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 CA Cultural Technology Group Limited, you should at once hand this circular together with the enclosed form of proxy, to the purchaser or the transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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華夏文化科技集團
CA CULTURAL TECHNOLOGY GROUP

CA CULTURAL TECHNOLOGY GROUP LIMITED
華夏文化科技集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 01566)

ADOPTION OF THE 2026 SHARE OPTION SCHEME
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING

A notice convening the EGM be held at Room 2905, 29th Floor, China Resources Building, No. 26 Harbour Road, Wan Chai, Hong Kong on Monday, 23 November 2026 to be held at 10:00 a.m. is set out on pages EGM-1 to EGM-3 of this circular. A form of proxy for use at the EGM is also enclosed with this circular.

Whether or not you are able to attend the EGM, please complete and sign the enclosed form of proxy for use at the EGM in accordance with the instructions printed thereon and return it to 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, Wan Chai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for holding the EGM. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM (or any adjourned meeting thereof) should you so wish. Reference to the time and dates in this circular are to Hong Kong time and dates.

6 November 2026

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Appendix I — Principal Terms of the 2026 Share Option Scheme I-1

Notice of EGM EGM-1

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

"2015 Share Option Scheme"	the share option scheme adopted by the Company on 16 February 2015, which has been expired
"2026 Share Option Scheme"	the new share option scheme proposed to be adopted by the Company at the EGM, the principal terms of which are set out in Appendix I to this circular
"Adoption Date"	the date of adoption of the 2026 Share Option Scheme
"Articles of Association"	the articles of association of the Company as amended, supplemented or modified from time to time
"associate(s)"	has the meanings as defined under the Listing Rules
"Auditors"	the auditors for the time being of the Company
"Board"	the board of Directors
"Business Day"	any day on which the Stock Exchange is opened for the business of dealing in securities listed thereon
"Cayman Companies Act"	the Companies Act (as amended) of the Cayman Islands as amended, supplemented or modified from time to time
"CCASS"	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited
"Company"	CA Cultural Technology Group Limited, a 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: 1566)
"Director(s)"	the director(s) of the Company

"Eligible Participant(s)"	means any full-time employees, executives or officers (including executive, non-executive and independent non-executive directors) of the Company or any of the Subsidiaries, including any person who is granted Option(s) as an inducement to enter into employment contract with any member of the Group
"Exercise Price"	the price per Share, determined by the Board, at which a Grantee may subscribe for Shares on the exercise of an Option
"Grantee"	any Eligible Participant who accepts the offer of the grant of an Option in accordance with the rules of the 2026 Share Option Scheme
"Group"	the Company and its subsidiaries from time to time
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Latest Practicable Date"	5 November 2026, being the latest practicable date prior to the printing of this circular for ascertaining certain information in this circular
"Listing Committee"	has the meanings as defined under the Listing Rules
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
"Nomination Committee"	the nomination committee of the Company
"Offer"	an offer in writing for the grant of an Option made in accordance with the 2026 Share Option Scheme
"Offer Date"	the date on which an Offer is made to an Eligible Participant which must be a Business Day

"Offer Letter"	a letter setting out the terms of the offer given by the Company to the Eligible Participant in accordance with the 2026 Share Option Scheme
"Option(s)"	as the context may require, any option(s) granted or (as the case may be) to be granted to the Eligible Participant(s) to subscribe for Share(s) under the 2026 Share Option Scheme
"Option Period"	the period to be notified by the Board to each Grantee within which the Option may be exercised subject to the terms thereof
"Remuneration Committee"	the remuneration committee of the Company
"Scheme Mandate Limit"	has the meaning ascribed to it under the 2026 Share Option Scheme as disclosed in Appendix I to this circular
"Share(s)"	the ordinary share(s) of HK$0.01 each in the issued share capital of the Company
"Shareholder(s)"	holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Subsidiary(ies)"	has the meanings as defined under the Listing Rules
"treasury shares"	has the meanings as defined under the Listing Rules
"%"	per cent



華夏文化科技集團
CA CULTURAL TECHNOLOGY GROUP

CA CULTURAL TECHNOLOGY GROUP LIMITED
華夏文化科技集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 01566)

Executive Directors:
Mr. CHONG Heung Chung Jason
(Chairman and Chief Executive Officer)
Ms. LIU Moxiang
Mr. XIANG Lei
Mr. TANG Hongshun
Ms. XU Yaxin

Independent non-executive Directors
Mr. Ni Zhenliang
Mr. Wang Guozhen
Mr. Hung Muk Ming

Registered office:
Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman
KY1-1111
Cayman Islands

Head office and principal place of business:
2905, 29/F., China Resources Building
26 Harbour Road
Wanchai, Hong Kong

6 November 2026

To the Shareholders

Dear Sir or Madam,

ADOPTION OF THE 2026 SHARE OPTION SCHEME AND NOTICE OF EXTRAORDINARY GENERAL MEETING

1. INTRODUCTION

Reference is made to the announcement of the Company dated 31 August 2026 in relation to, among other things, the proposed adoption of the 2026 Share Option Scheme. An ordinary resolution will be proposed at the EGM for the Shareholders to consider and, if thought fit, approve the adoption of the 2026 Share Option Scheme. The purpose of this circular is to provide the Shareholders with information reasonably necessary in respect of the proposed adoption of the 2026 Share Option Scheme and to give you the notice of the EGM.

2. ADOPTION OF THE 2026 SHARE OPTION SCHEME

The 2015 Share Option Scheme adopted by the Company on 16 February 2015 has been expired. As at the Latest Practicable Date, no options remained outstanding under the 2015 Share Option Scheme and following its expiration, no further options may be offered or granted thereunder.

As at the Latest Practicable Date, there was no other share scheme (as defined under Chapter 17 of the Listing Rules) in effect. In view of the amendments to Chapter 17 of the Listing Rules which have taken effect from 1 January 2023 and the expiration of the 2015 Share Option Scheme, the Board proposes to seek approval of the Shareholders by way of an ordinary resolution at the EGM to adopt the 2026 Share Option Scheme in accordance with Chapter 17 of the Listing Rules. A summary of the principal terms and conditions of the 2026 Share Option Scheme is set out in Appendix I to this circular.

Purpose

The purposes of the 2026 Share Option Scheme are to enable the Company to grant Options to the Eligible Participants as incentives or rewards (i) to recognize their contribution or potential contribution to the growth and development of the Group, and to enable the Group to attract and retain the best quality personnel for the development of its businesses; (ii) to align their interests with those of the Company by providing them with the opportunity to acquire a proprietary interest in the Company; and/or (iii) to motivate them to contribute to the long-term growth and development of the Company with a view to enhance the value of the Company for the benefit of the Company and the Shareholders as a whole.

The Company is allowed to use treasury shares for the 2026 Share Option Scheme to the extent permitted by the Listing Rules, all applicable laws and regulations and the Articles of Association. If the Company has treasury shares available, the Company may use the treasury shares for the 2026 Share Option Scheme where appropriate.

Conditions of the 2026 Share Option Scheme

The 2026 Share Option Scheme will take effect upon satisfaction of the following conditions:

(a) the passing of the necessary resolutions by the Shareholders in the EGM to approve and adopt the 2026 Share Option Scheme and to authorize the Board to grant the Options to allot, issue and deal with the Shares which fall to be issued pursuant to the exercise of the Options under the 2026 Share Option Scheme; and

(b) the Listing Committee granting the listing of, and permission to deal in, the Shares to be issued pursuant to the exercise of the Options granted under the 2026 Share Option Scheme.

An application will be made by the Company to the Listing Committee for the approval of the listing of, and permission to deal in, the new Shares which may fall to be issued pursuant to the exercise of the Options granted under the 2026 Share Option Scheme.

Pursuant to the Note (1) to Rule 17.03(2) of the Listing Rules, the Company has sought legal advice on the prospectus requirements of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) in relation to the 2026 Share Option Scheme proposed to be adopted and understands that exemptions may be available from the prospectus registration requirements, provided that the grant of Options made by the Company under the 2026 Share Option Scheme to the Eligible Participants falls within the said exemptions, and in which case the adoption of the 2026 Share Option Scheme would not constitute an offer to public, and the prospectus requirements under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) are not applicable.

Eligible Participants

The Board shall have the right to determine and select the Eligible Participant(s) to whom the Option(s) shall be granted. The basis of eligibility of any Eligible Participant(s) to an Offer shall be determined by the Directors from time to time in their absolute discretion. The scope of the Eligible Participants shall include Directors, employees and officers of the Company and the Subsidiaries.

Under the 2026 Share Option Scheme, Eligible Participants mean any full-time employees, executives or officers (including executive, non-executive and independent non-executive directors) of the Company or any of the Subsidiaries, including any person who is granted Option(s) as an inducement to enter into employment contract with any member of the Group.

The definition of Eligible Participants is consistent with the Listing Rules. The eligibility criteria set out under the paragraph below headed "Basis of Eligibility of Eligible Participants" are also consistent with the purposes of the 2026 Share Option Scheme, enabling the Group to preserve its cash resources while utilizing share incentives to encourage employees to contribute to the Group and align their interests with those of the Company, which in turn will support the long-term growth and sustainable development of the Group.

Basis of Eligibility of Eligible Participants

In determining the basis of eligibility of, and the terms of grant of Options to each of the Eligible Participants, the Board will take into account different factors, his/her experience in the business of the Group, the length of his/her service with the Group, his/her contribution to the development and long-term growth of the Group and other factors as the Board may at its discretion consider appropriate.

The Board also has the discretion to impose different terms and conditions on Options to be granted to these participants, which allows the Board to have flexibility to impose appropriate conditions in light of the particular circumstances of each grant, corresponding to the relevant Eligible Participant's contribution or potential contribution (including future contributions to the Group). In particular, the Board would take into account, on a case-by-case basis, among other things, the following factors in assessing the eligibility of the relevant Eligible Participants: (i) their individual performance; (ii) their time commitment, responsibilities or employment conditions with reference to the prevailing market practice and industry standard (taking into account the remuneration package of employees of similar position and experience in similar industry (where available)); (iii) their educational and professional qualifications, and knowledge in the industry; (iv) the length of their engagement with the Group; and (v) their individual contributions or potential contributions towards the development and growth of the Group.

Independent non-executive Directors as Eligible Participants

In terms of including the independent non-executive Directors also fall within the categories of Eligible Participants, the Company is mindful of the recommended best practices under E.1.9 of the Corporate Governance Code set out in Appendix C1 to the Listing Rules which provides that issuers generally should not grant equity-based remuneration (e.g. share options or grants) with performance-related elements to independent non-executive Directors as they may lead to bias in their decision-making and comprise their objectivity and independence. Notwithstanding the above, the Company is of the view that independent non-executive Directors are important members of the Board and their contribution to the independence and impartiality of the Board is an important element for the Shareholders and investors of the Company to assess the performance and corporate governance of the Company. Therefore, it is important for the Company to be able to include them as one of the Eligible Participants in order to attract and retain suitable independent non-executive Directors so that they can continue to contribute to the success of the Company. The Board is of the view that the independence and impartiality of the independent non-executive Directors will not be impaired by any potential grant of Options under the 2026 Share Option Scheme for the following reasons: (i) the independent non-executive Directors are required to comply with the independence requirement under Rule 3.13 of the Listing Rules; (ii) having the flexibility to offer share options will enhance the Company's ability to maintain competitive

remuneration packages for attracting and retaining talents; (iii) the Remuneration Committee and the Board will consider whether the package offered to independent non-executive Directors may affect the independent non-executive Directors' objectivity and independence and it is expected that any equity-based remuneration that may be granted by the Company to any independent non-executive Director will make reference to the prevailing market benchmark as well as the time and effort devoted by such Director and such grant (if any) will only form part of (but not the integral of) the independent non-executive Director's remuneration package; and (iv) in the event that the Company decides to grant any Options to any independent non-executive Director, the Company will comply with the applicable requirements under the Listing Rules including in particular the recommended best practice E.1.9 of Appendix C1 to the Listing Rules whereby any grants to them will not include any performance-related elements.

In view of the above, the Board is of the view that the adoption of the 2026 Share Option Scheme aligns with the market practice of providing incentives to the Eligible Participants to work towards enhancing the enterprise value, achieving the long-term objectives for the benefit of the Group as a whole and therefore, consider such arrangements to be appropriate and in alignment of the objectives of the 2026 Share Option Scheme, and are in the best interests of the Company and the Shareholders as a whole.

As at the Latest Practicable Date, the Company had no plan or intention to grant Options to any independent non-executive Director under the 2026 Share Option Scheme.

Scheme Mandate Limit

As at the Latest Practicable Date, the issued share capital of the Company comprised 1,616,256,118 Shares and the Company held no treasury shares. Assuming that there is no change in the issued share capital during the period between the Latest Practicable Date and the Adoption Date, the total number of Shares in respect of all Options to be granted under the 2026 Share Option Scheme together with all options and awards which may be granted under any other share scheme(s) for the time being of the Company will be 161,625,611 Shares, representing 10% of the total number of issued Shares (excluding treasury shares) as of the Adoption Date.

The Scheme Mandate Limit may however be refreshed as detailed in paragraph 3 of Appendix I to this circular. The Scheme Mandate Limit applies to new Shares and the treasury shares which the Company may issue under the 2026 Share Option Scheme and any other share schemes of the Company.

Vesting Period

The vesting period for the Options under the 2026 Share Option Scheme shall be determined by the Board, and in any case, shall not be less than 12 months from (and including) the Offer Date. To ensure the practicability in fully attaining the purpose of the 2026 Share Option Scheme, the Board and the Remuneration Committee are of the view that (i) there are certain instances where a strict 12-month vesting requirement would not work or would not be fair to the Grantee, the exhaustive circumstances of which are set out in paragraph 7(i) to (vi) of Appendix I to this circular; and (ii) the Group should be allowed discretion to formulate its own talent recruitment and retention strategies in response to changing market conditions and industry competition, and thus should have flexibility to impose vesting conditions such as performance-based vesting conditions instead of time-based vesting criteria depending on individual circumstances. Hence, the Board is of the view, which view is concurred by the Remuneration Committee, that the shorter vesting period prescribed in paragraph 7(i) to (vi) of Appendix I to this circular is in line with the market practice, is appropriate and aligns with the purpose of the 2026 Share Option Scheme.

As at the Latest Practicable Date, the Company has no intention to grant Options under the 2026 Share Option Scheme with a vesting period of less than 12 months. Any future grant of Options with a shorter vesting period (if any) will be made only in the circumstances permitted under the scheme rules and in compliance with the Listing Rules.

Performance Targets

Subject to the terms and conditions of the 2026 Share Option Scheme, the Listing Rules and any applicable laws and regulations, the Board (or a committee of the Board, or person(s) to whom the Board has delegated its authority) shall have the power to determine such performance targets or other criteria or conditions for the vesting of Options in its sole and absolute discretion.

The performance target, if any, shall be based on the performance of the relevant Eligible Participant and/or the operating or financial performance of the Group, including but not limited to (i) the business and financial performance of the Group (such as profit before tax); (ii) the attainment of corporate goals, including non-financial parameters (such as operational efficiency, optimization of internal operations and systems, and consolidation of customer relationships); (iii) individual performance appraisal; and/ or (iv) other criteria to be determined by the Board in its absolute discretion from time to time, which shall be set out in the relevant offer letter to each selected Eligible Participant.

As each Grantee may hold a different position or role within the Group and may contribute to the Group differently in terms of nature, duration or significance, it may not be appropriate to impose a uniform set of performance targets across all grants of Option. Accordingly, the 2026

Share Option Scheme does not prescribe rigid performance targets that must be met before an Option can be exercised. The Board considers that retaining flexibility to determine whether, and to what extent, performance targets should be attached to each Option — taking into account the specific circumstances of each Grantee — is in the best interests of the Company and the Shareholders.

The Board also considered that such performance targets align with the purpose of the 2026 Share Option Scheme by incentivizing and rewarding Eligible Participants with equity interest that recognizes their contributions to the long-term growth and development of the Group.

The Company will evaluate the actual performance and contribution of a Grantee against the performance targets set and form a view as to whether the relevant performance targets have been satisfied. Each performance target may be assessed either on a time basis (i.e., annually or cumulatively over a multi-year period against prior results) or upon the completion of specific milestone events specified in the relevant offer letter. The Board or the Remuneration Committee (or an executive officer of the Company delegated with such authority, as the case may be) shall have the sole discretion in determining whether the relevant performance targets for an Eligible Participant have been met.

Where Options are granted to the Directors or senior management of the Company without performance targets, the Company will comply with the requirements under Rule 17.06B(8) of the Listing Rules that the relevant announcement will include the views of the Remuneration Committee on why performance targets are not necessary and how the grants would align with the purpose of the 2026 Share Option Scheme.

Claw-back mechanism

Notwithstanding the terms and conditions of the 2026 Share Option Scheme, the Board (or a committee of the Board) shall have the authority to claw back any Option previously granted but not yet exercised, without the Grantee's consent, under certain specified circumstances. Such circumstances include, among other things, where a Grantee ceases to be an Eligible Participant under designated grounds, is convicted of a criminal offence involving integrity or honesty, engages in serious misconduct, commits a material breach of the terms of the 2026 Share Option Scheme or the relevant Offer Letter, or is involved in a material misstatement in the financial statements of the Company, as more particularly set out in paragraph 9 of Appendix I to this circular. For the avoidance of doubt, Options that have already been exercised shall not be subject to the claw back mechanism.

Basis of Determination of the Exercise Price

The Exercise Price in relation to each Option offered to an Eligible Participant shall be determined by the Board in its absolute discretion on the Offer Date, but in any event shall be at least the highest of:

(i) the closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange on the Offer Date;

(ii) the average closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange for the five (5) consecutive Business Days immediately preceding the Offer Date; and

(iii) the nominal value of a Share on the Offer Date.

The basis for determining the Exercise Price is specified in the rules of the 2026 Share Option Scheme. This is in line with Rule 17.03E of the Listing Rules and aligns with the purpose of the 2026 Share Option Scheme, to the extent that Grantees are incentivized to contribute to the growth and development of the Group in order to enhance the market price of the Shares and thereby realize the economic benefits of the Options granted. The Board considers that such basis serves to preserve the value of the Company and encourage Eligible Participants to acquire proprietary interests in the Company.

Other information

A summary of the principal terms and conditions of the 2026 Share Option Scheme is set out in Appendix I to this circular. A copy of the 2026 Share Option Scheme will be published on the Stock Exchange's website and the Company's website for 14 days from the date of this circular.

With respect to the operation of the 2026 Share Option Scheme, the Company will, where applicable, comply with the relevant requirements under Chapter 17 of the Listing Rules. The 2026 Share Option Scheme does not have a trustee and hence none of the Directors is and will be a trustee of the 2026 Share Option Scheme. As at the Latest Practicable Date, the Company did not have any plan to appoint any trustee under the 2026 Share Option Scheme.

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, as at the Latest Practicable Date, no Shareholder had any material interest in the adoption of the 2026 Share Option Scheme. Accordingly, no Shareholder is required to abstain from voting on the resolution approving the adoption of the 2026 Share Option Scheme at the EGM.

3. THE EGM AND PROXY ARRANGEMENT

Pursuant to the Listing Rules and the Articles of Association, any vote of Shareholders at a general meeting must be taken by poll except where the chairman, in good faith, decides to allow a resolution purely relating to a procedural or administrative matter to be voted on by a show of hands. An announcement on the poll results will be published by the Company after the EGM in the manner prescribed under the Listing Rules.

A notice convening the EGM and the accompanying form of proxy for use at the EGM are enclosed with this circular. The form of proxy is also published on the website of the Stock Exchange and the website of the Company.

Whether or not you are able to attend the EGM, please complete and sign the enclosed form of proxy for use in accordance with the instructions printed thereon and return it to 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, Wan Chai, 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). To be valid, the form of proxy, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power of attorney or authority, must be deposited at the Company's branch share registrar in Hong Kong by the time specified above. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM (or any adjourned meeting thereof) should you so wish, and in such event, the form of proxy shall be deemed to be revoked.

Corporate Representative Arrangement

In the case of an appointment of a corporate representative by a corporate Shareholder (other than a Shareholder which is a Clearing House (as defined in the Articles of Association) or its nominee(s)), a copy of the resolution of the directors or other governing body of such Shareholder authorizing the appointment of the corporate representative, or a form of notice of appointment of corporate representative issued by the Company for such purpose, or a copy of the relevant power of attorney — together with an up-to-date copy of the Shareholder's constitutive documents and a list of directors or members of its governing body as at the date of such resolution or power of attorney (in each case certified by a director, secretary, or member of the governing body of that Shareholder and notarized) — 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, Wan Chai, Hong Kong, not less than 48 hours before the time appointed for holding the meeting (or any adjournment thereof).

Closure of Register of Members

For the purpose of determining the entitlement to attend and vote at the EGM, the register of members of the Company will be closed from Tuesday, 17 November 2026 to Monday, 23 November 2026, both days inclusive, during which period no transfer of Shares will be registered. In order to be eligible to attend and vote at the EGM, all completed transfer documents 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, Wan Chai, Hong Kong for registration not later than 4:30 p.m. on Monday, 16 November 2026.

4. 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 relating to the Group. 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.

5. RECOMMENDATION

The Directors consider that the proposed adoption of the 2026 Share Option Scheme is in the best interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends the Shareholders to vote in favour of the resolution to be proposed at the EGM.

Your attention is drawn to the additional information set out in the appendix to this circular.

By order of the Board of
CA Cultural Technology Group Limited
Chong Heung Chung Jason
Chairman and Executive Director

The following is a summary of the principal terms of the rules of the 2026 Share Option Scheme proposed to be adopted at the EGM. This summary is intended to provide sufficient information to the Shareholders for their consideration of the 2026 Share Option Scheme and does not form part of, nor is it intended to be part of, the rules of the 2026 Share Option Scheme. The Board reserves the right, at any time prior to the EGM, to make such amendments to the 2026 Share Option Scheme as it may consider necessary, desirable, or appropriate, provided that such amendments do not conflict in any material aspect with the summary set out in this appendix.

1. PURPOSE OF THE 2026 SHARE OPTION SCHEME

The purposes of the 2026 Share Option Scheme are to enable the Company to grant Options to the Eligible Participants as incentives or rewards (i) to recognize their contribution or potential contribution to the growth and development of the Group, and to enable the Group to attract and retain the best quality personnel for the development of its businesses; (ii) to align their interests with those of the Company by providing them with the opportunity to acquire a proprietary interest in the Company; and/or (iii) to motivate them to contribute to the long-term growth and development of the Company with a view to enhance the value of the Company for the benefit of the Company and the Shareholders as a whole.

2. ELIGIBLE PARTICIPANTS OF THE 2026 SHARE OPTION SCHEME AND THE BASIS OF ELIGBILITY OF ELIGIBILITY PARTICIPANTS

Eligible Participants mean any full-time employees, executives or officers (including executive, non-executive and independent non-executive directors) of the Company or any of the Subsidiaries, including any person who is granted Option(s) as an inducement to enter into employment contract with any member of the Group.

In determining the basis of eligibility of, and the terms of grant of Options to each of the Eligible Participants, the Board will take into account different factors, his/her experience in the business of the Group, the length of his/her service with the Group, his/her contribution to the development and long-term growth of the Group and other factors as the Board may at its discretion consider appropriate.

The Board also has the discretion to impose different terms and conditions on Options to be granted to these participants, which allows the Board to have flexibility to impose appropriate conditions in light of the particular circumstances of each grant, corresponding to the relevant Eligible Participant's contribution or potential contribution (including future contributions to the Group). In particular, the Board would take into account, on a case-by-case basis, among other things, the following factors in assessing the eligibility of the relevant Eligible Participants: (i) their individual performance; (ii) their time commitment, responsibilities or employment

conditions with reference to the prevailing market practice and industry standard (taking into account the remuneration package of employees of similar position and experience in similar industry (where available)); (iii) their educational and professional qualifications, and knowledge in the industry; (iv) the length of their engagement with the Group; and (v) their individual contributions or potential contributions towards the development and growth of the Group.

3. SCHEME MANDATE LIMIT

(i) Unless further approval has been obtained pursuant to paragraphs 3(iv) and/or 3(v), the total number of Shares which may be issued in respect of all Options to be granted under the 2026 Share Option Scheme and all options and awards under any other scheme(s) of the Company involving issue of new Shares is 10% of the total number of Shares in issue (excluding treasury shares, if any) (the "**Scheme Mandate Limit**") as at the Adoption Date.

(ii) For illustrative purpose and assuming there is no change in the number of total number of Shares as at the Latest Practicable Date (i.e. being 1,616,256,118 Shares) and the Adoption Date, the maximum number of new Shares that may be issued in respect of all Options to be granted under the 2026 Share Option Scheme together with all options and awards that may be granted under any other share schemes for the time being of the Company under the Scheme Mandate Limit is 161,625,611 Shares. The Company may either issue new Shares or transfer treasury shares to the relevant Grantee upon exercise of the Options granted under the 2026 Share Option Scheme.

(iii) Without prejudice to paragraph 3(iv) below, the Company may seek approval by its Shareholders in a general meeting to refresh the Scheme Mandate Limit after three years from the (i) the Adoption Date or (ii) the date of the Shareholders' approval of the last refreshment, or at any time within the three-year period subject to the compliance with the applicable requirements under the Listing Rules provided that the total number of Shares which may be issued in respect of all Options to be granted under the 2026 Share Option Scheme and all options and awards to be granted under any other schemes of the Company under the Scheme Mandate Limit as refreshed must not, in aggregate, exceed 10% of the total number of Shares in issue (excluding treasury shares, if any), respectively as at the date of Shareholders' approval approving the refreshed Scheme Mandate Limit, and subject further to compliance with other requirements prescribed under the Listing Rules from time to time.

(iv) Any refreshment of the Scheme Mandate Limit within any three-year period must be approved by Shareholders subject to the following provisions:

(a) any controlling Shareholders and their associates (or if there are no controlling Shareholders, 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 must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules,

provided that the requirements under provisions (a) and (b) above do not apply if the refreshment is made immediately after an issue of securities by the Company to its Shareholders on a pro-rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the relevant class of Shares in issue) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of securities, rounded to the nearest whole share. The Company must send a circular to the Shareholders containing the number of Options that were already granted under the existing Scheme Mandate Limit, and the reason for the "refreshment".

(v) The Company may seek separate approval by its Shareholders in general meeting for granting Options beyond the Scheme Mandate Limit (or the refreshed Scheme Mandate Limit, as the case may be) provided the Options in excess of the Scheme Mandate Limit or the refreshed Scheme Mandate Limit (as the case may be) are granted only to Eligible Participants specifically identified by the Company before such approval is sought. The Company must send a circular to the Shareholders containing the name of each specified Eligible Participant who may be granted such Options, the number and terms of the Options to be granted to each Eligible Participant, and the purpose of granting Options to the specified Eligible Participants with an explanation as to how the terms of the Options serve such purpose. The number and terms of Options to be granted to such Eligible Participants must be fixed before Shareholders' approval. In respect of any Options to be granted, the date of the Board meeting for proposing such grant should be taken as the date of grant for the purpose of calculating the Exercise Price of such Options. The Scheme Mandate Limit shall be adjusted, in such manner as the Auditors or the approved independent financial adviser shall certify to be appropriate, fair and reasonable in the event of any alteration in the capital structure of the Company in accordance with paragraph 21 in this appendix whether by way of

sub-division or consolidation of Shares of the Company but in any event shall not exceed the limits prescribed in this paragraph, as calculated on the basis of the new capital structure of the Company after completion of the relevant alteration.

(vi) For the purpose of calculating the Scheme Mandate Limit:

(a) Options previously granted under the 2026 Share Option Scheme (including those outstanding, cancelled, vested or exercised in accordance with the terms of the scheme) and any other schemes of the Company will be regarded as utilized;

(b) Options cancelled in accordance with the terms of the 2026 Share Option Scheme and any other schemes of the Company will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit;

(c) Options lapsed in accordance with the terms of the 2026 Share Option Scheme and any other schemes of the Company will not be regarded as utilized for the purpose of calculating the Scheme Mandate Limit; and

(d) If the Company conducts a share consolidation or subdivision after the Scheme Mandate Limit has been approved in general meeting, the maximum number of Shares that may be issued in respect of all options and awards to be granted under all of the schemes of the Company under the Scheme Mandate Limit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share.

4. MAXIMUM ENTITLEMENT OF EACH ELIGIBLE PARTICIPANT

(i) The total number of Shares issued and to be issued in respect of all options and awards granted to each Eligible Participant (excluding any options and awards lapsed) under the 2026 Share Option Scheme and any other schemes of the Company in any 12-month period up to and including the date of such grant shall not exceed 1% of the Shares in issue (excluding treasury shares).

(ii) Where any further grant of options to an Eligible Participant would result in the Shares issued and to be issued in respect of all options and awards granted and to be granted to such person (including exercised, cancelled, and outstanding options and awards, but excluding any options and awards lapsed) in the 12-month period up to and including the date of such further grant representing in aggregate over 1% of the Shares in issue (excluding treasury shares), such further grant must be subject to separate approval by

the Shareholders in general meeting, with such Eligible Participant and his/her close associates (or associates if the Eligible Participant is a connected person) abstaining from voting. The Company must send a circular to its Shareholders, which must disclose the identity of the Eligible Participant, the number and terms of the Options to be granted (and those options and awards previously granted to such Eligible Participant in the 12-month period), the purpose of granting Options to such Eligible Participant and an explanation as to how the terms of the Options serve such purpose. The number and terms of the Options to be granted to such Eligible Participant must be fixed before Shareholders' approval. In respect of the Options to be granted, the date of the Board meeting at which the Board proposes to grant such Options shall be taken as the Offer Date for the purpose of calculating the exercise price.

(iii) Any grant of Options under the 2026 Share Option Scheme or any other share scheme of the Company 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 (excluding any independent non-executive Director who is the grantee of the Options in question).

Where any grant of Options to a substantial Shareholder or an independent non-executive Director of the Company, or any of their respective associates, would result in the Shares issued and to be issued in respect of all options and awards granted (excluding any options and awards lapsed in accordance with the terms of the scheme) 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 Shares in issue (excluding treasury shares), such further grant of Options must be approved by the Shareholders in general meeting in the manner set out in Rule 17.04(4) of the Listing Rules. Pursuant to Rule 17.04(4) of the Listing Rules, the Company must send a circular to the Shareholders containing the information required under Rule 17.04(5) of the Listing Rules, including:

(a) details of the number and terms of the Options to be granted to each grantee, which must be fixed before the Shareholders' meeting;

(b) the views of the Remuneration Committee on the terms of the grant (including the vesting period and performance targets, if applicable) and its recommendation to the independent Shareholders as to voting; and

(c) the views of the independent non-executive Directors (excluding any independent non-executive Director who is a grantee) as to whether the terms of the grant are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

At such general meeting, the grantee, his/her associates, and all core connected persons of the Company must abstain from voting in favour of the relevant resolution(s) at such general meeting in accordance with Rule 17.04(4) of the Listing Rules.

(iv) Any change in the terms of Options granted to an Eligible Participant who is a Director, chief executive, or substantial Shareholder of the Company, or any of their respective associates, must be approved by the Shareholders in the manner set out in Rule 17.04(4) of the Listing Rules if the initial grant required such approval. This requirement does not apply where the changes take effect automatically under the existing terms of the 2026 Share Option Scheme.

5. TIME OF ACCEPTANCE

(i) Subject to the terms of the 2026 Share Option Scheme, the Listing Rules, and any applicable legal and regulatory requirements (including, where appropriate, any codes of conduct), the Board may, in its absolute discretion, offer to grant an Option to any Eligible Participant to subscribe for such number of Shares at the Exercise Price as the Board may determine. Provided that no such offer shall be made if a prospectus is required to be issued under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or any other applicable laws, or if such grant would result in a breach by the Company or any of the Directors of any applicable securities laws and regulations in any jurisdiction.

(ii) An offer under the 2026 Share Option Scheme shall remain open for acceptance by the Eligible Participant concerned for a period of 28 days from the Offer Date. The Options will be deemed to be declined and treated as lapsed automatically if it is not accepted within 28 days from the Offer Date or declined by the Grantee. Offers to grant an Option shall be open for acceptance in writing, which must be received by the company secretary of the Company on or before the relevant Acceptance Date, provided that:

(a) no such offer shall be open for acceptance after ten years commencing from the Adoption Date; and

(b) no such offer may be accepted by a person who has ceased to be an Eligible Participant prior to their acceptance of the offer.

(iii) All acceptances of offers shall be communicated to the company secretary of the Company by any of the following means:

(a) by personal delivery to the company secretary of the Company (in which case receipt shall be deemed to occur at the time of delivery);

(b) by post to the principal place of business of the Company in Hong Kong marked for the attention of the company secretary of the Company (in which case receipt shall be deemed to occur on the second Business Day following the date of posting or, in the case of airmail sent from outside Hong Kong, on the fifth Business Day following the date of posting); or

(c) by electronic communication or email to the designated electronic address of the Company or company secretary, or by facsimile transmission to the facsimile number of the principal place of business of the Company in Hong Kong marked for the attention of the company secretary of the Company (in which case receipt shall be deemed to occur upon successful transmission).

(iv) An Option shall be deemed to have been granted and accepted by the Grantee, and to have taken effect, when the duplicate offer document constituting acceptance of the Option duly signed by the Grantee, together with a remittance or payment in favor of the Company of HK$1.00 by way of consideration for the grant thereof, is received by the company secretary of the Company on or before the relevant acceptance date. Such remittance or payment shall under no circumstances be refundable.

(v) Any offer to grant an Option may be accepted in respect of less than the total number of Shares for which it is offered, provided that it must be accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof, and such number is clearly stated in the duplicate offer document constituting acceptance of the Option in the manner set out in paragraph 5(i). To the extent that an offer to grant an Option is not accepted on or before the acceptance date, it shall be deemed to have been irrevocably declined and lapsed.

6. EXERCISE OF OPTIONS

(i) An option may be exercised in accordance with the terms of the 2026 Share Option Scheme at any time during a period to be determined by the Board and specified in the letter to the Grantee (the "**Option Period**"), which shall be 10 years (or such shorter period as may be separately specified in the letter to the Grantee) from the date on which the option is granted (the "**Commencement Date**")

(ii) Subject to the rules of the 2026 Share Option Scheme, an Option may be exercised in whole or in part by the Grantee. Other than where an Option is exercised to the full extent outstanding, any partial exercise shall be in integral multiples of such number of Shares as shall represent one board lot for dealing in Shares on the Stock Exchange for the time being.

(iii) In order for the exercise of an Option to be effective, the company secretary of the Company must, prior to the expiry of the relevant Option Period, have received (a) a written notice of exercise signed by or on behalf of the Grantee, stating that the Option is thereby exercised and specifying the number of Shares in respect of which it is being exercised; and (b) payment in full of the aggregate Exercise Price for the Shares in respect of which the Option is being exercised.

7. VESTING PERIOD

Save for the specific circumstances set out below, the vesting period in respect of any Options granted to an Eligible Participant under the 2026 Share Option Scheme shall not be less than twelve (12) months from (and including) the Offer Date (or such other period as the Listing Rules may prescribe or permit).

To the extent permitted under the Listing Rules, a shorter vesting period may be granted to Employee Participants (being Directors and employees of the Company or any of its subsidiaries) at the absolute discretion of the Board (or the Remuneration Committee where applicable) in any of the following circumstances:

(i) grants of "make-whole" Options to new joiners to replace the share awards or options forfeited by such individuals upon leaving their previous employers;

(ii) grants of Options with performance-based vesting conditions in lieu of time-based vesting criteria;

(iii) grants of Options to an employee whose employment or engagement is terminated due to death, disability or occurrence of an out-of-control or force majeure event;

(iv) grants of Options that are made in batches during a year for administrative or compliance reasons (including Options that would have been granted earlier but were deferred to a subsequent batch for such reasons), in which case the vesting period may be adjusted to reflect the timeframe from which the Options would otherwise have been granted;

(v) grants of Options with a mixed or accelerated vesting schedule, such as where the Option vest evenly over a period of 12 months; or

(vi) grants of Options with a combined total vesting and holding period exceeding 12 months.

The vesting period shall at all times comply with the minimum period requirements set out above unless explicitly exempted by the Board (or the Remuneration Committee) in accordance with the Listing Rules.

8. PERFORMANCE TARGETS

Subject to the terms and conditions of the 2026 Share Option Scheme, the Listing Rules and any applicable laws and regulations, the Board (or a committee of the Board, or person(s) to whom the Board has delegated its authority) shall have the power to determine such performance targets or other criteria or conditions for the vesting of Options in its sole and absolute discretion.

The performance target, if any, shall be based on the performance of the relevant Eligible Participant and/or the operating or financial performance of the Group, including but not limited to (i) the business and financial performance of the Group (such as profit before tax); (ii) the attainment of corporate goals, including non-financial parameters (such as operational efficiency, optimization of internal operations and systems, and consolidation of customer relationships); (iii) individual performance appraisal; and/ or (iv) other criteria to be determined by the Board in its absolute discretion from time to time, which shall be set out in the relevant offer letter to each selected Eligible Participant.

The Company will evaluate the actual performance and contribution of a Grantee against the performance targets set and form a view as to whether the relevant performance targets have been satisfied. Each performance target may be assessed either on a time basis (i.e., annually or cumulatively over a multi-year period against prior results) or upon the completion of specific milestone events specified in the relevant offer letter. The Board or the Remuneration Committee (or an executive officer of the Company delegated with such authority, as the case may be) shall have the sole discretion in determining whether the relevant performance targets for an Eligible Participant have been met.

Where Options are granted to the Directors or senior management of the Company without performance targets, the Company will comply with the requirements under Rule 17.06B(8) of the Listing Rules that the relevant announcement will include the views of the Remuneration Committee on why performance targets are not necessary and how the grants would align with the purpose of the 2026 Share Option Scheme.

9. CLAW-BACK MECHANISM

Notwithstanding the terms and conditions of the 2026 Share Option Scheme, the Board (or a committee of the Board) shall have the authority to claw back any Option previously granted but not yet exercised, without the Grantee's consent, in the event that the Board determines that:

(i) a Grantee ceases to be an Eligible Participant by reason of the termination of his employment or contractual engagement with the Group for cause or without notice or with payment in lieu of notice;

(ii) a Grantee has been convicted of a criminal offence involving his integrity or honesty;

(iii) in the reasonable opinion of the Board, a Grantee has (a) breached the terms of the 2026 Share Option Scheme or the Offer Letter in any material respect; or (b) engaged in serious misconducts, i.e. the Grantee willfully disobeys a lawful and reasonable order, or misconducts him/herself, or is guilty of fraud or dishonesty, or is habitually neglectful in his/her duties, or any other events which result in a summary dismissal of his/her employment;

(iv) the Grantee, whose conduct, in the reasonable opinion of the Board, amounts to gross negligence, fraud or dishonesty which results in or reasonably likely to result in a significant reputation damage to the Group or a material adverse effect to the financial position, business, prospects, performance or profitability of the Group;

(v) the Grantee is involved in a material misstatement in the Company's financial statements; or

(vi) the Company is required to exercise a claw back in accordance with applicable laws and regulations, including the Listing Rules, and/or pursuant to a request from any regulatory authority (including but not limited to the Stock Exchange).

Under the above circumstances, the Board may (but is not obliged to) by notice in writing to the Grantee concerned claw back such number of Options (to the extent not being exercised) granted as the Board may consider appropriate. The Options that are clawed back pursuant to this paragraph shall be regarded as lapsed and the Options so clawed back will not be regarded as utilized for the purpose of calculating the Scheme Mandate Limit (including the refreshed limit, as the case may be). Options that have been exercised shall not be subject to the claw back mechanism as set out in this paragraph.

10. EXERCISE PRICE

The Exercise Price in relation to each Option offered to an Eligible Participant shall be determined by the Board in its absolute discretion on the Offer Date, but in any event shall be at least the highest of:

(i) the closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange on the Offer Date;

(ii) the average closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange for the five (5) consecutive Business Days immediately preceding the Offer Date; and

(iii) the nominal value of a Share on the Offer Date.

11. RANKING OF SHARES

The Shares to be allotted and issued upon the exercise of an option shall be subject to all the provisions of the Articles of Association (as may be amended from time to time) and shall *rank pari* passu in all respects with the then existing fully paid Shares in issue on the date on which the Shares are allotted to a Grantee pursuant to the exercise of an option (the "**Allotment Date**") 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 and accordingly will entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Allotment Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the Allotment Date, or if later, before the date of registration of the allotment in the register of members of the Company. A Share allotted and issued upon the exercise of an option shall not carry voting rights until the name of the Grantee has been duly entered on the register of members of the Company as holder thereof.

12. RESTRICTIONS ON THE TIME OF GRANT OF OPTIONS

An offer of the grant of an option may not be made after inside information (as defined in the Listing Rules) has come to the Company's knowledge until (and including) the trading day after such inside information has been publicly disseminated in accordance with the Listing Rules. In particular, but only insofar as and for so long as the Listing Rules require (as may be amended from time to time), no option may be granted during the period commencing 30 days immediately before the earlier of:

(i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and

(ii) the deadline for the Company to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the results announcement.

The period during which no option may be granted will cover any period of delay in the publication of a results announcement.

For the avoidance of doubt, in compliance with the Listing Rules, a director must not deal in any securities of the Company (and no Options may be granted to a director) on any day on which the Company's financial results are published and:

(i) during the period of sixty (60) days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and

(ii) during the period of thirty (30) days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

13. DURATION OF THE 2026 SHARE OPTION SCHEME

The 2026 Share Option Scheme shall be valid and effective commencing from the date of the 2026 Share Option Scheme becoming unconditional until the termination date, which being the close of business of the Company on the date falls 10th years from the Adoption Date, after which no further Options shall be offered but the provisions of the 2026 Share Option Scheme shall in all other respects remain in full force and effect to the extent necessary.

14. RIGHTS ATTACHED TO THE SHARES TO BE ISSUED UPON EXERCISE OF OPTIONS

The Options 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 the Options unless and until the Shares are allotted and issued to the Grantee pursuant to the exercise of such Options.

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.

The Shares to be allotted and issued upon the exercise of the Option(s) shall be subject to the Articles of Association and the laws of the Cayman Islands for the time being in force and shall rank pari passu in all respects with, and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation of the Company, as existing fully paid Shares in issue as at the date of allotment to the Grantee after the exercise of the Option(s) and, without prejudice to the generality of the foregoing, will entitle the holders to participate in all dividends or other distributions paid or made on or after the date of allotment other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be on or before the date of allotment.

15. PERSONAL RIGHT AND TRANSFERABILITY OF OPTIONS

An Option shall be personal to the Grantee and shall not be transferable or assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any security or adverse interest whatsoever in favour of any third party over or in relation to any Options.

To the extent permissible by applicable laws and regulations (including the Listing Rules) and subject to the grant of waiver and the imposition of any conditions on the transfer by the Stock Exchange, a Grantee may transfer his/her option to a vehicle (such as a trust or a private company) for the benefit of such Grantee and/or any family members of the Grantee (e.g. for estate planning or tax planning purposes) that would continue to meet the purpose of the 2026 Share Option Scheme and comply with other requirements of the Listing Rules. In such circumstance, the Company shall disclose the beneficiaries of the trust or the ultimate beneficial owners of the transferee vehicle.

16. RIGHTS UPON CEASING EMPLOYMENT

If a Grantee ceases to be an Eligible Participant for any reason other than on one or more of the grounds specified in paragraphs 9 and 17 before exercising the Option in full, the Option (to the extent vested but not yet exercised) shall lapse immediately and not be exercisable by the Grantee (to the extent such option vested but not become exercisable and not already exercised) on the date on which the Grantee ceases to be an Eligible Participant due to any of the following events:

(i) the termination of employment of the Grantee by reason of resignation; or

(ii) termination of employment of the Grantee on the grounds of having committed any act of bankruptcy or having become insolvent or having made any arrangements or composition with creditors generally or redundancy ("**Cause**"), whereby a resolution of the Board to the effect that the Grantee or relevant Eligible Participant has or has not ceased to be an Eligible Participant for Cause shall be conclusive.

17. RIGHTS ON DEATH, DISABLEMENT OR RETIREMENT

If the Grantee ceases to be an Eligible Participant by reason of death, ill-health, injury, disability, total permanent physical or mental disablement or retirement under normal retirement conditions (all evidenced to the satisfaction of the Board) before exercising the Option(s) in full, such option(s) may be exercised (to the extent vested but not yet exercised) (or, as the case may be, his or her legal personal representative(s)) within a period of 6 months following the date on which the Grantee ceases to be an Eligible Participant.

18. RIGHTS ON TAKEOVER

In the event of a general offer, whether by way of take-over offer, or share repurchase offer, or scheme of arrangement or otherwise in like manner, is made to all the holders of Shares, or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror, the Company shall use its best endeavours to procure that such offer is extended to all the Grantees on the same terms, mutatis mutandis, and assuming that they will become, by the exercise in full (to the extent vested but not yet exercised) of the Option(s) granted to them, Shareholders. If such offer, having been approved in accordance with applicable laws and regulatory requirements becomes, or is declared unconditional, the Grantee (or his or her legal personal representative(s)) shall be entitled to exercise the Option(s) in full (to the extent vested but not yet exercised) at any time within fourteen (14) days after the date on which such general offer becomes or is declared unconditional, following which the Option(s) shall lapse.

19. RIGHTS ON WINDING-UP

In the event a notice is given by the Company to the members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it despatches such notice to each member of the Company give notice thereof to all Grantees and thereupon, each Grantee shall be entitled to exercise all or part of his/her option (to the extent vested but not yet exercised) at any time not later than two business days prior to the proposed general meeting of the Company

by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid. Any options not exercised within the time specified, such options shall lapse.

20. RIGHTS ON COMPROMISE OR ARRANGEMENT

If a compromise or arrangement between the Company and the members or creditors is proposed for the purposes of the amalgamation of the Company with any other company or companies (including a takeover by way of a scheme of arrangement), the Company shall give notice to the Grantees on the same date as it despatches the notice to each member or creditor of the Company summoning the meeting to consider such a compromise, arrangement or scheme, and thereupon the options shall vest or otherwise becomes immediately exercisable and the Grantees may until the expiry of the period commencing on such date and ending with the earlier of the date two calendar months thereafter or the date on which such compromise, arrangement or scheme is sanctioned by the court (but in any case no later than the expiration of the term of such option as set forth in the option agreement), exercise the options (to the extent already vested but not already exercised) but in each case conditional upon such compromise, arrangement or scheme being sanctioned by the court and becoming effective, and upon such compromise, arrangement or scheme becoming effective, all options shall lapse except insofar as previously exercised under the 2026 Share Option Scheme. The Company may require the Grantee to transfer or otherwise deal with the Shares issued as a result of the exercise of options in these circumstances so as to place the Grantee in the same position, as nearly as possible, as would have been the case had such Shares been subject to such compromise, arrangement or scheme. Any options not exercised within the time specified, such options shall lapse.

21. EFFECTS OF ALTERATIONS TO SHARE CAPITAL

In the event of any capitalisation issue, rights issue, sub-division or consolidation of shares, or reduction of the share capital of the Company in accordance with applicable laws and regulatory requirements, such corresponding alterations (if any) shall be made (except on an issue of securities of the Company as consideration in a transaction which shall not be regarded as a circumstance requiring alteration or adjustment) in:

(i) the number of Shares subject to any unexercised or outstanding Options; and/or

(ii) the exercise price of any unexercised or outstanding Options,

as the Auditors or the approved independent financial adviser shall certify in writing that the adjustments satisfy the requirements in compliance with Rule 17.03(13) of the Listing Rules, provided that any such alterations shall be made on the basis that a Grantee shall have the same proportion of the equity capital of the Company (as interpreted in accordance with all relevant guidance or interpretation issued by the Stock Exchange relating to share schemes from time to time and the relevant provisions of the Listing Rules) as that to which he/she was entitled to subscribe had he/she exercised all the Options held by him/her immediately before such adjustments and the aggregate exercise price payable by a Grantee on the full exercise of any Option shall remain as nearly as possible the same as it was before such event and that no such alterations shall be made if the effect of such alterations would be to enable a Share to be issued at less than its nominal value.

Subject to the above principles and certification procedures, and any further or updated guidance or interpretation of the Listing Rules issued by the Stock Exchange from time to time, the Company shall follow the method of adjustment as set out in Appendix 1 to the Frequently Asked Questions FAQ13 issued by the Stock Exchange which is replicated below:

(1) Capitalisation Issue or Rights Issue of Shares

Adjustments shall follow the following formula:

$$\text{New Number of Options} = \text{Existing Number of Options} \times F$$

$$\text{New Exercise Price} = \text{Existing Exercise Price} \times \frac{1}{F}$$

$$\text{Where: } F = \frac{\text{CUM}}{\text{TEEP}}$$

CUM = closing prices as shown in Daily Quotation Sheet of the Stock Exchange on the last trading day before going ex-entitlement to the offer (the cum-rights price)

$$\text{TEEP (Theoretical Ex Entitlement Price)} = \frac{\text{CUM} + M \times R}{1 + M}$$

M = Entitlement per Existing Share

R = Subscription price for the capitalization in issue or rights issue (as the case may be)

(2) Subdivision or Consolidation

Adjustments shall follow the following formula:

New Number of Options = Existing Number of Options × F

$$\text{New Exercise Price} = \text{Existing Exercise Price} \times \frac{1}{F}$$

Where F = Subdivision or consolidation factor (as the case may be)

In respect of any adjustments required above, other than any made on a capitalisation of profits or reserves, the Auditors or approved independent financial advisor, as the case may be, shall confirm to the Board in writing that the adjustments satisfy the requirements set out in Rule 17.03(13) of the Listing Rules and the note thereto to the Company relating to the 2026 Share Option Scheme and/or such other requirement prescribed under the Listing Rules and such other applicable guidance and/or interpretation of the Listing Rules from time to time. If there has been any alteration in the capital structure of the Company as referred to above, the Company shall, upon receipt of an enquiry from a Grantee, inform the Grantee of such alteration. The capacity of the Auditors or the approved independent financial adviser, as the case may be, in this paragraph is that of experts and not arbitrators and their certificate shall, in the absence of manifest error, be final and conclusive and binding on the Company and the Grantees. The costs of the Auditors or the approved independent financial adviser (as the case may be) shall be borne by the Company.

22. LAPSE OF OPTION

An option shall lapse, subject to the claw back mechanism set out on paragraph 9 and not be exercisable (to the extent not already exercised) on the earliest of:

(i) the expiry of the Option Period;

(ii) any Grantee ceases to be an Eligible Participants (including resignation, the termination of his employment, provision of service or contractual engagement with the Company or any other member of the Group for any reason, other than for reason of retirement, death or disability);

(iii) any Grantee commits any misconduct(s) as described in paragraph 9;

(iv) the Grantee ceasing to be an Eligible Participant;

(v) the date on which the Board certifies that for the reason of a breach of paragraph 15; and

(vi) the date on which the Board in its absolute discretion determines that the Grantee has committed a breach or failed to comply with any obligation or provisions or perform and observe any of the terms, conditions, restrictions and/ or limitations attached to the grant of the Option or set out therein.

23. CANCELLATION OF OPTIONS

Any Options granted but not exercised may be cancelled by the Directors at any time with the prior consent of the Grantee.

Issuance of new Options to the same Grantee whose Options have been cancelled may only be made if there are unissued Options available under the Scheme Mandate Limit (excluding the Options of the relevant Grantee cancelled) and in compliance with the terms of the 2026 Share Option Scheme. The Options so cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit.

24. TERMINATION OF THE 2026 SHARE OPTION SCHEME

The Company by resolution in general meeting may at any time terminate the operation of the 2026 Share Option Scheme and in such event no further options will be offered after the 2026 Share Option Scheme is terminated but in all other respects the provisions of the 2026 Share Option Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of any Options granted prior to such termination or otherwise as may be required in accordance with the provisions of the 2026 Share Option Scheme.

For the avoidance of doubt, Options granted prior to such termination but not yet exercised at the time of termination shall continue to be valid and exercisable in accordance with their terms of issue and the rules of the 2026 Share Option Scheme. Upon such termination, details of the Options granted under the 2026 Share Option Scheme (including options exercised or outstanding) and (if applicable) Options that become void or non-exercisable as a result of the termination are required under the Listing Rules to be disclosed in the circular to the Shareholders seeking their approval of the first new scheme to be established or refreshment of any scheme mandate limit under any existing scheme after such termination.

25. OTHERS

(i) The 2026 Share Option Scheme shall take effect subject to and conditional upon: (A) the passing of the resolutions by the Shareholders to approve and adopt the 2026 Share Option Scheme and to authorize the Board to grant options pursuant to this Scheme and to allot and issue Shares pursuant to the exercise of any options; and (B) the Stock Exchange granting approval for the listing of, and permission to deal in, the Shares which may fall to be issued upon the exercise of subscription rights attaching to the Options to be granted under the 2026 Share Option Scheme.

(ii) The 2026 Share Option Scheme may be altered in any respect by resolution of the Board except that any alterations to the terms and conditions of the 2026 Share Option Scheme which are of as material nature or the provisions of the 2026 Share Option Scheme relating to matters set out in Rule 17.03 of the Listing Rules shall not be altered to the advantage of Grantees or proposed Grantees except with the prior sanction of a resolution of the Company in general meeting, provided that no such alteration shall operate to affect adversely the terms of issue of any option granted or agreed to be granted prior to such alteration except with the consent or sanction of such majority of the Grantees as would be required of the Shareholders under the Articles of Association for a variation of the rights attached to the Shares.

(iii) Any alterations to the terms and conditions of the 2026 Share Option Scheme which are of a material nature shall be approved by the Shareholders in general meetings, except where the alterations take effect automatically under the existing terms of the 2026 Share Option Scheme.

(iv) Any change to the terms of the options granted to an Eligible Participant must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the options was approved by the Board, the Remuneration Committee, the independent non-executive Director and/or the Shareholders (as the case may be). This requirement does not apply where the alterations take effect automatically under the existing terms of the 2026 Share Option Scheme.

(v) The amended terms of the 2026 Share Option Scheme or options must comply with the relevant requirements of Chapter 17 of the Listing Rules. Any change to the authority of the Board to alter the terms of the 2026 Share Option Scheme must be approved by the Shareholders in general meeting.



華夏文化科技集團
CA CULTURAL TECHNOLOGY GROUP

CA CULTURAL TECHNOLOGY GROUP LIMITED
華夏文化科技集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 01566)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the extraordinary general meeting (the "**EGM**") of CA Cultural Technology Group Limited (the "**Company**") will be held at 10:00 a.m. on Monday, 23 November 2026 at Room 2905, 29th Floor, China Resources Building, No. 26 Harbour Road, Wan Chai, Hong Kong to consider and, if thought fit, approve, with or without modifications, the following resolution as an ordinary resolution:

AS AN ORDINARY RESOLUTION

1. "**THAT**

   (A) subject to and conditional upon the Stock Exchange granting the approval for the listing of, and the permission to deal in, the shares of the Company which may be issued in respect of the options to be granted under the new share option scheme of the Company (the "**2026 Share Option Scheme**") proposed to be adopted by the Company at the EGM in its present form or as may be amended from time to time, a copy of which is tabled at the EGM and marked "A" and initialled by the chairman of the EGM for identification purpose, the 2026 Share Option Scheme be and is hereby approved and adopted and the Directors be and are hereby authorised 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 Share Option Scheme including, but without limitation:

      (i) to administer the 2026 Share Option Scheme under which the options will be granted to the Eligible Participants (as defined in the 2026 Share Option Scheme) to subscribe for the Shares, including but not limited to determining and granting the Options in accordance with the terms of the 2026 Share Option Scheme;

(ii) to grant the options under the 2026 Share Option 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 options to be granted under the 2026 Share Option Scheme;

(iii) to modify and/or amend the 2026 Share Option Scheme from time to time, provided that such modification and/or amendment is effected in accordance with the provisions of the 2026 Share Option Scheme relating to modification and/or amendment;

(iv) 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 Share Option Scheme; and

(v) to take all such steps as may be necessary, desirable or expedient to carry into effect the 2026 Share Option Scheme, and accordingly.

(B) the total number of Shares which may be issued in respect of all options to be granted under the 2026 Share Option Scheme and any other share schemes of the Company as may adopt by the Company from time to time must not in aggregate exceed 10% of the total number of issued Shares (excluding treasury shares) as at the Adoption Date."

By order of the Board of
CA Cultural Technology Group Limited
Chong Heung Chung Jason
Chairman and Executive Director

Hong Kong, 6 November 2026

Registered Office:
Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman, KY1-1111
Cayman Islands

Head Office and Principal Place of Business in Hong Kong:
2905, 29/F., China Resources Building
26 Harbour Road
Wanchai, Hong Kong

Notes:

1. All resolutions at the EGM will be taken by poll pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**"). The results of the poll will be published on the websites of Hong Kong Exchanges and Clearing Limited and the Company in accordance with the Listing Rules.

2. Any member entitled to attend and vote at the EGM is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him/her. A proxy need not be a member of the Company.

3. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of any officer, attorney or other person duly authorised to sign the same.

4. In order to be valid, the form of proxy together with the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority, must be deposited with 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, not less than 48 hours before (i.e. 10:00 a.m. on Saturday, 21 November 2026) the time appointed for holding the EGM or any adjourned meeting thereof (as the case may be).

5. Completion and return of the form of proxy will not preclude members from attending and voting in person at the EGM or at any adjourned meeting thereof (as the case may be) should they so wish, and in such event, the form of proxy shall be deemed to be revoke.

6. Where there are joint registered holders of any share, any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he/she was solely entitled thereto, but if more than one of such joint holders are present at the EGM, whether in person or by proxy, the joint registered holder present whose name stands first on the register of members of the Company in respect of the shares shall be accepted to the exclusion of the votes of the other registered holders.

7. For determining the entitlement of shareholders to attend and vote at the EGM, the register of members of the Company will be closed from Tuesday, 17 November 2026 to Monday, 23 November 2026, both days inclusive, during which period no transfer of shares of the Company shall be effected.

8. To qualify for the attendance and voting at the EGM of the Company, all transfers of shares, accompanied by the relevant share certificates, must be lodged with the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited at 17M Floor Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration no later than 4:30 p.m. on Monday, 16 November 2026.

As of the date of this notice, the executive Directors are Mr. Chong Heung Chung Jason, Ms. Liu Moxiang, Mr. Xiang Lei, Mr. Tang Hongshun and Ms. Xu Yaxin, and the independent non-executive Directors are Mr. Ni Zhenliang, Mr. Wang Guozhen and Mr. Hung Muk Ming.