THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in **GOGOX HOLDINGS LIMITED**, you should at once hand this circular, together with the enclosed form of proxy, to the purchaser(s) or transferee(s) or to the bank, stockbroker, registered dealer in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

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GOGOX HOLDINGS LIMITED

快狗打车控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2246)

(1) PROPOSED ADOPTION OF THE 2026 RSU SCHEME; AND (2) NOTICE OF EXTRAORDINARY GENERAL MEETING

A notice convening the Extraordinary General Meeting of GOGOX HOLDINGS LIMITED to be held at 24/F, Admiralty Centre I, 18 Harcourt Road, Hong Kong, on Monday, November 30, 2026 at 3:00 p.m., Hong Kong time, is set out on pages EGM-1 to EGM-3 of this circular. A form of proxy for use at the Extraordinary General Meeting is also enclosed.

Whether or not you intend to attend the Extraordinary General Meeting, you are requested to complete and return the accompanying form of proxy in accordance with the instructions printed thereon to GOGOX HOLDINGS LIMITED's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible and in any event not less than 48 hours before the time of the meeting or any adjournment thereof. Completion and return of the form of proxy shall not preclude you from attending and voting in person at the meeting or any adjournment thereof should you so wish.

November 6, 2026

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NOTICE OF EXTRAORDINARY GENERAL MEETING EGM-1

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

"2026 RSU Scheme" or the "Scheme"	the restricted share unit scheme of the Company proposed to be approved and adopted by the Shareholders at the EGM
"Actual Selling Price"	an amount equal to the actual price at which Shares are sold (net of brokerage, Stock Exchange trading fee, SFC transaction levy and any other applicable costs) in the circumstances contemplated in the Scheme Rules
"Adoption Date"	the date on which the 2026 RSU Scheme is approved and adopted by ordinary resolutions to be passed by the Shareholders at the EGM
"associates"	has the meaning ascribed to it under the Listing Rules
"Award(s)"	a grant of RSU(s) under the 2026 RSU Scheme by the Board to a Grantee, which may be settled by the Award Shares, Actual Selling Price or a combination of both as set out in the Scheme Rules
"Award Letter"	a letter issued by the Company, in respect of each grant of Award(s), on the Grant Date to each Grantee in such form as the Scheme Administrator may from time to time determine setting out the terms and conditions of the Award(s)
"Award Shares"	the Shares underlying the Awards
"Board"	the board of Directors of the Company
"Business Day"	any day on which the Stock Exchange is open for the business of dealing in securities

"Company"	GOGOX HOLDINGS LIMITED (快狗打车控股有限公司), a company with limited liability incorporated in the Cayman Islands on June 8, 2017 and the Shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 2246)
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Consolidated Affiliated Entities"	the entity(ies) the Company controls through the contractual arrangements, details of which are set out in the prospectus of the Company dated June 14, 2022
"controlling shareholder(s)"	has the meaning ascribed to it under the Listing Rules
"Director(s)"	the director(s) of the Company
"EGM"	the extraordinary general meeting of the Company to be convened for the purpose of considering and, if thought fit, approving, among others, the adoption of the 2026 RSU Scheme
"Eligible Participant(s)"	an Employee Participant(s) or a Related Entity Participant(s) selected by the Board to receive the grant of share awards under the 2026 RSU Scheme
"Employee Participants"	any person who is an employee (whether full-time or part-time), director (except for an independent non-executive director) or officer of any member of the Group, including persons who are granted Awards under the 2026 RSU Scheme as an inducement to enter into employment contracts with any member of the Group, provided that a person shall not cease to be an employee in the case of (a) any leave of absence approved by the relevant member of the Group; or (b) any transfer of employment amongst members of the Group or any successor, and provided further that a person shall, for the avoidance of doubt, cease to be an employee with effect from (and including) the date of termination of his/her employment

"Grant Date"	the date on which the grant of an Award is made to a Grantee, being the date of the Award Letter in respect of such Award
"Grantee(s)"	any Eligible Participant(s) approved for participation in the Scheme and who has been granted any Award pursuant to the Scheme Rules
"Group"	the Company and its subsidiaries and Consolidated Affiliated Entities at the relevant time or, where the context so requires, in respect of the period before the Company became the holding company of the present subsidiaries or the Consolidated Affiliated Entities, the business operated by such subsidiaries or the Consolidated Affiliated Entities or their predecessors (as the case may be)
"Latest Practicable Date"	October 31, 2026, being the latest practicable date prior to the printing of this circular for ascertaining certain information in this circular
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Related Entity"	a "holding company" of the Company (as defined in the SFO); a "subsidiary" of a holding company of the Company (as defined in the SFO) other than the Group; or an "associate" of the Company (as defined in the Listing Rules)
"Related Entity Participants"	any person who is an employee (whether full-time or part-time), director (except for an independent non-executive director) or officer of a Related Entity, in each case if the Company is of the view that such grant is in the interest of the long term growth of the Group
"Remuneration Committee"	the Remuneration Committee of the Board
"RSU(s)"	restricted share unit(s) that may be granted under the 2026 RSU Scheme

"Scheme Administrator"	the Board and/or any committee of the Board or other person(s) to whom the Board has delegated its authority in accordance with the Scheme Rules
"Scheme Mandate Limit"	has the same meaning as defined in the section headed "Letter from the Board — Proposed Adoption of the 2026 RSU Scheme — Scheme Limits" of this circular
"Scheme Rules"	the rules of the 2026 RSU Scheme
"SFO"	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
"Share Incentive Plan"	the pre-IPO share incentive plan of the Company approved and adopted on August 18, 2021, details of which are set out in the prospectus of the Company dated June 14, 2022
"Share(s)"	ordinary share(s) in the capital of the Company with a nominal value of USD0.000025 each
"Shareholder(s)"	registered holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"substantial shareholder(s)"	has the meaning ascribed to it under the Listing Rules
"USD"	United States dollars, the lawful currency of the United States of America
"%"	per cent

GOGOX HOLDINGS LIMITED
快狗打车控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2246)

Executive Directors:
Mr. LAM Hoi Yuen (林凱源)
(Chairman of the Board and Co-Chief Executive Officer)
Mr. HE Song (何松) *(Co-Chief Executive Officer)*

Non-executive Directors:
Mr. Hu Xiangcheng (胡湘成)
Ms. Li Xiaojing (李曉菁)

Independent Non-executive Directors:
Mr. TANG Shun Lam (鄧順林)
Mr. ZHAO Hongqiang (趙宏強)
Ms. CHU Ka Yin Norma (朱嘉盈)

Registered Office:
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PRC

Principal Place of Business in Hong Kong:
46/F, Hopewell Centre
183 Queen's Road East
Wan Chai, Hong Kong

November 6, 2026

To the Shareholders

Dear Sir or Madam,

(1) PROPOSED ADOPTION OF THE 2026 RSU SCHEME; AND (2) NOTICE OF EXTRAORDINARY GENERAL MEETING

INTRODUCTION

The purpose of this circular is to provide you with information and to seek your approval on, inter alia, the proposed adoption of the 2026 RSU Scheme. A notice of the EGM containing the resolutions to be proposed at the EGM is set out in this circular.

PROPOSED ADOPTION OF THE 2026 RSU SCHEME

The Board proposes the adoption of the 2026 RSU Scheme, which will be valid for 10 years from the Adoption Date. The principal terms of the 2026 RSU Scheme are set out below.

Purpose of the 2026 RSU Scheme

The purpose of the 2026 RSU Scheme is:

(i) to provide the Company with a flexible means of remunerating, incentivizing, retaining, rewarding, compensating and/or providing benefits to Eligible Participants;

(ii) to recognise the contributions by, and align the interests of, Eligible Participants with those of the Company and Shareholders by providing such Eligible Participants with the opportunity to acquire shareholding interests in the Company; and

(iii) to motivate Eligible Participants to contribute to the long-term growth and development of the Company and to enhance the value of the Company and its Shares for the benefit of the Company and Shareholders as a whole.

Eligible Participants

Eligible Participants under the 2026 RSU Scheme shall comprise:

(i) Employee Participants: any person who is an employee (whether full-time or part- time), director (except for an independent non-executive director) or officer of any member of the Group, including persons who are granted Awards under the Scheme as an inducement to enter into employment contracts with any member of the Group, provided that a person shall not cease to be an employee in the case of (a) any leave of absence approved by the relevant member of the Group; or (b) any transfer of employment amongst members of the Group or any successor, and provided further that a person shall, for the avoidance of doubt, cease to be an employee with effect from (and including) the date of termination of his/her employment; and

(ii) Related Entity Participants: any person who is an employee (whether full-time or part-time), director except for an independent non-executive director) or officer of a Related Entity, in each case if the Company is of the view that such grant is in the interests of the long-term growth of the Group;

and his/her eligibility shall, in each case, be determined by the Scheme Administrator from time to time on the basis of the Scheme Administrator's opinion as to his/her contribution and/or potential contribution to the development of the Group.

In determining the basis of an Eligible Participant, the Scheme Administrator will take into account various factors that it in its sole and absolute discretion considers relevant in assessing his/her contribution to the long-term development and growth of the Group, including individual performance, time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard, the length of engagement with the Group, and the actual and/or potential contribution to the development and growth of the Group.

Based on the above, the Directors (including the independent non-executive Directors) believe that the proposed scope for "Eligible Participants" is in line with the purpose of the 2026 RSU Scheme.

Scheme Limits

Scheme Mandate Limit

As at the Latest Practicable Date, there were 66,035,275 Shares in issue, and the Company did not have any treasury shares. Subject to the obtaining of Shareholders' approval with respect to the adoption of the 2026 RSU Scheme and assuming that there is no change in the issued Shares between the period from the Latest Practicable Date to the Adoption Date, the maximum number of Shares which may be issued pursuant to all Awards to be granted under the 2026 RSU Scheme together with the number of new Shares which may be issued under any other share schemes of the Company shall be 6,603,527 Shares, being 10% of the Shares in issue (excluding treasury shares) as at the Adoption Date ("**Scheme Mandate Limit**").

The Company may seek separate approval of the Shareholders in general meeting to grant Awards beyond the Scheme Mandate Limit to Eligible Participants specifically identified by the Company, subject to compliance with the requirements set out in Chapter 17 of the Listing Rules.

Maximum entitlement of each participant

Unless approved by the Shareholders in the manner required by the Listing Rules and as set out in the Scheme Rules, the total number of Shares issued and to be issued upon vesting of the Awards granted and to be granted under the 2026 RSU Scheme and any other share scheme(s) of the Company to each Eligible Participant (excluding any options and awards lapsed in accordance with the terms of any relevant scheme) in any 12-month period up to and including the date of such grant shall not exceed 1% of the relevant class of Shares in issue (excluding treasury shares) at the date of such grant.

Any further grant of Awards to an Eligible Participant which would exceed this limit shall be subject to the relevant requirements in the Listing Rules, which includes separate approval of the Shareholders in general meeting with the relevant Eligible Participant and his/her close associates (or associates if the Eligible Participant is a connected person) abstaining from voting.

Vesting of Awards

As disclosed in the section headed "Vesting Period" in Appendix I to this circular, the vesting period of the Awards shall be at least 3 years from the Grant Date, unless the Board (on the recommendation of the Remuneration Committee in accordance with the Scheme Rules) determines a shorter Vesting Date for any particular Award, which shall in any event be not less than 12 months from the Grant Date, save for certain circumstances permitted under the rules of the 2026 RSU Scheme.

The Directors are of the view that the vesting period (including the circumstances in which a shorter vesting period may apply) enables the Company to offer competitive remuneration and reward packages to certain Employee Participants in such circumstances that would be justified and reasonable, which is also consistent with the Listing Rules and market practice.

The Directors consider that a shorter Vesting Period may be more beneficial to the Company than a strictly enforced Vesting Period of at least 3 years, and in any event not less than twelve (12) months even if determined otherwise by the Board for the following reasons:

(a) The default vesting period of at least 3 years is a reasonable period of time spanning across several financial years to assess the contribution and performance of the grantee. However, it would be beneficial to the Company to be able to determine a shorter vesting period according to specific circumstances and roles of each grantee;

(b) Under certain circumstances, a strict requirement of a minimum of twelve (12) months of vesting may not adequately compensate or reward the grantee, referring to items (a) and (b) in the paragraph headed "Vesting Period" in Appendix I to this circular.

(c) It would be beneficial to the Company to have flexibility in adjusting its talent recruitment and retention strategy to suit its actual business needs and circumstances, by imposing vesting conditions based on performances instead of arbitrary vesting criteria based on time, which may be more efficient and meaningful in incentivising the grantees, referring to item (c) in the paragraph headed "Vesting Period" in Appendix I to this circular.

(d) It would be beneficial to the Company to be able to reward exceptional performers with accelerated or more compact vesting schedule, which enables the Group to provide a competitive remuneration package to attract and retain individuals, to reward past contribution which may otherwise be neglected due to administrative or compliance reasons and to grant Awards in exceptional circumstances where justified referring to items (d), (e) and (f) in the paragraph headed "Vesting Period" in Appendix I to this circular.

Accordingly, the Directors consider that the shorter vesting period in certain specific circumstances is appropriate and aligns with the purpose of the 2026 RSU Scheme.

Performance Targets

As disclosed in the section headed "Performance Targets" in Appendix I to this circular, the Board may set performance criteria/targets in the Award Letter in respect of Awards granted. Such performance targets may refer to one or more performance measures related to each Grantee according to his/her own specific circumstances, based on a variety of factors including: business or financial milestones or performance results, transaction milestones, the Grantee's historical, current or anticipated contribution to the Group. Such performance targets will be assessed periodically and evaluated by the Group over a specified evaluation period, on an absolute basis or a relative basis (such as relative to a pre-established target, to previous year's results or to a designated comparison group), in each case as specified by the Board in its sole discretion within the limits of the Scheme Rules.

The Directors consider that it is not practicable to expressly set out a generic set of performance targets in the 2026 RSU Scheme, since each Grantee has a different position/ role with respect to the Group and will contribute differently to the Group in both nature, duration and significance. The Board will have regard to the purpose of the 2026 RSU Scheme in making such determinations, with performance targets generally being in line with common key performance

indicators in the industry of the Group, such as quantitative performance targets to be achieved, the Grantee's background/experience, qualitative contributions made or potentially to be made to the Group, and broader audit result trends, subject to amendments or adjustments as the Board deem appropriate.

Purchase Price

The Scheme Administrator may determine the amount (if any) payable on application or acceptance of an Award and the period within which any such payments must be made, amounts (if any) and periods shall be set out in the Award Letter, taking into consideration factors such as the prevailing closing price of the Shares, the purpose of the Scheme, the performance and profile of the relevant Grantee(s). For the avoidance of doubt, the Scheme Administrator may determine the Purchase Price to be at nil consideration. The Board considers that it is consistent with the purpose of the 2026 RSU Scheme for the Company to retain discretion to decide on the purchase price (if any) for an Award on a case-by-case basis, so that meaningful reward could be provided to Grantees in recognition of their contribution to the Group.

Clawback

As disclosed in the section headed "Clawback" in Appendix I to this circular, where certain events specified in the Scheme Rules arises, the Board may determine that, with respect to a Grantee, Awards granted but not yet vested shall immediately lapse, and with respect to any Shares delivered or amount paid to the Grantee, the Grantee be required to transfer the same value, whether in Shares and/or cash, back to the Company (or nominee).

The Directors are of the view that the clawback mechanism enables the Company to clawback Awards (or the Award Shares underlying such Awards) received by those Grantees in the event of serious misconduct, or adversely harmed the Group, or otherwise exposed the Group to significant risk. In these circumstances, the Company would not consider it in the Company or Shareholders' best interests to incentivise them with proprietary interests of the Company under the 2026 RSU Scheme, nor would the Company consider such Grantees benefiting under the 2026 RSU Scheme to align with the purpose of the Scheme. As such, the Company considers this clawback mechanism appropriate and reasonable.

General

As at the Latest Practicable Date,

(i) save for the Share Incentive Plan, the Company had no other share schemes which have not been expired;

(ii) the Company intends to grant Awards under the 2026 RSU Scheme. The Scheme Administrator will from time to time consider whether to grant any Awards to the Eligible Participants based on a number of factors including, among others, the Group's overall financial performance, the individual performance of the Eligible Participants and their contribution to the potential business growth of the Group. The Company will make further announcement(s) in this regard in accordance with the Listing Rules as and when appropriate.

A summary of the principal terms of the 2026 RSU Scheme is set out in Appendix I to this circular. A copy of the Scheme Rules will be made available for inspection at the EGM and will be published on the websites of the Stock Exchange (http://www.hkexnews.hk) and the Company (https://gogoxholdings.com) for not less than 14 days before the date of the EGM.

An application will be made to the Stock Exchange for the approval for the listing of, and permission to deal in, any new Shares which may fall to be issued and allotted pursuant to the Award granted under the 2026 RSU Scheme.

THE EGM

The EGM of the Company will be held at 24/F, Admiralty Centre I, 18 Harcourt Road, Hong Kong on Monday, November 30, 2026 at 3:00 p.m., during which resolutions will be proposed to the Shareholders to consider and, if thought fit, pass resolutions to approve, the proposed adoption of the 2026 RSU Scheme.

The notice of the EGM is set out on pages EGM-1 to EGM-3 of this circular. A form of proxy for use at the EGM is enclosed, and such form of proxy is also published on the websites of the Stock Exchange (http://www.hkexnews.hk) and the Company (https://gogoxholdings.com). Whether or not the Shareholders are able to attend the EGM, the Shareholders are requested to complete and return the enclosed form of proxy in accordance with the instructions printed thereon to the office of the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude the Shareholders from attending and voting in person at the EGM or any adjournment thereof should the Shareholders so wish.

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of Shareholders at a general meeting must be taken by poll except where the chairman of the general meeting, in good faith, decides to allow a resolution which relates purely to procedural or administrative matter to be voted by a show of hands. Accordingly, the resolution put to vote at the EGM will be taken by way of poll.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, no Shareholders and any of their respective close associates has any material interest in the adoption of the 2026 RSU Scheme. As such, none of the Shareholders are required to abstain from voting in favour of the resolutions approving the above matters to be proposed at the EGM.

CLOSURE OF REGISTER OF MEMBERS

For determining the entitlement to attend and vote at the EGM to be held on Monday, November 30, 2026, the register of members of the Company will be closed from Wednesday, November 25, 2026 to Monday, November 30, 2026 (both days inclusive), during which period no transfer of Shares can be registered. In order to qualify for attending the EGM, all properly completed share transfer forms, accompanied by the relevant share certificates, must be lodged with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not later than 4:30 p.m. on Tuesday, November 24, 2026. All holders of Shares whose names appear on the register of members of the Company on Monday, November 30, 2026 will be entitled to attend and vote at the EGM.

RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the issuer. The Directors, having made all reasonable enquiries, 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 not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

RECOMMENDATION

The Directors are of the opinion that the proposed adoption of the 2026 RSU Scheme is fair and reasonable, in the interests of the Company and the Shareholders as a whole and, accordingly, the Directors recommend all Shareholders to vote in favour of the resolution(s) to be proposed at the EGM to approve the same.

Yours faithfully,
By order of the Board
GOGOX HOLDINGS LIMITED
Lam Hoi Yuen
Chairman and Executive Director

The following is a summary of the principal terms of the 2026 RSU Scheme proposed to be adopted at the EGM but does not form part of, nor was it intended to be, part of the terms and/or the rules of the 2026 RSU Scheme nor should it be taken as effecting the interpretation of the 2026 RSU Scheme. The Directors reserve the right at any time prior to the EGM to make such amendments, adjustments or modifications to the 2026 RSU Scheme and the 2026 RSU Scheme Rules as they may consider necessary or appropriate provided that such amendments, adjustments or modifications do not conflict with any material aspects with the summary in this Appendix.

The 2026 RSU Scheme Rules are prepared in English with no official Chinese version. The Chinese translation of the summary of the principal terms of the 2026 RSU Scheme as set forth herein is thus for reference only. In the event of any inconsistency, the English version shall prevail.

Purpose : The purpose of the 2026 RSU Scheme is to (i) to provide the Company with a flexible means of remunerating, incentivizing, retaining, rewarding, compensating and/or providing benefits to Eligible Participants; (ii) to recognise the contributions by, and align the interests of, Eligible Participants with those of the Company and Shareholders by providing such Eligible Participants with the opportunity to acquire shareholding interests in the Company; and (iii) to motivate Eligible Participants to contribute to the long-term growth and development of the Company and to enhance the value of the Company and its Shares for the benefit of the Company and Shareholders as a whole.

Awards : Awards in the form of RSUs which may be settled by the issuance and allotment of Award Shares and/or to be paid in cash in lieu of the Award Shares in such amount equivalent to the value of such number of Award Shares to which the Award is subject, or a combination or both, with the preferred choice of settlement as may be notified by the grantee upon vesting with the consent of the Scheme Administrator, in accordance with the terms of the Scheme Rules.

Administration : The 2026 RSU Scheme shall be administered by the Board. The Board may delegate to a committee of the Board or to such other person(s) as it considers appropriate the performance of administrative and ministerial functions under the 2026 RSU Scheme, provided that the power to grant Awards and to determine the terms and conditions of Awards shall be exercised only by the Board.

Duration : The 2026 RSU Scheme shall be valid and effective for a period of ten years commencing on the Adoption Date.

Eligible Participants : Eligible Participants are determined by the Scheme Administrator from time to time to be eligible to participate as grantees under the 2026 RSU Scheme, and shall fall under one or more of the below categories:

(a) Employee Participant, being an employee (whether full-time or part-time), director (except for an independent non-executive director) or officer of the Group, including persons who are granted Awards under the 2026 RSU Scheme as an inducement to enter into employment contracts with any member of the Group, provided that a person shall not cease to be an employee in the case of (a) any leave of absence approved by the relevant member of the Group; or (b) any transfer of employment amongst members of the Group or any successor, and provided further that a person shall, for the avoidance of doubt, cease to be an employee with effect from (and including) the date of termination of his/her employment.

(b) Related Entity Participant, being an employee (whether full-time or part-time), director (except for an independent non-executive director) or officer of a Related Entity, in each case if the Company is of the view that such grant is in the interests of the long-term growth of the Group.

Scheme Mandate Limit : The total number of new Shares that may be issued pursuant to all Awards to be granted under the 2026 RSU Scheme and awards to be granted under any other share schemes of the Company is:

(a) initially set at 10% of the Shares in issue (excluding treasury shares) as at the Adoption Date, being 6,603,527 Shares (assuming that there are no changes to the Company's issued share capital between the Latest Practicable Date and the EGM); and

(b) may be subsequently refreshed in accordance with the Scheme Rules and the Listing Rules, as further approved by Shareholders at general meeting.

Award Shares underlying Awards that have lapsed in accordance with the terms of the Scheme Rules (or the terms of any other share schemes of the Company) shall not be counted for the purpose of calculating the Scheme Mandate Limit.

Refreshing the Scheme Mandate Limit : The Company may refresh the Scheme Mandate Limit from the later of three years after the Adoption Date or three years after the date of the previous shareholder approval for refreshment of the Scheme Mandate Limit, with the prior approval of Shareholders in general meeting by way of ordinary resolution.

Any "refreshment" within any three year period, to the extent required by the Listing Rules, shall be approved by Shareholders and subject to the following:

(a) any controlling shareholder and their associates (or if there is no controlling shareholder, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting; and

(b) the Company will comply with applicable Listing Rules in relation to such refreshment, including Listing Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 (relating to, among others, special requirements for general meetings in respect of transactions that are subject to independent Shareholders' approval and abstentions from voting).

Individual Limit : Unless approved by the Shareholders in the manner required by the Listing Rules and as set out in the Scheme Rules, the total number of Shares issued and to be issued upon vesting of the Awards granted and to be granted under the Scheme and any other share scheme(s) of the Company to each Eligible Participant (excluding any options and awards lapsed in accordance with the terms of any relevant scheme) in any 12-month period up to and including the date of such grant shall not exceed 1% of the relevant class of Shares in issue (excluding treasury shares) at the date of such grant.

Any further grant of Awards to an Eligible Participant which would exceed this limit shall be subject to the relevant requirements in the Listing Rules, which includes separate approval of the Shareholders in general meeting with the relevant Eligible Participant and his/her close associates (or associates if the Eligible Participant is a connected person) abstaining from voting.

Connected person limit : Any grant of Awards to a Director, chief executive or substantial shareholder of the Company, or any of their respective associates, must be approved by the independent non-executive Directors.

Any grant of Awards to any Director or senior management of the Company, which are made on terms with a vesting period less than 12 months or without a performance target or without a clawback mechanism, shall be reviewed by the Remuneration Committee as to why such term is appropriate and how such grant aligns with the purpose of the 2026 RSU Scheme.

Where any grant of Awards to a Director, substantial shareholder or chief executive of the Company, or any of their associates would result in the number of Shares issued and to be issued in respect of all share options and Awards granted (excluding any share options and Awards lapsed in accordance with the terms of the 2026 RSU Scheme and any other share scheme(s) of the Company) to such person in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the relevant class of Shares in issue (excluding treasury shares) at the date of such grant, such further grant of Awards must be approved by the Shareholders in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules. The grantee, his/her associates and all core connected persons of the Company must abstain from voting in favour at such general meeting.

Purchase price and acceptance : The Scheme Administrator may determine the amount (if any) payable on application or acceptance of an Award and the period within which any such payments must be made, amounts (if any) and periods shall be set out in the Award Letter, taking into consideration factors such as the prevailing closing price of the Shares, the purpose of the Scheme, the performance and profile of the relevant Grantee(s). For the avoidance of doubt, the Scheme Administrator may determine the Purchase Price to be at nil consideration.

Unless otherwise specified in the Award Letter, the Grantee shall have 5 Business Days from the Grant Date to accept the Award, following which, the portion not accepted by the grantee shall automatically lapse.

Vesting of Awards : The Board may in respect of each Award and subject to all applicable laws, rules and regulations, determine the applicable vesting dates and/or any other criteria and conditions for vesting of the Awards in its sole and absolute discretion.

Vesting period : The vesting date in respect of any Award shall be at least 3 years from the date of grant, unless the Board (on the recommendation of the Remuneration Committee in accordance with the Scheme Rules) determines a shorter vesting date for any particular Award which shall in any event be not less than 12 months from the date of grant, provided that for Employee Participants, the vesting date may be less than 12 months from the date of grant (including on the date of grant) in the following circumstances:

(a) grants of "make whole" Awards to new Employee Participants to replace share awards such Employee Participants forfeited when leaving their previous employers;

(b) grants to an Employee Participant whose employment is terminated due to death or disability or event of force majeure;

(c) grants of Awards which are subject to the fulfilment of specific and objective performance targets, in lieu of time-based vesting criteria;

(d) grants of Awards the timing of which is determined by administrative or compliance requirements, in which case the vesting date may be adjusted to take account of the time from which the Award would have been granted if not for such administrative or compliance requirements;

Note: This includes the situation where the awards should have been granted earlier (e.g. at the time of employment of a new employee) but such grant is delayed due to administrative or compliance reasons such that all the grants are dealt with and announced at the same time periodically, in which case, the vesting period may be shortened to reflect such time of delay of the grant.

(e) grants of Awards with a mixed or accelerated vesting schedule such that the Awards vest evenly over a period of 12 months; or

(f) grants of Awards with a total vesting and holding period of more than 12 months.

Performance targets : The Board may in respect of each Award, on a case-by-case basis and at its sole and absolute discretion, and subject to all applicable laws, rules and regulations determine such performance targets or other criteria or conditions for vesting of Awards.

Where performance targets, criteria or conditions are to be specified in the relevant Award Letter, the Board may determine such performance targets, criteria or conditions based on, among others criteria, the following considerations:

	Grantee	**Considerations**
(i)	Director and member of senior management of the Company	Business or financial milestones or performance results, transaction milestones, the grantee's historical, current or anticipated contribution to the Group (including with respect to their experience, expertise, insight, management and oversight, or direction, etc.), as considered appropriate by the Board.
(ii)	Employee Participant (except a director or member of senior management of the Company)	If the performance appraisal within a specified period (such as in the previous year) reached a level to be further specified in the Award Letter, as determined by the Board (or body designated by the Board).
(iii)	Related Entity Participant	Contributes, or is likely to contribute, to the long-term development of the Group, with reference to achieving specified targets, among other criteria, financial or business performance, minimum service period, or business collaboration milestones, as determined by the Board (or body designated by the Board).

Clawback mechanism : In the event that:

(a) a grantee ceases to be an Eligible Participant (within the meaning of the Scheme Rules) by reason of the termination of the grantee's employment or contractual engagement with the Group or Related Entity for Cause (within the meaning of the Scheme Rules);

(b) a grantee has been convicted of a criminal offence involving his/her integrity or honesty; or

(c) in the reasonable opinion of the Board, a grantee has engaged in serious misconduct or breaches the terms of the 2026 RSU Scheme in any material respect,

then the Board may make a determination at its absolute discretion that: (A) any Awards granted to that grantee but not yet vested shall immediately lapse, regardless of whether such Awards have vested or not, (B) with respect to any Shares issued or transferred to that grantee pursuant to vesting and exercise of an Award, the grantee shall be required to transfer back to the Company or its nominee (1) the equivalent number of Shares, or (2) an amount in cash equal to the market value of such Shares as determined based on the average closing price of the Shares for the 5 Business Days prior to the date on which such clawback determination is made by the Board, or (3) a combination of (1) and (2).

Voting and dividend rights : Awards do not carry any right to vote at general meetings of the Company, nor any right to dividends, transfer or other rights. No grantee shall enjoy any of the rights of a Shareholder by virtue of the grant of an Award unless and until the Shares underlying an Award are issued or transferred to the grantee pursuant to the vesting of such Award.

Ranking of the Award Shares : The Award Shares shall be identical to all other existing Shares in issue and shall be allotted and issued subject to all the provisions of the Articles for the time being in force and will rank pari passu with the other fully paid Shares in issue on the date the name of the Grantee is registered on the register of members of the Company or, if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members. For the avoidance of doubt, a Grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of the Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration.

Lapse of Awards : In the event a grantee ceases to be an Eligible Participant, or the employment or contractual engagement between a grantee and any member of the Group or Related Entity is terminated under the following situations, the corresponding treatment of Awards granted shall apply:

(a) ***Retirement:*** If a Grantee ceases to be an Eligible Participant by reason of the grantee's retirement, any outstanding Awards not yet vested shall continue to vest in accordance with the vesting schedule and conditions (if any and if still applicable) set out in the Award Letter, or such other period as the Board may determine at their sole discretion insofar as such vesting period does not contravene the Listing Rules and any applicable laws, rules and regulations.

(b) ***Death or permanent incapacity:*** If a Grantee ceases to be an Eligible Participant by reason of (i) death of the grantee; or (ii) the termination of the grantee's employment or contractual engagement with any member of the Group or Related Entity by reason of the grantee's permanent physical or mental disablement, any outstanding Awards not yet vested shall immediately vest (provided that, in the case of a Related Entity Participant, such Awards shall vest on the first anniversary of the relevant Grant Date or, if later, the date of such death or incapacity), and the Company shall issue such number of Award Shares or pay the Actual Selling Price (as the "Benefits") pursuant to the vested Award to the legal personal representatives of the Grantee or the persons charged with the duty of representing the Grantee under applicable laws as soon as practicable following the vesting of such Award or, if the Benefits would otherwise become bona vacantia, the Benefits shall be forfeited and shall lapse. References in this paragraph to "grantee" shall be construed as references to a grantee's personal representative or estate where the context requires to the extent necessary to give effect to the provisions of this rule.

Subject to the above and without prejudice to the authority of the Board to provide additional situations when an Award shall lapse in the terms of any Award Letter, unless otherwise specified in the Award Letter, an Award shall lapse automatically in upon the following events:

(a) any Award granted but has not been accepted by the Grantee within the acceptance period;

(b) any Awards scheduled to vest at the end of that vesting period but that did not vest due to the failure to meet other applicable vesting conditions, shall lapse in such number and manner as specified in the Award Letter;

(c) the date on which the Board makes a determination under the clawback mechanism;

(d) if the exercise or vesting of any unvested or outstanding Award becomes illegal or in violation of applicable laws or regulations, the date on which such change in law or regulations become effective;

(e) if the grantee's employment was terminated due to the grantee's voluntary resignation, or if the grantee's employment expired and was not renewed, the date of the grantee's last day of employment;

(f) if the grantee's employment was terminated due to Cause, or if the grantee breached any term of its employment or service contract or engagement with any member of the Group, the date on which the Board determines it to be such Cause to have occurred or a breach to have taken place which warrants the lapse of the Award. "Cause" means, (i) in the case of any grantee who is party to an employment or service contract with any member of the Group that contains a definition of "Cause", the definition set forth in such contract shall apply with respect to such grantee under the Scheme; (ii) in the case of any other grantee, "Cause" shall mean, as determined by the Scheme Administrator in its reasonable judgment, (i) a substantial failure of the grantee to perform his duties and responsibilities to any member of the Group or substantial negligence in the performance of such duties and responsibilities; (ii) the commission by the grantee of a felony or a crime involving moral turpitude; (iii) the commission by the grantee of theft, fraud, embezzlement, material breach of trust or any material act of dishonesty involving any member of the Group; (iv) a significant violation by the grantee of the code of conduct of any material policy of any member of the Group, or of any statutory or common law duty of loyalty to any member of the Group; (v) material breach of any of the terms of the Scheme or the Award Letter; or (vi) other conduct by the grantee that could be expected to be harmful to the business, interests or reputation of any member of the Group;

(g) if the grantee engaged in behaviors including corruption, bribery, theft, negligence or misconduct or any other behaviors amounting to any legal offence behaviors that have caused serious damage to the Company or have brought the Company into disrepute, the date on which the Board determines it to have first become aware such behavior which warrants the lapse of the Award;

(h) if the grantee breached any confidentiality obligations or infringed the intellectual property of any member of the Group, the date on which the Board determines it to be such a breach which warrants the lapse of the Award;

(i) any unvested or outstanding Award forfeited by the grantee upon the grantee's written notification to the Scheme Administrator;

(j) the date on which the grantee commits a breach of rule against transferring the Awards;

(k) the date of the commencement of the winding-up of the Company; and

(l) the expiry of the periods referred to in the paragraphs headed "Rights on winding up" and "Rights on a compromise or arrangement".

Generally, if a Grantee ceases to be an Eligible Participant for reasons other than those set out above, any outstanding Awards not yet vested shall immediately be forfeited and shall lapse, unless the Board determines otherwise at its absolute discretion. The Board has the discretion to allow any outstanding Awards not yet vested to continue to vest in accordance with the vesting schedule and conditions, insofar as such vesting period does not contravene the Listing Rules and any applicable laws, rules and regulations.

Cancellation of Awards : The Board may cancel an Award with the prior consent of the Grantee.

Where the Board cancels an Award granted to an Eligible Participant and makes a new grant to the same Eligible Participant, such new grant, if funded by new Shares, may only be made under the 2026 RSU Scheme with available Scheme Mandate Limit approved by Shareholders as referred to in Rules 17.03B or 17.03C of the Listing Rules, and the Awards cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

Amendment : The Scheme Administrator may amend the Scheme or an Award granted under the Scheme, provided that:

(a) the amendment must comply with Chapter 17 of the Listing Rules; and

(b) Shareholders' approval at general meeting is required for the following:

(i) any amendment or alteration to the terms and conditions of the 2026 RSU Scheme that is of a material nature or any amendment or alteration to those provisions that relate to the matters set out in Rule 17.03 of the Listing Rules to the advantage of Eligible Participants; and

(ii) any change to the authority of the Board or the scheme administrator to alter the terms of the Scheme; and

(c) any change to the terms of an Award granted must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the shareholders of the Company (as the case may be) if the initial grant of the Awards was approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the shareholders of the Company (as the case may be), provided that this requirement does not apply where the relevant alteration takes effect automatically under existing terms of the 2026 RSU Scheme.

Termination : The 2026 RSU Scheme shall terminate on the earlier of: (a) the 10th anniversary of the Adoption Date; and (b) such date of early termination as determined by the Board, provided that such termination shall not affect any subsisting rights in respect of the Awards already granted to Eligible Participants.

Restrictions on Awards and transferability : Awards do not carry any right to vote at general meetings of the Company, nor any right to dividends, transfer or other rights. Awards are personal to the grantee and shall not be assignable or transferrable, except where a waiver has been granted by the Stock Exchange with respect to the proposed transfer, and such transfer has been made in compliance with the Listing Rules and with the consent of the Company. Following such transfer, the transferee shall be bound by the Scheme Rules and Award Letter as if the transferee was the grantee.

No Award shall be granted to any Eligible Participant during the following time periods:

(a) in circumstances prohibited by the Listing Rules or at a time when the relevant Eligible Participant would be prohibited from dealing in the Shares by the Listing Rules (including the Model Code for Securities Transactions by Directors of Listed Issuers, set out in Appendix C3 to the Listing Rules) or by any applicable rules, regulations or law;

(b) where the Company is in possession of any unpublished inside information in relation to the Company, until (and including) the trading day after such inside information has been announced; and

(c) during the periods commencing one month immediately before the earlier of the date of the board meeting for approving the Company's results for any year, half-year, quarterly or any other interim period and the deadline for the Company to announce such results, and ending on (and including) the trading day after the date of the results announcement, provided that such period will also cover any period of delay in the publication of any results announcement.

Change of control : If there is an event of change in control of the Company as the result of a merger, scheme of arrangement or general offer, or in the event of a dissolution or liquidation of the Company, the Scheme Administrator shall at its sole discretion determine whether the Vesting Dates of any Awards will be accelerated and/or the vesting conditions or criteria of any Awards will be amended or waived (provided they are in compliance with the requirements under Chapter 17 of the Listing Rules), and notify the Grantees accordingly.

If such acceleration of vesting periods and/or amendments in vesting conditions or criteria would result in a change in terms of the Awards granted, such amendment shall be subject to approval requirements under note 2 to Rule 17.03(18) of the Listing Rules.

Alterations in share capital : In the event of any alteration in the capital structure of the Company by way of capitalisation issue, rights issue, subdivision or consolidation of Shares or reduction of the share capital of the Company (other than as a result of an issue of Shares as consideration in a transaction) after the Adoption Date, the Scheme Administrator shall make such corresponding adjustments as the Scheme Administrator in its discretion may deem appropriate to reflect such change with respect to:

(a) the number of Shares constituting the Scheme Mandate Limit, provided that in the event of any Share subdivision or consolidation the Scheme Mandate Limit as a percentage of the total issued Shares of the Company at the date immediately before any consolidation or subdivision shall be the same on the date immediately after such consolidation or subdivision;

(b) the number of Shares in each Award to the extent any Award has not vested; and

(c) the Purchase Price of any Award (if any), or any combination thereof.

In respect of any such adjustments, other than any made on a capitalisation issue, the Company's auditors or an independent financial advisor engaged by the Company for such purpose must confirm to the Directors in writing that the adjustments satisfy the relevant requirements of the Listing Rules and are, in their opinion, fair and reasonable either generally or as regards any particular Grantee, provided always that: (i) such adjustment should give each Grantee the same proportion of the equity capital of the Company, rounded to the nearest whole Share, as that to which that Grantee was previously entitled prior to such adjustments; and (ii) no such adjustments shall be made which would result in a Share being issued at less than its nominal value. The capacity of the auditors or financial advisor (as the case may be) is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees.

Rights on winding-up : In the event a notice is given by the Company to the Shareholders to convene a Shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind up the Company, the Company shall forthwith give notice thereof to all the grantees and any grantee (or his legal personal representative) may at any time thereafter (but before such time as shall be notified by the Company) elect to accelerate the Awards (provided that such acceleration shall only apply to Awards in respect of which at least 12 months have elapsed since the relevant Grant Date, or which otherwise fall within the circumstances set out in the paragraph headed "Vesting period" in this Appendix I) either to its full extent or to the extent specified in such notice, and the Company shall as soon as possible and in any event no later than three days prior to the date of the proposed Shareholders' meeting, allot and issue and register in the name of the grantee such number of fully paid Shares to the grantee which fall to be issued on acceleration of vesting of such Awards.

Rights on a compromise or arrangement : In the event a compromise or arrangement (other than a scheme of arrangement) between the Company and its members or creditors is proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Company shall give notice thereof to all the grantees on the same day as it gives notice of the meeting to its members or creditors to consider such compromise or arrangement, and any grantee (or his legal personal representative) may at any time thereafter (but before such time as shall be notified by the Company) elect to accelerate the Awards (provided that such acceleration shall only apply to Awards in respect of which at least 12 months have elapsed since the relevant Grant Date, or which otherwise fall within the circumstances set out in the paragraph headed "Vesting period" in this Appendix I) either to its full extent or to the extent notified by the Company and the Company shall as soon as possible and in any event no later than three days prior to the date of the proposed meeting, allot, issue and register in the name of the grantee such number of fully paid Shares which fall to be issued on acceleration of vesting of such Awards.

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GOGOX HOLDINGS LIMITED
快狗打车控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2246)

NOTICE OF EXTRAORDINARY GENERAL MEETING

Unless otherwise specified, capitalized terms used in this notice shall have the same meanings as defined in the circular of the Company dated November 6, 2026 in respect of the adoption of the 2026 RSU Scheme (the "**Circular**"). Details regarding the resolutions in this notice are set out in the Circular.

NOTICE IS HEREBY GIVEN that the extraordinary general meeting (the "**EGM**") of **GOGOX HOLDINGS LIMITED** (the "**Company**") will be held at 3:00 p.m. on November 30, 2026 at 24/F, Admiralty Centre I, 18 Harcourt Road, Hong Kong, for the purposes of considering and, if thought fit, passing with or without modifications, the following resolutions which will be proposed as ordinary resolutions of the Company:

1. "**THAT**:

   subject to and conditional upon the Listing Committee of the Stock Exchange granting the approval for the listing of, and the permission to deal in, the Shares to be issued in respect of the award shares to be granted under the 2026 RSU Scheme, a copy of which is tabled at the meeting and marked "A" and initialled by the chairman of the meeting for identification purpose, the 2026 RSU Scheme be and is hereby approved and adopted; and any director of the Company or his/her delegate(s) be and are hereby authorized to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the 2026 RSU Scheme, including but without limitation:

(i) to administer the 2026 RSU Scheme under which award shares will be granted to the Eligible Participants eligible under the 2026 RSU Scheme to subscribe for Shares, including but not limited to determining and granting the award shares in accordance with the terms of the 2026 RSU Scheme;

(ii) to modify and/or amend the 2026 RSU Scheme from time to time provided that such modification and/or amendment is effected in accordance with the provisions of the 2026 RSU Scheme relating to the modification and/or amendment and subject to Chapter 17 of the Listing Rules;

(iii) to grant awards under the 2026 RSU Scheme and to allot and issue from time to time such number of Shares in the capital of the Company as may be required to be allotted and issued in respect of the award shares to be granted under the 2026 RSU Scheme and subject to the Listing Rules and the Companies Act of the Cayman Islands (the "**Companies Act**");

(iv) to make application at appropriate time or times to the Stock Exchange and any other stock exchanges upon which the issued Shares may for the time being be listed, for listing of, and permission to deal in, any Shares which may hereafter from time to time be allotted and issued in respect of the award shares to be granted under the 2026 RSU Scheme and subject to the Listing Rules and the Companies Act; and

(v) to consent, if it so deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the 2026 RSU Scheme and subject to the Listing Rules and the Companies Act."

2. "**THAT**:

subject to and conditional on the passing of the ordinary resolution no. 1 set out in this notice and the adoption of the 2026 RSU Scheme, the total number of Shares which may be issued in respect of all options and awards to be granted under the 2026 RSU Scheme and any other share schemes of the Company (i.e. the Scheme Mandate Limit) must not in aggregate exceed 10% (or such other percentage which may be specified by the Stock Exchange from time to time) of the total number of Shares in issue (excluding treasury shares) as at the Adoption Date or the relevant date of approval of the refreshment of the Scheme Mandate Limit."

By order of the Board
GOGOX HOLDINGS LIMITED
Lam Hoi Yuen
Chairman and Executive Director

Hong Kong, November 6, 2026

Registered Office:
4th Floor, Harbour Place,
103 South Church Street,
George Town, P.O. Box 10240,
Grand Cayman KY1-1002,
Cayman Islands

Principal Place of Business in Hong Kong:
46F, Hopewell Centre
183 Queen's Road East
Wan Chai, Hong Kong

Headquarters and Principal Place of Business in the PRC:
Room 212, Building C
Kaide Building Complex
No. 7 Rongyuan Road
Huayuan Industrial Park
Binhai Hi-tech Zone, Tianjin
PRC

Notes:

1 A shareholder entitled to attend and vote at the above meeting is entitled to appoint one or more proxies to attend, speak and vote in his/her stead. The proxy does not need to be a shareholder of the Company.

2 Where there are joint registered holders of any shares, any one of such persons may vote at the above meeting (or at any adjournment of it), either personally or by proxy, in respect of such shares as if he/she were solely entitled thereto but the vote of the senior holder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the vote(s) of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding.

3 In order to be valid, the completed form of proxy, must be deposited at the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong together with the power of attorney or other authority (if any) under which it is signed or a certified copy of that power of attorney or authority (such certification to be made by either a notary public or a solicitor qualified to practice in Hong Kong), at least 48 hours before the time appointed for holding the above meeting (i.e. at or before 3:00 p.m. on Saturday, November 28, 2026) or any adjournment thereof (as the case may be). The completion and return of the form of proxy shall not preclude shareholders of the Company from attending and voting in person at the above meeting (or any adjourned meeting thereof) if they so wish.

4 The register of members of the Company will be closed from Wednesday, November 25, 2026 to Monday, November 30, 2026, both days inclusive, in order to determine the eligibility of shareholders to attend the above meeting, during which period no share transfers will be registered. To be eligible to attend the above meeting, all properly completed transfer forms accompanied by the relevant share certificates must be lodged for registration with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not later than 4:30 p.m. on Tuesday, November 24, 2026. All holders of Shares whose names appear on the register of members of the Company on Monday, November 30, 2026 will be entitled to attend and vote at the EGM.

5 Pursuant to Rule 13.39(4) of the Listing Rules, voting for the resolution set out in this notice will be taken by poll at the above meeting.

As of the date of this notice, the Board comprises Mr. Lam Hoi Yuen and Mr. He Song as executive Directors; Mr. Hu Xiangcheng and Ms. Li Xiaojing as non-executive Directors; and Mr. Tang Shun Lam, Mr. Zhao Hongqiang and Ms. Chu Ka Yin Norma as independent non-executive Directors.