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Marketingforce Management Ltd

邁富時管理有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 2556)

DISCLOSEABLE TRANSACTION AND CONNECTED TRANSACTION PROVISION OF FINANCIAL ASSISTANCE TO THE CONTROLLING SHAREHOLDER, EXECUTIVE DIRECTOR, CHAIRMAN OF THE BOARD AND CHIEF EXECUTIVE OFFICER

PROVISION OF FINANCIAL ASSISTANCE TO THE CONTROLLING SHAREHOLDER, EXECUTIVE DIRECTOR, CHAIRMAN OF THE BOARD AND CHIEF EXECUTIVE OFFICER

On October 23, 2026, Mr. Zhao and Shanghai Trueland, entered into the Loan Agreement, pursuant to which, Shanghai Trueland, as the lender, agreed to grant Mr. Zhao, as the borrower, a loan facility in a principal amount of up to RMB300,000,000 for a term of nine months.

LISTING RULES IMPLICATION

As the highest applicable percentage ratio (namely, the profits ratio) set out in Rule 14.07 of the Listing Rule in respect of the Loan exceeds 5% but is less than 25%, the Loan constitutes a discloseable transaction and is subject to the reporting and announcement requirements but exempt from the shareholders' approval requirements under Chapter 14 of the Listing Rules.

As at the date of this announcement, Mr. Zhao is the controlling Shareholder, executive Director, chairman of the Board and chief executive officer of the Company and is therefore a connected person of the Company. Accordingly, the provision of the Loan by Shanghai Trueland to Mr. Zhao constitutes financial assistance provided by the Group to a connected person and thus a connected transaction of the Company under Chapter 14A of the Listing Rules. As the highest applicable percentage ratio (other than the profits ratio) set out in Rule 14.07 of the Listing Rules in respect of the Loan exceeds 0.1% but is less than 5%, the Loan is subject to the reporting and announcement requirements but exempt from the independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

I. PROVISION OF FINANCIAL ASSISTANCE TO THE CONTROLLING SHAREHOLDER, EXECUTIVE DIRECTOR, CHAIRMAN OF THE BOARD AND CHIEF EXECUTIVE OFFICER

The Board announces that, on October 23, 2026, Shanghai Trueland, as the lender, entered into the Loan Agreement with Mr. Zhao, as the borrower, pursuant to which Shanghai Trueland agreed to provide Mr. Zhao with the Loan in one or several installments. The major terms of the Loan Agreement are summarized below:

Date:	October 23, 2026
Parties:	(i) Shanghai Trueland (as lender); and (ii) Mr. Zhao (as borrower), the controlling Shareholder, executive Director, chairman of the Board and chief executive officer of the Company.
Principal amount:	An amount of up to RMB300,000,000, subject to the amount actually paid by Shanghai Trueland.
Term:	Nine months commencing from the date of the Loan Agreement (i.e., from October 23, 2026 to July 22, 2027).
Drawdown:	Shanghai Trueland may, based on its own financial arrangements and the actual financial needs of Mr. Zhao, provide Mr. Zhao with the Loan in one or several installments.
Interest rate:	Interest shall be calculated separately for each loan. The annual interest rate for each loan shall be the one-year Loan Prime Rate (LPR) most recently published by the National Interbank Funding Center on the business day immediately preceding the First Drawdown Date. Interest on each loan shall accrue separately from its respective Drawdown Date and shall be calculated on the basis of the actual outstanding principal of such loan and the actual number of days of use (with the daily interest rate calculated on a 360-day year basis), and shall be paid together with the Loan principal on the Maturity Date.

The parties consider the interest rate is in line with the prevailing market rate for commercial loans of a similar term and higher than the interest rate of the Company's RMB deposit of the same term.

Repayment:	Unless otherwise agreed, Mr. Zhao shall repay the entire principal and accrued interest in one lump sum on the Maturity Date. Mr. Zhao is entitled to prepay all or part of the Loan principal, provided that he shall give Shanghai Trueland at least three business days' prior written notice, specifying the amount and date of the proposed prepayment. If Mr. Zhao fails to repay all principal and interest of the Loan under the Loan Agreement on time, default interest shall be calculated on the overdue unpaid amount from the day following the Maturity Date until the date of actual repayment at the following rates: (1) from the 1st to the 30th day of delay, the Loan interest rate plus 10%; (2) from the 31st to the 60th day of delay, the Loan interest rate plus 20%; and (3) from the 61st day of delay onward, the Loan interest rate plus 30%. Each of the above periods shall include both the first and last days thereof.
Use of proceeds:	The Loan shall be used solely for Mr. Zhao's personal financial arrangements, and shall not be used for (i) any illegal activities; (ii) the purchase of the shares of Shanghai Trueland or the Shares; or (iii) any purpose in breach of the Listing Rules or regulatory requirements.
Security:	The Loan is unsecured. Mr. Zhao is not required to provide any mortgage, pledge, guarantee or other form of security for the Loan.
Mandatory prepayment:	Shanghai Trueland is entitled to require Mr. Zhao to immediately repay all outstanding principal, interest and liquidated damages (or, with the written consent of Shanghai Trueland, to perform a separately agreed repayment plan) upon the occurrence of certain events, including (i) misuse of the Loan or failure to provide information on the use of the Loan after written demand; (ii) material debt default, being listed as a dishonest judgment debtor, material litigation, arbitration or enforcement proceedings against his assets, or any other material adverse change in his financial condition which may affect his repayment ability; (iii) the pledge, freezing or judicial disposal of the Shares held by Mr. Zhao, or any material change in his capacity as an actual controller, Director or senior management of the Company which may affect his repayment ability; or (iv) any other breach of the Loan Agreement resulting in failure to repay on time.

II. REASONS FOR AND BENEFITS OF THE FINANCIAL ASSISTANCE

The Loan will be funded by the internal resources of the Group. The Group has sufficient funds and the provision of the Loan will not affect the Group's daily operations and business development. The interest rate of the Loan is determined with reference to the prevailing market rate for commercial loans of a similar term and is expected to generate interest income for the Group which is higher than the return on the Group's temporary surplus cash resources and is beneficial to the Group and the Shareholders as a whole. In addition, the short term of the Loan, the restrictions on use of proceeds and the Company's rights to demand mandatory prepayment safeguard the interests of the Group.

Taking into account the above, the Directors (excluding Mr. Zhao, who has abstained from voting, but including the independent non-executive Directors) are of the view that, although the Loan Agreement was not entered into in the ordinary and usual course of business of the Group, it has been entered into on normal commercial terms or better, and that the terms of the Loan Agreement are fair and reasonable and, having considered the relevant factors, are in the interests of the Company and its Shareholders as a whole.

III. RISK CONTROL MEASURES

Prior to approving the Loan Agreement, the Company conducted a detailed assessment of financial condition and credit risk of Mr. Zhao, including but not limited to: (i) reviewing the list of personal assets owned by Mr. Zhao; (ii) evaluating the amounts of remuneration received by Mr. Zhao from the Group over the past three financial years; (iii) considering the total number of Shares held by Mr. Zhao and the market value; and (iv) reviewing personal loans or liabilities of Mr. Zhao. The Company considers that Mr. Zhao has satisfactory repayment capacity and that the credit risk is relatively low.

The Directors (including the independent non-executive Directors) believe that the following risk control measures adopted by the Company are sufficient to cover the risks associated with the Loan:

- (i) The Group's finance department shall review the financial and credit status of Mr. Zhao every six months, including changes in major assets and liabilities and expected sources of repayment, to continuously monitor his solvency;
- (ii) Upon receipt of request by the Company at any time, Mr. Zhao shall immediately provide the Company with any documents and information regarding his financial condition to assess his repayment capacity and credit risk;
- (iii) If Mr. Zhao faces any potential financial instability risks, Mr. Zhao shall immediately notify the Company; and

- (iv) Pursuant to the Loan Agreement, Shanghai Trueland is entitled to require Mr. Zhao to immediately repay all outstanding principal, interest and liquidated damages (or, with the written consent of Shanghai Trueland, to perform a separately agreed repayment plan) upon the occurrence of certain events; if Mr. Zhao fails to repay all principal and interest of the Loan under the Loan Agreement on time, default interest shall be calculated on the overdue unpaid amount from the day following the Maturity Date until the date of actual repayment at the rates in accordance with the standards as stipulated in the Loan Agreement.

IV. INFORMATION ON THE PARTIES

Shanghai Trueland, the Company and the Group

Shanghai Trueland is a company established in the PRC on September 25, 2009 and a Consolidated Affiliated Entity. Shanghai Trueland is controlled by the Company based on the contractual arrangements though the Company does not have any direct or indirect equity interest in Shanghai Trueland.

The Company is an investment holding company incorporated in the Cayman Islands with limited liability and its Shares are listed on the Main Board of the Stock Exchange (stock code: 2556). The Group is principally engaged in the AI application business, with enterprise-level AI Agent application clusters, AI-native platforms and proprietary computing power as its core, providing AI application solutions covering scenarios such as marketing, sales, customer service, coaching, research and development, and business analysis, and is also engaged in precision marketing services, providing marketing solutions in the PRC.

Mr. Zhao

As at the date of this announcement, Mr. Zhao is the controlling Shareholder, executive Director, chairman of the Board and chief executive officer of the Company and as such, Mr. Zhao is a connected person of the Company under Chapter 14A of the Listing Rules. As at the date of this announcement, Mr. Zhao is interested in 116,925,000 Shares, representing approximately 42.12% of the Company's number of issued Shares (excluding treasury shares).

V. LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio (namely, the profits ratio) set out in Rule 14.07 of the Listing Rule in respect of the Loan exceeds 5% but is less than 25%, the Loan constitutes a discloseable transaction and is subject to the reporting and announcement requirements but exempt from the shareholders' approval requirements under Chapter 14 of the Listing Rules.

As at the date of this announcement, Mr. Zhao is the controlling Shareholder, executive Director, chairman of the Board and chief executive officer of the Company and is therefore a connected person of the Company. Accordingly, the provision of the Loan by Shanghai Trueland to Mr. Zhao constitutes financial assistance provided by the Group to a connected person and thus a connected transaction of the Company under Chapter 14A of the Listing Rules. As the highest applicable percentage ratio (other than the profits ratio) set out in Rule

14.07 of the Listing Rules in respect of the Loan exceeds 0.1% but is less than 5%, the Loan is subject to the reporting and announcement requirements but exempt from the independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

VI. BOARD APPROVAL

Mr. Zhao, being the borrower under the Loan Agreement, has abstained from voting on the Board resolution approving the Loan Agreement and the transaction contemplated thereunder. Save as disclosed above, no other Director has a material interest in the Loan Agreement, and no other Director has abstained from voting on the relevant Board resolution.

VII. DEFINITIONS

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

“Board”	the board of Directors of the Company
“Company”	Marketingforce Management Ltd (邁富時管理有限公司), an exempted company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (stock code: 2556)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Consolidated Affiliated Entity”	entities controlled by the Company through the contractual arrangements and considered as the subsidiaries of the Company, namely Shanghai Trueland and its subsidiaries
“controlling shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Drawdown Date”	the date on which Shanghai Trueland transfers the principal of each loan from the account of Shanghai Trueland to the collection account designated by Mr. Zhao for such loan pursuant to the Loan Agreement
“First Drawdown Date”	the Drawdown Date of the first loan
“Group”	the Company, its subsidiaries and its Consolidated Affiliated Entities
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“Loan”	the loan in a principal amount of up to RMB300,000,000 to be provided by Shanghai Trueland to Mr. Zhao pursuant to the Loan Agreement
“Loan Agreement”	the loan agreement dated October 23, 2026 entered into between Shanghai Trueland and Mr. Zhao in respect of the Loan
“Maturity Date”	the maturity date of the Loan Agreement, i.e., July 22, 2027
“Mr. Zhao”	Mr. Zhao Xulong (趙緒龍), the controlling Shareholder, executive Director, chairman of the Board and chief executive officer of the Company
“PRC”	the People’s Republic of China, which for the purpose of this announcement only and except where the context requires otherwise, excludes Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Shanghai Trueland”	Trueland Information and Technology (Shanghai) Co., Ltd. (珍島信息技術(上海)股份有限公司), a company established in the PRC on September 25, 2009 and a Consolidated Affiliated Entity
“Share(s)”	the share(s) of the Company
“Shareholder(s)”	holder(s) of the shares of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“treasury shares”	has the meaning ascribed to it under the Listing Rules
“%”	per cent

By order of the Board
Marketingforce Management Ltd
ZHAO Xulong
Chairman of the Board and Chief Executive Officer

Hong Kong, October 23, 2026

As at the date of this announcement, the Directors of the Company are: Mr. ZHAO Xulong as Chairman of the Board, executive Director and chief executive officer, Mr. ZHAO Guoshuai as Co-Chairman of the Board, executive Director and global executive president, Mr. XU Jiankang as executive Director, and Mr. YANG Tao, Ms. LI Yingjie and Mr. CHEN Chen as independent non-executive Directors.