CHINASOFT INTERNATIONAL LIMITED
中 軟 國 際 有 限 公 司 *

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 354)

DISCLOSEABLE TRANSACTION

ACQUISITION OF 29.68% SHAREHOLDING IN HANGZHOU GISWAY INFORMATION TECHNOLOGY CO., LTD.

THE ACQUISITION

The Board is pleased to announce that on 16 September 2026, Chinasoft Xian, an indirectly wholly-owned subsidiary of the Company, as the Purchaser, entered into the Share Transfer Agreement with Mr. Ye (the actual controller of the Target Company) and the Vendors, pursuant to which Purchaser has conditionally agreed to acquire, and the Vendors have conditionally agreed to sell Sale Shares 1, Sale Shares 2, Sale Shares 3, Sale Shares 4, Sale Shares 5 and Sale Shares 6 respectively, amounting to an aggregate of 17,806,240 A shares of the Target Company, representing approximately 29.68% of the total issued shares of the Target Company. The price of the Target Shares for the Acquisition is RMB53 per Target Share. The Consideration for the Acquisition amounts to approximately RMB943.73 million, which will be satisfied by cash derived from the Purchaser's own funds and self-raised funds.

The Target Company is a comprehensive energy service operator listed on the ChiNext Board of the SZSE (stock code: 301390), principally engaged in integrated power services. Pursuant to the rules of the SZSE, Chinasoft Xian undertakes that, within 36 months after completion of the Acquisition, there will be no plan or arrangement to inject related party assets into the Target Company through reorganization and listing of the Target Company or by way of a material asset restructuring.

Upon completion of the Acquisition, the Purchaser will own the Target Shares, representing approximately 29.68% of the total issued shares of the Target Company as the date of this announcement and become the controlling shareholder of the Target Company. Through the control of the board of directors of the Target Company, the Target Company will become a non-wholly owned subsidiary of the Company and the financial results of the Target Group will be consolidated into the audited consolidated financial statements of the Company.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) in respect of the Acquisition exceeds 5% but is less than 25%, the Acquisition constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements but is exempt from the circular and shareholders' approval requirements thereunder.

As the completion of the Acquisition is subject to the satisfaction or waiver (where applicable) of certain conditions, the Acquisition may or may not proceed. Shareholders and potential investors are therefore advised to exercise caution when dealing in the shares of the Company.

THE ACQUISITION

On 16 September 2026, Chinasoft Xian, an indirectly wholly-owned subsidiary of the Company, as the Purchaser, entered into the Share Transfer Agreement with Mr. Ye (the actual controller of the Target Company), Yisheng Investment, Dianli Investment, Dingsheng Investment, Sunrise Technology, Mr. Wu and Juhua Lianxin, pursuant to which the Purchaser has conditionally agreed to acquire, and the Vendors have conditionally agreed to sell Sale Shares 1, Sale Shares 2, Sale Shares 3, Sale Shares 4, Sale Shares 5 and Sale Shares 6 respectively, amounting to an aggregate of 17,806,240 A shares of the Target Company, representing approximately 29.68% of the total issued shares of the Target Company. The price of the Target Shares for the Acquisition is RMB53 per Target Share. The Consideration for the Acquisition shall amount to RMB943,730,720 (equivalent to approximately HKD1,094,688,226, calculated based on an exchange rate of HKD1.00 = RMB0.8621).

PRINCIPAL TERMS OF THE SHARE TRANSFER AGREEMENT

The principal terms of the Share Transfer Agreement are as follows:

Parties

Party A: (1) Mr. Ye (the actual controller of the Target Company);
(2) Yisheng Investment;
(3) Dianli Investment;
(4) Dingsheng Investment;
(5) Sunrise Technology;
(6) Mr. Wu and
(7) Juhua Lianxin

(Party A (2) – (7), collectively as the Vendors)

Party B: (8) Chinasoft Xian (the Purchaser)

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, each of Mr. Ye, Mr. Wu and the other Vendors and their ultimate beneficial owners are third parties independent of the Company and its connected persons.

Target Shares

The issued shares of the Target Company are A shares listed on the on the ChiNext Board of the SZSE. Upon completion of the Acquisition, the Vendors will transfer an aggregate of 17,806,240 A shares of the Target Company to the Purchaser, representing approximately 29.68% of the total shares of the Target Company as at the date of this announcement.

All the Target Shares are ordinary shares in RMB with a par value of RMB1.00 each. During the period from the date of the Share Transfer Agreement until the date on which all of the Target Shares are registered in the name of the Purchaser, if the Target Company implements actions such as bonus share issuance, capitalization of reserves into share capital, or share subdivision, the corresponding additional shares derived by the Vendors in respect of the Target Shares shall be delivered together with the Target Shares to the Purchaser, without any adjustment to the Consideration.

Consideration and Payment

The price of each Target Share is RMB53 per A share and the Consideration for the Acquisition is RMB943,730,720. The price of each Target Share and the Consideration were determined after arm's length negotiations between the Purchaser and the Vendors on normal commercial terms, with reference to (i) the current and historical trading prices of the shares of the Target Company as quoted on the SZSE; (ii) the financial condition and operating results of the Target Company; (iii) the share prices and market capitalizations of comparable listed companies in the same industry; (iv) the fact that the Group will obtain control of the board of directors of the Target Company and will be entitled to consolidate the financial results of the Target Company into its audited financial statements; and (v) the relevant requirements under PRC laws in respect of the transfer price of the Target Shares.

The amount of the Consideration for the Acquisition to be paid by the Purchaser to each of the Vendors is set out below.

Name	**Number of Target Shares to be transferred**	**Approximate percentage of the total issued shares of the Target Company**	**Consideration amount** *(RMB)*
Yisheng Investment	5,943,160	9.91%	314,987,480
Dianli Investment	5,068,800	8.45%	268,646,400
Dingsheng Investment	4,419,360	7.37%	234,226,080
Sunrise Technology	1,274,920	2.12%	67,570,760
Mr. Wu	400,000	0.67%	21,200,000
Juhua Lianxin	700,000	1.17%	37,100,000
Total	17,806,240	29.68%	943,730,720

The Consideration shall be settled by the Purchaser in cash in four instalments as follows:

(1) Payment of the first instalment: Upon the Share Transfer Agreement becoming effective, the escrow account in the name of Yisheng Investment and operated by representative of Yisheng Investment and the Purchaser having been opened, and the escrow agreement having executed, and within three (3) working days after the date of the board resolution announcement of the Target Company regarding the adjustment or waiver of the restrictive undertaking by the upper level shareholders and partners of the Vendors to transfer their indirectly held shares in the Target Company each year, the Purchaser shall pay into the escrow account an aggregate amount equal to 20% of the Consideration, being RMB188,746,144.

(2) Payment of the second instalment: Within five (5) working days after the date on which all of the Conditions Precedent having been satisfied or waived in writing by the Purchaser, the Purchaser shall pay into the escrow account 30% of the Consideration, being RMB283,119,216; the Purchaser shall also arrange for the amount of RMB4,240,000 being 20% of the pro-rata portion of the Consideration payable to Mr. Wu to be released from the escrow account to the bank account designated by Mr. Wu, while Mr. Wu shall complete the corresponding tax payment in connection with the Acquisition.

(3) Payment of the third instalment: Within five (5) working days after the date on which all of the Target Shares have been duly registered with CSDC in the name of the Purchaser, and subject to the continued satisfaction of the Conditions Precedent, the Purchaser shall pay to the Vendors' designated bank account the third instalment of the Consideration, being RMB424,678,824 in aggregate, and procure all the remaining first instalment and second instalment of the Consideration in the escrow account to be transferred to the Vendors' designated bank account, and the aggregate of these amounts shall be equal to 95% of the Consideration.

(4) Payment of the fourth instalment: Within five (5) working days after completion of the reconstitution of the board of directors of the Target Company, and subject to the continued satisfaction of the Conditions Precedent, the Purchaser shall pay to the Vendors' designated bank account the fourth instalment of the Consideration, representing 5% of the Consideration, being RMB47,186,536.

Due Diligence

Within three (3) working days from the resumption of trading of the Target Company's shares in connection with the Acquisition, the Purchaser and its appointed intermediaries shall commence legal, financial and business due diligence on the Target Company. Such due diligence shall be completed no later than thirty (30) working days after the date of signing of the Share Transfer Agreement.

If the due diligence results reveal any of the following matters existing prior to Completion, which were not expressly disclosed in writing by Mr. Ye and the Vendors to the Purchaser before the date of signing of the Share Transfer Agreement, and such matters constitute a material adverse effect, the Purchaser shall be entitled to notify Mr. Ye and the Vendors in writing that it will not proceed with and shall terminate the Acquisition. The Vendors shall, within five (5) working days after receipt of such written notice, return to the Purchaser any consideration already paid, and shall promptly cooperate with the Purchaser to release the joint management of the escrow account:

(a) any material violation of laws or regulations and/or material administrative penalties by the Target Company and/or its controlling shareholder, actual controller, directors or senior management personnel, in particular circumstances affecting the Target Company's subsequent refinancing or capital operations such as asset restructurings;

(b) non operational occupation of the Target Company's funds or assets by Mr. Ye, the Vendors or any third party or related risks;

(c) circumstances where the Target Company has transferred funds or benefits to connected parties through connected transactions or in substance through non connected parties;

(d) material risks in respect of the authenticity of the Target Company's financials, or the effectiveness of its internal controls or corporate governance;

(e) significant pledges, freezes or ownership disputes over the shares of the Target Company held by the Vendors, which are expected to affect the transfer of the Target Shares or the realization of the purpose of the Share Transfer Agreement;

(f) material discrepancies between the actual situation of the Target Company and the information publicly disclosed.

Conditions Precedent

The Completion shall be conditional upon the satisfaction in full, or written waiver by the Purchaser, of the following Conditions Precedent:

(1) the Purchaser, with the cooperation of Mr. Ye and the Vendors, having completed due diligence on the Target Group Companies and the Target Shares in respect of commercial, financial and legal matters, and there are no material discrepancies between the results of such due diligence and the information publicly disclosed by the Target Group Companies and the information disclosed in writing by Mr. Ye and the Vendors to the Purchaser, and there are no matters that would cause a material adverse effect on the Acquisition;

(2) the Acquisition having obtained the share transfer confirmation documents issued by the SZSE in accordance with rules such as the "Guidelines for Handling Agreement-based Share Transfers of Listed Companies of the Shenzhen Stock Exchange";

(3) the Purchaser having received a letter of undertaking from Mr. Ye and the Vendors confirming that the Vendors do not seek to obtain control of the Target Company;

(4) the Target Shares being free from any pledge, attachment, freeze or other restrictions on transfer, and there are no circumstances materially affecting the integrity of the rights attached to the Target Shares, nor any circumstances that may materially affect the Purchaser's acquisition of actual control over the Target Group Companies and all of the Target Shares, and the Target Group Companies are operating lawfully and normally without any material adverse change;

(5) the representations, warranties and undertakings of Mr. Ye and the Vendors under the Share Transfer Agreement remaining, in all material respects, true, accurate, complete and not misleading, with no default having occurred, and all undertakings and covenants of Mr. Ye and the Vendors under the Share Transfer Agreement having been duly performed; and

(6) Mr. Ye, the Vendors and the Target Company having obtained all internal approvals necessary to complete the Acquisition.

Completion

Within 5 working days after satisfaction or waiver (as applicable) of all the Conditions Precedent, the Vendors and the Purchaser shall apply to CSDC for registration of the Target Shares in the name of the Purchaser, and such registration shall be completed no later than 15 working days after the Purchaser has fully paid the second instalment of the Consideration. The date of Completion shall be the date all of the Target Shares having been registered under the name of the Purchaser.

Reconstitution of the board of directors of the Target Company

Within 5 working days from the date of Completion, the Covenantors shall procure the Target Company to convene a board meeting to approve arrangements for the reconstitution of the board of directors of the Target Company and to issue notice of general meeting to approve resolutions for the reconstitution. The reconstitution of the board of directors of the Target Company shall be completed within one month after the Completion.

Following the reconstitution, the board of directors of the Target Company shall consist of seven directors, including four non independent directors (one of whom shall be an employee representative director) and three independent directors. The Purchaser shall be entitled to nominate three non independent director candidates and three independent director candidates, while the remaining one nominated non independent director shall be Mr. Ye. Mr. Ye and the Vendors shall, within the scope of their voting rights, cast affirmative votes in favour of the director candidates nominated by the Purchaser, thereby supporting the election of six directors nominated by the Purchaser to the reconstituted board of the Target Company, and that the chairman of the board shall be a director nominated by the Purchaser.

Arrangements during Transition Period

The period from the signing of the Share Transfer Agreement until the completion of the board reconstitution of the Target Company shall constitute the transition period for the Acquisition. During the transition period, the Covenantors shall ensure that the Target Group Companies operate in compliance with applicable laws and regulations and in line with past business practices, maintains its assets in good condition, and preserves normal relationships with customers, employees, sales personnel, and other business partners.

During the transition period, the Covenantors shall also ensure that unless with the prior written consent of the Purchaser or as required by regulatory authorities or government departments, the Target Group Companies shall not:

(1) amend the articles of association or governance structure of the Target Group Companies (except for changes required by regulation, previously disclosed matters, or normal business needs);

(2) pay any undistributed profits to the shareholders of the Target Group Companies or declare/make any profit distribution;

(3) provide any financial assistance to third parties or permit any fund occupation;

(4) dispose of, lease, transfer, license, mortgage, pledge, or otherwise encumber assets (except for normal business transactions not exceeding RMB1 million);

(5) make any external investments;

(6) formulate or implement additional schemes relating to wages, salaries, remuneration, pensions or other benefits (except for normal adjustments), or pay/commit severance exceeding statutory standards to any director, senior management personnel, or other employees of the Target Group Companies;

(7) introduce or materially change management, operational, or accounting methods (except as required by law or accounting standards);

(8) provide guarantees or loans to any party (except wholly-owned subsidiaries);

(9) alter the capital structure of the Target Company;

(10) change the principal business or operating model;

(11) enter into any new related-party transactions requiring disclosure (except those already disclosed and approved);

(12) undertake any action that may cause the Target Company to lose its listed status;

(13) take any other action outside normal business needs that may materially affect the Target Company's business or financial condition.

Undertakings

The following undertakings are made to the Purchaser under the Share Transfer Agreement:–

1. The Covenantors undertake to procure the Target Group Companies to carry out obligations of notification and seek consent of creditors under finance and loan agreements in relation to the Acquisition.

2. If the Target Company has circumstances that ought to be publicly disclosed which are undisclosed causing the Target Company or the Purchaser to suffer any loss, the Covenantors undertakes to indemnify the Target Company and the Purchaser for all losses incurred.

3. Mr. Ye and the Vendors undertake not to directly or indirectly acquire shares of the Target Company for the purpose of seeking actual control of the Target Company or in any way seek to obtain actual right of control of the Target Company whether alone or with other third parties.

4. Mr. Ye undertakes that his shares in the Target Company after the Completion shall be locked-up in accordance with requirements of securities regulatory authorities.

5. If Mr. Ye intends to transfer his remaining shares in the Target Company, the Purchaser shall have the right of first refusal under the same terms (such right of first refusal will not be applicable if the acquisition of shares in the Target Company under such right will trigger the Purchaser's obligation to make a mandatory general offer).

6. Mr. Ye shall, upon Completion, continue to perform the undertaking made at the time of listing to avoid competition in the same industry.

Pursuant to the rules of the SZSE, Chinasoft Xian undertakes the following:

1. Within sixty months after the Completion, Chinasoft Xian shall not directly or indirectly transfer the Target Shares, transfers between entities under the control of the same party are not subject to the aforesaid 60 month restriction, but must comply with the relevant provisions of the "Measures for the Administration of the Takeover of Listed Companies" promulgated by the China Securities Regulatory Commission.

2. Within thirty six months after the Completion, Chinasoft Xian shall not pledge the Target Shares acquired under the Acquisition.

3. Within thirty six months after the Completion, Chinasoft Xian shall have no plan or arrangement to inject related party assets into the Target Company through reorganization and listing of the Target Company or by way of a material asset restructuring.

Termination

The Share Transfer Agreement may be terminated upon the occurrence of any of the following events:

1. Prior to the Completion, the Purchaser shall have the right to issue written notice to Mr. Ye and the Vendors to terminate this Agreement if:

   (1) Mr. Ye and the Vendors have materially breached any of the representations and warranties set forth in the Share Transfer Agreement, and such breach constitutes a material adverse effect, or Mr. Ye and the Vendors have otherwise committed a material breach of the Share Transfer Agreement which prevents the Purchaser from achieving the purpose of the Acquisition;

   (2) upon expiry of one hundred and eighty (180) days after the date of execution of the Share Transfer Agreement, the Conditions Precedent have not been fully satisfied or waived in writing by the Purchaser, and the parties have not reached agreement to extend such period; provided that if the failure to satisfy such conditions is due to a breach of the Share Transfer Agreement by one party, the breaching party shall have no right to terminate the Share Transfer Agreement;

   (3) the Target Company has been subject to a delisting risk warning, request to delist, suspended from listing, or terminated from listing, or the Target Company has entered into or been subjected to any bankruptcy, liquidation, dissolution, reorganisation or debt restructuring proceedings, or any event or circumstance has occurred which has a material adverse effect on the Target Company;

(4) any contingent liabilities of the Target Group Companies which should have been disclosed prior to the Completion but were not disclosed amount to RMB50 million.

2. Prior to the Completion, Mr. Ye and the Vendors (represented by Mr. Ye, the actual controller) shall have the right to issue written notice to the Purchaser to terminate the Share Transfer Agreement if:

   (1) the Purchaser fails to pay the Consideration in the amounts and within the time periods stipulated in the Share Transfer Agreement, and such failure is not remedied within thirty (30) days after written demand by the Vendors;

   (2) the Purchaser has breached any of the representations and warranties set forth in the Share Transfer Agreement, or has otherwise committed a material breach of the Share Transfer Agreement which prevents Mr. Ye and the Vendors from achieving the purpose of the Acquisition;

   (3) upon expiry of one hundred and eighty (180) days after the date of execution of the Share Transfer Agreement, the Conditions Precedent have not been fully satisfied or waived in writing by the Purchaser, and the parties have not reached agreement to extend such period; provided that if the failure to satisfy such conditions is due to a breach of the Share Transfer Agreement by one party, the breaching party shall have no right to terminate the Share Transfer Agreement.

Within 24 months after the Completion, if there are significant breaches of laws and regulations that occurred before the Completion and competent authorities have issued administrative penalty or criminal judgement which directly leads to a decision of delisting of the shares of the Target Company (which Mr. Ye and the Vendors failed to disclose or concealed such circumstances from the Purchaser prior to the signing of the Share Transfer Agreement), the Purchaser shall have the right to terminate the Share Transfer Agreement and retain the right of retribution.

If the Share Transfer Agreement is terminated prior to the date of Completion, the Vendors shall refund to the Purchaser all amounts paid by the Purchaser and cooperate in the release of the escrow account. If the Share Transfer Agreement is terminated after the date of the Completion, the parties to the Share Transfer Agreement shall use best endeavours to resume each other's rights and interest to the position prior to the date of the Share Transfer Agreement.

FINANCIAL IMPACTS OF THE ACQUISITION ON THE GROUP

Upon Completion, the Target Company will become a non-wholly owned subsidiary of the Company, and its results, assets and liabilities will be consolidated into the Group's audited consolidated financial statements, which is expected to have a positive impact on the Group's revenue and profit.

The Consideration shall be satisfied by the Purchaser's own funds and self-raised funds. Not less than 50% of the Consideration for the Acquisition shall be satisfied by own funds of the Purchaser, being capital contributions injected by its shareholder, while the self-raised funds shall be derived from, including but not limited to, sources such as bank merger and acquisition loans. Apart from the payment of the Consideration, the Acquisition is not expected to have any material adverse impact on the Group's day to day operating cash flows.

INFORMATION OF THE COMPANY AND THE PURCHASER

The Company was incorporated as an exempted company with limited liability in Cayman Islands, the shares of which are listed on Main Board of the Exchange. The Company is an investment holding company. The Group is a leading large scale integrated software and information technology services enterprise in China. It has long been deeply engaged in the fields of industry informatization and digitalization, providing government authorities, financial institutions and large enterprises with industry solutions, software development, testing, delivery and operation and maintenance services. The Company's market position has been recognized by internationally authoritative institutions, having been selected multiple times as one of the Global Top 100 IT Service Companies in Gartner's "Global IT Services Market Share Rankings".

The Purchaser is a limited liability company established under the laws of the PRC, being a newly established entity for the purpose of the Acquisition. The Purchaser is an indirect wholly-owned subsidiary of the Company.

INFORMATION ON THE VENDORS

Based on publicly available information, Yisheng Investment is a limited partnership established under the laws of the PRC, principally engaged in investment management and investment consulting in China (excluding financial services such as public financing deposits, financing guarantees, and discretionary asset management without the approval of financial regulatory authorities). To the best of the Company's knowledge, the general partner of Yisheng Investment is Mr. Ye who owns approximately 32.24% of the partnership interest in Yisheng Investment; the largest limited partner of Yisheng Investment is Xie Qing, a Mainland Chinese citizen, holding approximately 31.19% of the partnership interest in Yisheng Investment; and the other minority limited partners of Yisheng Investment are Mainland Chinese citizens who are Independent Third Parties.

Based on publicly available information, Dianli Investment is a limited partnership established under the laws of the PRC principally engaged in investment management and investment consulting in China (excluding securities and futures). To the best of the Company's knowledge, the general partner of Dianli Investment is Mr. Ye who together with two other PRC limited partnerships majority owned by him holds approximately 88.64% of the partnership interest in Dianli Investment; and the other minority limited partners of Dianli Investment are Mainland Chinese citizens who are Independent Third Parties.

Based on publicly available information, Dingsheng Investment is a limited partnership established under the laws of the PRC. Dingsheng Investment is principally engaged in investment management and investment consulting in China (excluding financial services such as public financing deposits, financing guarantees, and discretionary asset management without the approval of financial regulatory authorities). To the best of the Company's knowledge, the general partner of Dingsheng Investment is Mr. Ye who owns approximately 17.42% of the partnership interest in Dingsheng Investment; the largest limited partner of Dingsheng Investment is Xie Qing, a Mainland Chinese citizen, holding approximately 21.51% of the partnership interest in Dingsheng Investment; and the other minority limited partners of Dingsheng Investment are Mainland Chinese citizens who are Independent Third Parties.

Sunrise Technology is a joint stock limited company established under the laws of the PRC, the shares of which are listed on the ChiNext Board of the SZSE (stock code: 300360.SZ). Sunrise Technology is principally engaged in the research, development, production, and sales of energy IoT equipment, with major products including smart electricity meters, electricity information collection systems, smart water meters, and IoT sensors. To the best of the Company's knowledge based on publicly available information, the actual controller of Sunrise Technology is Mr. Ding Min Hua, a Mainland Chinese citizen.

To the best of the Company's knowledge, Mr. Wu is a PRC citizen and an individual investor, who legally and beneficially owns 887,700 A shares of the Target Company as at the date of this announcement, representing approximately 1.48% of the total issued share capital of the Target Company.

Based on publicly available information, Juhua Lianxin is a limited partnership established under the laws of the PRC, principally engaged in investment management and investment consulting in China (excluding financial services such as public financing deposits, financing guarantees, and discretionary asset management without the approval of financial regulatory authorities), and 90% of its partnership interest is held by Sunrise Technology and the remaining 10% is held by another Independent Third Party.

INFORMATION ON THE TARGET COMPANY

The Target Company is a joint stock limited company established under the laws of the PRC, the shares of which are listed on the ChiNext Board of the SZSE (stock code: 301390.SZ). The Target Company is principally engaged in integrated power services, including planning consultancy, engineering design and construction, operation and maintenance, and equipment sales in the power and new energy sectors. It also provides comprehensive energy services with a focus on "solar storage charging", encompassing new energy development, energy conservation services, electricity trading services, energy efficiency management and carbon asset management. In addition, it provides intelligent application platform development services based on its proprietary cloud rendering technology and digital twin 3D engine.

Mr. Ye is the actual controller of the Target Company, and the chairman and a non-independent director of the Target Company. To the best of the Company's knowledge, as at the date of this announcement, Mr. Ye directly holds 9.00% of the shares of the Target Company, and together with Yisheng Investment, Dianli Investment and Dingsheng Investment, controls an aggregate of approximately 34.72% of the shares of the Target Company.

Financial Information of the Target Company

Based on the Target Company's 2026 interim report, as of June 30, 2026:

(i) the Target Company's total assets amounted to approximately RMB1.742 billion, of which current assets amounted to approximately RMB1.356 billion (accounting for 77.84%), indicating good asset liquidity;

(ii) net assets attributable to shareholders of the parent company of the Target Company amounted to approximately RMB921 million;

(iii) monetary funds amounted to approximately RMB314 million, with no interest-bearing liabilities. The asset-liability ratio stood at approximately 47.1%, reflecting a sound financial structure;

(iv) goodwill only amounted to approximately RMB9.87 million (representing approximately 0.57% of total assets), demonstrating prudent historical mergers and acquisitions practices with no risk of goodwill impairment.

The following financial information has been extracted from the annual reports of the Target Company for the two financial years ended 31 December 2025 and 31 December 2024 (prepared in accordance with the China Accounting Standards for Business Enterprise):

	For the year ended 31 December 2025 (audited) ***(RMB'000)***	For the year ended 31 December 2024 (audited) *(RMB'000)*
Revenue	**527,488**	672,920
Profit (loss) before tax	**4,621**	42,204
Profit (loss) after tax	**5,270**	35,538

As at 31 December 2025 and 31 December 2024, the net asset value of the Target Company was approximately RMB943,100,000 and RMB961,800,000 respectively.

REASONS AND BENEFITS OF THE ACQUISITION

The Board believes that the Acquisition has the following significant strategic implications for the Group:

(a) Strengthening the Group's presence in the power and energy sector: The power and energy segment is a core expansion market under the Group's "one body, two wings" strategy. The Target Company has been deeply engaged in the power and energy field, with core technologies, mature products, industry qualifications, a professional team and high quality customer resources. The Acquisition will enhance the Group's business development capability in the power and energy industry, support the Group's entry into high growth tracks such as solar storage charging, and accelerate the research, development and commercialization of integrated hardware and software products in the power sector;

(b) Unlocking multidimensional business synergy value: The Acquisition aligns with the long term development strategies of both parties to the transaction and is expected to generate significant synergies. After completion of the Acquisition, the parties will achieve market channel sharing, supply chain complementarity and customer cross marketing, thereby continuously exploring incremental business opportunities;

(c) Deepening participation in the market for Information Technology Application Innovation: Leveraging the A share listed platform, the Group will be able to participate more deeply in the construction of the industry of Information Technology Application Innovation, expand new industry application scenarios and create new engines of performance growth;.

(d) Building H+A dual capital platform synergy: After completion of the Acquisition, the Target Company will become the Group's first subsidiary listed on the A share securities market, which is expected to further enhance the Group's brand premium and influence in the capital markets;

(e) Consolidated financial statements will strengthen the Group's underlying business fundamentals: After completion of the Acquisition, the Target Company will be included in the scope of the Group's consolidated financial statements and is expected to make a positive contribution to the Group's overall financial performance;

(f) Enhancement of the Group's Long Term Strategic Competitiveness: The Acquisition demonstrates the Group's proactive and enterprising strategic planning, which will further optimize its business structure, strengthen its comprehensive capabilities and market influence in high growth vertical sectors, consolidate its long term competitive advantages, and create sustainable value for shareholders.

The Company expects to continue operating and expanding the Group's existing businesses. Apart from the Acquisition described in this announcement, the operating entities, assets and intellectual property of the Group's existing businesses will remain unchanged. Within thirty six months after completion of the Acquisition, the Company has no plan or arrangement to inject related party assets into the Target Company through reorganization and listing of the Target Company or by way of a material asset restructuring.

In view of the above, the Directors are of the opinion that the Share Transfer Agreement is on normal commercial terms, the Acquisition is fair and reasonable and in the interest of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) in respect of the Acquisition exceeds 5% but is less than 25%, the Acquisition constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements but is exempt from the circular and shareholders' approval requirements thereunder.

None of the Directors has any material interest in the Acquisition, the Share Transfer Agreement and the transactions contemplated thereunder and is required to abstain from voting from the board resolutions approving the Share Transfer Agreement and the transactions contemplated thereunder.

As the completion of the Acquisition is subject to the satisfaction or waiver (where applicable) of certain conditions, the Acquisition may or may not proceed. Shareholders and potential investors are therefore advised to exercise caution when dealing in the shares of the Company.

DEFINITIONS

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

"Acquisition"	the proposed acquisition of 17,806,240 A shares of the Target Company by the Purchaser from the Vendors pursuant to the Share Transfer Agreement
"Board"	the board of Directors
"Chinasoft Xian" or the "Purchaser"	Chinasoft International (Xian) Intelligent Technology Co., Ltd.* (中軟國際(西安)智能科技有限公司), a limited liability company established under the laws of the PRC and indirectly wholly owned by the Company
"Company"	Chinasoft International Limited, a company incorporated in Cayman Islands with limited liability, the Shares of which are listed on Main Board of the Exchange
"Completion"	completion of the Acquisition in accordance with the terms and conditions set out in the Share Transfer Agreement
"Conditions Precedent"	the conditions precedent to the Completion
"connected person"	has the meaning ascribed to it under the Listing Rules
"Consideration"	the consideration in the amount of RMB943,730,720 for the Acquisition
"Covenantors	Mr. Ye and Yisheng Investment
"CSDC"	China Securities Depository and Clearing Corporation Limited

"Dianli Investment"	Hangzhou Dianli Investment Management Partnership Enterprise (Limited Partnership)* (杭州點力投資管理合夥企業(有限合夥)), a limited partnership established under the laws of the PRC
"Dingsheng Investment"	Hangzhou Dingsheng Investment Management Partnership Enterprise (Limited Partnership)* (杭州定晟投資管理合夥企業(有限合夥)), a limited partnership established under the laws of the PRC
"Director(s)"	the director(s) of the Company
"Exchange"	The Stock Exchange of Hong Kong Limited
"Group"	the Company and its subsidiaries
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Independent Third Party(ies)"	third party(ies) independent of the Company and its connected persons
"Juhua Lianxin"	Hangzhou Juhua Lianxin Investment Management Partnership (Limited Partnership)*(杭州炬華聯昕投資管理合夥企業(有限合夥)), a limited partnership established under the laws of the PRC
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Mr. Wu"	Mr. Wu Ren De (吳仁德), who legally and beneficially owns 887,700 A shares of the Target Company, representing approximately 1.48% of the total issued share capital of the Target Company prior to the Acquisition
"Mr. Ye"	Mr. Ye Xiao Hua (葉肖華), the actual controller, the chairman and a non-independent director of the Target Company
"PRC" or "China"	the People's Republic of China
"RMB"	Renminbi, the lawful currency of the PRC

"Sale Shares 1"	5,943,160 A shares in the Target Company, representing approximately 9.91% of the total issued share capital of the Target Company
"Sale Shares 2"	5,068,800 A shares in the Target Company, representing approximately 8.45% of the total issued share capital of the Target Company
"Sale Shares 3"	4,419,360 A shares in the Target Company, representing approximately 7.37% of the total issued share capital of the Target Company
"Sale Shares 4"	1,274,920 A shares in the Target Company, representing approximately 2.12% of the total issued share capital of the Target Company
"Sale Shares 5"	400,000 A shares in the Target Company, representing approximately 0.67% of the total issued share capital of the Target Company
"Sale Shares 6"	700,000 A shares in the Target Company, representing approximately 1.17% of the total issued share capital of the Target Company
"Shareholder(s)"	the holder(s) of the shares of the Company
"Share Transfer Agreement"	the share transfer agreement entered into among the Purchaser, Mr. Ye and the Vendors on 16 September 2026 in respect of approximately 29.68% of the total issued shares of the Target Company
"SZSE"	Shenzhen Stock Exchange
"Sunrise Technology"	Hangzhou Sunrise Technology Co., Ltd. (杭州炬華科技股份有限公司), a joint stock limited company established under the laws of the PRC, the shares of which are listed on the ChiNext Board of the SZSE (stock code: 300360.SZ)
"Target Company"	Hangzhou Gisway Information Technology Co., Ltd.* (杭州經緯信息技術股份有限公司), a joint stock limited company established under the laws of the PRC, the shares of which are listed on the ChiNext Board of SZSE (stock code: 301390.SZ)

"Target Group Companies"	the Target Company and its subsidiaries and branches that are consolidated into its financial statements
"Target Shares"	a total of 17,806,240 A shares of the Target Company to be transferred by the Vendors to the Purchaser pursuant to the Share Transfer Agreement, comprising Sale Shares 1, Sale Shares 2, Sale Shares 3, Sale Shares 4, Sale Shares 5 and Sale Shares 6
"Vendors"	Yisheng Investment, Dianli Investment, Dingsheng Investment, Sunrise Technology, Mr. Wu and Juhua Lianxin
"Yisheng Investment"	Hangzhou Yisheng Investment Management Partnership (Limited Partnership)* (杭州一晟投資管理合夥企業(有限合夥)), a limited partnership established under the laws of the PRC
"%"	per cent

By order of the Board
Chinasoft International Limited
Dr. Chen Yuhong
Chairman and Chief Executive Officer

Hong Kong, 16 September 2026

As at the date of this announcement, the Board comprises two executive Directors, namely Dr. Chen Yuhong (Chairman and Chief Executive Officer) and Dr. Tang Zhenming (Vice Chairman), two non-executive Directors, namely Dr. Zhang Yaqin and Mr. Gao Liangyu, and three independent non-executive Directors, namely Dr. Lai Guanrong, Professor Mo Lai Lan and Mr. Yeung Tak Bun J.P.

* *For identification purposes only*