laws, breaching professional ethics, leaking the Company's secrets, dereliction of duty, malfeasance, or violating rules and regulations relating to vesting, subject to the review of the Remuneration and Appraisal Committee and approval by the Board, the Restricted Shares already granted to the participant but not yet vested shall not vest and shall lapse immediately; where the Restricted Shares granted to participants have already vested, the Company shall be entitled to recover the economic benefits obtained by the Participant from the vested Shares, but the Company shall in no event be entitled to demand the return or cancellation of the vested Shares themselves. In severe cases, the Company may also seek compensation for the losses suffered in accordance with relevant laws.

The Directors are of the view that the aforementioned clawback mechanism provides the Company with the option or right not to vest the Restricted Shares and/or recover any benefits or compensation for losses from the relevant participants in the event of material defects in information disclosure or misconduct by participants, ensuring that Restricted Shares are only granted to individuals acting in the best interests of the Company, which aligns with the core objective of the 2026 Restricted A Share Incentive Scheme to "attract, incentivize, and retain outstanding talent valuable to the development of the Group". Concurrently, through differentiated institutional arrangements, this mechanism strictly pursues actions that harm the Company's interests while providing positive safeguards for participants who perform their duties compliantly, thereby enhancing the participants' long-term sense of belonging to the Company, stabilizing and continuously attracting excellent talent, and ensuring that the Incentive Scheme consistently serves the long-term interests of the Company and the overall interests of the shareholders.

In summary, the Board and the Remuneration and Appraisal Committee consider that the relevant terms of this Incentive Scheme (including but not limited to the selection criteria of participants, vesting arrangements, Grant Price, and clawback mechanism) are fair and reasonable, and are in line with the purpose of the 2026 Restricted A Share Incentive Scheme.

Hong Kong Listing Rules Implications

The 2026 Restricted A Share Incentive Scheme constitutes a share scheme of the Company involving the issuance of new Shares under Chapter 17 of the Hong Kong Listing Rules. Accordingly, the proposed adoption of the 2026 Restricted A Share Incentive Scheme is subject to Shareholders' approval, and its terms must comply with the relevant requirements of Chapter 17 of the Hong Kong Listing Rules.

The 2026 Restricted A Share Incentive Scheme does not require the Company to appoint a trustee to administer the scheme. As at the Latest Practicable Date, the Company has no intention to appoint a trustee for the 2026 Restricted A Share Incentive Scheme. Accordingly, none of the Directors will act as trustee of the 2026 Restricted A Share Incentive Scheme, nor will they have any direct or indirect interest in any trustee of the 2026 Restricted A Share Incentive Scheme. If a trustee is appointed for the 2026 Restricted A Share Incentive Scheme in the future, the Company will comply with the requirements of the Hong Kong Listing Rules.

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The participants of the 2026 Restricted A Share Incentive Scheme do not include any Directors, the chief executive or substantial Shareholders of the Company, nor their respective associates. Therefore, the Company is not required to comply with the relevant provisions of Rule 17.04 of the Hong Kong Listing Rules.

Reasons for and Benefits of Adopting the 2026 Restricted A Share Incentive Scheme

The Directors consider that the 2026 Restricted A Share Incentive Scheme can further establish and improve the Company's long-term incentive mechanism, attract and retain outstanding talent, fully mobilise the enthusiasm of core personnel, and align the interests of the participants with the long-term interests of the Company and its Shareholders. The design of the participants' eligibility, vesting period, performance targets, grant price and clawback mechanism is intended to link the actual benefits received by the participants to their continued service, the Company's performance and their individual performance. The Directors are of the view that the terms of the 2026 Restricted A Share Incentive Scheme are fair and reasonable and are in the interests of the Company and its Shareholders as a whole.

3. MANAGEMENT MEASURES FOR THE IMPLEMENTATION AND ASSESSMENT OF THE 2026 RESTRICTED A SHARE INCENTIVE SCHEME

In order to ensure the smooth implementation of the Restricted Share Incentive Scheme, the Management Measures for the Implementation and Assessment of the 2026 Restricted A Share Incentive Scheme are hereby formulated in accordance with the Company Law, the Securities Law, the Administrative Measures, Guidelines No. 1 and other relevant laws, regulations and normative documents, as well as the provisions of the Articles of Association and the 2026 Restricted A Share Incentive Scheme (Draft), and in light of the Company's actual circumstances. The full text of such Management Measures for the Implementation and Assessment is set out in Appendix II to this circular.

The above resolution has been approved by the Board and is hereby submitted to the EGM for consideration and approval by the Shareholders.

4. PROPOSED AUTHORIZATION OF THE BOARD TO HANDLE MATTERS RELATING TO THE 2026 RESTRICTED A SHARE INCENTIVE SCHEME

In order to ensure the smooth implementation of the 2026 Restricted A Share Incentive Scheme, it is hereby proposed that the EGM authorize the Board to handle the following matters relating to the 2026 Restricted A Share Incentive Scheme:

- (1) it is proposed that the EGM authorize the Board to be responsible for the execution of the following matters relating to the 2026 Restricted A Share Incentive Scheme:
 - (i) to determine the Grant Date of the Restricted Share Incentive Scheme of the Company;

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- (ii) to make corresponding adjustments to the number of Restricted Shares to be granted/ vested in accordance with the methodology prescribed in the Restricted Share Incentive Scheme in the event of capitalisation of capital reserves, bonus share issue, share subdivision, consolidation or rights issue of the Company;
- (iii) to make corresponding adjustments to the Grant Price of the Restricted Shares in accordance with the methodology prescribed in the Restricted Share Incentive Scheme in the event of capitalisation of capital reserves, bonus share issue, share subdivision or consolidation, rights issue or distribution of dividends;
- (iv) to grant Restricted Shares to the participants when the relevant conditions are satisfied, and to handle all matters necessary for the grant of Restricted Shares, including but not limited to signing the Restricted Share Grant Agreement with the participants;
- (v) prior to the grant of Restricted Shares, to reallocate among the participants the Restricted Shares for which the participants have declined to subscribe, directly reduce the number of such Restricted Shares or reallocate them to the reserved portion;
- (vi) to determine whether the Restricted Shares granted to the participants may vest, to review and confirm the participants' vesting eligibility, Vesting Conditions and number of Restricted Shares to be vested, and to delegate such authority to the Remuneration and Appraisal Committee of the Board;
- (vii) to handle all vesting matters necessary for the Restricted Shares granted to the participants, including but not limited to submitting vesting applications to the stock exchange, applying to the clearing and settlement company for relevant registration and settlement procedures, amending the Articles of Association, and completing the registration of changes in the Company's registered share capital;
- (viii) to handle matters relating to the amendment and termination of the Restricted Share Incentive Scheme in accordance with its provisions, including but not limited to revoking the vesting eligibility of the participants, handling the lapse of the Restricted Shares granted to the participants but not yet vested, and terminating the Restricted Share Incentive Scheme;
- (ix) to manage and adjust the Restricted Share Incentive Scheme, and to formulate or amend from time to time the management and implementation provisions of the scheme, provided that such management and implementation provisions are consistent with the terms of the Restricted Share Incentive Scheme. However, if laws, regulations or relevant regulatory authorities require such amendments to be approved by the general meeting and/or relevant regulatory authorities, the Board shall obtain the corresponding approvals for such amendments; and

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- (x) to handle other necessary matters for the implementation of the Restricted Share Incentive Scheme, except for those rights which are expressly required by relevant documents to be exercised by the general meeting;
- (2) it is proposed that the general meeting authorizes the Board, in respect of the 2026 Restricted A Share Incentive Scheme, carry out approval, registration, filing, ratification, consent and other formalities with relevant governmental authorities and agencies; to sign, execute, amend and prepare documents to be submitted to relevant governmental authorities, agencies, organizations and individuals; to amend the Articles of Association and complete the registration of changes in the Company's registered share capital; and to take all actions that it considers necessary, appropriate or desirable in respect of the 2026 Restricted A Share Incentive Scheme;
- (3) it is proposed that the general meeting authorize the Board to appoint intermediary institutions such as receiving banks, accountants, lawyers and securities firms for the implementation of the 2026 Restricted A Share Incentive Scheme; and
- (4) it is proposed that the general meeting resolve that the term of the above authorization granted to the Board shall be consistent with the validity period of the 2026 Restricted A Share Incentive Scheme.

In respect of the foregoing authorization, except for matters which are expressly required by applicable laws, administrative regulations, rules and normative documents of the CSRC, the 2026 Restricted A Share Incentive Scheme or the Articles of Association to be resolved by the Board, the remaining matters may be exercised by the chairman of the Board or appropriate personnel authorized by the chairman of the Board on behalf of the Board, or directly by appropriate personnel authorized by them.

The above resolutions have been approved by the Board and are hereby submitted to the EGM for consideration and approval by the Shareholders.

5. PROPOSED ADOPTION OF THE 2026 FIRST TRANCHE A SHARE EMPLOYEE SHARE OWNERSHIP PLAN

The Board also resolved on July 20, 2026 to propose the adoption of the 2026 First Tranche A Share Employee Share Ownership Plan, subject to approval by the Shareholders at the EGM. The full text of the 2026 First Tranche A Share Employee Share Ownership Plan (Draft) is set out in Appendix III to this circular. The 2026 First Tranche A Share Employee Share Ownership Plan was prepared in Chinese. In the event of any inconsistency between the English translation and the Chinese version of the 2026 First Tranche A Share Employee Share Ownership Plan, the Chinese version shall prevail.

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Summary of the Employee Share Ownership Plan

The principal terms of the 2026 First Tranche A Share Employee Share Ownership Plan are as follows:

5.1 Purpose and Basic Principles

The 2026 First Tranche A Share Employee Share Ownership Plan aims to improve the Company's remuneration incentive mechanism, fully mobilise the enthusiasm of employees, achieve alignment of interests among the Company, Shareholders and employees, establish and improve a long-term benefit-sharing mechanism between workers and owners, and enhance employee cohesion and the Company's competitiveness. This ESOP follows the principles of compliance with laws and regulations, voluntary participation and risk self-assumption, and there is no apportionment, mandatory allocation or other forms of forcing employees to participate in the ESOP.

5.2 Participants and Determination Criteria, Eligibility Verification and Allocation of Units

5.2.1 Participants and Determination Criteria

Pursuant to the relevant provisions of the Company Law, the Securities Law, the Guiding Opinions and other relevant laws, regulations and normative documents, as well as the Articles of Association, the participants of the ESOP must all be employees (including retired re-hired personnel) of the Company or its subsidiaries.

A person who falls under any of the following circumstances shall not be eligible to become a holder:

- (1) having been publicly censured or declared as an unsuitable candidate by a stock exchange within the last three years;
- (2) having been subject to administrative penalties by the CSRC for material violations of laws or regulations within the last three years;
- (3) having, within the last three years, caused serious damage to the Company's interests, reputation or image due to acts in violation of national laws or regulations, such as divulging state or the Company's secrets, embezzlement, theft, misappropriation, bribery (taking or offering), dereliction of duty or malfeasance, or acts in violation of public order and good morals, professional ethics and codes of conduct;
- (4) circumstances determined by the Board as disqualifying a person from being a holder of the ESOP; and
- (5) other circumstances provided under relevant laws, regulations or normative documents that disqualify a person from being a holder of the ESOP.

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5.2.2 Eligibility Verification

Participants participate in the ESOP on the principles of compliance with laws and regulations, voluntary participation and risk self-assumption. The specific list of participants shall be determined by the Board, and the Remuneration and Appraisal Committee shall verify the participants of the Plan. The Company shall engage lawyers to issue opinions on whether the participants, the sources of funds and Shares, the term and scale, the management model and other circumstances comply with relevant laws and regulations, the Articles of Association and the ESOP.

5.2.3 Allocation of Units

This ESOP intends to raise an aggregate fund amount not exceeding RMB700 million, with “units” as the subscription denomination, and each unit is RMB1. The actual number of units subscribed will be subject to the employees’ final payment results, and may be lower than the foregoing maximum if any participant fails to subscribe or fully subscribe for his/her entitlements.

The participants of this ESOP include the Company’s Directors, senior management, core management personnel and core business and technical personnel, including certain foreign employees (including those from Hong Kong, Macau and Taiwan), with a total number not exceeding 564 persons; among them, a total of 4 Directors and senior management of the Company will participate, namely, Ms. Liu Chunlan, Mr. Zhao Qixiang, Mr. Chen Yong and Mr. Zhu Guoqiang, with a total number of subscribed units of shares not exceeding 38 million, accounting for 5.43% of the total units of shares specified in the ESOP; the number of core management personnel and core technical and business personnel will not exceed 560, with a total number of subscribed units of shares not exceeding 662 million, accounting for 94.57% of the total units of shares specified in the ESOP.

No.	Name	Position/Relationship with the Company	Proposed subscription cap (in units)	Percentage of this ESOP
1	Liu Chunlan	Executive Director; spouse of Mr. Chen Tao	10,000,000	1.43%
2	Zhao Qixiang	Executive Director and president	10,000,000	1.43%
3	Chen Yong	Executive Director and vice president; brother of Mr. Chen Tao	8,000,000	1.14%
4	Zhu Guoqiang	Chief financial officer	10,000,000	1.43%
Subtotal for Directors and senior management of the Company (4 persons)			38,000,000	5.43%
Core management personnel and core technical (business) personnel (560 persons)			662,000,000	94.57%
Total			700,000,000	100.00%

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The number of holders, their names and respective subscription caps for the Directors and senior management of the Company have been fixed and shall not be subject to any change. If any Director or senior management does not fully subscribe for his/her cap, the shortfall shall not be reallocated to any other Director, senior management or other participant of the Company.

For the management personnel and core technical (business) personnel, while the number of holders and the aggregate subscription cap for this category have been fixed and shall not be subject to any change, the names and individual subscription caps of the participants within this category have not been fixed. The Management Committee may adjust the allocation among participants within this category, provided that the aggregate subscription amount for this category shall not exceed the fixed total cap.

Participation in this ESOP is voluntary. The purchase price of the Subject Shares will be determined at the prevailing secondary market price, without any discount, and therefore this ESOP does not constitute a “grant” of “incentive” by the Company. The ESOP shall complete the purchase of the Subject Shares within 6 months after the ESOP is considered and approved by the general meeting (the “**Purchase Period**”). If any participant fails to execute the ESOP Subscription Agreement and make the corresponding contribution within the Purchase Period, such participant shall be deemed to have waived their subscription rights. Upon the expiry of the Purchase Period, no participant may apply to the Company for subscription under this ESOP.

The final number of holders, their names and the units subscribed under this ESOP shall be determined based on the actual execution of the ESOP Subscription Agreement by the employees and their final payment results, and the total fund amount under this ESOP shall be reduced accordingly in respect of any units not subscribed.

After the implementation of this ESOP, the total number of the Company’s Shares held by all valid employee share ownership plans of the Company shall not exceed 10% of the total share capital of the Company, and the total number of Shares corresponding to the ESOP units held by any single employee shall not exceed 1% of the total share capital of the Company. The total number of Shares held under the ESOP does not include Shares obtained by employees prior to the Company’s initial public offering and listing, Shares purchased by employees themselves through the secondary market, and Shares obtained through equity incentives.

Participation of Connected Persons

This ESOP includes Ms. Liu Chunlan, Mr. Zhao Qixiang and Mr. Chen Yong. Ms. Liu Chunlan is an executive Director of the Company and is also the spouse of Mr. Chen Tao, the controlling shareholder and de facto controller of the Company; Mr. Zhao Qixiang is an executive Director and the President of the Company; and Mr. Chen Yong is an executive Director and a Vice President of the Company, and is also the brother of Mr. Chen Tao. Accordingly, they are all connected persons of the Company. Details of their proposed subscription caps are set out in the table above under section “5.2.3 Allocation of Units”.

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The reasons for the Company to include the above connected persons and the senior management in this ESOP are that they participate in the decision-making of various major matters of the Company and play an important role in the Company's operation, management and development strategies. Ms. Liu Chunlan, as an executive Director, participates in major decision-making of the Group and provides recommendations on the strategic development of the Group. Mr. Zhao Qixiang, as an executive Director and president, implements the strategic planning and oversees the business and daily operations of the Group. Mr. Chen Yong, as an executive Director and vice president, is responsible for the management of the sales department of the Group. Mr. Zhu Guoqiang, as the chief financial officer, oversees the overall financial management of the Group.

The inclusion of the above persons as participants is in line with the Company's actual circumstances, complies with the determination principles for participants under this ESOP, satisfies the provisions of the Company Law, the Securities Law, the Guiding Opinions and other relevant laws, regulations and normative documents, as well as the Articles of Association, and does not prejudice the legitimate rights and interests of the Company's minority shareholders.

5.3 Sources of Funds, Sources of Subject Shares, Purchase Price and Pricing Basis

The sources of funds for this ESOP include (i) the self-financed funds raised by employees through salaries and other lawful and compliant means, and (ii) the financing funds obtained through margin financing and securities lending and other methods permitted by laws and regulations. The Company does not provide financial assistance to employees or provide guarantees for their loans.

The Subject Shares under this ESOP will be sourced from the Company's A Shares acquired through purchases from the secondary market (including but not limited to negotiated transfer from shareholders, block trading, centralized bidding transactions, and margin financing and securities lending) and other methods permitted by laws and regulations.

This ESOP shall complete the purchase of the Subject Shares within 6 months after the ESOP is considered and approved by the general meeting, and shall announce monthly the specific details such as the timing, quantity, price and method of share purchases.

The purchase price of the Subject Shares under this ESOP through the secondary market will be determined based on the secondary market price. Based on the closing price of the Company's A Shares of RMB241.50 per Share on July 17, 2026, as estimated, the scale of Shares to be purchased by this ESOP from the secondary market shall not exceed 2,898,500 Shares, representing approximately 0.2949% of the Company's total share capital as at the announcement date of the draft of this ESOP (i.e., July 20, 2026). Accordingly, the maximum number of the Company's A Shares that can be purchased and held under this ESOP is 2,898,500 Shares, representing approximately 0.2949% of the Company's total share capital as at the announcement date of the draft of this ESOP.

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The final purchase price and quantity of Shares under this ESOP shall be subject to the actual trading results. The number of Subject Shares purchased under this ESOP, together with the total number of the Company's Shares held by all valid employee share ownership plans of the Company, shall not exceed 10% of the Company's total share capital in aggregate, and the total number of Shares corresponding to the ESOP units held by any single employee shall not exceed 1% of the Company's total share capital.

5.4 Duration and Lock-up Period

The duration of this ESOP is 60 months, commencing from the date on which the draft of this ESOP is considered and approved by the general meeting of the Company and the Company announces the registration/transfer of the last tranche of Subject Shares into the account of this ESOP, and may be extended upon expiry of the duration.

Prior to the expiry of the duration of this ESOP, if the Subject Shares held under this ESOP cannot be fully realised before the expiry of its term due to special circumstances such as a suspension of trading of the Company's Shares or a short trading window period, the duration of this ESOP may be extended upon the approval of the holders representing more than two-thirds of the units held by the holders present at the holders' meeting and the consideration and approval by the Board. The final extension period shall be determined based on the prevailing market price of the Subject Shares and the holding intentions of the holders at the relevant time.

The lock-up period for the Subject Shares purchased under this ESOP is 12 months, commencing from the date on which the Company announces the registration/transfer of the last tranche of Subject Shares into the account of this ESOP.

After the lock-up period expires, the Management Committee and the Management Agency will decide whether to sell the Shares based on the arrangements of the ESOP and market conditions.

During the lock-up period, if the Company conducts capitalisation of capital reserves or bonus share issue, the newly acquired Shares derived from the original Shares held under the ESOP shall comply with the same lock-up arrangements as the corresponding original Shares, that is, the lock-up period for the newly acquired Shares commences from the same date as the original Shares (i.e., the date on which the Company announces the transfer of the last batch of Subject Shares under the ESOP), and concludes on the same date as the corresponding original Shares.

The ESOP will strictly comply with the market trading rules and the provisions of the CSRC, the Shenzhen Stock Exchange and the Hong Kong Stock Exchange on the prohibition of trading Shares during information-sensitive periods:

- (1) within 15 days prior to the announcement of the Company's annual report and semi-annual report; if the announcement date of the periodic report is postponed for special reasons, the period shall commence from 15 days prior to the originally scheduled announcement date;

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- (2) within 5 days before the announcement of the Company's quarterly reports, performance forecasts and performance bulletins;
- (3) on and within 60 days before the date of publication of the Company's annual results, or from the date of the end of the relevant financial year to the date of publication of the results, whichever is shorter;
- (4) on and within 30 days before the date of publication of the Company's quarterly results and half-yearly results, or from the end of the relevant quarterly or half-yearly period to the date of publication of the results, whichever is shorter;
- (5) from the date of occurrence of a major event that may have a material impact on the trading price of the Company's Shares and their derivatives, or during the decision-making process, until the statutory disclosure date;
- (6) other periods stipulated by the CSRC and the Shenzhen Stock Exchange;
- (7) other circumstances where the trading of the Company's Shares is prohibited as stipulated in laws and regulations.

Should there be any changes to relevant laws, administrative regulations, departmental rules or normative documents in the future, the amended relevant provisions shall automatically apply to the trading restrictions under this ESOP.

5.5 *Change, Termination and Disposal of Rights and Interests*

5.5.1 *Change of the ESOP*

Any change to this ESOP shall be subject to the approval of the holders representing more than two-thirds of the units held by the holders present at the holders' meeting and submitted to the Board for consideration and approval before implementation.

5.5.2 *Termination of the ESOP*

This ESOP shall be terminated under the following circumstances:

- (1) if the duration of this ESOP expires and is not extended, it shall terminate automatically;
- (2) if the lock-up period of the Subject Shares under this ESOP expires and all assets of this ESOP are in cash, this ESOP may be terminated early with the consent of the Management Committee;

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- (3) if this ESOP fails to purchase any Subject Shares within 6 months after approval by the general meeting, this ESOP shall automatically terminate early; and
- (4) apart from the foregoing circumstances, if this ESOP needs to be terminated early, it shall be subject to the approval of the holders representing more than two-thirds of the units held by the holders present at the holders' meeting and submitted to the Board for consideration and approval.

5.5.3 Disposal of Holders' Interests under the ESOP

During the duration, the rights and interests held by the holders may not be withdrawn or used for mortgage, pledge, guarantee or repayment of debts; nor may they be transferred without the consent of the Management Committee, and any unauthorized transfer shall be invalid.

If any of the following circumstances occurs, the Management Committee has the right to cancel the holder's eligibility to participate and compulsorily transfer all of its rights and interests at the subscription cost to other qualified transferees designated by the Management Committee, or have other holders share the proceeds on a pro-rata basis:

- (1) the holder resigns or leaves without authorization;
- (2) the holder refuses to renew the labor contract with the Company;
- (3) the Company does not renew the labor contract with the holder;
- (4) the holder's labor contract is terminated due to violation of laws or the Company's rules and regulations; or
- (5) the holder is at material fault which results in its failure to meet the participation conditions.

If the holder changes position but still meets the participation conditions, retires, loses the ability to work or dies, the rights and interests held by it shall not be changed (in the case of death, they shall be inherited by its lawful heirs and continue to be enjoyed). The Management Committee also has the right to determine other circumstances where no change is to be made.

Upon the expiry or early termination of the duration of the ESOP, the Management Committee shall complete the liquidation and distribute the proceeds according to the units held by the holders. If the ESOP still holds Subject Shares after the expiry of the duration, the Management Committee shall determine the disposal method.

5.6 Management Model

This ESOP may be managed by the Company itself or entrusted to qualified professional asset management institutions for management. The holders' meeting is the highest internal governing body of the ESOP, and shall elect a management committee consisting of three members, which is responsible for day-to-day supervision and management. Directors and senior management of the Company shall not serve as members of the Management Committee, and shall voluntarily waive their rights to propose motions and to vote at the holders' meeting.

Hong Kong Listing Rules Implications

The 2026 First Tranche A Share Employee Share Ownership Plan constitutes a share scheme under Chapter 17 of the Hong Kong Listing Rules and is subject to the applicable disclosure requirements under Rule 17.12 of the Hong Kong Listing Rules. However, as the ESOP only involves the purchase of A Shares through the secondary market and does not involve the issuance of new Shares, the sale of treasury shares or the grant of options over new Shares, it does not constitute a share scheme involving the issuance of new Shares under Chapter 17 of the Hong Kong Listing Rules. Under PRC laws and regulations, the ESOP is still subject to Shareholders' approval at the general meeting.

As the holders of the 2026 First Tranche A Share Employee Share Ownership Plan include connected persons of the Company, the participation of the above persons in this ESOP constitutes connected transactions under Chapter 14A of the Hong Kong Listing Rules, and the relevant applicable percentage ratios (as defined under the Hong Kong Listing Rules) calculated on an individual basis are less than 0.1%, and therefore such connected transactions are fully exempt from Shareholders' approval, annual review and all disclosure requirements. Save for the above fully exempt connected transactions, the participation of other holders in this ESOP does not constitute connected transactions under Chapter 14A of the Hong Kong Listing Rules. If any units of this ESOP are reallocated to any connected person and such reallocation constitutes a connected transaction under Chapter 14A of the Hong Kong Listing Rules, the Company will comply with the relevant requirements of Chapter 14A of the Hong Kong Listing Rules. The Company shall ensure that in any event, the participation of any connected person in this ESOP shall not exceed the 0.1% threshold under Rule 14A.76 of the Hong Kong Listing Rules. However, should such threshold be exceeded inadvertently, the Company will comply with all applicable reporting, announcement and, if applicable, independent shareholders' approval requirements under Chapter 14A of the Hong Kong Listing Rules.

Reasons for and Benefits of Adopting the ESOP

The Directors consider that this ESOP can improve the Company's remuneration incentive mechanism, fully mobilise the enthusiasm of employees, establish and improve a long-term benefit-sharing mechanism between workers and owners, and align the interests of employees with the long-term interests of the Company and its Shareholders.

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Through this ESOP, the Company is able to improve its corporate governance structure, bring together a group of business partners with shared values, ensure that such partners are deeply bound to the Company's long-term value, strengthen long-term incentives and constraints, further stimulate the sense of mission and responsibility of the core management, and unleash their intrinsic drive and creativity, thereby attracting, incentivising and retaining core personnel who play an important role in the Company's overall performance and the realisation of its long-term strategies, promoting all parties to jointly focus on the Company's long-term development, and creating greater value for Shareholders. The Directors are of the view that the terms of this ESOP are fair and reasonable, on normal commercial terms, and in the interests of the Company and its Shareholders as a whole.

In respect of the Board resolution approving the ESOP, Mr. Chen Tao, Ms. Liu Chunlan, Mr. Zhao Qixiang and Mr. Chen Yong abstained from voting due to their participation in the Plan as participants or their connected relationship with the participants. Save as disclosed above, no other Director had or was deemed to have a material interest in the Plan, and no other Director abstained from voting on the relevant resolutions.

6. PROPOSED ADOPTION OF THE MANAGEMENT MEASURES OF THE 2026 FIRST TRANCHE A SHARE EMPLOYEE SHARE OWNERSHIP PLAN

In order to regulate the implementation of the ESOP, the Company has formulated the Management Measures of the 2026 First Tranche A Share Employee Share Ownership Plan in accordance with the Company Law, the Securities Law, the Guiding Opinions, Guidelines No. 2 and other relevant laws, administrative regulations, departmental rules and normative documents, as well as the provisions of the Articles of Association and the 2026 First Tranche A Share Employee Share Ownership Plan.

The full text of the Management Measures of the 2026 First Tranche A Share Employee Share Ownership Plan is set out in Appendix IV to this circular.

7. PROPOSED AUTHORIZATION OF THE BOARD TO HANDLE MATTERS RELATING TO THE 2026 FIRST TRANCHE A SHARE EMPLOYEE SHARE OWNERSHIP PLAN

In order to ensure the smooth implementation of the 2026 First Tranche A Share Employee Share Ownership Plan, it is hereby proposed that the EGM authorize the Board to handle the following matters relating to the 2026 First Tranche A Share Employee Share Ownership Plan:

- (1) to handle the amendment and termination of this ESOP, including but not limited to the cancellation, in accordance with the terms of this ESOP, of Holders' eligibility, the addition of Holders, changes in the units held by Holders, the handling of inheritance matters relating to deceased Holders and the early termination of this ESOP, and to authorize the Board to negotiate, sign or amend relevant agreements with the Holders.
- (2) to handle matters relating to the establishment, financing and amendment of this ESOP, including but not limited to changing the sources of funds and Shares according to the Company's actual circumstances.

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- (3) to decide on the extension of the duration of this ESOP.
- (4) to handle matters relating to the lock-up, release and disposal of the Shares purchased under this ESOP.
- (5) to select and appoint the Management Institution for the ESOP or decide on any change to the Management Agency, and to negotiate, sign or amend the relevant agreements with the Management Agency.
- (6) after the 2026 First Tranche A Share Employee Share Ownership Plan has been considered and approved by the general meeting, to authorize the Board, during the implementation year and subject to compliance with laws and regulations, to adjust, having regard to the various factors of this ESOP, the manner of handling changes and termination in respect of the Holders and other matters.
- (7) to interpret the 2026 First Tranche A Share Employee Share Ownership Plan (Draft).
- (8) in the event of changes in relevant laws, regulations or policies, to authorize the Board to make corresponding adjustments to this ESOP during the implementation year in accordance with the newly promulgated laws, regulations or policies.
- (9) to handle other necessary matters in connection with this ESOP, except for those rights which are expressly required by relevant documents to be exercised by the general meeting.

The above authorization shall be valid from the date on which this ESOP is considered and approved by the general meeting of the Company until the date on which the implementation of this ESOP is completed. In respect of the above authorized matters, except for those matters which are expressly required by applicable laws, administrative regulations, rules and normative documents of the CSRC, this ESOP or the Articles of Association to be resolved by the Board, the remaining matters may be exercised by the chairman of the Board or appropriate personnel authorized by the chairman of the Board on behalf of the Board, or directly by appropriate personnel authorized by them.

The above resolutions have been approved by the Board and are hereby submitted to the EGM for consideration and approval by the Shareholders.

8. EGM ARRANGEMENTS

The notice convening the EGM of the Company is set out on pages EGM-1 to EGM-2 of this circular. The EGM will be held at Conference Room, R&D Building 1, Victory Giant Technology, Hangcheng Technology Park, Xinqiao Village, Danshui Town, Huiyang District, Huizhou City, Guangdong Province, the PRC at 2:30 p.m. on Friday, September 18, 2026.

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The form of proxy for use at the EGM has been published on the website of the Hong Kong Stock Exchange (www.hkexnews.hk) and the website of the Company (www.shpcb.com), and has been despatched to the H Shareholders in accordance with their chosen means of receiving corporate communications. Shareholders who wish to appoint a proxy to attend the EGM are requested to complete and return the form of proxy in accordance with the instructions printed thereon to the Company's H Share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong (for H Shareholders only), not less than 24 hours before the time fixed for holding the EGM (i.e., before 2:30 p.m. on Thursday, September 17, 2026). Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the EGM or any adjournment thereof should they so wish, and in such event, the instrument appointing a proxy will be deemed to have been revoked.

Closure of Register of Members

For the purpose of determining the entitlements to attend and vote at the EGM, the register of members of the Company will be closed from Tuesday, September 15, 2026 to Friday, September 18, 2026 (both days inclusive), during which period no transfer of Shares will be registered. The record date for determining the entitlements of H Shareholders to attend and vote at the EGM will be Friday, September 18, 2026. In order to be eligible to attend and vote at the EGM, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's H Share registrar, Computershare Hong Kong Investor Services Limited, at Shop 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for registration not later than 4:30 p.m. on Monday, September 14, 2026.

9. VOTING BY WAY OF POLL

Pursuant to Rule 13.39(4) of the Hong Kong Listing Rules, any vote of Shareholders at the EGM must be taken by way of a poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by way of a show of hands. An announcement on the poll results will be published on the websites of the Company and the Hong Kong Stock Exchange after the EGM in the manner prescribed by Rule 13.39(5) of the Hong Kong Listing Rules.

The participants of the 2026 First Tranche A Share Employee Share Ownership Plan include the Directors of the Company, namely Ms. Liu Chunlan, Mr. Zhao Qixiang and Mr. Chen Yong, and Mr. Zhu Guoqiang, the chief financial officer. Among them, Ms. Liu Chunlan is the spouse of Mr. Chen Tao, the de facto controller and an executive Director of the Company, and Mr. Chen Yong is the brother of Mr. Chen Tao. Accordingly, the aforementioned four Directors are related Directors. In addition, Mr. Chen Tao, Ms. Liu Chunlan, Mr. Zhao Qixiang, Mr. Chen Yong and Mr. Zhu Guoqiang directly and/or indirectly hold an aggregate of 275,280,382 A Shares, representing approximately 28.02% of the total issued Shares of the Company (excluding 217,443 treasury A Shares) as at the Latest Practicable Date, and are required to abstain from voting on the resolutions numbered 4, 5 and 6 as set out in the notice of the EGM.

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Save as disclosed above, to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder has a material interest in any of the resolutions to be proposed at the EGM and is required to abstain from voting at the EGM. No Director has a material interest in any of the resolutions to be proposed at the EGM.

10. RECOMMENDATION

The Board considers that all the resolutions set out in the notice of the EGM for Shareholders' consideration and approval are in the interests of the Company and its Shareholders as a whole. Accordingly, the Board recommends that Shareholders vote in favour of all the resolutions to be proposed at the EGM.

11. DOCUMENTS FOR INSPECTION

The full texts of the 2026 Restricted A Share Incentive Scheme and the 2026 First Tranche A Share Employee Share Ownership Plan are set out in the appendices to this circular and are available for Shareholders' inspection at any time. Accordingly, the Company will not separately publish the said documents on the websites of the Stock Exchange and the Company for display.

12. RESPONSIBILITY STATEMENT

This circular contains information given in compliance with the Hong Kong Listing Rules for the purpose of providing information about the Company. The Directors jointly and severally accept full responsibility for this circular. Having made all reasonable enquiries, the Directors confirm that, to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and is not misleading or fraudulent, and that there is no omission of any other matter which would make this circular or any statement contained herein misleading.

Yours faithfully,

By order of the Board

Victory Giant Technology (HuiZhou) Co., Ltd.

Mr. Chen Tao

Chairman of the Board and Executive Director

Stock Code: 300476

Stock Abbreviation: Victory Giant Technology

Victory Giant Technology (HuiZhou) Co., Ltd.
勝宏科技（惠州）股份有限公司

THE 2026 RESTRICTED A SHARE INCENTIVE SCHEME
(DRAFT)

Victory Giant Technology (HuiZhou) Co., Ltd.
July 2026

STATEMENT

The Company and all of its Directors warrant that this Incentive Scheme does not contain any false representations, misleading statements or material omissions, and individually and jointly accept legal responsibility for the authenticity, accuracy and completeness of its contents.

All Participants of the Company undertake that if the Company fails to satisfy the conditions for the grant or Vesting of Restricted Shares under this Incentive Scheme due to the presence of any false representations, misleading statements or material omissions in the information disclosure documents, the Participants shall, from the date on which such information disclosure documents are confirmed to contain false representations, misleading statements or material omissions, return to the Company all benefits obtained under this Incentive Scheme.

SPECIAL REMINDERS

- I. The 2026 Restricted A Share Incentive Scheme (Draft) of Victory Giant Technology (HuiZhou) Co., Ltd. (hereinafter referred to as “**this Incentive Scheme**”) is formulated by Victory Giant Technology (HuiZhou) Co., Ltd. (hereinafter referred to as “**Victory Giant Technology**” or the “**Company**”) in accordance with the Company Law of the People’s Republic of China, the Securities Law of the People’s Republic of China, the Administrative Measures on Share Incentives of Listed Companies, the Rules Governing the Listing of Stocks on the ChiNext Market of the Shenzhen Stock Exchange, the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Self-Regulatory Guidelines for ChiNext Listed Companies of the Shenzhen Stock Exchange No. 1 – Business Handling, and other relevant laws, regulations and normative documents, as well as the Articles of Association of the Company.
- II. The incentive instrument adopted under this Incentive Scheme is Restricted Shares (Class II Restricted Shares). The source of shares shall be the Company’s A-share ordinary shares repurchased from the secondary market and/or issued to the Participants by way of a private placement.
- III. The total number of Restricted Shares proposed to be granted to the Participants under this Incentive Scheme shall not exceed 4,862,400 shares, representing approximately 0.4948% of the Company’s total share capital of 982,784,813 shares as at the date of announcement of this draft Incentive Scheme, of which, 4,662,400 shares are proposed to be granted at the initial grant, representing approximately 0.4744% of the Company’s total share capital as at the date of announcement of this draft Incentive Scheme and 95.89% of the total proposed grant; and 200,000 shares are reserved for future grant, representing approximately 0.0204% of the Company’s total share capital as at the date of announcement of this draft Incentive Scheme and approximately 4.11% of the total proposed grant.

The aggregate number of shares which may be issued in respect of all options and awards to be granted under the Scheme and any other schemes of the Company shall not exceed 10% of the relevant class of shares of the Company in issue (excluding treasury shares) as at the date on which this Incentive Scheme is approved by the Shareholders. The aggregate number of the Company’s shares to be received by any single Participant under all Equity Incentive Schemes of the Company currently in effect shall not exceed 1% of the Company’s total share capital.

In the event that the Company undertakes any capitalisation of capital reserves, bonus share issue, share subdivision or consolidation, rights issue or other similar events during the period from the date of announcement of this draft Incentive Scheme to the date on which the Participants complete the registration of Vesting of the Restricted Shares, the number of Restricted Shares to be granted/ vested shall be adjusted accordingly in accordance with the relevant provisions of this Incentive Scheme.

- IV. The Grant Price of the Restricted Shares (including reserved shares) under this Incentive Scheme is RMB155.94 per share.

In the event that the Company undertakes any capitalisation of capital reserves, bonus share issue, share subdivision or consolidation, rights issue, cash dividend or other similar events during the period from the date of announcement of this Incentive Scheme to the date on which the Participants complete the registration of Vesting of the Restricted Shares, the Grant Price of the Restricted Shares shall be adjusted accordingly in accordance with the relevant provisions of this Incentive Scheme.

- V. The total number of Participants under the initial grant of this Incentive Scheme is 1,545 persons, including mid-level management personnel and core technical (business) personnel of the Company (including its subsidiaries, the same below) as at the date of announcement of this Incentive Scheme, excluding Directors and senior management of the Company, and excluding Shareholders holding 5% or more of the Company's shares individually or in aggregate, or the de facto controller and their spouses, parents and children. The Participants for the reserved shares shall be determined and the share grant shall be completed within 12 months after the approval of this Incentive Scheme by the Shareholders' meeting. The criteria for determining the Participants for the reserved shares shall be on the same basis as those for the initial grant.

- VI. The term of this Incentive Scheme shall commence from the date of the initial grant of the Restricted Shares and end on the date on which all Restricted Shares granted to the Participants are either fully vested or forfeited and lapse, with a maximum term not exceeding 48 months. The Restricted Shares granted to the Participants shall vest in installments at the prescribed ratios, with each Vesting being conditional upon the satisfaction of the corresponding Vesting Conditions.

- VII. The Company does not have any of the following circumstances that would preclude the implementation of an Equity Incentive Scheme as set out in Article 7 of the Administrative Measures on Share Incentives of Listed Companies:

- (I) the financial statements for last financial year have been issued with an adverse audit opinion or a disclaimer of opinion by the certified public accountant;
- (II) the internal control over financial reporting for last financial year has been issued with an adverse audit opinion or a disclaimer of opinion by the certified public accountant;
- (III) during the 36 months immediately following its listing, the Company has failed to distribute profits in accordance with laws, regulations, the Articles of Association or its public commitments;
- (IV) it is prohibited by laws and regulations from implementing an Equity Incentive Scheme;
- (V) other circumstances as determined by the CSRC.

- VIII. The Participants under this Incentive Scheme satisfy the requirements set out in Article 8 of the Administrative Measures on Share Incentives of Listed Companies and Rule 8.4.2 of the Rules Governing the Listing of Stocks on the ChiNext Market of the Shenzhen Stock Exchange, and do not have any of the following circumstances that would disqualify them from being Participants:
- (I) having been identified as an unsuitable candidate by the stock exchange within the latest 12 months;
 - (II) having been identified as an unsuitable candidate by the CSRC or its local offices within the latest 12 months;
 - (III) having been subject to administrative penalties or market entry bans imposed by the CSRC or its local offices for material violations of laws or regulations within the latest 12 months;
 - (IV) being subject to any circumstance set out in the Company Law that precludes a person from acting as a Director or senior management of the Company;
 - (V) being prohibited by laws or regulations from participating in an Equity Incentive Scheme of a listed company;
 - (VI) other circumstances as determined by the CSRC.
- IX. The Company undertakes that it shall not provide any loans, guarantee for any loans, or any other form of financial assistance to the Participants in connection with their acquisition of Restricted Shares under this Incentive Scheme, so as not to prejudice the interests of the Company.
- X. This Incentive Scheme shall not be implemented until it has been approved by the Shareholders' meeting of the Company.
- XI. Within 60 days from the date of approval of this Incentive Scheme by the Shareholders' meeting, the Company shall convene a meeting of the Board to carry out the relevant procedures, including the grant of Restricted Shares to the Participants and the making of the corresponding announcements, in accordance with the applicable rules. If the Company fails to complete the foregoing procedures within such 60-day period, the implementation of this Incentive Scheme shall be terminated and the ungranted Restricted Shares shall lapse. The reserved shares shall be granted within 12 months after the approval of this Incentive Scheme by the Shareholders' meeting of the Company.
- XII. The implementation of this Incentive Scheme shall not result in the shareholding distribution failing to satisfy the listing requirements.

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Chapter I Definitions

Unless the context otherwise requires, the following terms shall have the meanings set forth below in this document:

“Victory Giant Technology, our Company, the Company, the Listed Company”	Victory Giant Technology (HuiZhou) Co., Ltd.
“Incentive Scheme, this Scheme, Equity Incentive Scheme”	the 2026 Restricted A Share Incentive Scheme of Victory Giant Technology (HuiZhou) Co., Ltd.
“Restricted Shares, Class II Restricted Shares”	the Company’s shares that are eligible to be acquired and registered in installments by the Participants who satisfy the grant conditions under this Incentive Scheme, upon the satisfaction of the corresponding Vesting Conditions
“Participants”	the mid-level management personnel and core technical (business) personnel of the Company who receive Restricted Shares in accordance with the provisions of this Incentive Scheme
“Grant Date”	the date on which the Company grants Restricted Shares to the Participants, which must be a trading day
“Grant Price”	the price at which the Company grants each restricted share to the Participants
“Validity Period”	the period commencing from the date of the initial grant of the Restricted Shares and ending on the date on which all Restricted Shares granted to the Participants are either fully vested or forfeited and lapse
“Vesting”	the act by which the Listed Company registers the Restricted Shares into the accounts of the Participants after the Participants have satisfied the conditions for benefiting under the Incentive Scheme
“Vesting Conditions”	the conditions for benefiting established under the Restricted Share Incentive Scheme that must be satisfied by the Participants in order to obtain the Restricted Shares
“Vesting Date”	the date on which the registration of the Restricted Shares is completed after the Participants have satisfied the conditions for benefiting under the Incentive Scheme, which must be a trading day

“Company Law”	the Company Law of the People’s Republic of China
“Securities Law”	the Securities Law of the People’s Republic of China
“Administrative Measures”	the Administrative Measures on Share Incentives of Listed Companies
“ChiNext Listing Rules”	the Rules Governing the Listing of Stocks on the ChiNext Market of the Shenzhen Stock Exchange
“Hong Kong Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Listing Rules”	the ChiNext Listing Rules and the Hong Kong Listing Rules
“Guidelines No. 1”	the Self-Regulatory Guidelines for ChiNext Listed Companies of the Shenzhen Stock Exchange No. 1 – Business Handling
“Articles of Association”	the Articles of Association of Victory Giant Technology (HuiZhou) Co., Ltd.
“CSRC”	the China Securities Regulatory Commission
“Shenzhen Stock Exchange”	Shenzhen Stock Exchange
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“RMB, RMB0’000”	Renminbi Yuan, Renminbi Ten Thousand Yuan

Notes:

1. The financial data and financial indicators referred to in this Incentive Scheme, unless the context otherwise requires, refer to the financial data on a consolidated basis and the financial indicators calculated based on such financial data.
2. Any discrepancies between the aggregate amounts and the sum of the individual figures in this Incentive Scheme are due to rounding.

Chapter II Purposes and Principles of this Incentive Scheme

This Incentive Scheme is formulated in order to further establish and improve the Company's long-term incentive mechanism, attract and retain outstanding talent, enhance the sense of responsibility and mission of the Company's employees towards the Company's sustained and rapid development, fully mobilize their enthusiasm, and effectively align the interests of Shareholders, the Company and employees, so that all parties focus on the long-term development of the Company, and on the premise of fully safeguarding Shareholders' interests, in accordance with the principles of reciprocity between returns and contributions, and in compliance with the Company Law, the Securities Law, the Administrative Measures, the Listing Rules, the Guidelines No. 1 and other relevant laws, regulations and normative documents as well as the Articles of Association, and in light of the Company's existing management systems such as the compensation and performance appraisal system.

Chapter III Administrative Bodies of this Incentive Scheme

- I. The Shareholders' meeting, as the highest authority of the Company, is responsible for considering and approving the implementation, amendment and termination of this Incentive Scheme. The Shareholders' meeting may, within the scope of its authority, authorize the Board to handle certain matters relating to this Incentive Scheme.
- II. The Board is the executive administrative body of this Incentive Scheme and is responsible for its implementation. The Board has established a remuneration and appraisal committee under it, which is responsible for formulating and amending this Incentive Scheme and submitting it to the Board for consideration. After the Board has considered and approved this Incentive Scheme, it shall be submitted to the Shareholders' meeting for consideration. The Board may, within the scope of authorization by the Shareholders' meeting, handle other relevant matters relating to this Incentive Scheme.
- III. The remuneration and appraisal committee of the Board is the supervisory body of this Incentive Scheme, and shall express its views on whether this Incentive Scheme is conducive to the sustainable development of the Company and whether there is any circumstance that would materially prejudice the interests of the Company and all Shareholders. The remuneration and appraisal committee of the Board shall supervise whether the implementation of this Incentive Scheme complies with the relevant laws, regulations, normative documents and the business rules of the stock exchanges, and shall be responsible for reviewing the list of Participants.
- IV. In the event that the Company amends the Equity Incentive Scheme prior to its approval by the Shareholders' meeting, the remuneration and appraisal committee of the Board shall express its views on whether the amended scheme is conducive to the sustainable development of the Company and whether there is any circumstance that would materially prejudice the interests of the Company and all Shareholders.

Prior to the Company granting Restricted Shares to the Participants, the remuneration and appraisal committee of the Board shall express a clear opinion on whether the conditions for the grant of Restricted Shares to the Participants as set out in this Incentive Scheme have been satisfied. If there is any discrepancy between the actual grant of Restricted Shares by the Company to the Participants and the arrangements under this Incentive Scheme, the remuneration and appraisal committee of the Board shall simultaneously express a clear opinion thereon.

Prior to the Vesting of the Restricted Shares granted to the Participants, the remuneration and appraisal committee of the Board shall express a clear opinion on whether the Vesting Conditions for the Participants as set out in this Incentive Scheme have been satisfied.

Chapter IV Basis and Scope for Determination of Participants

I. BASIS FOR DETERMINATION OF PARTICIPANTS

(I) Legal basis for determination of Participants

The Participants of this Incentive Scheme are determined in accordance with the relevant provisions of the Company Law, the Securities Law, the Administrative Measures, the Listing Rules, the Guidelines No. 1 and other relevant laws, regulations and normative documents, as well as the Articles of Association, taking into account the actual circumstances of the Company.

(II) Position-based basis for determination of Participants

The Participants of this Incentive Scheme include the mid-level management personnel and core technical (business) personnel of the Company (including its subsidiaries, the same below) as at the date of announcement of this Incentive Scheme. A list of eligible persons falling within the scope of Participants under this Incentive Scheme shall be proposed and verified by the remuneration and appraisal committee of the Board.

II. SCOPE OF PARTICIPANTS

The number of Participants under the initial grant of this Incentive Scheme is 1,545 persons, including:

1. mid-level management personnel of the Company;
2. core technical (business) personnel of the Company.

The Participants for the reserved Restricted Shares shall be determined by reference to the criteria applicable to the initial grant. The Participants for the reserved portion shall be identified and the share grant shall be completed within 12 months after the approval of this Incentive Scheme by the Shareholders' meeting. If the Participants for the reserved portion are not identified within such 12-month period, the reserved Restricted Shares shall lapse.

The Participants under this Incentive Scheme do not include Directors or senior management of the Company, nor do they include Shareholders holding 5% or more of the Company's shares individually or in aggregate, or the de facto controller and their spouses, parents and children. All Participants must have an employment or service relationship with the Company or its subsidiaries during the term of this Incentive Scheme.

The Participants under this Incentive Scheme include 131 foreign employees (including those from Hong Kong, Macau and Taiwan, the same below). The reasons for including them in this Incentive Scheme are as follows: the foreign and Hong Kong, Macau and Taiwan Participants are core backbone employees of the Company, who possess extensive work experience and capabilities in key positions relating to the Company's operations, management and business development, and play a significant role in enhancing the market competitiveness and international influence of the Company's products as well as expanding its overseas markets.

III. VERIFICATION OF PARTICIPANTS

1. After this Incentive Scheme is considered and approved by the Board, the Company shall, prior to convening the Shareholders' meeting, publicly display the names and positions of the Participants within the Company through the Company's website or other means, with a public display period of no less than 10 days.
2. The remuneration and appraisal committee of the Board shall review the list of Participants, fully consider the opinions raised during the public display period, and disclose a statement on the review and public display of the list of Participants 5 days prior to the Shareholders' meeting of the Company considering this Incentive Scheme. The list of Participants as adjusted by the Board shall also be verified by the remuneration and appraisal committee of the Board.

Chapter V Source, Number and Allocation of Restricted Shares

I. SOURCE OF SHARES UNDER THIS INCENTIVE SCHEME

The incentive instrument adopted under this Incentive Scheme is Class II Restricted Shares, and the source of the underlying shares involved shall be the Company's A-share ordinary shares repurchased from the secondary market and/or issued to the Participants by way of private placement.

II. NUMBER OF RESTRICTED SHARES TO BE GRANTED

The total number of Restricted Shares proposed to be granted to the Participants under this Incentive Scheme shall not exceed 4,862,400 shares, representing approximately 0.4948% of the Company's total share capital of 982,784,813 shares as at the date of announcement of this draft Incentive Scheme, of which, 4,662,400 shares are proposed to be granted at the initial grant, representing approximately 0.4744% of the Company's total share capital as at the date of announcement of this draft Incentive Scheme and 95.89% of the total proposed grant; and 200,000 shares are reserved for future grant, representing approximately 0.0204% of the Company's total share capital as at the date of announcement of this draft Incentive Scheme and 4.11% of the total proposed grant.

The aggregate number of underlying shares involved in all Equity Incentive Schemes of the Company currently in effect shall not exceed 10% of the Company's total share capital. The aggregate number of the Company's shares to be received by any single Participant under all Equity Incentive Schemes of the Company currently in effect shall not exceed 1% of the Company's total share capital.

III. ALLOCATION OF RESTRICTED SHARES GRANTED TO PARTICIPANTS

The allocation of the Restricted Shares to be granted under this Incentive Scheme among the Participants is set out in the table below:

Name	Position	Number of Restricted Shares Granted (0'000 shares)	Percentage of Total Restricted Shares Proposed to be Granted	Percentage of Total Share Capital of the Company
Foreign mid-level management personnel and core technical (business) personnel (131 persons)		55.96	11.51%	0.0569%
Other mid-level management personnel and core technical (business) personnel (1,414 persons)		410.28	84.38%	0.4175%
Initial Grant in aggregate (1,545 persons)		466.24	95.89%	0.4744%
Reserved Portion		20.00	4.11%	0.0204%
Total		486.24	100.00%	0.4948%

**Chapter VI Validity Period, Grant Date, Vesting Schedule and
Lock-up Period of this Incentive Scheme**

I. VALIDITY PERIOD OF THIS INCENTIVE SCHEME

The Validity Period of this Incentive Scheme shall commence from the date of the initial grant of the Restricted Shares and end on the date on which all Restricted Shares granted to the Participants are either fully vested or forfeited and lapse, with a maximum term not exceeding 48 months.

II. GRANT DATE OF THIS INCENTIVE SCHEME

The Grant Date shall be determined by the Board after this Incentive Scheme is approved by the Shareholders' meeting of the Company. The Grant Date must be a trading day and shall not fall within any information-sensitive period as prescribed by the CSRC, the Shenzhen Stock Exchange or the Hong Kong Stock Exchange.

The Company shall, within 60 days after the approval by the Shareholders' meeting, convene a meeting of the Board in accordance with applicable rules to grant Restricted Shares to the Participants and complete the relevant procedures including the making of announcements. If the Company fails to complete the foregoing procedures within such 60-day period, it shall timely disclose the reasons for such failure and announce the termination of the implementation of this Incentive Scheme, and the ungranted Restricted Shares shall lapse. The grantees of the reserved shares shall be identified and the share grant shall be completed within 12 months after the approval of this Incentive Scheme by the Shareholders' meeting. If the Participants for the reserved portion are not identified within such 12-month period, the reserved shares shall lapse.

III. VESTING SCHEDULE OF THIS INCENTIVE SCHEME

The Restricted Shares granted under this Incentive Scheme shall vest in installments at the prescribed ratios after the Participants have satisfied the corresponding Vesting Conditions. The Vesting Date must be a trading day and shall not fall within any of the following periods:

1. within 15 days prior to the announcement of the Company's annual report or semi-annual report; if the announcement date of the periodic report is postponed for special reasons, the period shall commence from 15 days prior to the originally scheduled announcement date;
2. within 5 days prior to the announcement of the Company's quarterly report, performance forecasts or performance bulletins;
3. on or within 60 days before the date on which the Company publishes its annual results, or from the end of the relevant financial year to the date of publication of such results (whichever is shorter);

4. on or within 30 days before the date on which the Company publishes its quarterly or semi-annual results, or from the end of the relevant quarterly or semi-annual period to the date of publication of such results (whichever is shorter);
5. from the occurrence of any material event that may have a significant impact on the trading price of the Company's shares and their derivatives, or during the decision-making process, until the date of disclosure in accordance with the law;
6. other periods as prescribed by the CSRC, the Shenzhen Stock Exchange and the Hong Kong Stock Exchange;
7. other circumstances in which trading of the Company's shares is prohibited by laws and regulations.

The "material events" referred to above shall refer to transactions or other material matters that the Company is required to disclose in accordance with the Listing Rules. If other laws, regulations and departmental rules have different provisions on the periods during which grants are prohibited, such provisions shall prevail.

The Vesting schedule for each tranche of the Restricted Shares granted at the initial grant under this Incentive Scheme is set out in the table below:

Vesting Schedule	Vesting Period	Vesting Ratio
First Vesting Tranche	From the first trading day following the 12-month anniversary of the initial Grant Date to the last trading day within the 24-month period following the initial Grant Date	30%
Second Vesting Tranche	From the first trading day following the 24-month anniversary of the initial Grant Date to the last trading day within the 36-month period following the initial Grant Date	30%
Third Vesting Tranche	From the first trading day following the 36-month anniversary of the initial Grant Date to the last trading day within the 48-month period following the initial Grant Date	40%

The Participants for the reserved Restricted Shares under this Incentive Scheme shall be identified and the share grant shall be completed within 12 months after the approval of this Incentive Scheme by the Shareholders' meeting. The Vesting schedule for the reserved Restricted Shares is set out in the table below:

Vesting Schedule	Vesting Period	Vesting Ratio
First Vesting Tranche	From the first trading day following the 12-month anniversary of the date of the reserved grant to the last trading day within the 24-month period following the date of the reserved grant	50%
Second Vesting Tranche	From the first trading day following the 24-month anniversary of the date of the reserved grant to the last trading day within the 36-month period following the date of the reserved grant	50%

Any shares derived from the Restricted Shares that have been granted to the Participants but have not yet vested as a result of capitalisation of capital reserves, bonus share issue or share subdivision shall also be subject to the Vesting Conditions, and shall not be transferred, used as security or for repayment of debts prior to Vesting. If the Restricted Shares are not eligible for Vesting at such time, the shares derived from the aforementioned events shall likewise not be vested.

Within each Vesting tranche, Restricted Shares that satisfy the Vesting Conditions may be registered as vested by the Company; Restricted Shares that do not satisfy the Vesting Conditions or for which the Participants have not applied for Vesting shall not be vested and shall be forfeited and lapse.

IV. LOCK-UP PERIOD OF THIS INCENTIVE SCHEME

The lock-up period refers to the period during which the sale of the Restricted Shares acquired by the Participants after Vesting is restricted. The lock-up provisions of this Incentive Scheme shall be implemented in accordance with the Company Law, the Securities Law, the Provisions on the Regulation of Short-Swing Trading and other relevant laws, regulations, normative documents and the Articles of Association, with the specific provisions as follows:

1. If a Participant is a Director or senior management of the Company, the number of shares sold by such Participant during the tenure determined at the time of appointment shall not exceed 25% of the total shares of the Company held by such Participant in any year; and such Participant shall not transfer the shares of the Company held by him/her within 6 months after departure from office.

2. If a Participant who is a Director or senior management of the Company sells the Company's shares held by him/her within 6 months after purchase, or purchases the Company's shares within 6 months after sale, any benefits derived therefrom shall belong to the Company, and the Board of the Company shall recover such benefits. If the relevant laws, regulations and normative documents concerning short-swing trading are amended, the above circumstances shall be dealt with in accordance with the amended provisions.
3. If, during the term of this Incentive Scheme, the relevant provisions relating to the transfer of shares held by Directors and senior management of the Company under the Company Law, the Securities Law and other relevant laws, regulations, normative documents and the Articles of Association are amended, such Participants shall transfer the Company's shares held by them in compliance with the amended provisions of the Company Law, the Securities Law and other relevant laws, regulations, normative documents and the Articles of Association at the time of transfer.

Chapter VII Grant Price of Restricted Shares and the Methodology for Determining the Grant Price

I. GRANT PRICE OF RESTRICTED SHARES

The Grant Price of the Restricted Shares (including reserved shares) under this Incentive Scheme is RMB155.94 per share, representing that upon satisfaction of the grant conditions and Vesting Conditions, the Participants may purchase the Company's A-share ordinary shares repurchased from the secondary market and/or issued to the Participants by way of private placement at a price of RMB155.94 per share.

II. METHODOLOGY FOR DETERMINING THE GRANT PRICE OF RESTRICTED SHARES

The Grant Price of the Restricted Shares (including reserved shares) under this Incentive Scheme shall not be lower than the par value of the shares, and shall not be lower than the higher of the following:

1. 50% of the average trading price of the Company's shares per share on the trading day immediately prior to the announcement date of this draft Incentive Scheme (total trading value on the immediate prior trading day/total trading volume on the immediate prior trading day), being RMB250.49 per share, which equals RMB125.25 per share;
2. 50% of the average trading price of the Company's shares per share over the 120 trading days prior to the announcement date of this draft Incentive Scheme (total trading value over the prior 120 trading days/total trading volume over the prior 120 trading days), being RMB311.87 per share, which equals RMB155.94 per share.

Chapter VIII Grant and Vesting Conditions of Restricted Shares**I. GRANT CONDITIONS OF RESTRICTED SHARES**

The Participants may be granted the Restricted Shares only when the following conditions are satisfied simultaneously:

(I) The Company does not have any of the following circumstances:

1. the financial statements for last financial year have been issued with an adverse audit opinion or a disclaimer of opinion by the certified public accountant;
2. the internal control over financial reporting for last financial year has been issued with an adverse audit opinion or a disclaimer of opinion by the certified public accountant;
3. during the 36 months immediately following its listing, the Company has failed to distribute profits in accordance with laws, regulations, the Articles of Association or its public commitments;
4. it is prohibited by laws and regulations from implementing an Equity Incentive Scheme;
5. other circumstances as determined by the CSRC.

(II) The Participants do not have any of the following circumstances:

1. having been identified as an unsuitable candidate by the stock exchange within the latest 12 months;
2. having been identified as an unsuitable candidate by the CSRC or its local offices within the latest 12 months;
3. having been subject to administrative penalties or market entry bans imposed by the CSRC or its local offices for material violations of laws or regulations within the latest 12 months;
4. being subject to any circumstance set out in the Company Law that precludes a person from acting as a Director or senior management of the Company;
5. being prohibited by laws or regulations from participating in an Equity Incentive Scheme of a listed company;
6. other circumstances as determined by the CSRC.

II. VESTING CONDITIONS OF RESTRICTED SHARES

The Restricted Shares granted to the Participants may be vested in tranches only when the following Vesting Conditions are satisfied simultaneously:

(I) The Company does not have any of the following circumstances:

1. the financial statements for last financial year have been issued with an adverse audit opinion or a disclaimer of opinion by the certified public accountant;
2. the internal control over financial reporting for last financial year has been issued with an adverse audit opinion or a disclaimer of opinion by the certified public accountant;
3. during the 36 months immediately following its listing, the Company has failed to distribute profits in accordance with laws, regulations, the Articles of Association or its public commitments;
4. it is prohibited by laws and regulations from implementing an Equity Incentive Scheme;
5. other circumstances as determined by the CSRC.

(II) The Participants do not have any of the following circumstances:

1. having been identified as an unsuitable candidate by the stock exchange within the latest 12 months;
2. having been identified as an unsuitable candidate by the CSRC or its local offices within the latest 12 months;
3. having been subject to administrative penalties or market entry bans imposed by the CSRC or its local offices for material violations of laws or regulations within the latest 12 months;
4. being subject to any circumstance set out in the Company Law that precludes a person from acting as a Director or senior management of the Company;
5. being prohibited by laws or regulations from participating in an Equity Incentive Scheme of a listed company;
6. other circumstances as determined by the CSRC.

In the event that any of the circumstances set out in paragraph (I) above occurs to the Company, the Restricted Shares granted to all Participants under this Incentive Scheme that have not yet vested shall be disqualified from Vesting and shall be forfeited and lapse. In the event that any of the circumstances set out in paragraph (II) above that would disqualify a Participant from being granted Restricted Shares occurs to a particular Participant, the Restricted Shares granted to such Participant that have not yet vested shall be disqualified from Vesting and shall be forfeited and lapse.

(III) The Participants shall satisfy the tenure requirement for each Vesting tranche

The Restricted Shares of each tranche granted to the Participants shall be subject to a tenure period of more than 12 months prior to Vesting.

(IV) Company-level performance assessment requirements

The performance assessment years under this Incentive Scheme are the three fiscal years 2026 to 2028, with one assessment conducted in each fiscal year. The performance assessment targets for each year are set out in the table below:

Vesting Tranche	Performance Assessment Targets	
	Benchmark Growth Rate (A)	Target Growth Rate (B)
First Vesting Tranche	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2026 shall not be less than 40%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2026 shall not be less than 40%.	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2026 shall not be less than 50%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2026 shall not be less than 50%.

Vesting Tranche	Performance Assessment Targets	
	Benchmark Growth Rate (A)	Target Growth Rate (B)
Second Vesting Tranche	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2027 shall not be less than 96%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2027 shall not be less than 96%.	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2027 shall not be less than 125%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2027 shall not be less than 125%.
Third Vesting Tranche	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2028 shall not be less than 174.40%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2028 shall not be less than 174.40%.	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2028 shall not be less than 237.50%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2028 shall not be less than 237.50%.

The performance assessment years for the reserved Restricted Shares under this Incentive Scheme are the two fiscal years 2027 to 2028, with one assessment conducted in each fiscal year. The performance assessment targets for each year are set out in the table below:

Vesting Tranche	Performance Assessment Targets	
	Benchmark Growth Rate (A)	Target Growth Rate (B)
First Vesting Tranche	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2027 shall not be less than 96%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2027 shall not be less than 96%.	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2027 shall not be less than 125%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2027 shall not be less than 125%.
Second Vesting Tranche	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2028 shall not be less than 174.40%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2028 shall not be less than 174.40%.	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2028 shall not be less than 237.50%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2028 shall not be less than 237.50%.

Note: The “operating revenue” referred to above refers to the audited operating revenue of the Listed Company, and the “net profit” refers to the net profit attributable to Shareholders of the Listed Company, with the impact of share-based payment expenses arising from the implementation of the Incentive Scheme and employee stock ownership plans during the assessment period excluded for the purpose of calculation.

The Company shall determine the number of Restricted Shares eligible for Vesting at the Company level based on the extent to which the performance targets for each assessment year are achieved, as set out below:

Assessment Indicator	Performance Target Achievement Level	Company-Level Vesting Percentage
Growth rate of net profit or operating revenue for the assessment year compared with 2025 (X)	$X \geq B$ $B > X \geq A$ $X < A$	100% $80\% + (X - A) / (B - A) \times 20\%$ 0

Note 1: The above performance assessment targets do not constitute a performance forecast or a substantive commitment by the Company to investors.

Note 2: The Company-level Vesting percentage of Restricted Shares shall be rounded to two decimal places.

During the Vesting period, the Company shall handle the registration of Vesting of shares for the Participants who satisfy the Vesting Conditions. If the Company fails to meet the above performance assessment targets, the Restricted Shares scheduled to vest in the corresponding assessment year for all Participants shall not vest and shall be forfeited and lapse.

(V) Individual-level performance assessment

The individual-level performance assessment of the Participants shall be organized and implemented in accordance with the Company's existing relevant systems. The Company shall determine whether the Restricted Shares granted to the Participants satisfy the Vesting Conditions and the actual number eligible for Vesting based on the Participants' performance assessment results. The actual number of shares eligible for Vesting for an individual in the relevant year = the number of shares scheduled to vest for the individual in the relevant year $\times$ Company-level Vesting percentage $\times$ standard coefficient.

The performance assessment results of the Participants are divided into four grades: A, B, C and D. The assessment and evaluation form shall apply to the assessed individuals. The actual Vesting percentage for the Participants shall be determined in accordance with the table below:

Assessment Result (S)	$S \geq 80$	$80 > S \geq 70$	$70 > S \geq 60$	$S < 60$
Assessment Grade	A	B	C	D
Standard Coefficient	1.0	0.8	0.5	0

Any Restricted Shares scheduled to vest in the current period that cannot be vested or cannot be fully vested due to assessment results shall be forfeited and lapse, and may not be deferred to the following year.

(VI) Explanation on the scientific basis and reasonableness of the assessment indicators

The assessment indicators of this Incentive Scheme are divided into two levels, namely the Company-level performance assessment and the individual-level performance assessment. The Company-level performance assessment indicators are selected as the growth rate of net profit and the growth rate of operating revenue. The net profit growth rate indicator measures the profitability and growth of an enterprise and is a key indicator for evaluating the operating efficiency of an enterprise. Operating revenue, as a core financial indicator of the Company, reflects the operating results of the Company and is an important indicator for assessing the operating conditions of the Company and predicting the business expansion trends of the enterprise. The determination of the specific figures takes into account relevant factors such as the macroeconomic environment, industry development conditions, market competition and the Company's future development plans, and comprehensively considers the feasibility of achievement and the incentive effect on the Company's employees. The indicator settings are reasonable and scientific.

In addition to the Company-level performance assessment, the Company has also established a rigorous individual performance appraisal system for the Participants, which enables a relatively accurate and comprehensive evaluation of the work performance of the Participants. The Company shall determine whether the Participants have satisfied the individual Vesting Conditions based on their performance assessment results of the preceding year, and has set differentiated Vesting ratios for different assessment grades, so as to truly achieve the effect of rewarding excellence and encouraging value creation.

In summary, the assessment indicators at both the Company level and the individual level are clear and highly operable, which will help enhance the Company's competitiveness and increase its attractiveness to talent within the industry, thereby playing a positive role in promoting the development of the Company's core workforce. At the same time, they also take into account the constraining effect on the Participants, and are capable of achieving the purposes of the assessment under this Incentive Scheme.

Chapter IX Adjustment Methods and Procedures of the Restricted Share Incentive Scheme**I. ADJUSTMENT METHODS FOR THE NUMBER OF RESTRICTED SHARES**

If, during the period from the date of announcement of this Incentive Scheme to the date on which the Participants complete the registration of Vesting of the Restricted Shares, the Company undertakes any capitalisation of capital reserves, bonus share issue, share subdivision, rights issue, share consolidation or other similar events, the number of Restricted Shares to be granted/vested shall be adjusted accordingly. The adjustment methods are as follows:

(I) Capitalisation of capital reserves, bonus share issue or share subdivision

$$Q=Q_0 \times (1+n)$$

Where: Q_0 is the number of Restricted Shares to be granted/vested before adjustment; n is the ratio of capitalisation of capital reserves, bonus share issue or share subdivision per share (i.e., the number of additional shares per share after such capitalization, stock dividend or subdivision); and Q is the number of Restricted Shares to be granted/vested after adjustment.

(II) Rights issue

$$Q=Q_0 \times P_1 \times (1+n) \div (P_1 + P_2 \times n)$$

Where: Q_0 is the number of Restricted Shares to be granted/vested before adjustment; P_1 is the closing price on the record date; P_2 is the rights issue price; n is the ratio of the rights issue (i.e., the ratio of the number of shares offered in the rights issue to the Company's total share capital before the rights issue); and Q is the number of Restricted Shares to be granted/vested after adjustment.

(III) Share consolidation

$$Q=Q_0 \times n$$

Where: Q_0 is the number of Restricted Shares to be granted/vested before adjustment; n is the share consolidation ratio (i.e., 1 share of the Company's share capital is consolidated into n shares); and Q is the number of Restricted Shares to be granted/vested after adjustment.

(IV) Issue of additional shares

In the event of an issue of additional shares by the Company, the number of Restricted Shares to be granted/vested shall not be adjusted.

II. ADJUSTMENT METHODS FOR THE GRANT PRICE OF RESTRICTED SHARES

If, during the period from the date of announcement of this Incentive Scheme to the date on which the Participants complete the registration of Vesting of the Restricted Shares, the Company undertakes any capitalisation of capital reserves, bonus share issue, share subdivision, rights issue, share consolidation, cash dividend or other similar events, the Grant Price of the Restricted Shares shall be adjusted accordingly. The adjustment methods are as follows:

(I) Capitalisation of capital reserves, bonus share issue or share subdivision

$$P = P_0 \div (1 + n)$$

Where: P_0 is the Grant Price before adjustment; n is the ratio of capitalisation of capital reserves, bonus share issue or share subdivision per share; and P is the Grant Price after adjustment.

(II) Rights issue

$$P = P_0 \times (P_1 + P_2 \times n) \div [P_1 \times (1 + n)]$$

Where: P_0 is the Grant Price before adjustment; P_1 is the closing price on the record date; P_2 is the rights issue price; n is the ratio of the rights issue (i.e., the ratio of the number of shares offered in the rights issue to the Company's total share capital before the rights issue); and P is the Grant Price after adjustment.

(III) Share consolidation

$$P = P_0 \div n$$

Where: P_0 is the Grant Price before adjustment; n is the share consolidation ratio; and P is the Grant Price after adjustment.

(IV) Dividend distribution

$$P = P_0 - V$$

Where: P_0 is the Grant Price before adjustment; V is the cash dividend per share; and P is the Grant Price after adjustment. After adjustment for dividend distribution, P must remain greater than 1.

(V) Issue of additional shares

In the event of an issue of additional shares by the Company, the Grant Price of the Restricted Shares shall not be adjusted.

III. PROCEDURES FOR ADJUSTMENT UNDER THIS INCENTIVE SCHEME

Pursuant to the authorization of the Shareholders' meeting, when the above circumstances occur, the Board of the Company shall consider and approve the proposal regarding the adjustment of the number of Restricted Shares to be granted/vested and the Grant Price (in the event that the number of Restricted Shares to be granted/vested and the Grant Price need to be adjusted due to matters other than the above circumstances, in addition to the Board considering the relevant proposal, such adjustment must be submitted to the Shareholders' meeting of the Company for consideration).

The Company shall engage a law firm to issue a professional opinion to the Company as to whether the above adjustment complies with the provisions of the Administrative Measures, the Articles of Association and this Incentive Scheme. After the adjustment proposal has been considered and approved by the Board, the Company shall promptly disclose the announcement of the Board resolution and publish the legal opinion simultaneously.

Chapter X Accounting Treatment of Restricted Shares

In accordance with the provisions of the Accounting Standards for Business Enterprises No. 11 – Share-based Payment and the Accounting Standards for Business Enterprises No. 22 – Recognition and Measurement of Financial Instruments, the Company shall, on each balance sheet date during the period from the Grant Date to the Vesting Date, revise the estimated number of Restricted Shares expected to vest based on subsequent information such as changes in the number of eligible Participants and the achievement of performance targets, and shall, based on the fair value of the Restricted Shares on the Grant Date, recognize the services obtained during the current period into the relevant costs or expenses and capital reserve.

I. FAIR VALUE OF RESTRICTED SHARES AND METHODOLOGY FOR DETERMINING THE SAME

In accordance with the Accounting Standards for Business Enterprises No. 11 – Share-based Payment, the Accounting Standards for Business Enterprises No. 22 – Recognition and Measurement of Financial Instruments, and the Application Case of Share-based Payment Standards – Grant of Restricted Shares issued by the Accounting Regulatory Department of the Ministry of Finance of the People's Republic of China, the Company adopts the Black-Scholes model as the measurement model for the fair value of Class II Restricted Shares on the Grant Date, and uses such model to make a preliminary estimate of the fair value of the Restricted Shares granted as at the date of announcement of this draft. The specific parameters are selected as follows:

1. Underlying share price: RMB241.50/share (the closing price on July 17, 2026 was RMB241.50/share, assumed to be the closing price on the Grant Date);
2. Grant Price: RMB155.94/share;

3. Validity Period: 1 year, 2 years and 3 years (the period from the Grant Date to each Vesting date);
4. Historical volatility: 28.0438%, 34.4122% and 31.6511% (using the average volatility of the ChiNext Composite Index over the latest one year, two years and three years, respectively);
5. Risk-free interest rate: 1.50%, 2.10% and 2.75% (using the 1-year, 2-year and 3-year benchmark deposit rates of financial institutions as prescribed by the People's Bank of China, respectively).

II. ESTIMATED IMPACT OF THE IMPLEMENTATION OF THE RESTRICTED SHARES ON OPERATING RESULTS FOR EACH PERIOD

The Company shall determine the fair value of the Class II Restricted Shares on the Grant Date in accordance with the Accounting Standards and relevant valuation tools, and ultimately recognize the share-based payment expenses of this Incentive Scheme, which shall be amortized during the implementation of this Incentive Scheme in proportion to the Vesting schedule. The incentive costs arising from this Incentive Scheme shall be presented in recurring profit or loss.

In accordance with the provisions and requirements of the PRC Accounting Standards, the cost amortization of the Restricted Shares granted at the initial grant under this Incentive Scheme (excluding the reserved portion) and the impact on accounting costs for each period are set out in the table below (assuming the Grant Date is in August 2026):

Unit: RMB0'000

Number of Restricted Shares Granted (0'000 shares)	Total Amortization Expenses	2026	2027	2028	2029
466.24	46,381.56	10,872.23	20,901.19	10,725.44	3,882.69

Note 1: The above calculation results do not represent the final accounting costs. The actual accounting costs are related to the Grant Date, the Grant Price, the closing price of the Company's shares on the Grant Date and the number of shares vested. If a Participant resigns prior to Vesting, or if the Company fails to meet the performance assessment or the individual fails to meet the corresponding performance assessment standards, the actual number of shares vested will be correspondingly reduced, thereby reducing the share-based payment expenses. At the same time, the Company reminds Shareholders to pay attention to the potential dilution effect that may arise from the share-based payment expenses.

Note 2: The final impact of the above on the Company's operating results shall be subject to the annual audit report issued by the accounting firm.

Note 3: The above estimates do not include the reserved Restricted Shares under this Incentive Scheme. The grant of the reserved portion will generate additional share-based payment expenses at the time of grant.

Based on the information currently available, the Company preliminarily estimates that, without considering the stimulating effect of this Incentive Scheme on the Company's performance, the amortization of expenses related to the Restricted Shares will have a certain impact on the net profit for each year during the Validity Period. However, if the positive effect of this Incentive Scheme on the Company's development is taken into account, it will stimulate the enthusiasm of the management team and core business backbone, improve operational efficiency and reduce agency costs, and will therefore play a positive role in enhancing the Company's performance.

Chapter XI Implementation Procedures of the Restricted Share Incentive Scheme

I. EFFECTIVE PROCEDURES OF THE RESTRICTED SHARE INCENTIVE SCHEME

- (I) The remuneration and appraisal committee of the Board is responsible for formulating the draft of this Incentive Scheme and its summary.
- (II) The Board of the Company shall make a resolution on this Incentive Scheme in accordance with the law. When the Board deliberates on this Incentive Scheme, Directors who are Participants or who have a connected relationship with the Participants shall abstain from voting. The Board shall, after deliberating and approving this Incentive Scheme and completing the public display and announcement procedures, submit this Incentive Scheme to the Shareholders' meeting for consideration; and shall simultaneously propose to the Shareholders' meeting for authorization to be responsible for the implementation of the grant and Vesting registration of the Restricted Shares.
- (III) The remuneration and appraisal committee of the Board shall express its opinion as to whether this Incentive Scheme is conducive to the sustainable development of the Company and whether there is any circumstance that would materially prejudice the interests of the Company and all Shareholders. The law firm engaged by the Company shall issue a legal opinion on this Incentive Scheme.
- (IV) This Incentive Scheme shall not be implemented until it has been approved by the Shareholders' meeting of the Company. The Company shall, prior to convening the Shareholders' meeting, publicly display the names and positions of the Participants within the Company (with a public display period of no less than 10 days). The remuneration and appraisal committee of the Board shall review the list of Participants in the equity incentive and fully consider the opinions raised during the public display period. The Company shall disclose the review opinions of the remuneration and appraisal committee of the Board on the list of Participants and the explanation on the public display 5 days prior to the Shareholders' meeting considering this Incentive Scheme.

- (V) The Shareholders' meeting shall vote on the contents of the Equity Incentive Scheme as prescribed in Article 9 of the Administrative Measures, and such contents shall be approved by more than two-thirds of the voting rights held by the Shareholders present at the meeting. The voting results of Shareholders other than the Company's Directors, senior management and Shareholders holding 5% or more of the Company's shares individually or in aggregate shall be separately counted and disclosed.

When the Shareholders' meeting considers the Equity Incentive Scheme, Shareholders who are Participants or who have a connected relationship with the Participants shall abstain from voting.

- (VI) When this Incentive Scheme is approved by the Shareholders' meeting of the Company and the grant conditions set out in this Incentive Scheme are satisfied, the Company shall grant the Restricted Shares to the Participants within the prescribed time frame. Upon authorization by the Shareholders' meeting, the Board shall be responsible for the implementation of matters relating to the grant, Vesting registration and forfeiture of the Restricted Shares.

II. GRANT PROCEDURES OF RESTRICTED SHARES

- (I) After the Shareholders' meeting has approved this Incentive Scheme and the Board has passed a resolution to grant Restricted Shares to the Participants, the Company shall enter into a "Restricted Share Grant Agreement" with the Participants to set out the rights and obligations of both parties.
- (II) Prior to the Company granting Restricted Shares to the Participants, the Board shall consider and make an announcement as to whether the conditions for the grant of Restricted Shares to the Participants as set out in the Equity Incentive Scheme have been satisfied. The grant plan for the reserved Restricted Shares shall be determined by the Board and considered and approved by the Board. The remuneration and appraisal committee of the Board shall simultaneously express a clear opinion. The law firm shall issue a legal opinion as to whether the conditions for the grant of Restricted Shares to the Participants have been satisfied.
- (III) The remuneration and appraisal committee of the Board shall verify the Grant Date of the Restricted Shares and the list of Participants and express its opinion thereon.
- (IV) If there is any discrepancy between the actual grant of Restricted Shares by the Company to the Participants and the arrangements under the Equity Incentive Scheme, the remuneration and appraisal committee of the Board and the law firm shall simultaneously express a clear opinion thereon.

- (V) After the Equity Incentive Scheme has been approved by the Shareholders' meeting, the Company shall, within 60 days, convene a meeting of the Board in accordance with applicable rules to grant Restricted Shares to the Participants under the initial grant and complete the relevant announcements. If the Company fails to complete the foregoing procedures within such 60-day period, it shall timely disclose the reasons for such failure and announce the termination of the implementation of this Incentive Scheme, and the uncompleted grant of the Restricted Shares shall lapse. No further Equity Incentive Scheme shall be considered within 3 months after the termination of this Incentive Scheme. Pursuant to the Administrative Measures, the period during which the Listed Company is prohibited from granting Restricted Shares shall not be counted within the 60-day period.

The grantees of the reserved shares shall be identified and the share grant shall be completed within 12 months after the approval of this Incentive Scheme by the Shareholders' meeting. If the Participants for the reserved portion are not identified within such 12-month period, the reserved shares shall lapse.

III. VESTING PROCEDURES OF RESTRICTED SHARES

- (I) Prior to the Vesting of the Restricted Shares, the Board of the Company shall consider whether the Vesting Conditions for the Participants as set out in the Equity Incentive Scheme have been satisfied. The remuneration and appraisal committee of the Board shall simultaneously express a clear opinion, and the law firm shall issue a legal opinion as to whether the Vesting Conditions for the Participants have been satisfied.
- (II) For the Participants who satisfy the Vesting Conditions, the Company shall handle the Vesting matters on a unified basis. For the Participants who do not satisfy the Vesting Conditions, the Restricted Shares corresponding to such tranche shall be disqualified from Vesting and shall be forfeited and lapse. The Company shall, after the Vesting of the Participants, timely disclose the announcement of the Board resolution, together with the opinions of the remuneration and appraisal committee of the Board and the law firm, and the announcement relating to the implementation status.
- (III) Prior to handling the Vesting of the Restricted Shares, the Company shall file an application with the stock exchange. Upon confirmation by the stock exchange, the share Vesting matters shall be handled by the Shenzhen Branch of China Securities Depository and Clearing Corporation Limited.

IV. AMENDMENT PROCEDURES OF THIS INCENTIVE SCHEME

- (I) If the Company intends to amend this Incentive Scheme prior to its consideration by the Shareholders' meeting, such amendment shall be considered and approved by the Board.

- (II) If the Company intends to amend this Incentive Scheme after its approval by the Shareholders' meeting, any amendment shall be considered and determined by the Shareholders' meeting, and shall not include any of the following circumstances:
 - 1. circumstances that would result in accelerated Vesting;
 - 2. circumstances that would reduce the Grant Price (except for reductions in the Grant Price arising from capitalisation of capital reserves, bonus share issue, rights issue, cash dividend or other similar events).
- (III) The Company shall timely disclose the reasons for and the contents of the amendment. The remuneration and appraisal committee of the Board shall express its opinion as to whether the amended scheme is conducive to the sustainable development of the Company and whether there is any circumstance that would materially prejudice the interests of the Company and all Shareholders. The law firm shall issue a professional opinion as to whether the amended scheme complies with the provisions of the Administrative Measures and relevant laws and regulations, and whether there is any circumstance that would materially prejudice the interests of the Company and all Shareholders.

V. TERMINATION PROCEDURES OF THIS INCENTIVE SCHEME

- (I) If the Company intends to terminate the implementation of this Incentive Scheme prior to its consideration by the Shareholders' meeting, such termination shall be considered and approved by the Board.
- (II) If the Company intends to terminate the implementation of this Incentive Scheme after its approval by the Shareholders' meeting, such termination shall be considered and determined by the Shareholders' meeting.
- (III) The law firm shall issue a professional opinion as to whether the termination of the implementation of this Incentive Scheme by the Company complies with the relevant provisions of the Administrative Measures and other laws and regulations, and whether there is any circumstance that would materially prejudice the interests of the Company and all Shareholders.
- (IV) If the Shareholders' meeting or the Board considers and approves the termination of the implementation of this Incentive Scheme, or if the Shareholders' meeting does not approve this Incentive Scheme, no further Equity Incentive Scheme shall be considered within 3 months from the date of the announcement of the relevant resolution.
- (V) Upon termination of this Incentive Scheme, the Restricted Shares that have not yet vested shall be forfeited and lapse.

Chapter XII Respective Rights and Obligations of the Company and the Participants**I. RIGHTS AND OBLIGATIONS OF THE COMPANY**

1. The Company has the right to interpret and implement this Incentive Scheme and to conduct performance assessments of the Participants in accordance with the provisions of this Incentive Scheme. If a Participant fails to satisfy the Vesting Conditions set out in this Incentive Scheme, the Company shall, in accordance with the principles set out in this Incentive Scheme, disqualify the Restricted Shares that have been granted to such Participant but have not yet vested from Vesting, and such shares shall be forfeited and lapse.
2. The Company shall, in accordance with the relevant provisions of national tax laws and regulations, withhold and pay on behalf of the Participants the individual income tax and other taxes and fees payable by the Participants in connection with their participation in this Incentive Scheme.
3. The Company undertakes that it shall not provide any loans, guarantee for any loans, or any other form of financial assistance to the Participants in connection with their acquisition of Restricted Shares under this Incentive Scheme, so as not to prejudice the interests of the Company.
4. The Company shall, in accordance with the provisions of relevant laws, regulations and normative documents, make timely, true, accurate and complete disclosure of information disclosure documents relating to this Incentive Scheme, warrant that there are no false representations, misleading statements or material omissions, and duly perform the relevant reporting obligations under this Incentive Scheme.
5. The Company shall, in accordance with this Incentive Scheme and the relevant provisions of the CSRC, the stock exchanges, the Hong Kong Stock Exchange, China Securities Depository and Clearing Corporation Limited, etc., actively cooperate with the Participants who have satisfied the Vesting Conditions to carry out the Vesting operations of the Restricted Shares in accordance with the relevant rules. However, if a Participant fails to vest and suffers losses due to reasons attributable to the CSRC, the stock exchanges, the Hong Kong Stock Exchange or China Securities Depository and Clearing Corporation Limited, the Company shall not be liable.
6. The determination of the Participants under this Incentive Scheme by the Company shall not constitute a commitment by the Company to the term of employment of the employees. The employment relationship between the Company and the employees shall continue to be governed by the labor contracts/service contracts/employment agreements entered into between the Company and the Participants.

7. If a Participant materially prejudices the interests or reputation of the Company due to violation of law, breach of professional ethics, disclosure of Company secrets, dereliction of duty or malfeasance, or violation of the rules and regulations relating to Vesting, the Company may, upon review by the remuneration and appraisal committee of the Board and approval by the Board of the Company, disqualify the Restricted Shares that have been granted to such Participant but have not yet vested from Vesting, and such shares shall be forfeited and lapse. In serious cases, the Company may also seek compensation for the losses suffered thereby in accordance with the relevant provisions of law.
8. Other relevant rights and obligations as set out in laws, administrative regulations and normative documents.

II. RIGHTS AND OBLIGATIONS OF THE PARTICIPANTS

1. The Participants shall, in accordance with the requirements of their positions with the Company, diligently perform their duties, adhere to professional ethics and make due contributions to the development of the Company.
2. The source of funds for the Participants shall be their own legally raised funds.
3. The Participants have the right and shall be entitled to obtain the vested shares in accordance with the provisions of this Incentive Scheme, and to lock and trade the shares in accordance with the relevant rules.
4. The Restricted Shares granted to the Participants shall not be transferred, pledged or used for repayment of debts prior to Vesting.
5. The Restricted Shares granted to the Participants under this Incentive Scheme shall not carry voting rights or voting powers prior to Vesting, nor shall they entitle the Participants to participate in the distribution of stock dividends or cash dividends.
6. Any gains obtained by the Participants under this Incentive Scheme shall be subject to individual income tax and other taxes and fees in accordance with national tax laws and regulations.
7. The Participants undertake that if the Company fails to satisfy the conditions for the grant or Vesting of Restricted Shares due to the presence of any false representations, misleading statements or material omissions in the information disclosure documents, the Participants shall, from the date on which such information disclosure documents are confirmed to contain false representations, misleading statements or material omissions, return to the Company all benefits obtained under this Incentive Scheme.

8. If a Participant falls under any of the circumstances set out in Article 8 of the Administrative Measures that would disqualify a person from being a Participant during the implementation of this Incentive Scheme, the Restricted Shares that have been granted to such Participant but have not yet vested shall be disqualified from Vesting and shall be forfeited and lapse.
9. After the Shareholders' meeting has approved this Incentive Scheme and the Board has passed a resolution to grant Restricted Shares to the Participants, the Company shall enter into a "Restricted Share Grant Agreement" with the Participants to set out the rights, obligations and other relevant matters between the parties under laws, administrative regulations, normative documents and this Incentive Scheme.
10. Other relevant rights and obligations as set out in laws, regulations and this Incentive Scheme.

Chapter XIII Handling of Changes in Circumstances of the Company and the Participants

I. HANDLING OF CHANGES IN CIRCUMSTANCES OF THE COMPANY

- (I) In the event of any of the following circumstances, this Incentive Scheme shall not be amended:
 1. a change in control of the Company occurs;
 2. the Company undergoes a merger or division.
- (II) In the event of any of the following circumstances, the Shareholders' meeting of the Company shall determine whether this Incentive Scheme shall be amended or adjusted accordingly:
 1. a change in control of the Company occurs which triggers a major asset restructuring;
 2. the Company undergoes a merger or division, and the Company ceases to exist.
- (III) In the event of any of the following circumstances, this Incentive Scheme shall be terminated, and the Restricted Shares granted to the Participants but not yet vested shall be disqualified from Vesting and shall be forfeited and lapse:
 1. the financial statements for last financial year have been issued with an adverse audit opinion or a disclaimer of opinion by the certified public accountant;
 2. the internal control over financial reporting for last financial year has been issued with an adverse audit opinion or a disclaimer of opinion by the certified public accountant;

3. during the 36 months immediately following its listing, the Company has failed to distribute profits in accordance with laws, regulations, the Articles of Association or its public commitments;
 4. it is prohibited by laws and regulations from implementing an Equity Incentive Scheme;
 5. other circumstances as determined by the CSRC that require the termination of the Incentive Scheme.
- (IV) If the Company fails to satisfy the conditions for the grant or Vesting of the Restricted Shares due to the presence of any false representations, misleading statements or material omissions in the information disclosure documents, the Restricted Shares that have been granted to the Participants but have not yet vested shall not vest and shall be forfeited and lapse; if the Restricted Shares granted to the Participants have already vested, the Participants shall return the benefits they have received. The Board shall recover the benefits obtained by the Participants in accordance with the preceding paragraph. If a Participant is not responsible for the aforesaid matters and suffers losses as a result of returning such benefits, such Participant may seek recourse from the Company or the party responsible for such matters.

II. CHANGES IN PERSONAL CIRCUMSTANCES OF THE PARTICIPANTS

(I) Change in the Qualifications of the Participants

If a Participant loses his/her eligibility to participate in this Incentive Scheme due to the occurrence of any of the following circumstances, the Restricted Shares that have been vested by such Participant shall not be affected, and the Restricted Shares that have not yet vested shall not vest and shall be forfeited and lapse:

1. having been identified as an unsuitable candidate by the stock exchange within the latest 12 months;
2. having been identified as an unsuitable candidate by the CSRC or its local offices within the latest 12 months;
3. having been subject to administrative penalties or market entry bans imposed by the CSRC or its local offices for material violations of laws or regulations within the latest 12 months;
4. being subject to any circumstance set out in the Company Law that precludes a person from acting as a Director or senior management of the Company;

5. being prohibited by laws or regulations from participating in an Equity Incentive Scheme of a listed company;
6. other circumstances as determined by the CSRC.

(II) Change in Position of the Participants

If a Participant undergoes a change in position but remains employed within the Company (including its subsidiaries, the same below), the Restricted Shares granted to such Participant shall be fully subject to the procedures set out in this Incentive Scheme prior to the change in position. However, if the change in position is caused by the Participant's inability to perform his/her duties, violation of law, breach of professional ethics, disclosure of Company secrets, dereliction of duty or malfeasance, or other conduct that prejudices the interests or reputation of the Company, or if the Company terminates its labor/service/employment relationship with the Participant due to the aforementioned reasons, the Restricted Shares that have been granted to such Participant but have not yet vested shall not vest and shall be forfeited and lapse. The individual income tax on the vested portion of the Restricted Shares shall be paid in full prior to departure.

If a Participant becomes an independent Director of the Company and thereby loses his/her eligibility as a Participant, the Restricted Shares that have been granted to such Participant but have not yet vested shall not vest and shall be forfeited and lapse. The individual income tax on the vested portion of the Restricted Shares shall be paid in full prior to the transfer of position.

(III) Termination of Employment of the Participants

If a Participant's employment is terminated, including voluntary resignation, termination due to redundancy, dismissal by the Company, non-renewal of the labor contract/service contract/employment agreement upon expiry, or mutual agreement to terminate the labor contract/service contract/employment agreement, the Restricted Shares that have been granted to such Participant but have not yet vested shall not vest and shall be forfeited and lapse from the date of termination of employment. The individual income tax on the vested portion of the Restricted Shares shall be paid in full prior to departure.

(IV) Retirement of the Participants

If a Participant retires in accordance with applicable laws and regulations and the Company's policies and is subsequently re-employed by the Company or continues to provide labor/services to the Company in other forms, the Restricted Shares granted to such Participant shall remain valid and shall continue to be subject to the procedures set out in this Incentive Scheme. Where individual-level performance assessment applies, the individual-level performance assessment shall remain one of the conditions for the Vesting of the Restricted Shares.

If a Participant retires in accordance with applicable laws and regulations and the Company's policies, the Restricted Shares that have been granted to such Participant but have not yet vested shall not vest and shall be forfeited and lapse from the date of retirement. The individual income tax on the vested portion of the Restricted Shares shall be paid in full prior to retirement.

(V) Loss of Labor Capacity of the Participants

If a Participant ceases employment due to loss of labor capacity, the following two scenarios shall apply:

1. If a Participant ceases employment due to loss of labor capacity arising from the performance of his/her duties, the Restricted Shares that have been granted to such Participant but have not yet vested shall not be adjusted, and the Board may determine that the individual-level performance assessment of such Participant shall not be included as a Vesting condition. The individual income tax on the vested portion of the Restricted Shares shall be paid in full prior to departure, and the Participant shall pay in advance the individual income tax attributable to the Restricted Shares scheduled to vest in each subsequent Vesting operation.
2. If a Participant ceases employment due to loss of labor capacity arising from other reasons, the Restricted Shares that have been granted to such Participant but have not yet vested shall not vest and shall be forfeited and lapse from the date of occurrence of such event, and the individual income tax on the vested portion of the Restricted Shares shall be paid in full prior to departure.

(VI) Death of the Participants

In the event of the death of a Participant, the following two scenarios shall apply:

1. If a Participant passes away due to the performance of his/her duties, the Restricted Shares that have been granted to such Participant but have not yet vested shall not be adjusted and shall be inherited by his/her designated property successor or statutory heir, and the Board may determine that the individual-level performance assessment of such Participant shall not be included as a Vesting condition. The successor shall pay in full the individual income tax on the vested portion of the Restricted Shares prior to inheritance, and shall pay in advance the individual income tax attributable to the Restricted Shares scheduled to vest in each subsequent Vesting operation.
2. If a Participant passes away due to other reasons, the Restricted Shares that have been granted to such Participant but have not yet vested shall not vest and shall be forfeited and lapse from the date of occurrence of such event, and the successor shall pay in full the individual income tax on the vested portion of the Restricted Shares prior to inheritance.

(VII) Other Explanations

Any circumstances not provided for in this Incentive Scheme shall be determined by the Board of the Company, which shall also decide on the manner of handling the same.

III. DISPUTE RESOLUTION MECHANISM BETWEEN THE COMPANY AND THE PARTICIPANTS

Any dispute arising between the Company and the Participants shall be resolved in accordance with the provisions of this Incentive Scheme and the Restricted Share Grant Agreement; if the provisions are unclear, the parties shall resolve the dispute through negotiation in accordance with applicable laws and the principles of fairness and reasonableness; if negotiation fails, either party shall have the right to submit the dispute to the competent people's court in the place where the Company is domiciled for litigation.

Chapter XIV Supplementary Provisions

- I. This Incentive Scheme shall be implemented after approval by the Shareholders' meeting of the Company.
- II. This Incentive Scheme shall be interpreted by the Board of the Company.

Board of Victory Giant Technology (HuiZhou) Co., Ltd.
July 20, 2026

Victory Giant Technology (HuiZhou) Co., Ltd.**Management Measures for the Implementation and Assessment of
the 2026 Restricted A Share Incentive Scheme**

To further improve its corporate governance structure, form a sound and balanced value distribution system, incentivize its middle management and core backbone personnel to work with integrity and diligence, ensure a steady improvement in its performance, and guarantee the realization of its development strategies and business objectives, Victory Giant Technology (HuiZhou) Co., Ltd. (hereinafter referred to as the “**Company**”) intends to implement the 2026 Restricted A Share Incentive Scheme (hereinafter referred to as the “**Equity Incentive Scheme**”).

To ensure the smooth implementation of the Incentive Scheme, these Measures are formulated in accordance with the Company Law, the Securities Law, the Administrative Measures on Share Incentives of Listed Companies and other laws, regulations and normative documents, as well as the relevant provisions of the Articles of Association and the 2026 Restricted A Share Incentive Scheme (Draft), and in consideration of the actual circumstances of the Company.

I. PURPOSE OF THE ASSESSMENT

It aims to further improve the corporate governance structure of the Company, establish and improve the incentive and restraint mechanisms of the Company, ensure the smooth implementation of the Equity Incentive Scheme, and maximize the effectiveness of equity incentives, thereby ensuring the realization of the development strategies and business objectives of the Company.

II. PRINCIPLES OF THE ASSESSMENT

The assessment and evaluation must adhere to the principles of fairness, openness and impartiality, and the evaluation shall be conducted strictly in accordance with these Measures and the performance of the incentive objects, so as to ensure that the Equity Incentive Scheme is closely aligned with the work performance and contributions of the participants, thereby enhancing management performance and maximizing the interests of the Company and all Shareholders.

III. SCOPE OF THE ASSESSMENT

These Measures apply to all participants determined under the 2026 Restricted A Share Incentive Scheme, including middle management personnel and core technical (business) personnel of the Company (including its subsidiaries, the same below).

IV. ASSESSMENT BODIES

- (I) The remuneration and appraisal committee of the Board of the Company shall be responsible for organizing and reviewing the assessment work;
- (II) The Administrative Management Center and Finance Center of the Company shall form an assessment working group responsible for the specific implementation of the assessment work. The assessment working group shall be responsible to and report its work to the remuneration and appraisal committee of the Board;
- (III) The Administrative Management Center, Finance Center and other relevant departments of the Company shall be responsible for the collection and provision of relevant assessment data, and shall be responsible for the truthfulness and accuracy of such data;
- (IV) The Board of the Company shall be responsible for approving the assessment results.

V. INDICATORS AND STANDARDS OF PERFORMANCE APPRAISAL AND ASSESSMENT**(I) Performance assessment requirements of the Company**

The assessment years for this Incentive Scheme are the three fiscal years from 2026 to 2028, with one assessment conducted for each fiscal year. The performance assessment targets for each year are set out in the table below:

Vesting Period	Performance Assessment Targets	
	Benchmark Growth Rate (A)	Target Growth Rate (B)
First Vesting Period	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2026 shall not be less than 40%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2026 shall not be less than 40%.	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2026 shall not be less than 50%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2026 shall not be less than 50%.

Vesting Period	Performance Assessment Targets	
	Benchmark Growth Rate (A)	Target Growth Rate (B)
Second Vesting Period	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2027 shall not be less than 96%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2027 shall not be less than 96%.	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2027 shall not be less than 125%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2027 shall not be less than 125%.
Third Vesting Period	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2028 shall not be less than 174.40%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2028 shall not be less than 174.40%.	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2028 shall not be less than 237.50%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2028 shall not be less than 237.50%.

The assessment years for the reserved Restricted Shares under this Incentive Scheme are the two fiscal years from 2027 to 2028, with one assessment conducted for each fiscal year. The performance assessment targets for each year are set out in the table below:

Vesting Period	Performance Assessment Targets	
	Benchmark Growth Rate (A)	Target Growth Rate (B)
First Vesting Period	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2027 shall not be less than 96%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2027 shall not be less than 96%.	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2027 shall not be less than 125%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2027 shall not be less than 125%.
Second Vesting Period	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2028 shall not be less than 174.40%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2028 shall not be less than 174.40%.	The Company shall satisfy one of the following two conditions: Based on the net profit of 2025, the net profit growth rate of the Company for 2028 shall not be less than 237.50%; Based on the operating revenue of 2025, the operating revenue growth rate of the Company for 2028 shall not be less than 237.50%.

Note: The “operating revenue” referred to above refers to the audited operating revenue of the Listed Company, and the “net profit” refers to the net profit attributable to Shareholders of the Listed Company, with the impact of share-based payment expenses arising from the implementation of the Incentive Scheme and employee share ownership plans during the assessment period excluded for the purpose of calculation.

APPENDIX II**MANAGEMENT MEASURES FOR THE
IMPLEMENTATION AND ASSESSMENT OF THE
2026 RESTRICTED A SHARE INCENTIVE SCHEME**

The Company shall determine the number of Restricted Shares eligible for Vesting at the Company level based on the extent to which the performance targets for each assessment year are achieved, in the following specific manner:

Assessment Indicator	Performance Target Achievement Level	Proportion of Restricted Shares
		Eligible for Vesting at the Company Level
Growth rate of net profit or operating revenue for the assessment year compared with 2025 (X)	$X \geq B$	100%
	$B > X \geq A$	$80\% + (X - A) / (B - A) \times 20\%$
	$X < A$	0

Note 1: The above-mentioned performance assessment targets do not constitute a performance forecast or a substantive commitment by the Company to investors.

Note 2: The proportion of Restricted Shares eligible for Vesting at the Company level shall be rounded to two decimal places.

During the Vesting period, the Company shall handle the registration of Vesting of shares for the participants who satisfy the Vesting Conditions. If the Company fails to meet the above performance assessment targets, the Restricted Shares scheduled to vest in the corresponding assessment year for all participants shall not vest and shall be forfeited and lapse.

(II) Performance assessment requirements of the individual

The individual-level performance assessment of the participants shall be organized and implemented in accordance with the Company's existing relevant systems. The Company shall determine whether the Restricted Shares granted to the participants satisfy the Vesting Conditions and the actual number eligible for Vesting based on the participants' performance assessment results. The actual number of shares eligible for Vesting for an individual in the relevant year = the number of shares scheduled to vest for the individual in the relevant year $\times$ proportion of Restricted Shares eligible for Vesting at the Company level $\times$ standard coefficient.

The performance assessment results of the participants are divided into four grades: A, B, C and D. The assessment and evaluation form shall apply to the incentive objects. The actual proportion of shares eligible for Vesting for the participants shall then be determined in accordance with the table below:

Assessment Result (S)	$S \geq 80$	$80 > S \geq 70$	$70 > S \geq 60$	$S < 60$
Evaluation Standard	A	B	C	D
Standard Coefficient	1.0	0.8	0.5	0

Any Restricted Shares scheduled to vest to the participants in the current period that cannot be vested or cannot be fully vested due to assessment results shall be forfeited and lapse, and may not be deferred to subsequent years.

VI. ASSESSMENT PERIOD AND FREQUENCY**(I) Assessment period**

The fiscal year preceding the Vesting of each tranche of Restricted Shares for the participants.

(II) Assessment frequency

An assessment shall be conducted once in each fiscal year during the term of the Restricted Share Incentive Scheme.

VII. ASSESSMENT PROCEDURES

The Administrative Management Center of the Company shall be responsible for carrying out the specific assessment work under the guidance of the remuneration and appraisal committee of the Board, retaining assessment results, and compiling performance assessment reports based on these results for submission to the remuneration and appraisal committee of the Board. The Board of the Company is responsible for reviewing the assessment results.

VIII. FEEDBACK AND APPLICATION OF ASSESSMENT RESULTS

- (I) The person being assessed shall have the right to be informed of his/her assessment results, and the remuneration and appraisal committee shall notify the person being assessed of the assessment results within five working days after the completion of the assessment;
- (II) If the person being assessed has any objection to the assessment results, he/she may lodge an appeal with the remuneration and appraisal committee of the Board within five working days of receiving the assessment notice. The remuneration and appraisal committee may review the assessment results based on the actual circumstances and revise the assessment results based on the review results;
- (III) The assessment results shall serve as the basis for the Vesting of Restricted Shares.

IX. ARCHIVING OF ASSESSMENT RESULTS

- (I) Upon the assessment, the Securities Department shall retain all assessment records of the performance assessment.
- (II) In order to ensure the effectiveness of performance incentives, performance records are not allowed to be altered. If any modification or re-recording is required, it must be signed by the assessment recorder.
- (III) The performance assessment results shall be archived and kept as confidential information, and shall be uniformly destroyed by the Securities Department three years after the end of this scheme.

X. SUPPLEMENTARY PROVISIONS

These Measures shall be formulated, interpreted and amended by the Board. If these Measures conflict with any laws, administrative regulations or departmental rules to be promulgated and implemented in the future, the provisions of such laws, administrative regulations and departmental rules to be promulgated and implemented in the future shall prevail.

These Measures shall come into effect on the date of consideration and approval by the Shareholders' meeting of the Company.

The Board of Victory Giant Technology (HuiZhou) Co., Ltd.
July 20, 2026

Stock Code: 300476

Stock Abbreviation: Victory Giant Technology

Victory Giant Technology (HuiZhou) Co., Ltd.
勝宏科技（惠州）股份有限公司

**THE 2026 FIRST TRANCHE A SHARE
EMPLOYEE SHARE OWNERSHIP PLAN**

(DRAFT)

July 2026

STATEMENT

The Company and all members of the Board warrant that the contents of the ESOP are true, accurate and complete, and contain no false representations, misleading statements or material omissions.

RISK REMINDERS

1. This ESOP shall only be implemented after being approved by the Shareholders' meeting of the Company. There is uncertainty as to whether this ESOP will be approved by the Shareholders' meeting of the Company.
2. The source of funds, amount of capital contribution, implementation plan, etc., for this ESOP are preliminary results, and there is uncertainty as to whether the implementation can be completed.
3. If the employee subscription funds are low, there is a risk that this ESOP may be smaller than the expected scale or may not be established.
4. The final purchase of the Company's A-share ordinary shares under this ESOP shall be subject to the actual implementation and there is uncertainty.
5. The relevant management agreements for this ESOP have not yet been entered into and there is uncertainty.

Investors are advised to make prudent decisions and be aware of the investment risks.

SPECIAL REMINDERS

1. The 2026 First Tranche A Share Employee Share Ownership Plan of Victory Giant Technology (HuiZhou) Co., Ltd. (hereinafter referred to as the “**ESOP**” or the “**Plan**”) was formulated by Victory Giant Technology (HuiZhou) Co., Ltd. (hereinafter referred to as the “**Company**” or “**Victory Giant Technology**”) in accordance with the Company Law of the People’s Republic of China (hereinafter referred to as the “**Company Law**”), the Securities Law of the People’s Republic of China (hereinafter referred to as the “**Securities Law**”), the Guiding Opinions on the Pilot Program of Employee Stock Ownership Plans Implemented by Listed Companies (hereinafter referred to as the “**Guiding Opinions**”), the Self-Regulatory Guidelines for Listed Companies of the Shenzhen Stock Exchange No. 2 – Standardized Operation of ChiNext Listed Companies and other relevant laws, administrative regulations, departmental rules, normative documents and the Articles of Association of Victory Giant Technology (HuiZhou) Co., Ltd.
2. This ESOP follows the principles of legal compliance, voluntary participation and risk self-assumption, and there are no instances of apportionment or forced allocation or other circumstances that force employees to participate in the ESOP.
3. The participants of this ESOP include Directors, senior management, core management personnel and core business and technical personnel of the Company, including certain foreign employees (including those from Hong Kong, Macau and Taiwan). The total number of employees intending to participate in this ESOP shall not exceed 564, including 4 Directors and senior management personnel of the Company. The specific number of participants shall be determined based on the actual payment by employees.
4. This ESOP intends to raise an aggregate fund amount not exceeding RMB700 million, with “units” as the subscription denomination, and each unit is RMB1, meaning that the total number of units under this ESOP shall not exceed 700 million units.

This ESOP intends to achieve a ratio of financing funds to self-raised funds not exceeding 1:1 through methods permitted by laws and regulations such as margin financing and securities lending, meaning the amount of financing from financial institutions shall not exceed RMB350 million. The financial leverage ratio complies with the relevant provisions of the Guiding Opinions on Regulating the Asset Management Business of Financial Institutions (Yin Fa [2018] No. 106), the Administrative Measures for Private Asset Management Business of Securities and Futures Operating Institutions (CSRC Order No. 203), the Provisions on the Operation and Administration of Private Asset Management Plans of Securities and Futures Operating Institutions (CSRC Announcement [2023] No. 2), the Implementation Rules for Margin Financing and Securities Lending of the Shenzhen Stock Exchange (2023 Revision), and other related regulations.

5. The source of shares under this ESOP shall be shares of the Company acquired through purchases from the secondary market (including but not limited to a negotiated transfer from designated Shareholders, block trades, centralized bidding transactions and margin financing and securities lending) or other means permitted by laws and regulations. This ESOP shall complete the purchase of the Subject Shares within 6 months after being approved by the Shareholders' meeting, and shall announce, on a monthly basis, the specific details of the share purchases, including the time, quantity, price and method.

The assets of the self-raised funds and financing funds under this ESOP will be operated on a combined basis. Due to the adoption of margin financing and securities lending, the gains or losses of the self-raised funds will be amplified. If the market declines, the decline in the net value of the self-raised funds may be greater than the decline in the Company's Share price, and there is a risk of forced liquidation.

6. Upon implementation of this ESOP, the total number of the Company's Shares held by all valid ESOPs of the Company shall not exceed 10% of the total share capital of the Company in aggregate, and the total number of Shares corresponding to the ESOP units held by a single employee shall not exceed 1% of the total share capital of the Company. The total number of Shares held under the ESOP does not include Shares acquired by employees prior to the Company's initial public offering, Shares purchased by employees on their own through the secondary market, or Shares acquired through equity incentives. The ultimate purchase of the Subject Shares is subject to actual implementation and remains uncertain.
7. Upon approval at the Shareholders' meeting, this ESOP shall, after its establishment, be managed by the Company itself or by a qualified professional institution entrusted by the Company through the establishment of an asset management plan.
8. The duration of the ESOP shall be 60 months, commencing from the date of approval by the Shareholders' meeting and the Company's announcement of the registration of the last batch of Subject Shares under the name of this ESOP, and may be extended upon expiry of the duration; upon expiry of the lock-up period of the Subject Shares under the ESOP and when all assets of the ESOP are in cash, the ESOP may be terminated early with the consent of the Management Committee. The term of the ESOP may be extended before its expiry, subject to the approval by Holders representing more than two-thirds of the units present at a Holders' meeting and the review and approval by the Board of the Company. The lock-up period for the ESOP shall be 12 months, commencing from the date of the Company's announcement of the transfer of the last batch of Subject Shares to the name of this ESOP.

9. Prior to the implementation of this ESOP, the Company shall solicit opinions from employees through the employee representative congress; after the Board reviews and approves this ESOP, the Company shall issue a notice to convene a Shareholders' meeting to consider this ESOP. The remuneration and appraisal committee of the Board shall express its clear opinion on this ESOP. This ESOP shall only be implemented after being considered and approved by the Shareholders' meeting of the Company.
10. This ESOP voluntarily waives the voting rights of the Shares held, and the Holders of this Plan also voluntarily waive the voting rights of the Company's Shares indirectly held due to participation in this Plan.
11. The financial, accounting treatment and tax issues related to the Company's implementation of this ESOP shall be handled in accordance with relevant financial systems, accounting standards and tax regulations.
12. The implementation of this ESOP will not result in the Company's shareholding distribution failing to comply with the listing requirements.

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DEFINITIONS

In this ESOP, unless otherwise indicated, the following terms shall have the following meanings:

“the Company, Victory Giant Technology”	Victory Giant Technology (HuiZhou) Co., Ltd.
“ESOP, this Plan”	the 2026 First Tranche A Share Employee Share Ownership Plan of the Company
“Holder(s)”	Participants of the ESOP
“Subject Share(s)”	the A-share ordinary shares of Victory Giant Technology publicly issued, which are transferred to and held by this ESOP through lawful means
“ESOP Management Committee/ Management Committee”	Management Committee for the Company’s ESOP
“Management Institution”	a third-party professional asset management institution that is either managed by the Company itself or entrusted by the Company, possesses the asset management qualifications required by laws and regulations, and accepts the entrustment of the share ownership plan to provide asset management services
“CSRC”	China Securities Regulatory Commission
“Shenzhen Stock Exchange”	Shenzhen Stock Exchange
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Company Law”	the Company Law of the People’s Republic of China
“Securities Law”	the Securities Law of the People’s Republic of China
“Guiding Opinions”	the Guiding Opinions on the Pilot Program of Employee Stock Ownership Plans Implemented by Listed Companies

“Guidelines No. 2” the Self-Regulatory Guidelines for Listed Companies of the Shenzhen Stock Exchange No. 2 – Standardized Operation of ChiNext Listed Companies

“Articles of Association” the Articles of Association of Victory Giant Technology (HuiZhou) Co., Ltd.

“RMB” Renminbi Yuan

Special note: Certain figures set out in this ESOP may, due to rounding, differ slightly in the last digit from those directly calculated from the relevant individual figures.

I. PURPOSE OF THE ESOP

After fully soliciting opinions from employees, and based on confidence in the Company's long-term development, the Company has formulated the ESOP in accordance with the Company Law, the Securities Law, the Guiding Opinions, Guidelines No. 2 and other relevant laws, administrative regulations, rules, normative documents, and the provisions of the Articles of Association, to enhance employee cohesion, attract and retain outstanding management personnel and key business personnel.

The ESOP can effectively promote the implementation of a long-term and stable talent development strategy of the Company, demonstrate the concept of continuous common development between the Company and individuals, motivate managers and employees, and actively facilitate the balancing of Shareholders' interests and employees' interests.

Employees of the Company voluntarily, lawfully and compliantly participate in the Plan, holding the Company's Shares for the purpose of establishing and improving a benefit-sharing mechanism between employees and owners, improving the corporate governance standards of the Company, enhancing the competitiveness of the Company and promoting the long-term, sustainable and healthy development of the Company.

II. BASIC PRINCIPLES OF THE ESOP**(I) Principle of legal compliance**

The Company shall implement the ESOP strictly in accordance with the procedures stipulated by laws and administrative regulations, and shall conduct information disclosure truthfully, accurately, completely and in a timely manner. No person shall use the ESOP to engage in securities fraud, such as insider trading or manipulation of the securities market.

(II) Principle of voluntary participation

The Company's implementation of the ESOP shall adhere to the Company's independent decision-making, with employees participating voluntarily. The Company shall not compel employees to participate in the ESOP through methods such as apportionment or forced allocation.

(III) Principle of risk self-assumption

Participants in the ESOP shall bear their own profits and losses and assume their own risks, and shall have equal rights and interests with other investors.

III. PARTICIPANTS AND DETERMINATION CRITERIA OF THE ESOP**(I) Legal basis and determination criteria for determining participants in the ESOP**

Pursuant to the relevant provisions of the Company Law, the Securities Law, the Guiding Opinions and other relevant laws, regulations, normative documents and the Articles of Association, participants in the ESOP must all be employees of the Company or its subsidiaries (including re-employed retirees).

In the event of any of the following circumstances, a person shall not be eligible to be a Holder if he/she:

1. has been publicly censured or declared an unsuitable person by a stock exchange within the last three years;
2. has received an administrative penalty from the CSRC for a major violation of laws and regulations within the last three years;
3. has, within the last three years, caused severe impairment to the Company's interests, reputation and image due to acts violating national laws and regulations, such as divulging national or corporate secrets, corruption, theft, embezzlement, accepting bribes, offering bribes, negligence of duty or malfeasance, or due to acts violating public order, good morals, professional ethics and conduct;
4. falls under circumstances determined by the Board under which a person cannot become a Holder of the ESOP;
5. falls under other circumstances as stipulated in relevant laws, regulations or normative documents under which a person cannot become a Holder of the ESOP.

(II) Information on Holders of the ESOP

The participants of this ESOP include Directors, senior management, core management personnel and core business and technical personnel of the Company, including certain foreign employees (including those from Hong Kong, Macau and Taiwan). The total number of employees intending to participate in this ESOP shall not exceed 564, including a total of 4 Directors and senior management personnel of the Company. The specific number of participants shall be determined based on the actual payment by employees.

Participants shall adhere to the principles of legal compliance, voluntary participation and risk self-assumption when participating in the ESOP. The specific list of participants shall be determined by the Board of the Company, the Remuneration and Appraisal Committee of the Board of the Company shall verify the participants of the Plan. The Company shall engage lawyers to issue an opinion on whether the participants, sources of funds and Shares, term and scale, management model and other matters comply with relevant laws and regulations, the Articles of Association and the ESOP.

The details of the Holders and their respective holding percentages under the ESOP are as follows:

No.	Name	Position	Proposed subscription cap (10,000 units)	Percentage of this ESOP
1	Liu Chunlan	Director	1,000.00	1.43%
2	Zhao Qixiang	Director, president	1,000.00	1.43%
3	Chen Yong	Director, vice president	800.00	1.14%
4	Zhu Guoqiang	Chief financial officer	1,000.00	1.43%
Subtotal for Directors and senior management (4 persons)			3,800.00	5.43%
Core management personnel and core business and technical personnel of the Company (560 persons)			66,200.00	94.57%
Total			70,000.00	100.00%

Note 1: The Board of the Company may adjust the list of participants and their subscription units based on the actual payment status of employees. The final number of participants, the list of participants and the subscription units under the ESOP shall be determined by the actual payment status of employees.

Note 2: The number of Subject Shares purchased under this Plan, together with the total number of Shares held by all valid ESOPs of the Company shall not exceed 10% of the total share capital of the Company in aggregate, and the total number of Shares corresponding to the ESOP units held by a single employee shall not exceed 1% of the total share capital of the Company.

Note 3: The Holders of this Plan include certain foreign employees, who play important roles in key positions such as overseas market development, technical support, product research and development, and after-sales service. The Company's inclusion of these foreign personnel in this Plan will further promote the building of the Company's international team and maintain the Company's competitive advantage in the market.

The participants in this ESOP include Ms. Liu Chunlan and Mr. Chen Yong. Ms. Liu Chunlan is the spouse of Mr. Chen Tao, a person acting in concert with the controlling Shareholder, and the de facto controller of the Company. Mr. Chen Yong is the brother of Mr. Chen Tao, a person acting in concert with the controlling Shareholder, and the de facto controller of the Company. The reasons for their inclusion in this ESOP of the Company are as follows: Ms. Liu Chunlan, as a Director of the Company, and Mr. Chen Yong, as a Director and vice president of the Company, participate in the decision-making of various major matters of the Company and play a significant role in the Company's operation, management and development strategy. The aforementioned personnel, as participants, are consistent with the actual circumstances of the Company, comply with the principles for determining participants under this ESOP, and comply with the provisions of the Company Law, the Securities Law, the Guiding Opinions and other laws, regulations, normative documents and the Articles of Association, and there is no circumstance that harms the legitimate rights and interests of the minority Shareholders of the Company.

IV. FUNDING SOURCES, SHARE SOURCES, PURCHASE PRICE AND SCALE OF THE ESOP

(I) Funding sources of the ESOP

The total amount of funds to be raised under this ESOP shall not exceed RMB700 million, of which the total amount of self-raised funds by employees through legal and compliant means such as remuneration shall not exceed RMB350 million. The ratio of financing funds to self-raised funds shall not exceed 1:1 through means permitted by laws and regulations such as margin financing and securities lending, meaning the financing amount shall not exceed RMB350 million.

The listed company does not provide financial assistance to employees or guarantees for their loans.

(II) Share sources of the ESOP

The source of Shares for the ESOP shall be the Company's Shares acquired through purchases from the secondary market, including but not limited to a negotiated transfer from designated Shareholders, block trades, centralized bidding transactions and margin financing and securities lending, or other means permitted by laws and regulations. This ESOP shall complete the purchase of the Subject Shares within 6 months after being approved by the Shareholders' meeting, and shall announce, on a monthly basis, the specific details of the Share purchases, including the time, quantity, price, and method.

(III) Purchase price of the ESOP

The price at which the Subject Shares are purchased under this ESOP through the secondary market shall be determined by the secondary market price.

(IV) Scale of the ESOP

Based on the closing price of the Company's Shares on July 17, 2026 of RMB241.50 per Share, the number of Shares to be purchased from the secondary market under this ESOP shall not exceed 2,898,500 Shares, representing approximately 0.2949% of the Company's total share capital as at the announcement date of the draft of this ESOP. The maximum number of Shares of Victory Giant Technology that can be purchased and held under this ESOP is 2,898,500 Shares, representing approximately 0.2949% of the Company's total share capital as at the announcement date of the draft of this ESOP. The final Share purchase price and number under this ESOP shall be subject to the actual trading results.

The number of Subject Shares purchased under this Plan, together with the total number of Shares held by all valid ESOPs of the Company shall not exceed 10% of the total share capital of the Company in aggregate, and the total number of Shares corresponding to the ESOP units held by a single employee shall not exceed 1% of the total share capital of the Company. The total number of Shares held under the ESOP does not include Shares acquired by employees prior to the Company's initial public offering, Shares purchased by employees on their own through the secondary market, or Shares acquired through equity incentives. The ultimate purchase of the Subject Shares is subject to actual implementation and remains uncertain.

V. DURATION OF THE ESOP AND LOCK-UP PERIOD OF THE SUBJECT SHARES INVOLVED**(I) Duration of the ESOP**

1. The duration of the ESOP shall be 60 months, commencing from the date on which the draft of this ESOP is approved by the Shareholders' meeting of the Company and the Company's announcement of the registration of the last batch of Subject Shares into the account of this ESOP. The duration may be extended upon its expiry.
2. When the lock-up period for the Subject Shares involved in the ESOP expires, and all assets of the ESOP are in cash, the ESOP may be terminated early with the consent of the Management Committee.
3. The duration of the ESOP may be extended before its expiry, subject to the approval by Holders representing more than two-thirds of the units present at the Holders' meeting and the review and approval by the Board of the Company.

(II) Lock-up period of the ESOP

1. The lock-up period for the Subject Shares purchased under the ESOP shall be 12 months, commencing from the date of the Company's announcement of the transfer of the last batch of Subject Shares to the name of this ESOP.

2. Upon expiration of the lock-up period, the Management Committee and the Management Institution shall decide whether to sell the Shares based on the arrangements of the ESOP and market conditions.
3. The ESOP shall strictly comply with market trading rules and the regulations of the CSRC, the Shenzhen Stock Exchange and the Hong Kong Stock Exchange regarding the prohibition of trading shares during sensitive information periods:
 - (1) within 15 days prior to the announcement of the Company's annual report and semi-annual report; if the announcement date of the periodic report is postponed for special reasons, the period shall commence from 15 days prior to the originally scheduled announcement date;
 - (2) within 5 days before the announcement of the Company's quarterly reports, results forecasts and preliminary financial results;
 - (3) within 60 days on and before the date of publication of the Company's annual results, or from the date of the end of the relevant financial year to the date of publication of the results, whichever is shorter;
 - (4) within 30 days on and before the date of publication of the Company's quarterly results and half-yearly results, or from the end of the relevant quarterly or half-yearly period to the date of publication of the results, whichever is shorter;
 - (5) from the date of occurrence of a major event that may have a material impact on the trading price of the Company's Shares and their derivatives, or during the decision-making process, until the statutory disclosure date;
 - (6) other periods stipulated by the CSRC, the Shenzhen Stock Exchange and the Hong Kong Stock Exchange;
 - (7) other circumstances where the trading of the Company's Shares is prohibited as stipulated in laws and regulations.

Should there be any changes to relevant laws, administrative regulations, departmental rules or normative documents in the future, the trading restrictions under this Plan shall automatically apply the amended relevant provisions.

4. During the lock-up period, if the Company converts capital reserve into share capital or distributes bonus shares, the newly acquired Shares shall also be locked up and shall not be sold in the secondary market or transferred by other means. The unlock period for such Shares shall be the same as that for the corresponding Shares.

VI. METHOD OF PARTICIPATION IN COMPANY FINANCING BY THE ESOP DURING ITS DURATION

During the duration of the ESOP, when the Company raises funds through methods such as rights issues, additional share offerings or convertible bonds, the Management Institution and the Management Committee shall discuss whether to participate in the financing and the solutions for the funds, and submit the same to the Holders' meeting for deliberation.

VII. AMENDMENT, TERMINATION AND DISPOSAL OF HOLDERS' INTERESTS UNDER THE ESOP**(I) Amendment to the ESOP**

During its duration, any amendment to the ESOP shall be subject to the approval of Holders representing more than two-thirds of the units present at the Holders' meeting, and shall only be organized and implemented after being submitted to and approved by the Board of the Company.

(II) Termination of the ESOP

1. The ESOP shall automatically terminate upon the expiration of its duration if not extended;
2. The ESOP may be terminated early with the consent of the Management Committee when the lock-up period for the Subject Shares involved in the ESOP expires and all assets of the ESOP are in cash.
3. If this ESOP fails to purchase any Subject Shares within 6 months after its approval by the Shareholders' meeting, this ESOP shall automatically terminate early.
4. Save for the foregoing circumstances, if this ESOP needs to be terminated early, it shall be subject to the approval by Holders representing more than two-thirds of the units present at the Holders' meeting, and shall be submitted to the Board of the Company for review and approval.

(III) Disposal of Holders' Interests under the ESOP

1. During the duration, unless otherwise provided by laws, administrative regulations or departmental rules, the ESOP units held by a Holder shall not be withdrawn or used for mortgage, pledge, guarantee or debt repayment.

2. During the duration, the ESOP units held by a Holder shall not be transferred without the consent of the Management Committee. Any transfer made without the consent of the Management Committee shall be null and void; however, if any of the following circumstances occurs, the Management Committee shall have the right to disqualify such Holder from participating in the ESOP, and all interests in the ESOP held by such Holder shall, from the date of the occurrence of the conditions stipulated in this clause, be compulsorily transferred at the subscription cost to other transferees qualified to participate in this Plan as determined by the Management Committee, or the benefits of the units held by such Holder shall be shared pro rata by other Holders:
 - (1) the Holder resigns or leaves his/her position without authorization;
 - (2) the Holder refuses to renew the labor or service contract with the Company or its subsidiaries upon expiration of such contract;
 - (3) the Company or its subsidiaries fail to renew the labor or service contract with the Holder after its expiration;
 - (4) the Holder's labor or service contract is terminated by the Company or its subsidiaries due to a violation of laws, administrative regulations or the rules and regulations of the Company;
 - (5) the Holder commits a material fault leading to his/her disqualification from participating in the ESOP.
3. Circumstances where the interests held by the Holder remain unchanged:
 - (1) during the duration, if a Holder's position changes but they still meet the participation conditions, his/her interests in the ESOP shall remain unchanged;
 - (2) during the duration, if a Holder retires or loses the ability to work, his/her interests in the ESOP shall remain unchanged;
 - (3) if a Holder dies during the duration, the ESOP units held by such Holder shall remain unchanged and shall be inherited and continue to be enjoyed by his/her legal heirs;
 - (4) other circumstances as determined by the Management Committee.

(IV) Methods of Disposal for Shares held by employees upon expiry of the ESOP

When the duration of the ESOP expires or is terminated early, the Management Committee, authorized by the Holders' meeting, shall complete the liquidation after deducting relevant taxes and fees in accordance with the law, and distribute the assets according to the units held by the Holders. This ESOP may conduct interim distributions, and the specific distribution plan shall be formulated by the Management Committee and implemented after its review and approval.

Upon the expiration of the duration of the ESOP, if the assets held by the ESOP still include Subject Shares, the Management Committee shall determine the disposal method.

VIII. MANAGEMENT MODEL OF THE ESOP

The Holders' meeting shall be the highest internal management authority for this ESOP. The Holders' meeting shall be composed of all Holders of this ESOP. The Holders' meeting shall elect a Management Committee, which shall be responsible for the daily administration of this ESOP and supervise its operation.

The Management Committee shall directly manage, or entrust a Management Institution with the requisite management qualifications to manage, the purchase of the Subject Shares, and shall exercise Shareholder rights other than voting rights, including dividend rights, pre-emptive rights, etc., on behalf of the Holders of this ESOP.

(I) Holders' meeting

1. Participants in the ESOP shall become Holders of the Plan upon subscribing for units in the Plan, and the Holders' meeting shall be the highest internal management authority of the ESOP. All Holders shall have the right to attend Holders' meetings. Directors and senior management of the Company who participate in this ESOP shall voluntarily waive their rights to propose and vote at a Holders' meeting.

Holders may attend and vote at a Holders' meeting in person, or may appoint a proxy to attend and vote on their behalf. The travel and accommodation expenses of the Holders and their proxies for attending a Holders' meeting shall be borne by the Holders themselves.

2. The Holders' meeting shall exercise the following functions and powers:
 - (1) to elect and remove members of the Management Committee;
 - (2) to consider amendments to the ESOP, or the extension of its duration;

- (3) to consider whether to participate in financing and the funding solution when the Company raises funds during the duration through means such as rights issues, additional share offerings, convertible bonds, etc.;
 - (4) to authorize the Management Committee to implement and supervise the daily administration of the ESOP;
 - (5) to authorize the Management Committee to exercise the Shareholder rights corresponding to the assets of the ESOP;
 - (6) to authorize the Management Committee to be responsible for liaison with the Management Institution;
 - (7) other matters that the Management Committee considers necessary to be considered at a Holders' meeting;
 - (8) to authorize the Management Committee to manage the assets of the ESOP accounts (including but not limited to investing idle funds of the ESOP in low-risk wealth management products such as reverse repurchase agreements for government bonds and money market funds);
 - (9) other functions and powers of the Holders' meeting as stipulated by laws, administrative regulations, rules and normative documents.
3. The first Holders' meeting shall be convened and presided over by the Chairman of the Company, and subsequent Holders' meetings shall be convened by the Management Committee and presided over by the director of the Management Committee. When the director of the Management Committee is unable to perform his/her duties, he/she shall designate a member of the Management Committee to preside.
4. When convening a Holders' meeting, the convener of the meeting shall deliver a written notice of meeting to all Holders 5 days in advance by hand, mail, fax, email or other means. The written notice of the meeting shall include at least the following information:
- (1) the time and venue of the meeting;
 - (2) the form of the meeting;
 - (3) matters to be considered (meeting proposals);
 - (4) the meeting convener and chairperson, the proposer of an extraordinary meeting and their written proposal;

- (5) the meeting materials necessary for voting at the meeting;
- (6) the requirement for Holders to attend the meeting in person or to appoint other Holders to attend the meeting on their behalf;
- (7) the contact person and contact details;
- (8) the date on which the notice is given.

In case of emergency, a Holders' meeting may be convened by oral notice. Oral notice shall at least include the details of items (1), (2) above and an explanation of the urgent need to convene a Holders' meeting as soon as possible.

5. Voting procedures of the Holders' meeting:

- (1) after thorough discussion of each proposal, the chairperson of the meeting shall put it to a vote by the attending Holders in a timely manner. The chairperson may also decide to submit all proposals to the attending Holders for voting after discussions at the meeting are concluded, with voting to be conducted by written ballot.
- (2) the Holders of this ESOP shall enjoy voting rights in proportion to the units they hold, with each plan unit having one vote.
- (3) the voting intentions of the Holders shall be classified as in favor, against and abstention. The Holders present at the meeting shall select one of the voting options, and any vote with no selection or more than two selections will be deemed as abstention. Any Holder who leaves during the course of the meeting without indicating any voting options shall be deemed as abstention from voting. Any vote made after the host announces the voting result or after the prescribed voting time shall not be counted.
- (4) the chairperson of the meeting shall announce the onsite voting results on site. Each resolution shall be deemed passed if approved by Holders attending the meeting holding more than 50% (excluding 50%) of the units (except for circumstances requiring approval by more than two-thirds of the units as stipulated by laws and regulations), thereby forming a valid resolution of the Holders' meeting.

- (5) where resolutions of the Holders' meeting are required to be submitted to the Board and the Shareholders' meeting of the Company for deliberation, they shall be submitted to the Board and the Shareholders' meeting of the Company for deliberation in accordance with the provisions of the Articles of Association.
 - (6) the chairperson of the meeting shall be responsible for arranging personnel to properly record the Holders' meeting.
- 6. Holders who individually or in aggregate hold more than 30% of the units of the ESOP may submit ad hoc proposals to the Holders' meeting, which ad hoc proposals shall be submitted to the Management Committee 3 days prior to the convening of the Holders' meeting.
- 7. Holders who individually or in aggregate hold more than 30% of the units of the ESOP may propose to convene a Holders' meeting.

(II) Management Committee

- 1. The ESOP shall establish a Management Committee, which shall be the daily supervision and management body of the ESOP.
- 2. The Management Committee shall consist of 3 members, including 1 director of the Management Committee. Members of the Management Committee shall all be elected by a Holders' meeting, and the director of the Management Committee shall be elected by the Management Committee by a majority vote of all its members; however, Directors and senior management personnel of the Company shall not be elected as members of the Management Committee. The term of office for members of the Management Committee shall be the duration of the ESOP.
- 3. Members of the Management Committee shall comply with the provisions of laws, administrative regulations and the Administrative Measures, and shall owe the following fiduciary duties to the ESOP:
 - (1) shall not accept bribes or other illegal income by taking advantage of their positions, and shall not embezzle the property of the ESOP;
 - (2) shall not misappropriate funds of the ESOP;
 - (3) shall not deposit the assets or funds of the ESOP in accounts opened in their personal name or in the name of other individuals without the consent of the Holders' meeting;

- (4) shall not lend the funds of the ESOP to others, nor use the assets of the ESOP to provide guarantees for others without the consent of the Holders' meeting;
 - (5) shall not take advantage of their functions and powers to prejudice the interests of the ESOP;
 - (6) shall not make unauthorized disclosure of business secrets related to the ESOP;
 - (7) other obligations stipulated by laws, administrative regulations, departmental rules and the Administrative Measures. Members of the Management Committee who breach their duty of loyalty and cause losses to the ESOP shall be liable for compensation.
4. The Management Committee shall exercise the following duties:
- (1) to be responsible for convening Holders' meetings;
 - (2) to supervise the daily management of the ESOP on behalf of all Holders;
 - (3) to exercise Shareholder rights on behalf of all Holders or authorize the Management Institution to exercise Shareholder rights;
 - (4) to be responsible for liaison with the Management Institution;
 - (5) to represent or authorize the Company to represent the ESOP to execute relevant agreements and contracts with external parties;
 - (6) to manage the distribution of benefits under the ESOP;
 - (7) to decide on the attribution of abandoned units and compulsorily transferred units under the ESOP;
 - (8) to process the registration of inheritance of ESOP units;
 - (9) to be responsible for the arrangements for the reduction of holdings under the ESOP;
 - (10) to resolve to early terminate the ESOP in accordance with the provisions of this Plan;
 - (11) to be responsible for managing the assets of the ESOP accounts (including but not limited to investing the idle funds of the ESOP in low-risk products such as reverse repurchase agreements for government bonds and money market funds);

- (12) other duties authorized by the Holders' meeting.
5. The director of the Management Committee shall exercise the following functions and powers:
- (1) to preside over Holders' meetings and to convene and preside over meetings of the Management Committee;
 - (2) to supervise and inspect the implementation of resolutions of the Holders' meeting and the Management Committee;
 - (3) other powers conferred by the Management Committee.
6. The Management Committee shall convene meetings from time to time, which shall be called by the director of the Management Committee, with notice given to all members of the Management Committee 1 day prior to the meeting.
7. More than one-third of the members of the Management Committee may propose to convene an extraordinary meeting of the Management Committee. The director of the Management Committee shall convene and preside over a meeting of the Management Committee within 5 days from the date of receiving such proposal.
8. The Management Committee shall notify all members of the Management Committee of an extraordinary meeting of the Management Committee at least 1 day prior to the meeting by means of in-person notification, telephone, email, fax, SMS or other means. The notice of Management Committee meetings shall include the following:
- (1) the time and venue of the meeting;
 - (2) purpose and agenda;
 - (3) the date on which the notice is given.
9. Meetings of the Management Committee shall be held only if more than half of the members of the Management Committee are present. Resolutions made by the Management Committee must be passed by a majority of all members of the Management Committee. Voting on resolutions of the Management Committee shall be conducted on a one-person, one-vote basis, and the voting method shall be by recorded ballot. Provided that the members of the Management Committee can fully express their opinions, the Management Committee meetings can be held and resolutions can be made by way of fax which shall be signed by the members of the Management Committee attending the meeting.

10. Meetings of the Management Committee shall be attended by the members of the Management Committee in person; if a member of the Management Committee is unable to attend for any reason, he or she may appoint another member of the Management Committee in writing to attend on his or her behalf. The power of attorney shall state the name of the proxy, the matters to be represented, the scope of authority and the period of validity, and shall be signed or sealed by the appointing member. A member of the Management Committee who attends the meeting on behalf of another member shall exercise the rights of that member of the Management Committee within the scope of authorization.

If a member of the Management Committee fails to attend and fails to appoint a representative to attend a Management Committee meeting, he or she shall be deemed to have waived the voting right at that meeting.

11. The Management Committee shall prepare minutes of the decisions made on matters discussed at the meeting, and the members of the Management Committee attending the meeting shall sign the minutes.

(III) Holders

1. The rights of the Holders are as follows:
 - (1) to be entitled to the assets and proceeds of this ESOP in proportion to the units held under their names;
 - (2) to attend the Holders' meeting in accordance with the provisions of the ESOP and exercise voting rights on matters under deliberation in proportion to the units held;
 - (3) to supervise the management of the ESOP, and propose suggestions or raise inquiries;
 - (4) other rights stipulated by laws, administrative regulations and departmental rules.
2. The obligations of the Holders are as follows:
 - (1) during the duration of the ESOP, unless otherwise provided in this ESOP, Holders shall not transfer their units in this Plan, nor shall they apply to withdraw from this ESOP. All Plan units registered under a Holder's name shall be deemed to be held by that Holder, and the Holder shall not hold units on behalf of others;

- (2) to comply with the ESOP, fulfill all commitments made for participating in the ESOP, and fully contribute the capital contribution amount by the ESOP employees as committed within the agreed period. If a Holder fails to pay their subscription funds on time and in full, it shall be deemed an automatic waiver of their subscription rights, and the Board authorizes the Management Committee to adjust the list of Holders and their subscription units based on the actual payment status of the employees, and the final number of Holders, the list and the units subscribed under this ESOP shall be determined based on the employees' actual execution of the ESOP Subscription Agreement and their final payment status;
- (3) to comply with the relevant agreements entered into by Victory Giant Technology on behalf of the ESOP and the Management Institution;
- (4) to bear the contingent risks of the ESOP in proportion to the units of the ESOP held under their names;
- (5) to bear, in proportion to the units of the ESOP held under their names, the statutory share transaction taxes and fees at the time of Share disposal when the unlocking conditions are met, and to bear all taxes stipulated by national and other relevant laws and regulations arising from participation in the ESOP and from the disposal of the Shares after the unlocking conditions are met;
- (6) to perform other obligations stipulated by laws, administrative regulations, departmental rules and the ESOP.

**IX. APPOINTMENT OF THE MANAGEMENT INSTITUTION FOR THE ESOP, THE
MANAGEMENT AGREEMENT AND MANAGEMENT FEES**

(I) Appointment of the Management Institution

Upon its establishment, this ESOP may be self-managed or entrusted to professional institutions with management qualifications, such as asset Management Institutions, for management. The Company shall, on behalf of this ESOP, enter into relevant management agreements with professional Management Institutions.

(II) Principal terms of the management contracts (subject to the contracts finally executed)

As of the date of announcement of this ESOP, no asset management contracts or related agreement documents have been drafted or executed. Upon execution of the contract and related agreement documents, the Company will make a further announcement on the subsequent progress of this matter.

(III) Accrual and payment methods of management fees

The management fees, custody fees and other related fees of this ESOP, and the payment methods thereof, shall be subject to the relevant agreements to be finally executed.

(IV) Taxation

The tax obligations of each taxpayer entity involved in the operation of the entrusted assets shall be performed in accordance with national tax laws and regulations. Among which, for VAT-taxable activities occurring during the operation of the entrusted assets, where the manager is the VAT taxpayer, the VAT shall be borne in full by the entrusted assets.

X. IMPLEMENTATION PROCEDURES FOR THE ESOP

- (I) The Board of the Company shall be responsible for formulating the draft ESOP.
- (II) Before implementing an ESOP, the Company shall fully solicit opinions from employees through organizations such as the employee representative congress.
- (III) The Board shall consider and approve the draft ESOP. When the Board considers this ESOP, any Director who is related to this ESOP shall abstain from voting. The remuneration and appraisal committee of the Board shall express its opinion on whether the ESOP is conducive to the sustainable development of the Company, whether it is detrimental to the interests of the Company and all Shareholders, and whether there are mandatory methods such as apportionment or forced distribution to compel employees to participate in the ESOP. The Board shall announce the Board resolution, the draft ESOP and its summary, the opinions of the remuneration and appraisal committee of the Board, etc., within 2 trading days after considering and approving the ESOP.
- (IV) The Company shall engage a law firm to issue a legal opinion on the ESOP and announce the legal opinion prior to convening the Shareholders' meeting for considering the ESOP.
- (V) Convene a Shareholders' meeting to consider the ESOP. The Shareholders' meeting shall adopt a voting method combining on-site voting and online voting, and Shareholders related to this ESOP shall abstain from voting. This ESOP may be specifically implemented after being approved by more than half of the valid voting rights represented at the Shareholders' meeting.
- (VI) Convene a Holders' meeting to elect members of the Management Committee, clarify specific matters concerning the implementation of the ESOP, and disclose the convening of the meeting and relevant resolutions in a timely manner.

- (VII) The Company shall, within 6 months after the ESOP is considered and approved by the Shareholders' meeting, complete the purchase of the Subject Shares in accordance with the arrangements of the ESOP. Before the completion of establishing positions in the Subject Shares, the progress of the implementation of the ESOP shall be announced once every month from the date of approval by the Shareholders' meeting. Within 2 trading days after the completion of the settlement of the last batch of Subject Shares, the time, quantity, percentage and other details of the acquisition of the Subject Shares shall be disclosed in the form of an interim announcement.
- (VIII) Other procedures required to be performed as stipulated by the CSRC and the stock exchanges.

XI. SPECIFIC MATTERS AUTHORIZED BY THE SHAREHOLDERS' MEETING TO THE BOARD

The Shareholders' meeting authorizes the Board to handle all matters related to the ESOP with full authority, including but not limited to the following:

- (I) To authorize the Board to handle the amendment and termination of the ESOP, including but not limited to disqualifying Holders, adding Holders, changing Holders' units, handling inheritance matters for deceased Holders, and terminating the ESOP early in accordance with the terms of the ESOP, and to authorize the Board to negotiate, execute or revise relevant agreements with the Holders.
- (II) To authorize the Board to handle matters relating to the establishment, financing, and amendment of the ESOP, including but not limited to changing the sources of funds and Shares according to the actual circumstances of the Company.
- (III) To authorize the Board to make decisions on the extension of the duration of the ESOP.
- (IV) To authorize the Board to handle matters relating to the lock-up, unlocking and reduction of holdings of Shares purchased under the ESOP.
- (V) To authorize the Board to select and appoint the Management Institution of the ESOP or to make decisions regarding changes to the Management Institution, and to negotiate, execute or revise relevant agreements with the Management Institution.
- (VI) After the Company's 2026 First Tranche A Share Employee Share Ownership Plan is considered and approved by the Shareholders' meeting, the Board of the Company shall be authorized, during the implementation year and provided that it does not violate laws and regulations, to adjust the handling methods for matters such as changes to and termination of Holders, based on various factors of the ESOP.

- (VII) To authorize the Board to interpret the Company's 2026 First Tranche A Share Employee Share Ownership Plan (Draft).
- (VIII) If there are changes in relevant laws, regulations or policies, the Board of the Company shall be authorized to make corresponding adjustments to the share ownership plan in accordance with the newly promulgated laws, regulations and policies within the implementation year.
- (IX) To authorize the Board to handle all other necessary matters in connection with the ESOP, except for such rights as are expressly required under the relevant documents to be exercised by the Shareholders' meeting.

XII. OTHER IMPORTANT MATTERS

- (I) The consideration and approval of the ESOP by the Board of the Company and Shareholders' meeting does not imply that the Holders have the right to continue serving the Company or its subsidiaries, nor does it constitute a commitment by the Company or its subsidiaries regarding the term of employment of employees. The employment relationship, labor relationship, etc., between the Company or its subsidiaries and the Holders shall continue to be governed by the labor contract/service contract/employment agreement, etc., entered into between the Company or its subsidiaries and the Holders.
- (II) Matters such as the financial, accounting treatment and taxation of implementation of the ESOP of the Company shall be carried out in accordance with the provisions of the relevant financial system, accounting standards and taxation system.
- (III) This ESOP voluntarily waives the voting rights of the Shares held; the Holders of this Plan also voluntarily waive voting rights and other rights arising from indirectly holding the Company's Shares due to participation in this Plan, retaining only the dividend rights, investment income rights and other rights of such Shares.

This ESOP involves the participation of immediate family members of the de facto controller, and Directors and senior management of the Company, thus constituting related relationships. The immediate family members of the Company's de facto controller, the Company's Directors, senior management personnel and other Holders of this ESOP shall voluntarily waive their voting rights and other rights in respect of the Company Shares indirectly held by them as a result of participating in this Plan, and shall only retain dividend rights, investment income rights and other rights in respect of such Shares. Therefore, this ESOP has no acting-in-concert arrangements with the Company's de facto controller, Directors, senior management, or other Holders under this Plan, nor is there any acting-in-concert plan. This ESOP shall abstain from voting when the Shareholders' meeting considers proposals related to transactions between the Company and participating parties such as controlling Shareholders, de facto controllers, Directors, and senior management of the Company.

If the ESOP and the members of the Management Committee are the same, the ESOP for the respective periods shall constitute a concert party relationship, and their interests shall be calculated on a consolidated basis; otherwise, the ESOP for the respective periods shall not constitute a concert party relationship.

- (IV) The right of interpretation over the ESOP belongs to the Board of the Company.
- (V) The ESOP is still subject to consideration and approval of the Shareholders' meeting of the Company.

Victory Giant Technology (HuiZhou) Co., Ltd.
July 20, 2026

Victory Giant Technology (HuiZhou) Co., Ltd.

**Management Measures of the 2026 First Tranche
A Share Employee Share Ownership Plan**

Chapter 1 General Provisions

Article 1 To regulate the implementation of the 2026 First Tranche A Share Employee Share Ownership Plan (hereinafter referred to as the “**ESOP**”) of Victory Giant Technology (HuiZhou) Co., Ltd. (hereinafter referred to as “**Victory Giant Technology**” or the “**Company**”), these Management Measures are hereby formulated in accordance with the Company Law of the People’s Republic of China (hereinafter referred to as the “**Company Law**”), the Securities Law of the People’s Republic of China (hereinafter referred to as the “**Securities Law**”), the Guiding Opinions on the Pilot Program of Employee Stock Ownership Plans Implemented by Listed Companies (hereinafter referred to as the “**Guiding Opinions**”), the Self-Regulatory Guidelines for Listed Companies of the Shenzhen Stock Exchange No. 2 – Standardized Operation of ChiNext Listed Companies and other relevant laws, administrative regulations, departmental rules, normative documents, and the Articles of Association of Victory Giant Technology (HuiZhou) Co., Ltd.

Chapter 2 Formulation of the ESOP

Article 2 Basic Principles Governing the ESOP

(I) Principle of legal compliance

The Company shall implement the ESOP strictly in accordance with the procedures stipulated by laws and administrative regulations, and shall conduct information disclosure truthfully, accurately, completely and in a timely manner. No person shall use the ESOP to engage in securities fraud, such as insider trading or manipulation of the securities market.

(II) Principle of voluntary participation

The Company’s implementation of the ESOP shall adhere to the Company’s independent decision-making, with employees participating voluntarily. The Company shall not compel employees to participate in the ESOP through methods such as apportionment or forced allocation.

(III) Principle of risk self-assumption

Participants in the ESOP shall bear their own profits and losses and assume their own risks, and shall have equal rights and interests with other investors.

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Article 3 Implementation Procedures of the ESOP

- (I) The Board of the Company shall be responsible for formulating the draft of this ESOP.
- (II) Before implementing an ESOP, the Company shall fully solicit opinions from employees through organizations such as the employee representative congress.
- (III) The Board shall consider and approve the draft ESOP. When the Board considers this ESOP, any Director who is related to this ESOP shall abstain from voting. The remuneration and appraisal committee of the Board shall express its opinion on whether the ESOP is conducive to the sustainable development of the Company, whether it is detrimental to the interests of the Company and all Shareholders, and whether there are mandatory methods such as apportionment or forced distribution to compel employees to participate in the ESOP. The Board shall announce the Board resolution, the draft ESOP and its summary, the opinions of the remuneration and appraisal committee of the Board, etc., within 2 trading days after considering and approving the ESOP.
- (IV) The Company shall engage a law firm to issue a legal opinion on the ESOP and announce the legal opinion prior to convening the Shareholders' meeting for considering the ESOP.
- (V) Convene a Shareholders' meeting to consider the ESOP. The Shareholders' meeting shall adopt a voting method combining on-site voting and online voting, and Shareholders related to this ESOP shall abstain from voting. This ESOP may be specifically implemented after being approved by more than half of the valid voting rights represented at the Shareholders' meeting.
- (VI) Convene a Holders' meeting to elect members of the Management Committee, clarify specific matters concerning the implementation of the ESOP, and disclose the convening of the meeting and relevant resolutions in a timely manner.
- (VII) The Company shall, within 6 months after the ESOP is considered and approved by the Shareholders' meeting, complete the purchase of the Subject Shares in accordance with the arrangements of the ESOP. Before the completion of establishing positions in the Subject Shares, the progress of the implementation of the ESOP shall be announced once every month from the date of approval by the Shareholders' meeting. Within 2 trading days after the completion of the settlement of the last batch of Subject Shares, the time, quantity, percentage and other details of the acquisition of the Subject Shares shall be disclosed in the form of an interim announcement.
- (VIII) Other procedures required to be performed as stipulated by the CSRC and the stock exchanges.

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Article 4 Participants of the ESOP

(I) Basis for determining participants

Pursuant to the relevant provisions of the Company Law, the Securities Law, the Guiding Opinions and other relevant laws, regulations, normative documents and the Articles of Association, participants in the ESOP must all be employees of the Company or its subsidiaries (including re-employed retirees).

In the event of any of the following circumstances, a person shall not be eligible to be a Holder if he/she:

1. has been publicly censured or declared an unsuitable person by a stock exchange within the last three years;
2. has received an administrative penalty from the CSRC for a major violation of laws and regulations within the last three years;
3. has, within the last three years, caused severe impairment to the Company's interests, reputation and image due to acts violating national laws and regulations, such as divulging national or corporate secrets, corruption, theft, embezzlement, accepting bribes, offering bribes, negligence of duty or malfeasance, or due to acts violating public order, good morals, professional ethics and conduct;
4. falls under circumstances determined by the Board under which a person cannot become a Holder of the ESOP;
5. falls under other circumstances as stipulated in relevant laws, regulations or normative documents under which a person cannot become a Holder of the ESOP.

(II) Scope of Holders of the ESOP

The participants of this ESOP include Directors, senior management, core management personnel and core business and technical personnel of the Company, including certain foreign employees (including those from Hong Kong, Macau and Taiwan). The total number of employees intending to participate in this ESOP shall not exceed 564, including a total of 4 Directors and senior management of the Company. The specific number of participants shall be determined based on the actual payment by employees.

The law firm engaged by the Company shall issue a legal opinion on whether the qualifications and other circumstances of the participants comply with relevant laws, regulations, normative documents, the Articles of Association and this ESOP.

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Article 5 Funding Sources and Share Sources, Purchase Price and Scale of the ESOP

(I) Funding sources of the ESOP

The total amount of funds to be raised under this ESOP shall not exceed RMB700 million, of which the total amount of self-raised funds by employees through legal and compliant means such as remuneration shall not exceed RMB350 million. The ratio of financing funds to self-raised funds shall not exceed 1:1 through means permitted by laws and regulations such as margin financing and securities lending, meaning the financing amount shall not exceed RMB350 million.

The listed company does not provide financial assistance to employees or guarantees for their loans.

(II) Share sources of the ESOP

The source of Shares for the ESOP shall be the Company's Shares acquired through purchases from the secondary market, including but not limited to a negotiated transfer from designated Shareholders, block trades, centralized bidding transactions and margin financing and securities lending, or other means permitted by laws and regulations. This ESOP shall complete the purchase of the Subject Shares within 6 months after being considered and approved by the Shareholders' meeting, and shall announce, on a monthly basis, the specific details of the Share purchases, including the time, quantity, price, and method.

The number of Subject Shares purchased under this Plan, together with the total number of Shares held by all valid ESOPs of the Company shall not exceed 10% of the total share capital of the Company in aggregate, and the total number of Shares corresponding to the ESOP interests held by a single employee shall not exceed 1% of the total share capital of the Company. The total number of Shares held under the ESOP does not include Shares acquired by employees prior to the Company's initial public offering, Shares purchased by employees on their own through the secondary market and Shares acquired through equity incentives. The ultimate purchase of the Subject Shares is subject to actual implementation and remains uncertain.

(III) Purchase price of the ESOP

The price at which the Subject Shares are purchased under this ESOP through the secondary market shall be determined by the secondary market price.

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(IV) Scale of the ESOP

Based on the closing price of the Company's Shares on July 17, 2026 of RMB241.50 per Share, the number of Shares to be purchased from the secondary market under this ESOP shall not exceed 2,898,500 Shares, representing approximately 0.2949% of the Company's total share capital as at the announcement date of the draft of this ESOP. The maximum number of Shares of Victory Giant Technology that can be purchased and held under this ESOP is 2,898,500 Shares, representing approximately 0.2949% of the Company's total share capital as at the announcement date of the draft of this ESOP. The final Share purchase price and number under this ESOP shall be subject to the actual trading results.

The number of Subject Shares purchased under this Plan, together with the total number of Shares held by all valid ESOPs of the Company shall not exceed 10% of the total share capital of the Company in aggregate, and the total number of Shares corresponding to the ESOP interests held by a single employee shall not exceed 1% of the total share capital of the Company. The total number of Shares held under the ESOP does not include Shares acquired by employees prior to the Company's initial public offering, Shares purchased by employees on their own through the secondary market and Shares acquired through equity incentives. The ultimate purchase of the Subject Shares is subject to actual implementation and remains uncertain.

Article 6 Duration and Lock-up Period of the ESOP

(I) Duration of the ESOP

1. The duration of the ESOP shall be 60 months, commencing from the date on which the draft of this ESOP is approved by the Shareholders' meeting of the Company and the Company's announcement of the registration of the last batch of Subject Shares into the account of this ESOP. The duration may be extended upon its expiry.
2. When the lock-up period for the Subject Shares involved in the ESOP expires, and all assets of the ESOP are in cash, the ESOP may be terminated early with the consent of the Management Committee.
3. The duration of the ESOP may be extended before its expiry, subject to the approval by Holders representing more than two-thirds of the units present at the Holders' meeting and the consideration and approval by the Board of the Company.

(II) Lock-up period of the ESOP

1. The lock-up period for the Subject Shares purchased under the ESOP shall be 12 months, commencing from the date of the Company's announcement of the transfer of the last batch of Subject Shares to the name of this ESOP.

2. Upon expiration of the lock-up period, the Management Committee and the Management Institution shall decide whether to sell the Shares based on the arrangements of the ESOP and market conditions.
3. The ESOP shall strictly comply with market trading rules and the regulations of the CSRC, the Shenzhen Stock Exchange and the Hong Kong Stock Exchange regarding the prohibition of trading shares during sensitive information periods:
 - (1) within 15 days prior to the announcement of the Company's annual report and semi-annual report; if the announcement date of the periodic report is postponed for special reasons, the period shall commence from 15 days prior to the originally scheduled announcement date;
 - (2) within 5 days before the announcement of the Company's quarterly reports, results forecasts and preliminary financial results;
 - (3) within 60 days on and before the date of publication of the Company's annual results, or from the date of the end of the relevant financial year to the date of publication of the results, whichever is shorter;
 - (4) within 30 days on and before the date of publication of the Company's quarterly results and half-yearly results, or from the end of the relevant quarterly or half-yearly period to the date of publication of the results, whichever is shorter;
 - (5) from the date of occurrence of a major event that may have a material impact on the trading price of the Company's Shares and their derivatives, or during the decision-making process, until the statutory disclosure date;
 - (6) other periods stipulated by the CSRC, the Shenzhen Stock Exchange and the Hong Kong Stock Exchange;
 - (7) other circumstances where the trading of the Company's Shares is prohibited as stipulated in laws and regulations.

In the event of any future amendment to the relevant laws, administrative regulations, departmental rules or normative documents, the trading restrictions under this Plan shall automatically apply the relevant provisions as so amended.

4. During the lock-up period, if the Company converts capital reserve into share capital or distributes bonus shares, the newly acquired Shares shall also be locked up and shall not be sold in the secondary market or transferred by other means. The unlock period for such Shares shall be the same as that for the corresponding Shares.

Chapter 3 Management of the ESOP

Article 7 Management Model of the ESOP

The Holders' meeting shall be the highest internal management authority for this ESOP. The Holders' meeting shall be composed of all Holders of this ESOP. The Holders' meeting shall elect a Management Committee, which shall be responsible for the daily administration of this ESOP and supervise its operation.

The Management Committee shall directly manage or entrust a Management Institution with the requisite management qualifications to manage, the purchase of the Subject Shares, and shall exercise Shareholder rights other than voting rights, including dividend rights, pre-emptive rights, etc., on behalf of the Holders of this ESOP.

Article 8 Holders of the ESOP

(I) The rights of the Holders are as follows:

1. to be entitled to the assets and proceeds of the ESOP in proportion to the units held under their names;
2. to attend the Holders' meeting in accordance with the provisions of the ESOP and exercise voting rights on matters under consideration in proportion to the units held;
3. to supervise the management of the ESOP, and propose suggestions or raise inquiries;
4. other rights stipulated by laws, administrative regulations and departmental rules.

(II) The obligations of the Holders are as follows:

1. during the duration of the ESOP, unless otherwise provided in the ESOP, Holders shall not transfer their units in this Plan, nor shall they apply to withdraw from this ESOP. All Plan units registered under a Holder's name shall be deemed to be held by that Holder, and the Holder shall not hold units on behalf of others;
2. to comply with the ESOP, fulfill all commitments made for participating in the ESOP, and fully contribute the capital contribution amount by the ESOP employees as committed within the agreed period. If a Holder fails to pay their subscription funds on time and in full, it shall be deemed an automatic waiver of their subscription rights, and the Board authorizes the Management Committee to adjust the list of Holders and their subscription units based on the actual payment status of the employees, and the final number of Holders, the list and the units subscribed under this ESOP shall be determined based on the employees' actual execution of the ESOP Subscription Agreement and their final payment status;

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3. to comply with the relevant agreements entered into by Victory Giant Technology on behalf of the ESOP and the Management Institution;
4. to bear the contingent risks of the ESOP in proportion to the units of the ESOP held under their names;
5. to bear, in proportion to the units of the ESOP held under their names, the statutory share transaction taxes and fees at the time of Share disposal when the unlocking conditions are met, and to bear, on their own account, all taxes stipulated by national and other relevant laws and regulations arising from participation in the ESOP and from the disposal of the Shares after the unlocking conditions of the ESOP are met;
6. other obligations stipulated by laws, administrative regulations, departmental rules and the ESOP.

Article 9 Holders' meeting

- (I) Participants in the ESOP shall become Holders of the Plan upon subscribing for units in the Plan, and the Holders' meeting shall be the highest internal management authority of the ESOP. All Holders shall have the right to attend Holders' meetings. Directors and senior management of the Company who participate in this ESOP shall voluntarily waive their rights to propose and vote at a Holders' meeting.

Holders may attend and vote at a Holders' meeting in person, or may appoint a proxy to attend and vote on their behalf. The travel and accommodation expenses of the Holders and their proxies for attending a Holders' meeting shall be borne by the Holders themselves.

- (II) The Holders' meeting shall exercise the following functions and powers:

1. to elect and remove members of the Management Committee;
2. to consider amendments to the ESOP, or the extension of its duration;
3. to consider whether to participate in financing and the funding solution when the Company raises funds during the duration through means such as rights issues, additional share offerings, convertible bonds, etc.;
4. to authorize the Management Committee to implement and supervise the daily administration of the ESOP;
5. to authorize the Management Committee to exercise the Shareholder rights corresponding to the assets of the ESOP;

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6. to authorize the Management Committee to be responsible for liaison with the Management Institution;
 7. other matters that the Management Committee considers necessary to be considered at a Holders' meeting;
 8. to authorize the Management Committee to manage the assets of the ESOP accounts (including but not limited to investing idle funds of the ESOP in low-risk wealth management products such as reverse repurchase agreements for government bonds and money market funds);
 9. other functions and powers of the Holders' meeting as stipulated by laws, administrative regulations, rules and normative documents.
- (III) The first Holders' meeting shall be convened and presided over by the Chairman of the Company, and subsequent Holders' meetings shall be convened by the Management Committee and presided over by the director of the Management Committee. When the director of the Management Committee is unable to perform his/her duties, he/she shall designate a member of the Management Committee to preside.
- (IV) When convening a Holders' meeting, the convener of the meeting shall deliver a written notice of meeting to all Holders 5 days in advance by hand, mail, fax, email or other means. The written notice of the meeting shall include at least the following information:
1. the time and venue of the meeting;
 2. the form of the meeting;
 3. matters to be considered at (meeting proposals);
 4. the meeting convener and chairperson, the proposer of an extraordinary meeting and their written proposal;
 5. the meeting materials necessary for voting at the meeting;
 6. the requirement for Holders to attend the meeting in person or to appoint other Holders to attend the meeting on their behalf;
 7. the contact person and contact details;
 8. the date on which the notice is given.

In case of emergency, a Holders' meeting may be convened by oral notice. Oral notice shall at least include the details of items (1), (2) above and an explanation of the urgent need to convene a Holders' meeting as soon as possible.

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- (V) Voting procedures of the Holders' meeting
1. After thorough discussion of each proposal, the chairperson shall put it to a vote by the attending Holders in a timely manner. The chairperson may also decide to submit all proposals to the attending Holders for voting after discussions at the meeting are concluded, with voting to be conducted by written ballot.
 2. The Holders of this ESOP shall enjoy voting rights in proportion to the units they hold, with each plan unit having one vote.
 3. The voting intentions of the Holders shall be divided into in favor, against and abstention. Attending Holders shall select one of the above intentions, failure to make a selection or selecting two or more intentions shall be deemed an abstention; a Holder who leaves the meeting midway and does not return, and has not made a selection, shall be deemed to have abstained. If a Holder votes after the announcement of the voting results by the chairperson of the meeting or after the expiry of the prescribed voting period, his/her vote shall not be counted.
 4. The chairperson of the meeting shall announce the onsite voting results at the site of the meeting. Each resolution shall be deemed passed if approved by Holders attending the meeting holding more than 50% (excluding 50%) of the units (except for circumstances requiring approval by more than two-thirds of the units as stipulated by laws and regulations), thereby forming a valid resolution of the Holders' meeting.
 5. Where resolutions of the Holders' meeting are required to be submitted to the Board and the Shareholders' meeting of the Company for consideration, they shall be submitted to the Board and the Shareholders' meeting of the Company for consideration in accordance with the provisions of the Articles of Association.
 6. The chairperson of the meeting shall be responsible for arranging personnel to properly record the Holders' meeting.
- (VI) Holders who individually or in aggregate hold more than 30% of the units of the ESOP may submit ad hoc proposals to the Holders' meeting, which ad hoc proposals shall be submitted to the Management Committee 3 days prior to the convening of the Holders' meeting.
- (VII) Holders who individually or in aggregate hold more than 30% of the units of the ESOP may propose to convene a Holders' meeting.

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A SHARE EMPLOYEE SHARE OWNERSHIP PLAN**

Article 10 ESOP Management Committee

- (I) The ESOP shall establish a Management Committee, which shall be the daily supervision and management body of the ESOP.
- (II) The Management Committee shall consist of 3 members, including 1 director of the Management Committee. Members of the Management Committee shall all be elected by a Holders' meeting, and the director of the Management Committee shall be elected by the Management Committee by a majority vote of all its members; however, Directors and senior management of the Company shall not be elected as members of the Management Committee. The term of office for members of the Management Committee shall be the duration of the ESOP.
- (III) Members of the Management Committee shall comply with the provisions of laws, administrative regulations and the Management Measures, and shall owe the following fiduciary duties to the ESOP:
1. shall not accept bribes or other illegal income by taking advantage of their positions, and shall not misappropriate the property of the ESOP;
 2. shall not misappropriate funds of the ESOP;
 3. shall not deposit the assets or funds of the ESOP in accounts opened in their personal name or in the name of other individuals without the consent of the Holders' meeting;
 4. shall not lend the funds of the ESOP to others, nor use the assets of the ESOP to provide guarantees for others without the consent of the Holders' meeting;
 5. shall not take advantage of their functions and powers to prejudice the interests of the ESOP;
 6. shall not make unauthorized disclosure of business secrets related to the ESOP;
 7. other obligations stipulated by laws, administrative regulations, departmental rules and the Management Measures. Members of the Management Committee who breach their fiduciary duties and cause losses to the ESOP shall be liable for compensation.
- (IV) The Management Committee shall exercise the following duties:
1. to be responsible for convening Holders' meetings;
 2. to supervise the daily management of the ESOP on behalf of all Holders;

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3. to exercise Shareholder rights on behalf of all Holders or authorize the Management Institution to exercise Shareholder rights;
 4. to be responsible for liaison with the Management Institution;
 5. to represent or authorize the Company to represent the ESOP to execute relevant agreements and contracts with external parties;
 6. to manage the distribution of benefits under the ESOP;
 7. to decide on the attribution of abandoned units and compulsorily transferred units under the ESOP;
 8. to process the registration of inheritance of ESOP units;
 9. to be responsible for the arrangements for the reduction of holdings under the ESOP;
 10. to resolve to early terminate the ESOP in accordance with the provisions of these Measures;
 11. to be responsible for managing the assets of the ESOP accounts (including but not limited to investing the idle funds of the ESOP in low-risk products such as reverse repurchase agreements for government bonds and money market funds);
 12. other duties authorized by the Holders' meeting.
- (V) The director of the Management Committee shall exercise the following functions and powers:
1. to preside over Holders' meetings and to convene and preside over meetings of the Management Committee;
 2. to supervise and inspect the implementation of resolutions of the Holders' meeting and the Management Committee;
 3. other functions and powers conferred by the Management Committee.
- (VI) The Management Committee shall convene meetings from time to time, which shall be called by the director of the Management Committee, with notice given to all members of the Management Committee 1 day prior to the meeting.

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- (VII) More than one-third of the members of the Management Committee may propose to convene an extraordinary meeting of the Management Committee. The director of the Management Committee shall convene and preside over a meeting of the Management Committee within 5 days from the date of receiving such proposal.
- (VIII) The Management Committee shall notify all members of the Management Committee of an extraordinary meeting of the Management Committee at least 1 day prior to the meeting by means of in-person notification, telephone, email, fax, SMS or other means. The notice of Management Committee meetings shall include the following:
1. the time and venue of the meeting;
 2. the purpose and agenda;
 3. the date on which the notice is given.
- (IX) Meetings of the Management Committee shall be held only if more than half of the members of the Management Committee are present. Resolutions made by the Management Committee must be passed by a majority of all members of the Management Committee. Voting on resolutions of the Management Committee shall be conducted on a one-person, one-vote basis, and the voting method shall be by recorded ballot. Provided that the members of the Management Committee can fully express their opinions, the Management Committee meetings can be held and resolutions can be made by way of fax which shall be signed by the members of the Management Committee attending the meeting.
- (X) Meetings of the Management Committee shall be attended by the members of the Management Committee in person; if a member of the Management Committee is unable to attend for any reason, he or she may appoint another member of the Management Committee in writing to attend on his or her behalf. The power of attorney shall state the name of the proxy, the matters to be represented, the scope of authority and the period of validity, and shall be signed or sealed by the appointing member. A member of the Management Committee who attends the meeting on behalf of another member shall exercise the rights of that member of the Management Committee within the scope of authorization.
- If a member of the Management Committee fails to attend and fails to appoint a representative to attend a Management Committee meeting, he or she shall be deemed to have waived the voting right at that meeting.
- (XI) The Management Committee shall prepare minutes of the decisions made on matters discussed at the meeting, and the members of the Management Committee attending the meeting shall sign the minutes.

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Article 11 Method of Participation in Company Financing

During the duration of the ESOP, when the Company raises funds through methods such as rights issues, additional share offerings or convertible bonds, the Management Institution and the Management Committee shall discuss whether to participate in the financing and the solutions for the funds, and submit the same to the Holders' meeting for consideration.

Chapter 4 Amendment to and Termination of the ESOP and Disposal of Holders' Interests

Article 12 Disposal of Interests during the Duration of the ESOP

(I) Amendment to the ESOP

During its duration, any amendment to the ESOP shall be subject to the approval of Holders representing more than two-thirds of the units present at the Holders' meeting, and shall only be organized and implemented after being submitted to and approved by the Board of the Company.

(II) Termination of the ESOP

1. The ESOP shall automatically terminate upon the expiration of its duration if not extended;
2. The ESOP may be terminated early with the consent of the Management Committee when the lock-up period for the Subject Shares involved in the ESOP expires and all assets of the ESOP are in cash.
3. If this ESOP fails to purchase any Subject Shares within 6 months after its approval by the Shareholders' meeting, this ESOP shall automatically terminate early.
4. Save for the foregoing circumstances, if this ESOP needs to be terminated early, it shall be subject to the approval by Holders representing more than two-thirds of the units present at the Holders' meeting, and shall be submitted to the Board of the Company for consideration and approval.

(III) Disposal of Holders' Interests under the ESOP

1. During the duration, unless otherwise provided by laws, administrative regulations or departmental rules, the ESOP interests held by a Holder shall not be withdrawn or used for mortgage, pledge, guarantee or debt repayment.

2. During the duration, the ESOP interests held by a Holder shall not be transferred without the consent of the Management Committee. Any transfer made without the consent of the Management Committee shall be null and void; however, if any of the following circumstances occurs, the Management Committee shall have the right to disqualify such Holder from participating in the ESOP, and all ESOP interests held by such Holder shall, from the date of the occurrence of the conditions stipulated in this clause, be compulsorily transferred at the subscription cost to other transferees qualified to participate in this ESOP as determined by the Management Committee, or the benefits of the units held by such Holder shall be shared pro rata by other Holders:
 - (1) the Holder resigns or leaves his/her position without authorization;
 - (2) the Holder refuses to renew the labor or service contract with the Company or its subsidiaries upon expiration of such contract;
 - (3) the Company or its subsidiaries fail to renew the labor or service contract with the Holder after its expiration;
 - (4) the Holder's labor or service contract is terminated by the Company or its subsidiaries due to a violation of laws, administrative regulations or the rules and regulations of the Company;
 - (5) the Holder commits a material fault leading to their disqualification from participating in the ESOP.
 3. Circumstances where the interests held by the Holder remain unchanged
 - (1) during the duration, if a Holder's position changes but he/she still meet the participation conditions, the ESOP interests held by such Holder shall remain unchanged;
 - (2) during the duration, if a Holder retires or loses the ability to work, the ESOP interests held by such Holder shall remain unchanged;
 - (3) if a Holder dies during the duration, the ESOP interests held by such Holder shall remain unchanged and shall be inherited and continue to be enjoyed by their legal heirs;
 - (4) other circumstances as determined by the Management Committee.
- (IV) Methods of disposal for Shares held by employees upon expiry of the ESOP

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When the duration of the ESOP expires or is terminated early, the Management Committee, authorized by the Holders' meeting, shall complete the liquidation after deducting relevant taxes and fees in accordance with the law, and distribute the assets according to the units held by the Holders. This ESOP may conduct interim distributions, and the specific distribution plan shall be formulated by the Management Committee and implemented after its consideration and approval.

Upon the expiration of the duration of the ESOP, if the assets held by the ESOP still include Subject Shares, the Management Committee shall determine the disposal method.

Chapter 5 Supplementary Provisions

Article 13 These Measures shall be formulated by the Board of the Company and shall be implemented after being considered and approved by the Shareholders' meeting of the Company.

Article 14 The right of interpretation over these Measures shall be vested in the Board of the Company.

Victory Giant Technology (HuiZhou) Co., Ltd.
July 20, 2026

NOTICE OF 2026 THIRD EXTRAORDINARY GENERAL MEETING

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Victory Giant Technology (HuiZhou) Co., Ltd. **勝宏科技（惠州）股份有限公司**

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 2476)

Notice is hereby given that the 2026 Third Extraordinary General Meeting (the “EGM”) of Victory Giant Technology (HuiZhou) Co., Ltd. (the “**Company**”) will be convened at Conference Room, R&D Building 1, Victory Giant Technology, Hangcheng Technology Park, Xinqiao Village, Danshui Town, Huiyang District, Huizhou City, Guangdong Province, the PRC at 2:30 p.m. on Friday, September 18, 2026 for the purposes of considering and, if thought fit, approving the following resolutions. For details of the resolutions, please refer to the circular dated September 2, 2026 of the Company (the “**Circular**”). Unless otherwise defined, capitalized terms used in this notice shall have the same meanings as defined in the Circular.

SPECIAL RESOLUTIONS

1. To consider and approve the 2026 Restricted A Share Incentive Scheme (Draft) and its summary;
2. To consider and approve the Management Measures for the Implementation and Assessment of the 2026 Restricted A Share Incentive Scheme;
3. To consider and approve the authorization of the Board to handle matters relating to the 2026 Restricted A Share Incentive Scheme;

ORDINARY RESOLUTIONS

4. To consider and approve the 2026 First Tranche A Share Employee Share Ownership Plan (Draft) and its summary;
5. To consider and approve the Management Measures of the 2026 First Tranche A Share Employee Share Ownership Plan; and
6. To consider and approve the authorization of the Board to handle matters relating to the 2026 First Tranche A Share Employee Share Ownership Plan.

By order of the Board
Victory Giant Technology (HuiZhou) Co., Ltd.
Mr. Chen Tao
Chairman of the Board and Executive Director

Hong Kong, September 2, 2026

As at the date of this notice, the Board of the Company comprises: (i) Mr. Chen Tao, Mr. Zhao Qixiang, Mr. Chen Yong, Ms. Wang Haiyan and Ms. Liu Chunlan as executive Directors; and (ii) Mr. Xie Lanjun, Dr. Xie Lingmin, Dr. Zhang Jihai and Mr. Wong Ting Chung as independent non-executive Directors.

NOTICE OF 2026 THIRD EXTRAORDINARY GENERAL MEETING

Notes:

1. For determining the entitlement of Shareholders to attend and vote at the EGM, the register of members of the Company will be closed from Tuesday, September 15, 2026 to Friday, September 18, 2026 (both days inclusive), during which period no transfer of shares will be registered. The record date for determining the entitlement of holders of H Shares to attend and vote at the EGM will be Friday, September 18, 2026. With respect to H Shareholders, to be eligible to attend and vote at the EGM, all share transfer documents together with the relevant Share certificates must be lodged with the Company's H Share Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong before 4:30 p.m. on Monday, September 14, 2026.
2. A Shareholder entitled to attend and vote at the EGM may appoint one or more proxies to attend and vote in his/her/its stead. The proxy needs not be a member of the Company. If more than one proxy is appointed, the number and class of Shares in respect of which each such proxy so appointed must be specified in the relevant form of proxy.

The instrument appointing a proxy must be in writing under the hand of the Shareholder or his/her/its attorney duly authorized in writing. If the Shareholder is a corporation, that instrument must be executed either under its common seal or under the hand of its Director(s) or duly authorized attorney. If that instrument is signed by an attorney of the Shareholder, the power of attorney authorizing that attorney to sign or other authorization documents must be notarized.

In order to be valid, this form of proxy together with the power of attorney (if any) or other authority (if any) under which it is signed or a notarially certified copy thereof must be deposited at the Company's H Share Registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong (for H shareholders) not less than 24 hours before the time fixed for holding the EGM (i.e. before 2:30 p.m. on Thursday, September 17, 2026) or any adjournment thereof (as the case may be). Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the EGM or any adjournment thereof should they so wish at that time. In this case, the documents appointing the proxy will be deemed to have been withdrawn.

3. If the attending Shareholder is a corporation, its legal representative shall present his or her identification document, a valid certificate proving his or her qualification as a legal representative and proof of shareholding; if a proxy is appointed to attend the meeting, such proxy shall present his or her ID card and a written power of attorney issued by the relevant Shareholder in accordance with law.
4. Pursuant to Rule 13.39(4) of the Hong Kong Listing Rules, subject to certain exceptions, all votes of the Shareholders at the general meetings must be taken by poll. Therefore, voting on the resolutions contained in the notice of the 2026 Third Extraordinary General Meeting will be conducted by poll.
5. The EGM is expected to last for half a day. Shareholders or their proxies attending the EGM (or any adjournment thereof) shall produce their identity documents. Shareholders or their proxies attending the EGM shall be responsible for their own traveling and accommodation expenses.