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GRAPHEX GROUP LIMITED
烯石電動汽車新材料控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock code: 6128)

(1) EXERCISE OF OPTION BY THE PURCHASER AND (2) ENTERING INTO THE DEFINITIVE AGREEMENT IN RELATION TO DISPOSAL OF AN INDIRECT WHOLLY-OWNED SUBSIDIARY OF THE COMPANY

Reference is made to the announcements of Graphex Group Limited (the "**Company**", together with its subsidiaries, the "**Group**") dated 1 December 2025 and 22 December 2025, the circular of the Company dated 30 January 2026 (the "**Circular**") in relation to, among other things, the option purchase agreement dated 1 December 2025 entered into amongst the Vendor, the Purchaser and the Disposal Company, the Proposed Mandate and the Possible Disposal and the Company's announcement dated 20 March 2026 on the poll results of the EGM held on 20 March 2026. Unless the context requires otherwise, capitalised terms used in this announcement shall have the same meaning as those defined in the Circular.

EXERCISE OF THE OPTION AND ENTERING INTO OF THE DEFINITIVE AGREEMENT

The Board is pleased to announce that on 6 November 2026 (after trading hours) the Purchaser exercised the Option to call upon the Vendor to sell the Sale Units to the Purchaser on the Principal Terms and the Company, pursuant to the mandate granted by the Shareholders to the Board at the EGM held on 20 March 2026, entered into the Definitive Agreement with the Purchaser, the Vendor and the Disposal Company.

THE DEFINITIVE AGREEMENT

A summary of the major terms and conditions of the Definitive Agreement is set out below:

Date

6 November 2026 (United States Eastern Standard time and after trading hours of the Stock Exchange)

Parties to the Definitive Agreement

Company:	Graphex Group Limited, whose shares are listed on the Main Board of the Stock Exchange under stock code: 6128
Vendor:	Happy Growth Group Limited, a company incorporated in the British Virgin Islands and a wholly-owned subsidiary of the Company
Purchaser:	M2i Global, Inc., a company established in Nevada, the United States, the shares of which are listed and traded on the OTCQB market under ticker: MTWO
Disposal Company:	Graphex Technologies LLC, a company established in the State of Delaware, the United States and an indirect wholly-owned subsidiary of the Company prior to Closing

Assets to be disposed of

The Sale Units, being 100 Units in the Disposal Company, representing 100% of the issued and outstanding limited liability Units of the Disposal Company.

The Principal Terms

The Definitive Agreement contains the following Principal Terms:

(a) Asset subject to the transaction

The Sales Units.

(b) Sale Units Consideration

The total consideration for the sale and purchase of the Sale Units is One Hundred Million U.S. Dollars (US$100,000,000), which shall be payable to the Vendor by a combination of a cash payment in U.S. Dollars and issuance of Consideration Shares through three tranches:

(i) Tranche 1 Consideration: At Closing, the Purchaser shall pay the Vendor Thirty Million U.S. Dollars (US$30,000,000), of which US$3,000,000 is payable in cash by way of the Purchaser issuing a note (the "**Consideration Note**") to the Vendor and the remaining US$27,000,000 shall be paid by the Tranche 1 Consideration Shares valued at US$3.00 per share;

(ii) Tranche 2 Consideration: as soon as commercially possible after Closing, the Vendor shall deliver to the Purchaser the Basic Design, and upon acceptance of the Basic Design by the Purchaser, the Purchaser shall pay the Vendor Thirty Million U.S. Dollars (US$30,000,000) by the Tranche 2 Consideration Shares valued at US$3.00 per share;

(iii) Tranche 3 Consideration: upon completion of construction of the Plant and approval of production which may be within approximately 36 months after the delivery of the Basic Design, the Purchaser shall pay the Vendor Forty Million U.S. Dollars (US$40,000,000) by the Tranche 3 Consideration Shares valued at US$4.00 per share;

(iv) For the avoidance of doubt, all costs and expenses in the implementation of the Plant (including but not limited to design, building construction, procurement of equipment) shall be borne by and fully funded by the Purchaser. The Vendor shall provide the Technical Support for the construction of the Plant and setting up of the production line to achieve production capability for the Plant;

(v) The Purchaser shall exercise all commercially reasonable efforts to pursue and meet with the estimated time for the completion of the Plant and approval of production set out in paragraphs (ii) and (iii) above; and

(vi) The Purchaser shall register all Consideration Shares by filing a resale registration statement with U.S. Securities and Exchange Commission no later than sixty (60) days after the applicable issuance date of such Consideration Shares to permit the sale of such shares from time to time.

(c) Consideration Note

The Consideration Note has a principal amount of Three Million U. S. Dollars (US$3,000,000) and matures on 31 December 2026. All obligations of the Purchaser under the Consideration Note will be guaranteed by the Disposal Company.

(d) Basic Design

The Basic Design shall include all essential preliminary drawings and data required for the construction of the Plant including documentation regarding fundamental components of a detailed engineering design such as process flow diagram (PFD) with material balance for entire system, civil and architectural drawing, utility consumption list, equipment list, equipment plot plan and data sheet. Within 3 months after the Closing, the Vendor is obligated to deliver to the Purchaser the Basic Design.

The Basic Design of the Plant shall incorporate proven operational efficiencies and anticipate regulatory hurdles for the Purchaser in submitting the applications and permit for the construction of the Plant and shall include critical site-specific details necessary for securing permits and approvals for the construction of the Plant, such as, *inter alia*:

(i) site requirements including land area, plot ratio, road access points and internal traffic flow, etc.;

(ii) utility specifications such as power (voltage, capacity, connection points), water (source, daily volume, inlet/outlet specs), gas (type, pressure, consumption rates) and water treatment systems; and

(iii) environmental compliance such as effluent quality standards, waste management protocols, air emission controls and noise mitigation measures.

In providing the Basic Design the Vendor shall not be required to incur out of pocket costs, expenses or fees and may rely on and use, at no cost to the Vendor, the professional and consultants retained by the Purchaser.

(e) Technical Support

The Group will provide Technical Support for a period of up to 5 years starting from the Closing including equipment procurement, installation of equipment, on-site and off-site staff training for production, maintenance, and validation, online help desk and participation in meetings to answer technical questions upon requests.

(f) Non-Competition

Subject to Closing having taken place, for a period commencing from the date of Closing until the earlier of the date falling on the last expiry date of the Patents and the Licensed Patents and the fifth (5th) anniversary of the date of Closing:

(i) the Company and the Vendor shall not either directly or indirectly, compete with the Disposal Company and the Purchaser on any graphite products that are manufactured by the Disposal Company by applying the Patents and Licensed Patents within the North America, South America, Australia, New Zealand, Europe including Ukraine, Japan, Republic of Korea and Africa; and

(ii) the Purchaser shall not either directly or indirectly, compete with the Company or any of its subsidiaries on any graphite products that are manufactured by the Disposal Company or the Company by applying the Patents and Licensed Patents within PRC (including Hong Kong, Macau and Taiwan).

(g) Conditions to Closing

Closing is conditional upon:

(i) the passing of the necessary resolution(s) by the Shareholders approving the Definitive Agreement and the transactions contemplated thereunder in compliance with the Listing Rules;

(ii) all necessary consents and approvals, if any, from governmental authorities having been obtained; and

(iii) the Consideration Shares remaining quoted for trading on the OTCQB market or listed on a national stock exchange in the United States.

As at the date of the Definitive Agreement, to the best of the Directors' information and belief, save and except to condition (iii) above, all the conditions to Closing have been satisfied.

(h) Vendor's Covenants prior to Closing

Prior to Closing, the Company and Vendor must cause the Disposal Company to conduct its business in the ordinary course consistent with past practice and comply with customary covenants relating to the affairs and business of the Disposal Company prior to Closing, including preservation of permits, payment of debts and taxes, maintenance and protection of assets and intellectual property, insurance, performance of contracts, books and records and compliance with laws.

(i) Closing

The Closing shall take place virtually on the fifth (5th) Business Day after satisfaction or waiver, of the Conditions Precedent or at such other date as agreed by the Company and the Purchaser in writing, which shall be not exceed one (1) month from the date of the Definitive Agreement, during which time the Purchaser may continue its diligence of the Disposal Company and provide notice to Vendor of any of the representations and warranties of the Vendor or the Company are not accurate as required under the Definitive Agreement. If a Party cannot make its required deliveries, Closing may be adjourned to a mutually agreed date not later than ten (10) Business Days after the initially scheduled date of Closing.

(j) Representations and warranties

The Definitive Agreement contains customary representations and warranties jointly and severally provided by the Company, the Vendor and the Disposal Company (collectively, the "**Vendor Group**") to the Purchaser on the affairs of the Disposal Company, the Sale Units, tax matters and the authorities of each of the Vendor Group to enter into the Definitive Agreement and performance of their respective obligations thereunder that are normally required to be provided to a purchaser on similar disposal transactions.

(k) Purchaser's covenants

The Purchaser also provides various covenants to the Vendor and the Company under the Definitive Agreement that will survive Closing, including:

(i) Repurchase Option

If the Purchaser Shares shall be delisted from the OTCQB market or a national stock exchange, the Company shall have a one-time option (the "**Repurchase Option**") to require the Purchaser to purchase all Consideration Shares then held by that holder (the "**Repurchase Shares**") at an aggregate price equal to the number of such Consideration Shares multiplied by the price per Purchaser Share i.e. the closing price per Purchaser Share on the closing date as reported by the OTCQB or national stock exchange (the "**Repurchase Price**"). The Repurchase Option may be exercised by the Company providing a written notice within 60 days after the Purchaser files the delisting documents, with the closing of the Repurchase Option occurring as soon as practicable and no later than the twentieth (20th) Business Day after receipt of a compliant notice or such other date as agree in writing.

No premium is paid by the Company to the Purchaser for the Repurchase Option under the Definitive Agreement.

In the event the Company shall exercise the Repurchase Option, the Company will make further announcement thereon and take appropriate steps to comply with the applicable requirements of Chapter 14 of the Listing Rules.

(ii) Significant Transaction by Purchaser

If the Purchaser enters into a transaction effecting a change of control, all unissued Consideration Shares shall be issued at completion of that transaction and participate *pari passu* with the Purchaser Shares, which shall be held in escrow pending completion of the requirements for the payment of Tranches 2 Consideration and Tranche 3 Consideration. All issued Consideration Shares shall participate *pari passu* with holders of the Purchaser Shares.

(iii) The Purchaser shall take all reasonable steps to remove restrictions on those Consideration Shares on the twelfth (12) month after issuance of any Consideration Shares, so that those Consideration Shares may trade on the market or exchange on which the Purchaser Share is listed or traded.

(l) Termination

The Definitive Agreement (or the contemplated transaction, as applicable) may be terminated at any time prior to the Closing as follows:

(i) by mutual written consent of the Purchaser and the Company;

(ii) by either Purchaser or Vendor where the conditions to Closing become incapable of being satisfied;

(iii) by either Purchaser or Vendor where a final and non-appealable governmental order permanently prohibits the transaction; or

(iv) by either Purchaser or Vendor if Closing has not occurred within 30 calendar days after the date of the Definitive Agreement, subject to the limitation on a party whose breach principally caused the failure to close.

Upon termination, the Definitive Agreement becomes void, subject to specified surviving provisions and liability for a prior wilful and material breach.

(m) Governing Law

The Definitive Agreement and all claims or causes of action arising out of or relating thereto or the transactions contemplated thereunder shall be governed by, and construed in accordance with, the internal laws of the State of New York of the United States.

(n) Dispute Resolution

All disputes shall be subject to the exclusive jurisdiction of the federal courts of the United States for the Southern District of New York and sitting in New York County or the courts of the State of New York located in the County of New York of the United States.

CLOSING

It is expected that Closing will take place within one month from the date of the Definitive Agreement. Upon Closing, the Group shall not have any interest in the Disposal Company and the Disposal Company shall cease to be a subsidiary of the Company since then.

The Company will make further announcements to keep the Shareholders and potential investors abreast of the progress and development on the transactions under the Definitive Agreement as and when appropriate in compliance with the Listing Rules.

WARNING

AS CLOSING IS SUBJECT TO THE SATISFACTION OF THE CONDITIONS TO CLOSING. CLOSING UNDER THE DEFINITIVE AGREEMENT MAY OR MAY NOT MATERIALISED. ACCORDINGLY, SHAREHOLDERS AND POTENTIAL INVESTORS ARE ADVISED TO EXERCISE CAUTION WHEN DEALING IN SECURITIES OF THE COMPANY.

By order of the Board
Graphex Group Limited
Lau Hing Tat Patrick *JP*
Chairman

Hong Kong, 9 November 2026

As at the date of this announcement, the executive Directors are Mr. Lau Hing Tat Patrick, Mr. Chan Yick Yan Andross, Mr. Qiu Bin and Mr. Zhao Aiyong; the non-executive Director is Mr. Ma Lida; and the independent non-executive Directors are Mr. Liu Kwong Sang, Mr. Ren Chunyu and Ms. Li Yu.