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If you have sold or transferred all your shares in Prosperity Group International Limited (the “Company”), you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or 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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PROSPERITY GROUP INTERNATIONAL LIMITED

恒昌集團國際有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock code: 1421)

PROPOSALS FOR

- (1) GENERAL MANDATES TO ISSUE AND REPURCHASE SHARES;**
- (2) RE-ELECTION OF RETIRING DIRECTORS;**
- (3) RE-APPOINTMENT OF INDEPENDENT AUDITOR;**
- (4) TERMINATION OF EXISTING SHARE OPTION SCHEME;**
- (5) ADOPTION OF 2025 SHARE INCENTIVE SCHEME;**
- AND**
- (6) NOTICE OF ANNUAL GENERAL MEETING**

A notice convening the annual general meeting (the “AGM”) of the Company to be held at Unit 903A, 9th Floor, Mirror Tower, No. 61 Mody Road, Tsim Sha Tsui East, Hong Kong on Friday, 21 November 2025 at 10:00 a.m. is set out on pages 48 to 53 of this circular.

Whether or not you are able to attend the AGM, please complete and sign the enclosed form of proxy in accordance with the instructions printed thereon and return it to the Company’s branch share registrar in Hong Kong, Union Registrars Limited, at Suites 3301–04, 33/F, Two Chinachem Exchange Square, 338 King’s Road, North Point, Hong Kong as soon as possible but in any event not later than 10:00 a.m. on Wednesday, 19 November 2025 (Hong Kong time). Completion and return of the form of proxy will not preclude shareholders from attending and voting in person at the AGM if they so wish and in such event, the form of proxy shall be deemed to be revoked.

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DEFINITIONS

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

“2025 Share Incentive Scheme” or “Scheme”	the share incentive scheme of the Company proposed to be approved and adopted by the Shareholders at the AGM
“Adoption Date”	the date on which the 2025 Share Incentive Scheme is approved by the Shareholders at the AGM
“AGM”	the annual general meeting of the Company to be held at Unit 903A, 9th Floor, Mirror Tower, No. 61 Mody Road, Tsim Sha Tsui East, Hong Kong on Friday, 21 November 2025 at 10:00 a.m., or any adjournment thereof
“Articles of Association” or “Articles”	the articles of association of the Company currently in force, as amended, supplemented or modified from time to time, and “Article” shall mean the provisions contained in the Articles of Association
“Associates”	has the same meaning as defined in the Listing Rules
“Award(s)”	an award granted under the 2025 Share Incentive Scheme by the Board to a Grantee, which may take the form of a Share Option or a Share Award
“Award Letter”	the letter issued by the Company to a Grantee in respect of an Award under the 2025 Share Incentive Scheme in such form as the Directors may from time to time determine setting out the terms and conditions of the Award
“Award Shares”	Shares issued or transferred to a Grantee, or held on trust for a Grantee by the Trustee, pursuant to the exercise of an Award
“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 open for the business of dealing in securities listed thereon
“Close Associates”	has the same meaning as defined in the Listing Rules

DEFINITIONS

“Company”	Prosperity Group International Limited, a company incorporated in the Cayman Islands with limited liability, the issued Shares of which are listed on the Main Board of the Stock Exchange
“Contributed Amount”	cash paid or made available to the Trust by way of settlement or otherwise contributed by the Company and/or its Subsidiaries as permitted under the 2025 Share Incentive Scheme to the Trust as determined by the Board from time to time
“Director(s)”	the director(s) of the Company
“Eligible Participants”	means the Employee Participants
“Employee Participant(s)”	means director(s) and employee(s) of the Company or any of its Subsidiaries (including persons who are granted Awards under the 2025 Share Incentive Scheme as an inducement to enter into employment contracts with the Company or any of its subsidiaries)
“Excluded Participant”	any Eligible Participant who is resident in a place where the award of the Award Shares and/or the vesting and transfer of the Award Shares pursuant to the terms of the 2025 Share Incentive Scheme is not permitted under the laws or regulations of such place or where in the view of the Board or the Trustee (as the case may be), compliance with applicable laws or regulations in such place makes it necessary or expedient to exclude such participant
“Exercise Period”	in respect of any Share Option, the period during which the Grantee may exercise the Share Option
“Exercise Price”	the price per Share at which a Grantee may subscribe for Shares upon the exercise of a Share Option awarded under the 2025 Share Incentive Scheme
“Existing Share Option Scheme”	the share option scheme adopted by the Company on 15 December 2023

DEFINITIONS

“Grantee”	any Eligible Participant who accepts an Offer in accordance with the terms and conditions of the 2025 Share Incentive Scheme or (where the context so permits in accordance with the rules of the 2025 Share Incentive Scheme) his/her Personal Representative(s)
“Group”	the Company and its subsidiaries, and “members of the Group” shall mean the Company and/or any of its subsidiary(ies)
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Issue Mandate”	the proposed general and unconditional mandate to be granted to the Directors to allot, issue and deal with additional Shares up to a maximum of 20% of the number of issued Shares (excluding treasury Shares if any) as at the date of passing of the relevant resolution at the AGM
“Latest Practicable Date”	23 October 2025, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Offer”	an offer for the grant of an Award made in accordance with the 2025 Share Incentive Scheme
“Offer Date”	the date, which must be a Business Day, on which an Offer is made to an Eligible Participant
“Personal Representative(s)”	the person or persons who, in accordance with the laws of succession applicable in respect of the death of a Grantee (being an individual), is or are entitled to exercise the Award granted to such Grantee (to the extent not already exercised)
“PRC”	the People’s Republic of China, for the purpose of this circular, excluding Hong Kong, the Macau Special Administrative Region and Taiwan

DEFINITIONS

“Purchase Price”	in respect of any Share Award, the price per share a Grantee is required to pay to subscribe for the Shares constituting the Share Award
“Related Income”	all income derived from a Share (net of all expenses or charges incurred in relation to the receipt or payment of such income) held upon the Trust (including but not limited to, any cash dividend and any bonus Shares and scrip Shares received in respect of the Share)
“Repurchase Mandate”	the proposed general and unconditional mandate to be granted to the Directors to repurchase Shares not exceeding 10% of the number of issued Shares (excluding treasury Shares if any) as at the date of passing of the relevant resolution at the AGM
“Residual Cash”	cash in the Trust Fund (including without limitation (i) any Contributed Amount or any remaining amount thereof; (ii) any cash income or dividends derived from Shares held under the Trust; (iii) other cash income or net proceeds of sale of non-cash and non-scrip distribution derived from or in respect of the Shares held under the Trust; and (iv) all interest or income derived from deposits maintained with licensed banks in Hong Kong) which has not been applied in the acquisition of any Shares
“Scheme Mandate Limit”	10% of the total number of Shares in issue (excluding any treasury shares) as at the Adoption Date
“Scheme Period”	the period of 10 years commencing on the Adoption Date and ending on the 10th anniversary of the Adoption Date
“SFO”	the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of HK\$0.2 each in the issued capital of the Company or if there has been a subsequent sub-division, consolidation, reclassification or reconstruction of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company
“Shareholder(s)”	holder(s) of Share(s)

DEFINITIONS

“Share Award”	an award which vests in the form of the right to subscribe for and/or be issued such number of Shares as the Directors may determine at the Purchase Price in accordance with the terms of the 2025 Share Incentive Scheme
“Share Option”	an award which vests in the form of the right to subscribe for such number of Shares as the Board may determine during the Exercise Period at the Exercise Price in accordance with the terms of the 2025 Share Incentive Scheme
“Share Registrar”	the branch share registrar of the Company in Hong Kong for the time being
“Stock Exchange”	The Stock Exchange of Hong Kong Limited or such other stock exchange which is the principal stock exchange (as determined by the Directors) on which the Shares are for the time being listed or traded
“Subsidiary”	a company which is, for the time being and from time to time, a subsidiary of the Company (within the meaning of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong)), whether incorporated in Hong Kong, the British Virgin Islands, the People’s Republic of China or elsewhere
“Takeovers Code”	The Code on Takeovers and Mergers issued by the Securities and Futures Commission as amended from time to time
“treasury shares”	has the meaning ascribed to it under the Listing Rules
“Trust”	the trust constituted by the Trust Deed
“Trust Deed”	a trust deed to be entered into between the Company and the Trustee (as restated, supplemented and amended from time to time)

DEFINITIONS

“Trust Fund”	<p>the funds and properties held under the Trust and managed by the Trustee for the benefit of the Eligible Participants (other than the Excluded Participants), including without limitation:</p> <ul style="list-style-type: none">(a) all Shares issued and allotted (including any transfer of treasury shares out of treasury) to the Trustee under the scheme mandate of the Scheme and acquired by the Trustee for the purpose of the Trust out of the Residual Cash and such other scrip income (including but not limited to bonus Shares and scrip dividends declared by the Company) derived from the Shares held upon the Trust;(b) any Residual Cash;(c) any Award Shares, any Related Income or other property to be vested or not vested with the Grantee under the terms of the Scheme; and(d) all other properties from time to time representing (a), (b) and (c) above
“Trust Period”	<p>the period beginning with the Adoption Date and ending upon the first to happen of (a) the expiry of the period of 10 years beginning from the Adoption Date; or (b) such date of early termination as determined by the Board</p>
“Trustee”	<p>Capital Asia Investment Limited, and any additional or replacement trustees, being the trustee or trustees for the time being of the trusts declared in the Trust Deed</p>
“Vesting Date”	<p>the date on which an Award (or part thereof) is to vest in the relevant Grantee, as determined from time to time by the Directors</p>
“Vesting Period”	<p>the period upon which the Awards may be vested in the relevant Grantee in respect of all or a portion of the Shares, as determined from time to time by the Directors</p>
“HK\$”	<p>Hong Kong dollar(s), the lawful currency of Hong Kong</p>
“%”	<p>per cent.</p>

LETTER FROM THE BOARD



PROSPERITY GROUP INTERNATIONAL LIMITED

恒昌集團國際有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock code: 1421)

Board of Directors

Executive Directors:

Mr. Liu Yancheng (*Chairman*)

Mr. Yao Runxiong

Mr. Wu Yifeng

Independent Non-executive Directors:

Dr. Luo Xiaodong

Mr. Chen Yeung Tak

Mr. Wang Haoyuan

Ms. Chan Sheung Yu

Registered Office:

Cricket Square

Hutchins Drive

P.O. Box 2681

Grand Cayman KY1-1111

Cayman Islands

*Principal Place of Business
in Hong Kong:*

Unit 903A, 9th Floor

Mirror Tower

No. 61 Mody Road

Tsim Sha Tsui East

Hong Kong

30 October 2025

To the Shareholders

Dear Sir/Madam,

PROPOSALS FOR

(1) GENERAL MANDATES TO ISSUE AND REPURCHASE SHARES;

(2) RE-ELECTION OF RETIRING DIRECTORS;

(3) RE-APPOINTMENT OF INDEPENDENT AUDITOR;

(4) TERMINATION OF EXISTING SHARE OPTION SCHEME;

(5) ADOPTION OF 2025 SHARE INCENTIVE SCHEME;

AND

(6) NOTICE OF ANNUAL GENERAL MEETING

INTRODUCTION

The purpose of this circular is to provide the Shareholders with the notice of AGM and information in respect of certain resolutions to be proposed at the AGM to be held on Friday, 21 November 2025, relating to, among other things, (i) the granting of the Issue Mandate and

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the Repurchase Mandate to the Directors; (ii) the re-election of retiring Directors; (iii) the re-appointment of independent auditor; (iv) the proposed termination of the Existing Share Option Scheme; and (v) the proposed adoption of the 2025 Share Incentive Scheme.

ISSUE MANDATE AND REPURCHASE MANDATE

Pursuant to ordinary resolutions passed at the Company's annual general meeting held on Friday, 13 December 2024, the Directors were granted (a) a general unconditional mandate to exercise their powers to allot, issue and deal with not more than 28,361,040 shares of HK\$0.2 each, being 20% of the number of issued shares of the Company as at 13 December 2024; and (b) a general unconditional mandate to exercise the powers of the Company to repurchase not more than 14,180,520 shares of HK\$0.2 each, being 10% of the number of issued shares of the Company as at 13 December 2024. These general mandates will expire at the conclusion of the AGM. As at the Latest Practicable Date, (i) 25,025,000 Shares have been issued and allotted under the general mandate and the balance of the general mandate is 3,336,040 Shares; and (ii) no Shares have been repurchased by the Company whether on the Stock Exchange or otherwise. In order to provide continuous flexibility to the Directors, resolutions will be proposed at the AGM to seek the approval of Shareholders to grant the Issue Mandate and the Repurchase Mandate.

(a) Issue Mandate

At the AGM, an ordinary resolution (ordinary resolution no. 4 as set out in the notice of AGM) will be proposed to grant a new general and unconditional mandate to the Directors to exercise their powers to allot, issue and deal with, at any time during the Relevant Period (as defined in ordinary resolution no. 4(d) in the notice of AGM), Shares of up to a maximum of 20% of the number of issued Shares (excluding treasury Shares if any) on the date of passing of ordinary resolution no. 4.

As at the Latest Practicable Date, the total number of Shares in issue was 166,830,200 Shares. Subject to the passing of the proposed resolution for approving the Issue Mandate and on the basis that no further Shares are issued or repurchased by the Company prior to the date of the AGM, the Company would be allowed to issue up to a limit of 33,366,040 Shares under the Issue Mandate.

The Directors have no immediate plan to issue any Shares other than the Shares which may fall to be issued under any scrip dividend scheme as may be approved by the Shareholders.

(b) Repurchase Mandate

At the AGM, an ordinary resolution (ordinary resolution no. 5 as set out in the notice of AGM) will be proposed to grant a new general and unconditional mandate to the Directors to exercise the powers of the Company to repurchase, at any time during the Relevant Period (as defined in ordinary resolution no. 5(c) in the notice of AGM), Shares of up to a maximum of 10% of the number of issued Shares (excluding treasury Shares if any) on the date of passing

LETTER FROM THE BOARD

of ordinary resolution no. 5. An explanatory statement setting out the information regarding the Repurchase Mandate as required under the Listing Rules is set out in Appendix II to this circular.

As at the Latest Practicable Date, the total number of Shares in issue was 166,830,200 Shares. Subject to the passing of the proposed resolution for approving the Repurchase Mandate and on the basis that no further Shares are issued or repurchased by the Company prior to the date of the AGM, the Company would be allowed to repurchase up to a limit of 16,683,020 Shares under the Repurchase Mandate.

(c) Extend the Issue Mandate

An ordinary resolution (ordinary resolution no. 6 as set out in the notice of AGM) will be proposed to extend the limit of the Issue Mandate by adding the aggregate number of Shares repurchased under the Repurchase Mandate.

RE-ELECTION OF RETIRING DIRECTORS

Pursuant to Article 83(3), any Director appointed to fill a casual vacancy on the Board or as an addition to the existing Board shall hold office only until the first annual general meeting of the Company after his appointment and shall then be eligible for re-election. Pursuant to Article 84(1), at each annual general meeting one-third of the Directors for the time being (or, if their number is not a multiple of three, the number nearest to but not less than one-third) shall retire from office by rotation provided that every Director shall be subject to retirement at an annual general meeting at least once every three years. Pursuant to Article 84(2), a retiring Director shall be eligible for re-election and shall continue to act as a Director throughout the meeting at which he retires.

In accordance with the Articles of Association, Mr. Liu Yancheng, Mr. Yao Runxiong and Ms. Chan Sheung Yu, shall retire by rotation in the forthcoming annual general meeting of the Company. Mr. Liu Yancheng, Mr. Yao Runxiong and Ms. Chan Sheung Yu, being eligible, have offered themselves for re-election.

At the AGM, ordinary resolutions will be proposed to re-elect Mr. Liu Yancheng and Mr. Yao Runxiong as executive Directors and Ms. Chan Sheung Yu as independent non-executive Director.

Biographical details of Mr. Liu Yancheng, Mr. Yao Runxiong and Ms. Chan Sheung Yu are set out in Appendix I to this circular.

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RE-APPOINTMENT OF THE INDEPENDENT AUDITOR

Moore CPA Limited will retire as the independent auditor of the Company at the AGM and being eligible offer themselves for re-appointment as the independent auditor of the Company. The Board upon the recommendation of the audit committee of the Board, proposes to re-appoint Moore CPA Limited as the independent auditor of the Company to hold office until the conclusion of the next annual general meeting. A resolution will also be proposed to authorise the Board to fix the auditor's remuneration.

TERMINATION OF THE EXISTING SHARE OPTION SCHEME AND PROPOSED ADOPTION OF THE 2025 SHARE INCENTIVE SCHEME

The Existing Share Option Scheme

The Existing Share Option Scheme was adopted by the Company on 15 December 2023 and is valid and effective for a period of 10 years from the date of adoption. According to the terms of the Existing Share Option Scheme, the Company may by ordinary resolution in general meeting at any time terminate the operation of the Existing Share Option Scheme and in such event, no further options will be offered but in all other respects the provisions of the Existing Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any options granted but not yet exercised prior thereto or otherwise as may be required in accordance with the provisions of the Existing Share Option Scheme. Options granted under the Existing Share Option Scheme prior to such termination shall continue to be valid and exercisable in accordance with the Existing Share Option Scheme.

Since the adoption of the Existing Share Option Scheme and up to the Latest Practicable Date, the Company had not granted any options under the Existing Share Option Scheme. The Directors confirm that during the period from the Latest Practicable Date to the date of AGM, the Company will not grant any option under the Existing Share Option Scheme.

Other than the Existing Share Option Scheme, a share option scheme was adopted by the Company following the resolution passed at the annual general meeting of the Company held on 20 October 2017 and was terminated on 15 December 2023 (the “**2017 Scheme**”). All outstanding options granted under the 2017 Scheme will continue to be valid and exercisable in accordance with the provisions of the 2017 Scheme.

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As at the Latest Practicable Date, the number of shares in respect of which options under 2017 Scheme had been granted and remained outstanding or unexercised was 1,663,568 shares, representing approximately 1.00% of the shares of the Company in issue as at the Latest Practicable Date, details of which are as follows:

Name of grantee	Positions held with the Company	Date of grant	Number of outstanding share options as at the Latest Practicable Date		Exercise period	Exercise price (HK\$)
Mr. Liu Yancheng	Chairman and executive Director	20 December 2022	696,869		20 December 2023 – 19 December 2032	0.838
Employees	Employees of the Group	20 December 2022	966,699		20 December 2023 – 19 December 2032	0.838

As at the Latest Practicable Date, save as the 2017 Scheme and the Existing Share Option Scheme, the Company has not adopted any share scheme.

Adoption of the 2025 Share Incentive Scheme

The Company proposes to terminate the Existing Share Option Scheme and adopt the 2025 Share Incentive Scheme to ensure the continuity of a share scheme for the Group to attract, reward, motivate and retain the eligible participants which will provide the Company with more flexibility in long term planning of granting of the Awards to the eligible participants of the 2025 Share Incentive Scheme for their contributions or potential contributions to the Group.

A summary of the principal terms of the 2025 Share Incentive Scheme is set out in Appendix III to this circular.

Conditions Precedent of the 2025 Share Incentive Scheme

The 2025 Share Incentive Scheme shall come into effect on the Adoption Date, subject to:

- (a) the passing of an ordinary resolution by the Shareholders at the AGM to approve and adopt the 2025 Share Incentive Scheme and to terminate the Existing Share Option Scheme; and

LETTER FROM THE BOARD

- (b) the Listing Committee of the Stock Exchange granting approval for the listing of and permission to deal in the Shares which may be allotted and issued by the Company in respect of all Awards to be granted under the 2025 Share Incentive Scheme.

An application will be made to the Listing Committee of the Stock Exchange for the approval of the listing of, and permission to deal in, the Shares which may be issued and allotted by the Company in respect of all Awards to be granted under the 2025 Share Incentive Scheme.

FURTHER INFORMATION UNDER THE 2025 SHARE INCENTIVE SCHEME

Purpose of the 2025 Share Incentive Scheme

The purpose of the 2025 Share Incentive Scheme is:

- (a) to enable the Company to grant Awards to Eligible Participants as incentive or reward for their contribution to the Group;
- (b) to provide the Company with a flexible means of remunerating, incentivizing, retaining, rewarding, compensating and/or providing benefits to Eligible Participants; and
- (c) to align the interest of Eligible Participants with those of the Company and Shareholders by providing such Eligible Participants with the opportunity to acquire shareholding interests in the Company.

The Award to be granted under the 2025 Share Incentive Scheme may take the form of a Share Option or a Share Award.

Eligible Participants

Eligible Participants include the Employee Participants.

The eligibility of any of the Eligible Participants to an Offer shall be determined by the Board from time to time on the basis of the Board's opinion as to the Eligible Participant's contribution or potential contribution to the success of the Group's operations and enhancing the value of the Company, its Subsidiaries and its Shares.

In determining the criteria for the selection of any eligible Employee Participants, the Board may consider, among other things, such Employee Participant's individual performance, time commitment, his/her skills, knowledge, expertise relevant to the operations and business of the Group, the level of responsibilities assumed, the length of employment or engagement with the Group, contribution and/or future contribution to the development and growth of the Group.

LETTER FROM THE BOARD

The Eligible Participants include independent non-executive Directors. As at the Latest Practicable Date, the Company had no specific plans or immediate intention to grant Awards to independent non-executive Directors under the 2025 Share Incentive Scheme. However, the Board supports including independent non-executive Directors as Eligible Participants in the 2025 Share Incentive Scheme having taken into account: (i) equity-based compensation remains a vital tool for aligning Shareholders' interests with those of all Board members, including independent non-executive Directors, and (ii) the inclusion of independent non-executive Directors in share schemes is a common practice among public companies. The Board believes that having the flexibility to offer Awards will enhance the Company's ability to maintain competitive remuneration packages for attracting and retaining talented independent non-executive Directors.

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 the Awards under the 2025 Share Incentive Scheme for the following reasons: (i) the independent non-executive Directors will continue to comply with the independence requirement under Rule 3.13 of the Listing Rules; (ii) approval by independent Shareholders will be required if any Award is to be granted to independent non-executive Directors or any of their respective associates would result in the total number of new Shares issued and to be issued in respect of all Awards granted (excluding any Awards lapsed in accordance with the terms of the 2025 Share Incentive Scheme) to such person in the period of 12 months up to and including the date of the grant representing in aggregate over 0.1% of the Shares in issue (excluding treasury shares); and (iii) the Board will be mindful of the recommended best practice E.1.9 of the Corporate Governance Code set out in Appendix C1 to the Listing Rules which recommends that issuers should generally not grant equity-based remuneration with performance-related elements to independent non-executive Directors.

The Directors (including the independent non-executive Directors) consider the above proposed scope, selection criteria and basis of eligibility for Eligible Participants to be appropriate and aligns with the purpose of the 2025 Share Incentive Scheme. In particular, this scope is consistent with scope of participants approved by the Company under the Existing Share Option Scheme. The Directors (including the independent non-executive Directors) consider it appropriate to enhance the long-term relationship with these Eligible Participants by aligning their interests with that of the Company and Shareholders. Based on the above, the Directors (including the independent non-executive Directors) believe that the above proposed scope, selection criteria and basis of eligibility for Eligible Participants is in line with the purpose of 2025 Share Incentive Scheme.

Vesting Period

The Directors may from time to time, in their absolute discretion, determine the Vesting Period upon which the Awards may be vested in that Grantee in respect of all or a proportion of the Shares. Save for the circumstances prescribed below, the Vesting Period in respect of any Award shall be not less than twelve (12) months (or such other period as the Listing Rules may prescribe or permit). The relevant Vesting Date or Vesting Period of any Award and any other criteria or conditions for vesting shall be set out in the Award Letter.

LETTER FROM THE BOARD

A shorter Vesting Period may be imposed by the Directors in their absolute discretion only in relation to the grant of the Awards to Employee Participants and only in any of the following circumstances:

- (a) grants of “make whole” Awards to any Grantees (who are Employee Participants) who are new joiners to replace the share awards or options forfeited when leaving the previous employer;
- (b) grants of Awards to any Grantees (who are Employee Participants) whose employment or engagement is terminated due to death, disability or event of force majeure;
- (c) grants of Awards with performance-based vesting conditions in lieu of time-based vesting criteria;
- (d) grants of Awards in batches during a year for administrative or compliance reasons, including Awards that should have been granted earlier but had to wait for a subsequent batch if not for such administrative or compliance reasons, in which case the vesting period may be shorter to reflect the time from which the Awards would have been granted;
- (e) grants of Awards with a mixed or accelerated vesting schedule such as where the Awards may vest evenly over a period of twelve (12) months; or
- (f) grants of Awards with a total vesting and holding period of more than twelve (12) months.

In respect of any grant of Awards to Employee Participants with a shorter Vesting Period due to any of the above circumstances, the Board is of the view that such discretion is considered appropriate and serves the purpose of the 2025 Share Incentive Scheme to provide flexibility to grant Awards (i) as part of competitive terms and conditions to induce valuable talent to join the Group (sub-paragraphs (a), (e) and (f)); (ii) to reward past contribution which may otherwise be neglected due to administrative or technical reasons (sub-paragraphs (b) and (d)); (iii) to reward exceptional performers with accelerated vesting (sub-paragraph (e)); (iv) to motivate exceptional performers based on performance metrics rather than time (sub-paragraph (c)); and (v) in exceptional circumstances where justified (sub-paragraphs (a) to (f)).

Accordingly, the Board (including the independent non-executive Directors) is of the view that the discretion in allowing a shorter vesting period in each of the circumstances as detailed above is appropriate and in line with the purpose of the 2025 Share Incentive Scheme.

LETTER FROM THE BOARD

Scheme Mandate Limit

As at the Latest Practicable Date, there were 166,830,200 Shares in issue. Assuming that no further Shares will be allotted, issued, repurchased or cancelled prior to the AGM and after the resolutions regarding the proposed adoption of the 2025 Share Incentive Scheme are passed at the AGM, the total number of Shares which may be issued in respect of all Awards to be granted under the 2025 Share Incentive Scheme and other share schemes of the Company would be no more than 16,683,020 Shares, representing no more than approximately 10% of the total number of Shares in issue (excluding the treasury Shares) as at the Adoption Date (the “**Scheme Mandate Limit**”).

Performance Targets

The rules of the 2025 Share Incentive Scheme will not prescribe specific performance targets that must be satisfied before the Awards may be vested. However, the rules of the 2025 Share Incentive Scheme will give the Board discretion to impose such conditions on the Awards where appropriate. The condition(s) or performance target(s), if imposed, may include without limitation (i) individual financial targets such as revenue or profits generated by the Grantee over a defined period; (ii) individual non-financial targets relevant to the Grantee’s roles and responsibilities; (iii) financial targets of the Group, whether on a targeted or comparative basis; (iv) non-financial targets of the Group such as the Group’s strategic objectives, operational targets and plans for future development; and (v) any other performance targets that the Board may appropriately determine in its sole and absolute discretion. Such performance targets may include: (a) any measurable performance benchmark which the Board considers relevant to the Grantee, such as key performance indicators of respective department(s) and/or business unit(s) that the Grantee belongs, individual position, annual appraisal result and performance of the Grantee determined under the Company’s employee performance evaluation system; (b) the Grantee’s fulfilment of milestones with respect to, including but not limited to, business development of the Group; (c) results of the Company, growth on the revenue of the Group as compared to the immediately preceding financial period and performance of the Group; and/or (d) any other performance targets as the Board determines as appropriate. The Group will utilise its internal assessment system to appraise and evaluate the performance targets applicable to each grant of Awards on a case-by-case basis. The Board 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.

Where any vesting condition(s) or performance target(s) have been imposed, the Board, acting through the Company, shall notify the Grantee in writing by notice in respect of the fulfilment, satisfaction or waiver of such vesting condition(s) or performance target(s) as determined by the Board in its absolute discretion. The Board has the absolute discretion to determine whether and to what extent such vesting condition(s) or performance target(s) have been reached, fulfilled, satisfied or waived and its decision shall, in the absence of manifest error, be final, conclusive and binding.

LETTER FROM THE BOARD

The Directors consider that it may not always be appropriate to impose such conditions particularly, and that it is in the best interests of the Company to retain the flexibility to impose appropriate conditions in light of the particular circumstances of each grant, which would then be a more meaningful reward for each Eligible Participant's contribution and would achieve the purpose of the 2025 Share Incentive Scheme. Further, as each Grantee has a different position or role with respect to the Group and may contribute to the Group differently in terms of nature, duration or significance, it may not be appropriate to impose a generic set of performance targets for each Offer. Therefore, the 2025 Share Incentive Scheme does not prescribe the performance targets that must be met before each Award may vest. However, the Board shall specify in the document for granting the Offer, the performance targets, if any, that must be attained by the Grantee before any Award can be vested or exercised. The Board considers that it is more beneficial for the Company to have flexibility to determine whether and to what extent any performance targets will be attached to each Offer in light of the specific circumstances of each Grantee.

Clawback Mechanism

Unless the Directors otherwise determined and provided in the Award Letter, the Directors have the authority to provide that any Award shall be subject to a clawback if any of the following events shall occur during the Exercise Period or Vesting Period:

- (i) there being a material misstatement in the Company's audited financial statements that requires a restatement;
- (ii) a Grantee ceases to be an Eligible Participant by reason of the termination of his/her employment or contractual engagement with the Group for cause or without notice or with payment in lieu of notice;
- (iii) a Grantee has been convicted of any criminal offence;
- (iv) where a Grantee has committed any act of or convicted of criminal offence involving his/her integrity or honesty or being guilty of fraud or serious misconduct, whether or not in connection with his employment or engagement by any member of the Group and whether or not it has resulted in his employment or engagement being terminated by the relevant member of the Group;
- (v) in the reasonable opinion of the Board, a Grantee has engaged in unlawful acts or serious misconduct which prejudice the interest, reputation of or caused significant negative impact of the Company or otherwise exposed the Group to significant risk, which also include failure to discharge, or failure to discharge properly his/her duties and thereby resulting in serious loss in asset of the Group and other serious and adverse consequence, or breaches the terms of the 2025 Share Incentive Scheme in any material respect;
- (vi) in the reasonable opinion of the Board, there is material breach of employment agreement; or

LETTER FROM THE BOARD

- (vii) where such person has been convicted of or is being held liable for any offence under or any breach of the SFO or other securities laws or regulations in Hong Kong or any other applicable laws or regulations in force from time to time;

then the Board may make a determination at its absolute discretion that: (A) any Awards issued to that Grantee but not yet exercised shall immediately and automatically lapse forthwith, and the relevant Award Shares (including the Related Income, if necessary) shall not vest on the relevant Vesting Date but shall remain part of the Trust Fund. Such Participant shall have no right or claim against the Company, any other member of the Group, the Board, the Trust or the Trustee or with respect to those or any other Shares or any right thereto or interest therein in any way, regardless of whether such Awards have vested or not, (B) with respect to any Award Shares issued or transferred to that Grantee, the Grantee shall be required to transfer back to the Company or its nominee (1) the equivalent number of Shares, (2) an amount in cash equal to the market value of such Shares, or (3) a combination of (1) and (2), and/or (C) with respect to any Award Shares held by the Trustee for the benefit of the Grantee, those Award Shares shall no longer be held on trust for nor inure to the benefit of the Grantee.

The Board is of the view with such clawback mechanism in place, the Company would be able to claw back the Awards or Award Shares (as the case may be) granted to Grantees culpable of misconduct. In these circumstances, the Company would not consider it in the Company or Shareholders' best interests to incentivise them with proprietary interests of the Company under the 2025 Share Incentive Scheme, nor would the Company consider such Grantee benefiting under the 2025 Share Incentive Scheme to align with the purpose thereof. As such, the Company considers this clawback mechanism appropriate and reasonable and aligns with the purpose of the 2025 Share Incentive Scheme.

Exercise Price of Share Options and Purchase Price of Share Awards

For Awards which take the form of Share Options, the Board shall determine and notify the Grantee in the Award Letter:

- (a) the Exercise Price for such Share Options, provided that the Exercise Price shall in any event be no less than the higher of:
 - (i) the closing price of the Shares as stated in the daily quotations sheet issued by the Stock Exchange on the Offer Date, which must be a Business Day; and
 - (ii) the average closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five Business Days immediately preceding the Offer Date; and

LETTER FROM THE BOARD

- (b) the Exercise Period for such Share Options shall in any event be not longer than 10 years from the Offer Date. A Share Option shall lapse automatically and shall not be exercisable (to the extent not already exercised) on the expiry of the tenth anniversary from the Offer Date.

The basis of determination of the Exercise Price is consistent with the Listing Rules and thus the Board considers that it is appropriate and aligns with the purpose of the 2025 Share Incentive Scheme.

For Awards which take the form of Share Awards, the Board may in its absolute discretion determine whether the Grantee is required to pay any Purchase Price for obtaining the Shares underlying a Share Award. The Board noted that it is market practice that Share Awards are granted free of payment. However, the Board may consider the requirement to pay Purchase Price for the Share Award after having regard to the specific circumstances and other terms of the grant to the particular Eligible Participant such that it will be in the interest of the Company and will serve the purpose of the 2025 Share Incentive Scheme.

The Directors consider that the authority given to the Directors under the 2025 Share Incentive Scheme to determine the Exercise Price of a Share Option and the Purchase Price (if any) of a Share Award will enable the Company to provide appropriate incentives and/or rewards to the Eligible Participants to achieve the purpose of the 2025 Share Incentive Scheme.

General

Subject to the approval by the Shareholders in respect of the adoption of the 2025 Share Incentive Scheme, application will be made to the Listing Committee of the Stock Exchange for the approval of the listing of, and permission to deal in, the Shares which may be issued and allotted in respect of all Awards to be granted under the 2025 Share Incentive Scheme.

As at the Latest Practicable Date, to the best knowledge of the Directors and having made all reasonable enquiries, no Shareholder has any material interest in the proposed adoption of the 2025 Share Incentive Scheme. As such, no Shareholder is required to abstain from voting on the resolution in relation thereto at the AGM.

A summary of the principal terms of the 2025 Share Incentive Scheme is set out in Appendix III to this circular. A copy of the 2025 Share Incentive Scheme in English will be made available for inspection at the AGM and will be published on the website of the Stock Exchange at www.hkexnews.hk and the website of the Company at <https://prosperityhc.com> (for not less than 14 days before the date of the AGM).

LETTER FROM THE BOARD

ANNUAL GENERAL MEETING AND PROXY ARRANGEMENT

The notice of AGM is set out on pages 48 to 53 of this circular.

Pursuant to the Listing Rules and the Articles of Association, any vote of Shareholders at a general meeting must be taken by poll. An announcement on the poll results will be published by the Company after the AGM in the manner prescribed under the Listing Rules.

For the purpose of ascertaining Shareholders who are entitled to attend and vote at the AGM or any adjournment thereof, the register of members of the Company will be closed from Tuesday, 18 November 2025 to Friday, 21 November 2025 (both days inclusive), during which period no transfer of Shares will be registered. The record date will be Friday, 21 November 2025 and in order to qualify for the right to attend and vote at the AGM or any adjournment thereof, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Union Registrars Limited, at Suites 3301-04, 33/F, Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong not later than 4:00 p.m. on Monday, 17 November 2025.

A form of proxy for use at the AGM is enclosed with this circular and such form of proxy is also published on the websites of Hong Kong Exchanges and Clearing Limited (<http://www.hkexnews.hk>) and the Company (<https://prosperityhc.com>). Whether or not the Shareholders are able to attend the AGM, they are requested to complete and return the enclosed form of proxy in accordance with the instructions printed thereon. To be valid, the form of proxy must be completed and signed in accordance with the instructions printed thereon and deposited, at the Company's branch share registrar in Hong Kong, Union Registrars Limited, at Suites 3301-04, 33/F, Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong as soon as possible but in any event not later than 10:00 a.m. on Wednesday, 19 November 2025 (Hong Kong time). Completion and delivery of the form of proxy will not preclude you from attending and voting in person at the AGM if you so wish and in such event, the proxy form shall be deemed to be revoked.

RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. 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.

LETTER FROM THE BOARD

RECOMMENDATION

The Directors consider that (i) the grant of the Issue Mandate and Repurchase Mandate to the Directors; (ii) the proposed re-election of retiring Directors; (iii) the proposed re-appointment of independent auditor; (iv) the proposed termination of the Existing Share Option Scheme; and (v) the proposed adoption of the 2025 Share Incentive Scheme are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favour of all the resolutions to be proposed at the AGM.

GENERAL

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on any resolutions to be proposed at the AGM. Your attention is drawn to the information set out in the appendices to this circular.

MISCELLANEOUS

The English text of this circular shall prevail over the Chinese text for the purpose of interpretation.

Yours faithfully,
For and on behalf of
Prosperity Group International Limited
Liu Yancheng
Chairman

The following are details of the Directors who will retire and being eligible, offer themselves for re-election at the AGM.

EXECUTIVE DIRECTORS

Mr. Liu Yancheng (“**Mr. Liu**”), aged 58, was appointed as an executive Director on 5 January 2017 and redesignated as the chairman of the Board on 1 March 2017. Mr. Liu is also a director of certain subsidiaries of the Company. Mr. Liu has over 25 years of diversified business experience in the PRC spanning property and hotel investments, electronic communications and digital electronics as well as financing and leasing. Mr. Liu founded the first micro-lending company in Guangzhou in 2010.

With his relevant working experience, Mr. Liu will continue to be responsible for the formulation of the business and development strategy of the Group. He will also give strategic advice and make recommendation on development directions on the operation of the Group.

The Company has entered into a service agreement with Mr. Liu commencing on 5 January 2017, subject to retirement by rotation and re-election by the Shareholders as well as other related provisions as stipulated in the Articles and the Listing Rules. Pursuant to the said service agreement, the directorship may be terminated by either party thereto by giving to the other a three months’ prior notice in writing. The remuneration of Mr. Liu as an executive Director is HK\$80,000 per month with a discretionary bonus which will be determined by the Board with reference to the role and responsibilities of Mr. Liu and the prevailing market conditions.

As at the Latest Practicable date, (i) Mr. Liu is interested in 945,000 shares of the Company (as to 570,000 shares beneficially owned by himself and 375,000 shares owned by his spouse), representing approximately 0.57% of the total issued share capital of the Company; and (ii) Mr. Liu was also granted 696,896 share options under the 2017 Scheme which remained outstanding and unexercised.

Save as disclosed above, Mr. Liu (i) does not hold any position with the Company or other members of the Group; (ii) does not have any relationship with any other Directors, senior management, substantial or controlling Shareholders (as defined in the Listing Rules); (iii) has not held any directorship in public companies in the last three years the securities of which are listed on any securities market in Hong Kong or overseas; and (iv) does not have any interests or short position in the securities of the Company which are required to be disclosed pursuant to Part XV of the SFO.

Save as disclosed above, there is no other information which is required to be disclosed pursuant to the requirements of Rule 13.51(2)(h) to (v) of the Listing Rules and there are no other matters relating to the re-election of Mr. Liu which the Board considers necessary to be brought to the attention of the Shareholders.

Mr. Yao Runxiong (“**Mr. Yao**”), aged 63, was appointed as executive Director on 25 October 2017. He is the founder and currently a director of 金大福珠寶有限公司 (for transliteration purpose only, King Tai Fook Company Limited), a company established in the PRC and principally engaged in jewellery business in the PRC. He has over 20 years of experience in management and development of jewellery business in the PRC.

The Company has entered into a service agreement with Mr. Yao in relation to his appointment as an executive Director and he is subject to retirement by rotation and re-election in accordance with the Articles. Mr. Yao is entitled to a remuneration of HK\$5,000 per month, which has been approved by the Board having considered his responsibilities and duties, the Company’s remuneration policy and the prevailing market conditions.

As at the Latest Practicable Date, Mr. Yao is interested in 12,040,250 shares of the Company (as to 11,708,750 shares beneficially owned by himself and 931,500 shares owned by his spouse), representing approximately 7.22% of the total issued share capital of the Company.

Save as disclosed above, Mr. Yao (i) does not hold any position with the Company or other members of the Group; (ii) does not have any relationship with any other Directors, senior management, substantial or controlling Shareholders (as defined in the Listing Rules); (iii) has not held any directorship in public companies in the last three years the securities of which are listed on any securities market in Hong Kong or overseas; and (iv) does not have any interests or short position in the securities of the Company which are required to be disclosed pursuant to Part XV of the SFO.

Save as disclosed above, there is no other information which is required to be disclosed pursuant to any of the requirements under Rules 13.51(2)(h) to (v) of the Listing Rules, and there are no other matters concerning the re-election of Mr. Yao that need to be brought to the attention of the Shareholders.

INDEPENDENT NON-EXECUTIVE DIRECTOR

Ms. Chan Sheung Yu (“**Ms. Chan**”), aged 39, obtained a Master’s degree in Marketing Management from Aston University in the United Kingdom in 2010, and she was awarded a Bachelor’s degree in Business Administration and Mathematics in 2008. Ms. Chan has been serving as an independent non-executive director of WS-SK Target Group Limited (a company listed on the GEM of The Stock Exchange with stock code: 8427) since December 2024, DreamEast Group Limited (a company listed on the Stock Exchange with stock code: 593) since January 2024 and GBA Holdings Limited (a company listed on the Stock Exchange with stock code: 261) since July 2023. Ms. Chan is currently the financial controller of Kindness and Welfare Charity Limited since March 2023. Prior to her current role, Ms. Chan worked at Harvest Holdings Company from March 2017 to August 2019, where she held the position of Business Development Manager. She also worked at Nanyang Commercial Bank from July 2014 to March 2017, where she served as an internal auditor before leaving the company.

Ms. Chan is currently a member of the committee of the Chinese Communist Party Jiangsu Youth Federation, the vice president of the Hong Kong Jiangsu Enterprises

Association, the deputy treasurer of the Y.Elites Association, and has previously served as a member of the committee of the Home Affairs Department of the Government of the HKSAR, Lung Tong Area Committees.

Ms. Chan is also a Certified Anti-Money Laundering Specialist by ACAMS.

Ms. Chan has entered into a letter of appointment with the Company for a term of 2 years commencing from 27 December 2024, subject to requirements relating to retirement by rotation and re-election at the annual general meeting of the Company in accordance with the Articles of Association. The letter of appointment is subject to the termination by either party giving at least three (3) months' notice in writing to the other. Ms. Chan is entitled to a director's fee of HK\$156,000 per annum, as determined by reference to her qualification, the time and effort involved in her duties and responsibilities in the Company and the prevailing market conditions.

Save as disclosed above, Ms. Chan did not hold any directorship in any other listed public companies in Hong Kong or overseas during the past three years and she does not hold any other position with the Company or other members of the Group and does not have any relationship with any other Director, senior management or substantial or controlling Shareholders.

As at the Latest Practicable Date, Ms. Chan does not have any interest or short position in the shares, underlying shares or debentures of the Company or any of its associated corporations within the meaning of Part XV of the SFO.

Ms. Chan confirmed that she met the independence criteria as set out in Rule 3.13 of the Listing Rules. Save as disclosed above, there is no information relating to the re-election of Ms. Chan that is required to be disclosed pursuant to Rules 13.51(2)(h) to (v) of the Listing Rules and there is no other matter that needs to be brought to the attention of the Shareholders.

The following is an explanatory statement required by the Listing Rules to provide the Shareholders with requisite information reasonably necessary for them to make an informed decision on whether to vote for or against the ordinary resolution to be proposed at the AGM in relation to the granting of the Repurchase Mandate. Neither this explanatory statement nor the Repurchase Mandate has any unusual features.

1. SHARE CAPITAL

As at the Latest Practicable Date, the issued share capital of the Company comprised 166,830,200 Shares of par value of HK\$0.2 each and the Company did not have any treasury shares.

Subject to the passing of the ordinary resolution set out in item 5 of the notice of AGM in respect of the granting of the Repurchase Mandate and on the basis that the issued share capital of the Company remains unchanged on the date of the AGM, i.e. being 166,830,200 Shares, the Directors would be authorised under the Repurchase Mandate to repurchase, during the period in which the Repurchase Mandate remains in force, a total of 16,683,020 Shares, representing 10% of the total number of Shares in issue (excluding treasury Shares if any) as at the date of the AGM.

2. REASONS FOR SHARE REPURCHASE

The Directors believe that the granting of the Repurchase Mandate is in the best interests of the Company and the Shareholders. When exercising the Repurchase Mandate, the Directors may, subject to market conditions and the Company's capital management needs at the relevant time of the repurchase, resolve to cancel the shares repurchased following settlement of any such repurchase or if authorised by the laws of the Company's place of incorporation and its Articles of Association, hold them as treasury shares.

Shares repurchase may, depending on the market conditions and funding arrangements at the time, lead to an enhancement of the net asset value per Share and/or earnings per Share and will only be made when the Directors believe that such a repurchase will benefit the Company and the Shareholders as a whole.

3. FUNDING OF SHARE REPURCHASE

The Company may only apply funds legally available for share repurchase in accordance with the Articles of Association and the laws of the Cayman Islands and/or any other applicable laws, as the case may be.

4. IMPACT OF SHARE REPURCHASE

There might be a material adverse impact on the working capital or gearing position of the Company (as compared with the position disclosed in the latest published audited financial statements of the Company for the year ended 30 June 2025) in the event that the Repurchase Mandate was to be carried out in full at any time during the proposed repurchase period. However, the Directors do not intend to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company or the gearing levels which in the opinion of the Directors are from time to time appropriate for the Company.

5. MARKET PRICES OF SHARES

The highest and lowest prices per Share at which Shares have traded on the Stock Exchange during each of the previous 12 months (and from October 2024 up to and including the Latest Practicable Date) were as follows:

Month	Highest HK\$	Lowest HK\$
2024		
October	0.355	0.27
November	0.355	0.147
December	0.25	0.22
2025		
January	0.24	0.215
February	0.24	0.199
March	0.234	0.208
April	0.245	0.188
May	0.77	0.134
June	0.81	0.27
July	0.63	0.35
August	0.70	0.46
September	0.52	0.36
October (up to the Latest Practicable Date)	0.45	0.38

6. GENERAL

To the best of their knowledge and having made all reasonable enquiries, none of the Directors nor any of their respective close associates have any present intention to sell any Shares to the Company in the event that the granting of the Repurchase Mandate is approved by the Shareholders.

The Company has not been notified by any core connected persons (as defined in the Listing Rules) of the Company that they have a present intention to sell any Shares to the Company, or that they have undertaken not to sell any Shares held by them to the Company in the event that the granting of the Repurchase Mandate is approved by the Shareholders.

The Directors will exercise the power of the Company to repurchase Shares pursuant to the Repurchase Mandate in accordance with the Listing Rules and the applicable laws of the Cayman Islands.

7. TAKEOVERS CODE

If as a result of a repurchase of Shares pursuant to the Repurchase Mandate, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition of voting rights for the purposes of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert (within the meaning under the Takeovers Code), depending on the level of increase in interest, could obtain or consolidate control of the Company and thereby become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code.

To the best knowledge of the Company, as at the Latest Practicable Date, the Company has no substantial shareholder as defined in the Listing Rules.

The Directors are not aware of any consequences which may give rise to an obligation to make a mandatory offer under Rule 26 of the Takeovers Code. The Directors do not consider such increase would reduce the issued share capital in the public to less than 25% (or the relevant prescribed minimum percentage required by the Stock Exchange). The Directors do not propose to exercise the Repurchase Mandate to such an extent as would, in the circumstances, give rise to an obligation to make a mandatory offer in accordance with Rule 26 of the Takeovers Code and/or result in the aggregate number of Shares held by the public shareholders falling below the prescribed minimum percentage required by the Stock Exchange.

8. SHARE REPURCHASE MADE BY THE COMPANY

During the 6 months prior to the Latest Practicable Date, the Company had not repurchased any of the Shares (whether on the Stock Exchange or otherwise).

This appendix summarizes the principal terms of the 2025 Share Incentive Scheme but does not form part of nor is it intended to be part of the 2025 Share Incentive Scheme, nor should it be taken as effecting the interpretation of the rules of the 2025 Share Incentive Scheme.

1. PURPOSE OF THE 2025 SHARE INCENTIVE SCHEME

The purpose of the 2025 Share Incentive Scheme is:

- (a) to enable the Company to grant Award to Eligible Participant as incentive or reward for their contribution to the Group;
- (b) to provide the Company with a flexible means of remunerating, incentivizing, retaining, rewarding, compensating and/ or providing benefits to Eligible Participants; and
- (c) to align the interest of Eligible Participants with those of the Company and Shareholders by providing such Eligible Participants with the opportunity to acquire shareholding interests in the Company.

2. DURATION AND ADMINISTRATION OF THE 2025 SHARE INCENTIVE SCHEME, ESTABLISHMENT OF TRUST

- 2.1 The 2025 Share Incentive Scheme shall be valid and effective for the Scheme Period, after which period no further Awards will be granted under the 2025 Share Incentive Scheme. But the provisions of the 2025 Share Incentive Scheme shall remain in force to the extent necessary to give effect to the exercise of any Share Options granted or exercised prior thereto or otherwise as may be required in accordance with the provisions of the 2025 Share Incentive Scheme, and to give effect to the Share Awards granted or vested prior thereto or otherwise as may be required in accordance with the provisions of the 2025 Share Incentive Scheme.
- 2.2 The 2025 Share Incentive Scheme shall be subject to the administration of the Directors and the Trustee in accordance with the rules of the 2025 Share Incentive Scheme and the Trust Deed, and the decision of the Directors shall be final and binding on all parties who may be affected thereby. The Directors shall have the right to (i) interpret and construe the provisions of the 2025 Share Incentive Scheme; (ii) determine the persons who will be offered the Awards under the 2025 Share Incentive Scheme, and (iii) make such other decisions or determinations as they shall deem appropriate in the administration of the 2025 Share Incentive Scheme.
- 2.3 The Directors may from time to time cause to be paid a Contributed Amount to the Trust by way of settlement or otherwise contributed by the Company or any Subsidiary as directed by the Directors which shall constitute part of the Trust Fund,

for the purchase or subscription (as the case may be) of Shares and other purposes set out in the 2025 Share Incentive Scheme and the Trust Deed.

- 2.4 In the event the Award Shares are to be allotted and issued as new Shares (including any transfer of treasury shares out of treasury) under the scheme mandate of the 2025 Share Incentive Scheme for the purpose of the Trust, the Board shall cause an amount equal to the nominal value of such new Shares to be allotted and issued be transferred from the Company's resources as soon as practicable but in any event not later than 5 Business Days prior to the allotment and issuance of such Shares (including any transfer of treasury shares out of treasury) as subscription monies for the new Shares and cause to allot and issue such new Shares (including any transfer of treasury shares out of treasury) to the Trustee, which shall be held upon trust for the relevant Grantee subject to the terms and conditions set out in the Scheme and in the Trust Deed. The Company shall comply with the relevant Listing Rules when allotting and issuing any new Shares (including any transfer of treasury shares out of treasury) under scheme mandate of the Scheme and application shall be made to the Stock Exchange for the granting of the listing of, and permission to deal in the new Shares to be issued at the time of offer the Shares. For the avoidance of doubt, the Company may allot and issue new Shares under the scheme mandate of the 2025 Share Incentive Scheme and/or transfer treasury shares out of treasury to the Trustee in respect of any Award Shares, which shall be held upon trust for the relevant selected participant to the 2025 Share Incentive Scheme to satisfy grant of the Award Shares, subject to the terms and conditions set out in the Scheme and in the Trust Deed.
- 2.5 The Board may from time to time instruct the Trustee in writing to purchase Shares on the Stock Exchange. Once purchased, the Shares are to be held by the Trustee for the benefit of the relevant Grantee under the Trust on and subject to the terms and conditions of the Scheme and the Trust Deed. On each occasion when the Board instructs the Trustee to purchase Shares on the Stock Exchange, it shall specify the maximum amount of funds to be used and the range of prices at which such Shares are to be purchased. The Trustee may not incur more than the maximum amount of funds or purchase any Shares at a price falling outside the range of prices so specified unless with the prior written consent of the Board.
- 2.6 As soon as practicable after receiving the notice setting out the instructions from the Company with respect to the purchase of the Shares on the Stock Exchange and during such period until being notified by the Board to suspend or cease the purchase, the Trustee shall apply such amount of Residual Cash towards the purchase of such maximum board lot of Shares at the prevailing market price according to the instructions set out in the notice. The Trustee shall also pay the related purchase expenses (including for the time being, the brokerage fee, stamp duty, the Securities and Futures Commission transaction levy and Stock Exchange trading fee) and such other necessary expenses required for the completion of the purchase of the Shares out of the Residual Cash.

For the avoidance of doubt, the Shares so purchased and the remaining balance of any Residual Cash shall form part of the Trust Fund. The Trustee is not obliged to purchase any Shares unless the prevailing market price of the Shares falls within the range of prices in accordance with paragraph 2.5 and that the Trustee has sufficient funds in the Trust to undertake the purchase of such Shares.

- 2.7 The Trustee shall keep the Board informed from time to time of the number of Shares purchased and the price at which those Shares have been purchased. If, for any reason, the Trustee shall not be able to purchase any or all of the Shares with the maximum amount of funds (where the range of prices at which such Shares are to be purchased has been specified by the Board) so specified in the notice within 10 Business Days on which the trading of the Shares has not been suspended on the Stock Exchange after being instructed by the Board to do so, the Trustee shall notify the Board. The Board shall then decide on whether to instruct the Trustee to continue with such purchase and the conditions thereof.

3. ELIGIBLE PARTICIPANTS AND THE BASIS OF DETERMINING ELIGIBILITY OF ELIGIBLE PARTICIPANTS

- 3.1 The Eligible Participants under the 2025 Share Incentive Scheme shall include:

- (i) **Employee Participants:** director(s) and employee(s) of the Company or any of its subsidiaries (including persons who are granted Awards under the 2025 Share Incentive Scheme as an inducement to enter into employment contracts with the Company or any of its Subsidiaries).

- 3.2 In determining the criteria for the selection of any eligible Employee Participants, the Board may consider, among other things, such Employee Participant's individual performance, time commitment, his/her skills, knowledge, expertise relevant to the operations and business of the Group, the level of responsibilities assumed, the length of employment or engagement with the Group, contribution and/or future contribution to the development and growth of the Group.

4. GRANT OF AWARDS

- 4.1 An Award may take the form of:

- (a) an award which vests in the form of the right to subscribe for and/or be issued such number of Shares as the Directors may determine at the Purchase Price in accordance with the terms of the Scheme (a "**Share Award**"); or
- (b) an award which vests in the form of the right to subscribe for such number of Shares as the Board may determine during the Exercise Period at the Exercise Price in accordance with the terms of the Scheme (a "**Share Option**").

5. EXERCISE PRICE AND PURCHASE PRICE

5.1 The Purchase Price for Awards which take the form of Share Awards shall be such price determined by the Directors and notified to the Grantee in the Award Letter with a copy thereof to the Trustee. For the avoidance of doubt, the Board may determine the Purchase Price to be at nil consideration. The Board may in its absolute discretion determine whether the Grantee is required to pay any Purchase Price for obtaining the Shares underlying a Share Award, and, if so required, the amount of the Purchase Price, after taking into account the practices of comparable companies and the effectiveness of the 2025 Share Incentive Scheme in attracting talents and motivating the Grantee to contribute to the long term development of the Group. The Board may consider the requirement to pay Purchase Price for the Share Award after having regard to the specific circumstances and other terms of the grant to the particular Eligible Participant such that it will be in the interest of the Company and will serve the purpose of the 2025 Share Incentive Scheme.

5.2 For Awards which take the form of Share Options, the Board shall determine and notify the Grantee in the Award Letter:

- (i) the Exercise Price for such Share Options, provided that the Exercise Price shall in any event be no less than the higher of:
 - (a) the closing price of the Shares as stated in the daily quotations sheet issued by the Stock Exchange on the Offer Date, which must be a Business Day; and
 - (b) the average closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five Business Days immediately preceding the Offer Date; and
- (ii) the Exercise Period for such Share Options shall in any event be not longer than 10 years from the Offer Date. A Share Option shall lapse automatically and shall not be exercisable (to the extent not already exercised) on the expiry of the tenth anniversary from the Offer Date.

6. ACCEPTANCE OF AN OFFER

6.1 An Offer will be made to an Eligible Participant in a written form determined by the Directors. The Company will issue an Award Letter to each Eligible Participant, detailing the Award's terms and conditions. This includes information such as the number of Shares in respect of which the Awards relates, the Purchase Price or Exercise Price, vesting criteria and conditions, Vesting Date, any performance targets to be achieved, and other necessary details.

- 6.2 For Awards which take the form of Share Options, unless otherwise specified in the Award Letter, an Offer is accepted by an Eligible Participant when a signed duplicate acceptance letter, indicating the number of Shares accepted, is received by the Company within 21 days from the Offer Date, along with a non-refundable payment of HK\$1.00. Any Offer or Award may be accepted by an Eligible Participant in whole or in part provided that it is accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof. If the Award is not accepted according to these terms, it will be considered irrevocably declined and will automatically lapse.
- 6.3 For Awards which take the form of Share Awards, unless otherwise specified in the Award Letter, the number of Award Shares stated in the Award Letter will be the final amount granted to the Eligible Participant upon acceptance. The Eligible Participant must confirm acceptance by signing and returning the acceptance form to the Directors within 5 Business Days (the “**Acceptance Period**”). The Directors will then send a copy of the signed form to the Trustee. If the acceptance form is not returned within the Acceptance Period, the grant of Award Shares will lapse, and the shares will remain part of the Trust Fund. The Eligible Participant will have no claims against the Company or other related parties regarding those shares, and the Board shall notify the Trustee of the lapse as soon as possible.

7. VESTING PERIOD

- 7.1 The Directors may from time to time, in their absolute discretion, determine the Vesting Period upon which the Awards may be vested in that Grantee in respect of all or a proportion of the Shares. Save for the circumstances prescribed in paragraph 7.2, the Vesting Period in respect of any Award shall be not less than twelve (12) months (or such other period as the Listing Rules may prescribe or permit). The relevant Vesting Date or Vesting Period of any Award and any other criteria or conditions for vesting shall be set out in the Award Letter.
- 7.2 A shorter Vesting Period may be imposed by the Directors in their absolute discretion only in relation to the grant of the Awards to Employee Participants and only in any of the following circumstances:
- (a) grants of “make whole” Awards to any Grantees (who are Employee Participants) who are new joiners to replace the share awards or options forfeited when leaving the previous employer;
 - (b) grants of Awards to any Grantees (who are Employee Participants) whose employment or engagement is terminated due to death, disability or event of force majeure;

- (c) grants of Awards with performance-based vesting conditions in lieu of time-based vesting criteria;
- (d) grants of Awards in batches during a year for administrative or compliance reasons, including Awards that should have been granted earlier but had to wait for a subsequent batch if not for such administrative or compliance reasons, in which case the vesting period may be shorter to reflect the time from which the Awards would have been granted;
- (e) grants of Awards with a mixed or accelerated vesting schedule such as where the Awards may vest evenly over a period of twelve (12) months; or
- (f) grants of Awards with a total vesting and holding period of more than twelve (12) months,

each of which is considered appropriate and serves the purpose of the 2025 Share Incentive Scheme to provide flexibility to grant Awards (i) as part of competitive terms and conditions to induce valuable talent to join the Group (sub-paragraphs (a) (e) and (f)); (ii) to reward past contribution which may otherwise be neglected due to administrative or technical reasons (sub-paragraphs (b) and (d)); (iii) to reward exceptional performers with accelerated vesting (sub-paragraph (e)); (iv) to motivate exceptional performers based on performance metrics rather than time (sub-paragraph (c)); and (v) in exceptional circumstances where justified (sub-paragraphs (a) to (f)).

- 7.3 In the circumstances contemplated in paragraph 7.2, the Board shall determine in its absolute discretion whether such Award shall vest and the period within which such Award shall vest, subject to the requirements of the Listing Rules and the terms of the Scheme (including the requirements on vesting period as set out in paragraph 7.1 and 7.2).

8. PERFORMANCE TARGET

- 8.1 Unless otherwise determined by the Board and specified in the Award Letter, vesting of Awards is not subject to any performance target that needs to be achieved by the Eligible Participant. The Offer shall specify the terms on which the Award is to be granted and the Directors may at their sole and absolute discretion specify any condition in the Offer for vesting of the Awards.
- 8.2 The condition(s) or performance target(s), if imposed, may include without limitation (i) individual financial targets such as revenue or profits generated by the Grantee over a defined period; (ii) individual non-financial targets relevant to the Grantee's roles and responsibilities; (iii) financial targets of the Group, whether on a targeted or comparative basis; (iv) non-financial targets of the Group such as the

Group's strategic objectives, operational targets and plans for future development; and (v) any other performance targets that the Board may appropriately determine in their sole and absolute discretion. Such performance targets may include: (a) any measurable performance benchmark which the Board considers relevant to the Grantee, such as key performance indicators of respective department(s) and/or business unit(s) that the Grantee belongs, individual position, annual appraisal result and performance of the Grantee determined under the Company's employee performance evaluation system; (b) the Grantee's fulfilment of milestones with respect to, including but not limited to, business development of the Group; (c) results of the Company, growth on the revenue of the Group as compared to the immediately preceding financial period and performance of the Group; and/or (d) any other performance targets as the Board determines as appropriate. The Group will utilise its internal assessment system to appraise and evaluate the performance targets applicable to each grant of Awards on a case-by-case basis. The Board 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.

- 8.3 Where any vesting condition(s) or performance target(s) have been imposed, the Board, acting through the Company, shall notify the Grantee in writing by notice in respect of the fulfilment, satisfaction or waiver of such vesting condition(s) or performance target(s) as determined by the Board in its absolute discretion. The Board has the absolute discretion to determine whether and to what extent such vesting condition(s) or performance target(s) have been reached, fulfilled, satisfied or waived and its decision shall, in the absence of manifest error, be final, conclusive and binding.

9. CLAWBACK

- 9.1 Unless the Directors otherwise determined and provided in the Award Letter, the Directors have the authority to provide that any Award shall be subject to a clawback if any of the following events shall occur during the Exercise Period or Vesting Period:

- (a) there being a material misstatement in the Company's audited financial statements that requires a restatement;
- (b) a Grantee ceases to be an Eligible Participant by reason of the termination of his/her employment or contractual engagement with the Group for cause or without notice or with payment in lieu of notice;
- (c) a Grantee has been convicted of any criminal offence;
- (d) where a Grantee has committed any act of or convicted of criminal offence involving his/her integrity or honesty or being guilty of fraud or serious

misconduct, whether or not in connection with his employment or engagement by any member of the Group and whether or not it has resulted in his employment or engagement being terminated by the relevant member of the Group;

- (e) in the reasonable opinion of the Board, a Grantee has engaged in unlawful acts or serious misconduct which prejudice the interest, reputation of or caused significant negative impact of the Company or otherwise exposed the Group to significant risk, which also include failure to discharge, or failure to discharge properly his/her duties and thereby resulting in serious loss in asset of the Group and other serious and adverse consequence, or breaches the terms of the 2025 Share Incentive Scheme in any material respect;
- (f) in the reasonable opinion of the Board, there is material breach of employment agreement; or
- (g) where such person has been convicted of or is being held liable for any offence under or any breach of the SFO or other securities laws or regulations in Hong Kong or any other applicable laws or regulations in force from time to time;

then the Board may make a determination at its absolute discretion that: (A) any Awards issued to that Grantee but not yet exercised shall immediately and automatically lapse forthwith and the relevant Award Shares (including the Related Income, if necessary) shall not vest on the relevant Vesting Date but shall remain part of the Trust Fund. Such Participant shall have no right or claim against the Company, any other member of the Group, the Board, the Trust or the Trustee or with respect to those or any other Shares or any right thereto or interest therein in any way, regardless of whether such Awards have vested or not, (B) with respect to any Award Shares issued or transferred to that Grantee, the Grantee shall be required to transfer back to the Company or its nominee (1) the equivalent number of Shares, (2) an amount in cash equal to the market value of such Shares, or (3) a combination of (1) and (2), and/or (C) with respect to any Award Shares held by the Trustee for the benefit of the Grantee, those Award Shares shall no longer be held on trust for nor inure to the benefit of the Grantee.

10. MAXIMUM NUMBER OF SHARES

(A) Scheme Mandate Limit

10.1 The maximum number of Shares which may be issued in respect of all Awards to be granted under the 2025 Share Incentive Scheme and other share schemes of the Company will be 16,683,020 Shares, representing 10% of the total number of Shares in issue (excluding treasury shares) as at the Adoption Date (“**Scheme Mandate Limit**”), unless the Company obtains an approval from its Shareholders for refreshment of the Scheme Mandate Limit in accordance with paragraph 10(B) below.

10.2 Shares which would have been issued pursuant to Awards which have lapsed in accordance with the terms of the 2025 Share Incentive Scheme (or the terms of any other share schemes of the Company) shall not be counted for the purpose of calculating the Scheme Mandate Limit.

(B) Refreshment of the Scheme Mandate Limit

10.3 The Company may refresh either of the Scheme Mandate Limit:

- (a) from the later of three years after the Adoption Date or three years after the date of the previous shareholder approval for refreshment of the Scheme Mandate Limit (as the case may be) pursuant to the 2025 Share Incentive Scheme, with the prior approval of Shareholders in general meeting by way of ordinary resolution; or
- (b) within three years from the Adoption Date or three years from the date of the previous shareholder approval for refreshment of the Scheme Mandate Limit (as the case may be) pursuant to the 2025 Share Incentive Scheme, with the prior approval of the Shareholders in general meeting and subject to the following provisions: (i) any controlling shareholders and their associates (or if there is no controlling shareholder, directors (excluding independent non-executive directors) and the chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting; and (ii) compliance with any additional requirements set out in the Listing Rules.

10.4 The total number of Award Shares which may be issued in respect of all Awards to be granted under the 2025 Share Incentive Scheme and all other schemes of the Company under the Scheme Mandate Limit as refreshed pursuant to paragraph 10.3 shall not exceed 10% of the Shares in issue (excluding any treasury shares) as at the date of the approval to refresh the Scheme Mandate Limit by the Shareholders in general meeting.

10.5 Awards already granted under the 2025 Share Incentive Scheme and any other share schemes of the Company (including those exercised, outstanding, cancelled or lapsed in accordance with its terms) shall not be counted for the purpose of calculating the number of Award Shares that may be issued under the Scheme Mandate Limit as refreshed.

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

(C) Maximum entitlement of a Grantee

- 10.7 No Awards may be granted to any one person such that the total number of Shares issued and to be issued upon exercise of Awards granted and to be granted to that person in any 12-month period exceeds 1% of any relevant class of the Company's issued share capital (excluding treasury shares, if any) from time to time.
- 10.8 If the Board determines to offer Awards to an Eligible Participant which, when aggregated with any Shares issued or to be issued in respect of all options or awards granted to that person (excluding any options or awards lapsed in accordance with the terms of the relevant schemes) under the 2025 Share Incentive Scheme and the other share schemes of the Company in any 12-month period up to and including the date of such grant, exceed 1% of the number of Shares in issue (excluding treasury shares, if any), that grant shall be subject to:
- (a) separate approval of the Shareholders at general meeting having been obtained, with such Eligible Participant and his/her/its Close Associates (or his/her/its Associates if the Eligible Participant is a connected person of the Company) abstaining from voting;
 - (b) a circular in relation to the proposal for such further grant having been sent by the Company to its Shareholders with such information from time to time as required by the Listing Rules, including, among others, the identity of the Eligible Participant, the number and terms of the Awards to be granted (and those previously granted to such Eligible Participant in the 12-month period), the purpose of granting Awards to the Eligible Participant and an explanation as to how the terms of the Awards serve such purpose;
 - (c) the number and terms of the Awards to be granted to such proposed Grantee having been fixed before the shareholders' approval mentioned in (a) above; and
 - (d) in respect of any Awards to be further granted, the date of the Board meeting at which the Board resolves to grant the proposed Awards to such Eligible Participant shall be taken as the date of grant for the purpose of calculating the Exercise Price (if applicable).

(D) Limit on Grant to Director, Chief Executive or Substantial Shareholder

- 10.9 Any grant of Awards to any Director, chief executive or substantial shareholder of the Company, or any of their respective associates, shall be subject to the prior approval of the remuneration committee of the Board (excluding any member who is a proposed recipient of the grant of the Award) and the

independent non-executive Directors (excluding any independent non-executive Director who is a proposed recipient of the grant of Awards). In addition:

- (a) where any grant of Share Awards (but not any grant of Share Options) to any Director (other than an independent non-executive Director) or chief executive of the Company or any of their associates would result in the Shares issued and to be issued in respect of all Share Awards granted under the 2025 Share Incentive Scheme together with awards granted under any other share schemes of the Company (excluding any awards lapsed in accordance with the terms of the relevant 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 any treasury shares) at the date of such grant; or
- (b) where any grant of Awards to an independent non-executive Director or substantial shareholder of the Company (or any of their respective associates) would result in the number of Shares issued and to be issued upon exercise of all Awards already granted under the 2025 Share Incentive Scheme together with awards granted under any other share schemes of the Company (excluding any awards lapsed in accordance with the terms of the relevant scheme) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of Shares in issue (excluding any treasury shares) at the date of such grant,

such further grant of Awards must be approved by Shareholders in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules.

11. RESTRICTIONS ON AWARDS

11.1 No Award shall be granted to any Eligible Participant and no instructions to acquire any Shares shall be given to the Trustee under the Scheme:

- (a) in circumstances prohibited by the Listing Rules or at a time when the relevant Eligible Participant would be prohibited from dealing in the Shares by the Listing Rules or by any applicable rules, regulations or law;
- (b) where the Company is in possession of any unpublished inside information in relation to the Company, until (and including) the trading day after such inside information has been announced;
- (c) during the periods of:
 - (i) 60 days immediately before 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 or the deadline for the Company to publish an announcement of its results for any year under the Listing Rules, whichever is earlier; and

- (ii) 30 days immediately before 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 result for any half-year or the deadline for the Company to publish an announcement of its result for any half-year under the Listing Rules, whichever is earlier,

and ending on the date of the results announcement, provided that such period will also cover any period of delay in the publication of any results announcement;

- (d) if any member of the Group is required under applicable laws, rules or regulations to issue a prospectus or other offer documents in respect of such grant or the Scheme;
- (e) where such grant or dealing in the Shares in respect of such grant would result in a breach by any member of the Group or any of its directors of any applicable laws, rules, regulations or codes in any jurisdiction from time to time;
- (f) in circumstances where the requisite approval from any applicable governmental or regulatory authority has not been obtained, provided that to the extent permissible in accordance with applicable laws, rules and regulations an Award may be made conditional upon such approval being obtained;
- (g) in circumstances which would result in a breach of the Scheme Mandate Limit, provided that to the extent permissible in accordance with applicable laws, rules and regulations an Award may be made conditional upon the Scheme Mandate Limit being refreshed or approval of Shareholders being otherwise obtained; or
- (h) where such Award under the Listing Rules requires the specific approval of Shareholders, until such approval of Shareholders is obtained, provided that to the extent permissible in accordance with applicable laws, rules and regulations an Award may be made conditional upon such specific shareholder approval being obtained,

and any such grant so made (or made without being subject to the necessary conditions contemplated by this paragraph 11) shall be null and void to the extent (and only to the extent) that it falls within the circumstances described above.

12. CEASING TO BE AN ELIGIBLE PARTICIPANT**12.1 Retirement:**

- (a) If a Grantee ceases to be an Eligible Participant by reason of his/her retirement:
 - (i) any outstanding Awards not yet vested shall continue to vest in accordance with the Vesting Dates set out in the Award Letter, or such other period as the Directors may determine at their sole discretion, and (ii) any vested Share Option may be exercised within the Exercise Period, failing which the Share Option shall lapse.
- (b) A Grantee shall be taken to have retired on the date that he/she retires upon or after reaching the age of retirement specified in his/her service agreement or pursuant to any retirement policy of the relevant member of the Group applicable to him/her from time to time or, in case there is no such terms of retirement applicable to the Grantee, with the approval of the Board or the board of the applicable member of the Group.

12.2 Death or permanent incapacity:

If a Grantee ceases to be an Eligible Participant by reason of (i) death of the Grantee; or (ii) the termination of his/her employment or contractual engagement with any member of the Group by reason of his/her permanent physical or mental disablement:

- (a) in the case of Share Options: all Share Options shall be deemed to be vested on the day immediately prior to his/her death or the day immediately prior to his/her termination of employment with the relevant member of the Group due to his/her permanent incapacity. Any vested Share Option may be exercised within a period of twelve (12) months following the date of death or the date of termination of his/her employment or contractual engagement, or such longer period as the Directors may determine, by the Grantee or his/her Personal Representatives (if applicable). In the case where a Grantee no longer has any legal capacity to exercise the Share Option, the vested Share Option may be exercised within that period by the persons charged with the duty of representing the Grantee under applicable laws. If the vested Share Option is not exercised within the time mentioned above, the Share Option shall lapse; and
- (b) in the case of Share Awards: all the Award Shares (including the Related Income, if necessary) of the Grantee shall be deemed to be vested on the day immediately prior to his/her death or the day immediately prior to his/her termination of employment with the relevant member of the Group due to his/her permanent incapacity. In the event of the death of the Grantee, the Trustee shall hold the vested Award Shares (including the Related Income, if

necessary) (hereinafter referred to as “**Benefits**”) upon trust and to transfer the same to the Personal Representatives of the Grantee and subject as aforesaid the Trustee shall, within (a) twelve (12) months from the date of the death of the Grantee (or such longer period as the Trustee and the Board shall agree from time to time) or (b) the Trust Period (whichever is shorter) upon trust to transfer the Benefits to the legal Personal Representatives of the Grantee; or if the Benefits would otherwise become bona vacantia, the Benefits shall be forfeited and cease to be transferable and such Benefits shall remain part of the Trust Fund.

References in these Scheme rules to “Grantee” shall be construed as references to a Grantee’s Personal Representative or estate where the context requires to the extent necessary to give effect to the provisions of the paragraph 12.2.

12.3 Bankruptcy:

If a Grantee is declared bankrupt or becomes insolvent or makes any arrangements or composition with his/her/its creditors generally, he/she/it shall cease to be an Eligible Participant under the 2025 Share Incentive Scheme and any Awards not yet vested and any outstanding Share Options not yet exercised shall immediately be forfeited and shall lapse. A resolution of the Directors to the effect that a Grantee or an Eligible Participant has or has not ceased to be an Eligible Participant for purposes of this paragraph shall be conclusive.

12.4 Other reasons

If a Grantee ceases to be an Eligible Participant before exercising the Share Option in full for reasons other than those set out in the preceding provisions of this paragraph 12:

- (a) the Share Option (to the extent vested but not already exercised) shall lapse on the date of cessation or termination as an Eligible Participant and not be exercisable unless the Directors at their sole discretion may determine otherwise in which event the Grantee may exercise the Share Option (to the extent vested but not already exercised) in whole or in part in accordance with the 2025 Share Incentive Scheme within a period as the Board may determine. The date of cessation or termination as aforesaid shall be the last day on which the Grantee is actually at work with the Company or the relevant Subsidiary whether salary is paid in lieu of notice or not, or the date of termination of engagement or relevant service contract with the Company; and
- (b) any outstanding Awards not yet vested shall immediately be forfeited and shall lapse.

13. VOTING AND DIVIDEND RIGHTS, RANKING OF SHARES

13.1 Awards do not carry any right to vote at general meetings of the Company, nor any right to dividends, transfer or other rights. No Grantee shall enjoy any of the rights of a Shareholder by virtue of the grant of an Award unless and until the Award Shares are issued or transferred to the Grantee pursuant to the vesting and/or exercise of such Awards. The Trustee shall not exercise the voting rights in respect of any Shares held by it under the Trust (if any) (including but not limited to the Award Shares, any bonus Shares and scrip Shares derived therefrom). 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.

13.2 The Award Shares to be allotted and issued or transferred as pursuant to the rules of the 2025 Share Incentive Scheme shall be identical to all existing issued Shares and shall be allotted and issued subject to all the provisions of the Articles for the time being in force and will rank *pari passu* with the other fully paid Shares in issue on the date the name of the Grantee is registered on the register of members of the Company.

14. CANCELLATION OF AWARDS

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

14.2 Issuance of new Awards to the same Grantee whose Awards have been cancelled pursuant to paragraph 14.1 may only be made if there are unissued Awards available under the Scheme Mandate Limit (excluding the Awards of the relevant Grantee cancelled pursuant to paragraph 14.1) and in compliance with the terms of the 2025 Share Incentive Scheme. The Award Shares so cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

15. TRANSFERABILITY

15.1 Awards shall be personal to the Grantee to whom they are made and shall not be assignable or transferable, and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to the Award Shares (including the Related Income, if necessary) referable to him pursuant to such Award, except in circumstances where the written consent of the Board has been obtained and a waiver has been granted by the Stock Exchange for such transfer in compliance with the requirements of the Listing Rules and provided that any such transferee agrees to be bound by the 2025 Share Incentive Scheme as if the transferee were the Grantee. The Stock Exchange may consider

granting a waiver to allow a transfer to a vehicle (such as a trust or a private company) for the benefit of the Eligible Participant and any family members of such Eligible Participant (e.g. for estate planning or tax planning purposes) that would continue to meet the purpose of the Scheme and comply with other requirements of the Listing Rules. Where such waiver is granted, the Stock Exchange shall require the Company to disclose the beneficiaries of the trust or the ultimate beneficial owners of the transferee vehicle.

15.2 Any breach of the above paragraph 15.1 shall entitle the Company to cancel the applicable Awards. For this purpose, a determination by the Board to the effect that a breach of the above paragraph 15.1 has occurred shall be final and conclusive.

16. LAPSE OF AWARDS

16.1 Without prejudice to the authority of the Directors to provide additional situations when an Award shall lapse in the terms of any Award Letter, an Award shall lapse automatically (to the extent not already vested and, where relevant, exercised) on the earliest of:

- (a) the expiry of any applicable Exercise Period;
- (b) the date on which the Board makes a determination under paragraph 9 of this Appendix;
- (c) the expiry of any of the periods for exercising a Share Option as referred to in paragraph 12 of this Appendix or in the other circumstances set out in that paragraph; and
- (d) the date on which the Grantee commits a breach of paragraph 15 of this Appendix.

16.2 The Directors shall have the power to decide whether an Award shall lapse and their decision shall be binding and conclusive on all parties. The Company, the Directors and the Trustee shall not owe any liability to any Grantee for the lapse of any Award under this paragraph 16 of this Appendix.

17. ALTERATIONS IN SHARE CAPITAL

17.1 In the event of any alteration in the capital structure of the Company by way of capitalization of profits or reserves, rights issue, open offer, subdivision or consolidation of Shares or reduction of the share capital of the Company (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party) after the Adoption Date, the Directors shall make such corresponding adjustments, if any, as the Directors in its discretion may deem appropriate to reflect such change with respect to:

- (a) the number of Shares constituting the Scheme Mandate Limit, provided that in the event of any Share subdivision or consolidation the Scheme Mandate Limit as a percentage of the total issued Shares of the Company at the date immediately before any consolidation or subdivision shall be the same on the date immediately after such consolidation or subdivision;
- (b) the number of Shares in each Award to the extent any Award has not been exercised; and
- (c) the Exercise Price of any Share Option or Purchase Price of any Share Award,

or any combination thereof, as the Auditors or an independent financial advisor engaged by the Company for such purpose have certified satisfy the relevant requirements of the Listing Rules and are, in their opinion, fair and reasonable either generally or as regards any particular Grantee, provided always that (i) any such adjustments should give each Grantee the same proportion of the equity capital of the Company, rounded to the nearest whole Share, as that to which that Grantee was previously entitled prior to such adjustments, and (ii) no such adjustments shall be made which would result in a Share being issued at less than its nominal value. For the avoidance of doubt, the issue of securities as consideration in a transaction may not be regarded as a circumstance requiring adjustment. In respect of any such adjustments, other than any made on a capitalisation issue, the independent financial adviser appointed by the Company or the Auditors must confirm to the Directors in writing that the adjustments satisfy the requirements set out in this clause and the requirements as set out under the Listing Rules from time to time. The costs of the Auditors or the independent financial adviser appointed by the Company relating to the 2025 Share Incentive Scheme shall be borne by the Company. The capacity of the Auditors or financial advisor (as the case may be) in this paragraph is that of experts and not of arbitrators and their confirmation in writing shall, in the absence of manifest error, be final and binding on the Company and the Grantees.

Any adjustments made by the Board will be made in accordance with the requirements under Appendix 1 to Frequently Asked Questions FAQ13 – No.1–20 published by the Stock Exchange and consistent with such adjustment formulae that may then be prescribed or recommended by the Stock Exchange.

18. CHANGE OF CONTROL

18.1 Notwithstanding any other provision provided in the Scheme, if there occurs an event of change in control of the Company, whether by way of offer, merger, scheme of arrangement or otherwise prior to the Vesting Date, the Board shall determine at its discretion whether such Award Shares (including any Related Income) shall be vested in the Grantee and the time at which such Award Shares (including any Related Income) shall be vested. Subject to the receipt by the Trustee of duly executed prescribed transfer documents within seven (7) Business Days from the deemed Vesting Date, the Trustee shall transfer the Award Shares (including any Related Income) to the Grantee in accordance with the Scheme. For the purpose of this paragraph 18.1, “control” shall have the meaning as specified in the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs from time to time.

18.2 In the event the Company undertakes a subdivision or consolidation of the Shares, such Grantee shall be entitled to those Award Shares (including any Related Income) as so subdivided or consolidated and the Board shall as soon as reasonably practicable after such subdivision or consolidation has been effected, notify each such Grantee of the number of Award Shares (including any Related Income) that he/she has become entitled to on vesting after such subdivision or consolidation (as the case may be).

18.3 In the event the Company undertakes an open offer of new securities in respect of any Shares which are held by the Trustee under the Scheme, the Trustee shall not subscribe for any new Shares. In the event of a rights issue, the Trustee shall sell such amount of the nil-paid rights allotted to it on the market as is appropriate and, the net proceeds of sale of such rights shall be held as part of the Trust Fund.

18.4 In the event the Company issues bonus warrants in respect of any Shares which are held by the Trustee, the Trustee shall not subscribe for any new Shares by exercising any of the subscription rights attached to the bonus warrants and shall sell the bonus warrants created and granted to it on the market, the net proceeds of sale of such bonus warrants shall be held as part of the Trust Fund.

18.5 In the event the Company undertakes an issue of bonus Shares, the bonus Shares allotted with respect to any Shares which are held by the Trustee shall be held as part of the Trust Fund.

18.6 In the event the Company undertakes a scrip dividend scheme, the Trustee shall elect to receive scrip Shares and, scrip Shares allotted with respect to any Shares which are held by the Trustee shall be held as part of the Trust Fund.

18.7 In the event of other non-cash and non-scrip distribution made by the Company in respect of Shares held upon the Trust, the Trustee shall dispose of such distribution and, the net sale proceeds thereof shall be deemed as cash income of a Share held as part of the Trust Fund.

18.8 If notice is duly given by the Company to its shareholders to convene a shareholders' meeting for the purpose of considering a resolution for the voluntary winding-up of the Company (other than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company) or an order of winding up of the Company is made, the Board shall determine at its discretion whether such Award Shares shall vest in the Grantee and the time at which such Award Shares shall vest. If the Board determines that any Awarded Shares shall vest, it shall promptly notify the Grantee and shall use its reasonable endeavours to procure the Trustee to take such action as may be necessary to transfer the legal and beneficial ownership of the Awarded Shares which are to become vested in such Grantee to such Grantee.

19. AMENDMENT OF SCHEME OR AWARDS

19.1 Subject to the provisions of this paragraph 19, the Board may amend any of the provisions of the 2025 Share Incentive Scheme or any Awards granted under the 2025 Share Incentive Scheme at any time and in any respect, provided that the terms of the 2025 Share Incentive Scheme or Awards so altered must comply with the relevant requirements of Chapter 17 of the Listing Rules.

19.2 No amendment or alteration shall be made to any provisions of the 2025 Share Incentive Scheme or any Awards granted under the 2025 Share Incentive Scheme to the extent that such amendment or alteration has a material adverse effect on any subsisting rights of any Grantee at that date in respect of Awards already granted to that Grantee and to the extent that such Awards have not vested or lapsed or been forfeited, without such Grantee's consent, provided that no such consent shall be required if the Directors determines in their sole discretion that such amendment or alteration either:

- (a) is necessary or advisable in order for the Company, the 2025 Share Incentive Scheme or the Award to satisfy any applicable law or Listing Rules or to meet the requirements of, or avoid adverse consequences under, any accounting standard; or
- (b) is not reasonably likely to diminish materially the benefits provided under such Award, or that any such diminishment has been adequately compensated.

19.3 The approval of the Shareholders in general meeting is required for any amendment or alteration to the terms of the 2025 Share Incentive Scheme which are of a material nature or to those provisions of the 2025 Share Incentive Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules to the extent that such alteration or amendment operates to the advantage of Eligible Participants. Amendments or alterations to the terms and conditions of the Scheme which are of a material nature, include but not limited to: (i) the purposes of the Scheme; (ii) the persons to or for whom Awards may be granted under the Scheme and the basis for determining their eligibility; (iii) the limits on the number of Shares which may be issued or transferred under the Scheme; (iv) the individual limits for Eligible Participants under the Scheme; or (v) any other alteration that the Listing Rules require to be approved by Shareholders in general meeting.

19.4 Any amendment or alteration to the terms of any Award granted of which was subject to the approval of a particular body (such as the Board or any committee thereof, the independent non-executive Directors, or the Shareholders in general meeting) in the initial grant shall be subject to approval by that same body, provided that this requirement does not apply where the relevant alteration takes effect automatically under existing terms of the 2025 Share Incentive Scheme. Without limiting the generality of the foregoing, any change in the terms of Awards granted to any Grantee 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 general meeting in the manner required in the Listing Rules if the initial grant of the Awards requires such approval (except where the changes take effect automatically under the rules of the 2025 Share Incentive Scheme).

19.5 Any change to the authority of the Board, including under this paragraph 19, to alter the terms of the 2025 Share Incentive Scheme shall be subject to the approval of the Shareholders in general meeting.

20. TERMINATION

20.1 The Scheme shall be valid and effective for the Scheme Period.

20.2 Subject to paragraph 20.3, the Scheme shall terminate on the earlier of:

- (a) the expiry of the Scheme Period;
- (b) by an ordinary resolution in general meeting; or
- (c) such date of early termination as determined by the Board,

following which no further Awards will be offered or granted under the 2025 Share Incentive Scheme, provided that notwithstanding such termination, the Scheme shall continue to be valid and effective to the extent necessary to give effect to the vesting and exercise of any Awards granted prior to the termination of the Scheme and such termination shall not affect any subsisting rights already granted to any Grantee hereunder.

20.3 Awards complying with the provisions of Chapter 17 of the Listing Rules which are granted during the Scheme Period and remaining unvested, unexercised and unexpired immediately prior to the termination of the operation of the Scheme in accordance with paragraph 20 shall continue to be valid and exercisable in accordance with their terms of grant after the termination of the Scheme.

20.4 Upon termination of the Scheme,

- (a) no further grant of Award and Award Shares may be made under the Scheme;
- (b) all the Award Shares (including any Related Income) of the Grantee granted under the Scheme shall continue to be held by the Trustee and become vested in the Grantee according to the conditions of the Award, subject to the receipt by the Trustee of the transfer documents prescribed by the Trustee and duly executed by the Grantee;
- (c) upon the expiration of the Trust Period, all Shares (except for any (i) Award Shares, including any Related Income, subject to vesting on the Grantee and (ii) the number of treasury shares as the Board may direct) remaining in the Trust Fund shall be sold by the Trustee within twenty-eight (28) Business Days (on which the trading of the Shares has not been suspended) (or such longer period as the Trustee and the Board may otherwise determine);
- (d) upon the expiration of the Trust Period all net proceeds of sale referred to in paragraph 20.4(c) and such other funds and properties (including treasury shares) remaining in the Trust Fund managed by the Trustee (after making appropriate deductions in respect of all disposal costs, liabilities and expenses) shall be remitted to the Company forthwith. For the avoidance of doubt, the Trustee may not transfer any Shares (except for any treasury shares) to the Company nor may the Company otherwise hold any Shares (except for any treasury shares) whatsoever (other than its interest in the proceeds of sale of such Shares pursuant to paragraph 20.4(c)).



PROSPERITY GROUP INTERNATIONAL LIMITED

恒昌集團國際有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock code: 1421)

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the annual general meeting of Prosperity Group International Limited (the “**Company**”) will be held at Unit 903A, 9th Floor, Mirror Tower, No. 61 Mody Road, Tsim Sha Tsui East, Hong Kong on Friday, 21 November 2025 at 10:00 a.m. to consider and, if thought fit, to pass with or without amendments, the following resolutions:

ORDINARY RESOLUTIONS

1. To receive, consider and approve the audited financial statements and report of the directors (the “**Directors**”) and the independent auditors’ report of the Company for the year ended 30 June 2025.
2. (a) To re-elect the following retiring Directors:
 - (i) Mr. Liu Yancheng as an executive Director;
 - (ii) Mr. Yao Runxiong as an executive Director; and
 - (iii) Ms. Chan Sheung Yu as an independent non-executive Director.
- (b) To authorise the board (the “**Board**”) of Directors to fix the remuneration of the respective Directors.
3. To re-appoint Moore CPA Limited as auditor of the Company and to authorise the Board to fix its remuneration.

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4. To consider and, if thought fit, pass with or without amendments the following resolutions as ordinary resolutions:

“THAT:

- (a) subject to sub-paragraph (c) of this resolution, and pursuant to the Rules Governing the Listing of Securities (the “**Listing Rules**”) on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), the exercise by the Directors during the Relevant Period (as hereinafter defined in this resolution) of all the powers of the Company to allot, issue and deal in shares of HK\$0.2 each in the share capital of the Company (the “**Shares**”) and to make or grant offers, agreements and options (including but not limited to warrants, bonds and debentures convertible into Shares) which might require the exercise of such power be and is hereby generally and unconditionally approved;
- (b) the approval in sub-paragraph (a) of this resolution shall authorise the Directors during the Relevant Period to make or grant offers, agreements and options (including warrants, bonds and debentures convertible into Shares) which might require the Shares in the capital of the Company to be issued either during or after the end of the Relevant Period;
- (c) the aggregate number of Shares allotted or agreed conditionally or unconditionally to be allotted or issued (whether pursuant to an option or otherwise) by the Directors pursuant to the approval in sub-paragraph (a) of this resolution, otherwise than pursuant to (i) a Rights Issue (as hereinafter defined in this resolution); or (ii) the exercise of the subscription or conversion rights attaching to any warrants, preference shares, convertible bonds or other securities issued by the Company which are convertible into Shares; or (iii) the exercise of options granted by the Company under any option scheme or similar arrangement for the time being adopted for the grant to Directors, officers and/or employees of the Company and/or any of its subsidiaries and/or other eligible person (if any) of rights to acquire Shares; or (iv) any script dividend scheme or similar arrangement providing for the allotment and issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the articles of association of the Company (the “**Articles of Association**”); or (v) a specific authority granted by the shareholders of the Company (the “**Shareholders**”) in general meeting, shall not exceed 20% of the number of issued Shares (excluding treasury Shares if any) as at the date of passing of this resolution, and the said approval shall be limited accordingly; and

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- (d) for the purpose of this resolution:

“Relevant Period” means the period from the date of the passing of this resolution until whichever is the earliest of:

- (i) the conclusion of the next annual general meeting of the Company; or
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association and any applicable laws and regulations of the Cayman Islands to be held; or
- (iii) the passing of an ordinary resolution by the Shareholders in general meeting revoking, varying or renewing the authority given to the Directors by this resolution; and

“Rights Issue” means an offer of Shares or issue of options, warrants or other securities giving the right to subscribe for Shares, open for a period fixed by the Directors to the holders of Shares whose names appear on the register of members of the Company (and, where appropriate, to holders of other securities of the Company entitled to the offer) on a fixed record date in proportion to their then holdings of such Shares (or, where appropriate, such other securities) as at that date (subject in all cases to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of any recognized regulatory body or any stock exchange in, any territory applicable to the Company).”

5. **“THAT:**

- (a) subject to sub-paragraph (b) of this resolution, the exercise by the Directors during the Relevant Period (as hereinafter defined in this resolution) of all the powers of the Company to repurchase Shares on the Stock Exchange or on any other stock exchange on which the Shares may be listed and which is recognised by the Securities and Futures Commission of Hong Kong and the Stock Exchange for this purpose, subject to and in accordance with all applicable laws and/or the requirements of the Listing Rules or any other stock exchange as amended from time to time, be and is hereby generally and unconditionally approved;
- (b) the aggregate number of Shares which the Company is authorised to repurchase pursuant to the approval in sub-paragraph (a) of this resolution during the Relevant Period shall not exceed 10% of the number of issued Shares (excluding treasury Shares if any) as at the date of passing of this resolution; and

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(c) for the purpose of this resolution:

“Relevant Period” means the period from the date of the passing of this resolution until whichever is the earliest of:

- (i) the conclusion of the next annual general meeting of the Company; or
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association and any applicable laws and regulations of the Cayman Islands to be held; or
- (iii) the passing of an ordinary resolution by the Shareholders in general meeting revoking, varying or renewing the authority given to the Directors by this resolution.”

6. **“THAT** conditional upon the passing of ordinary resolutions no. 4 and no. 5 as set out in the notice convening this annual general meeting, the general mandate granted to the Directors to allot, issue and deal in any unissued Shares pursuant to ordinary resolution no. 4 be and is hereby extended by the addition to the aggregate number of Shares which may be allotted or agreed conditionally or unconditionally to be allotted by the Directors pursuant to such general mandate of the number of Shares repurchased by the Company under the authority granted pursuant to ordinary resolution no. 5, provided that such extended amount shall not exceed 10% of the number of Shares (excluding treasury Shares if any) as at the date of passing of this resolution.”

7. **“THAT:**

- (a) subject to and conditional upon the Listing Committee of the Stock Exchange granting approval for the listing of, and permission to deal in, the Shares which may fall to be issued and allotted pursuant to the exercise of any options or the awards which may be granted under the new share incentive scheme of the Company (the **“2025 Share Incentive Scheme”**), the rules of which have been produced to the Meeting and marked “A” and initialed by the chairman of the Meeting for identification purpose, the rules of the 2025 Share Incentive Scheme be and are hereby approved and adopted and the Directors be and are hereby authorised to grant options or awards to allot, issue and deal in the Shares as may be required to be allotted and issued upon the exercise of any option or award granted thereunder and to take all such steps and attend all such matters, approve and execute (whether under hand or under seal) such documents and do such other things, for and on behalf of the Company, as the Directors may consider necessary, desirable or expedient to effect and implement the 2025 Share Incentive Scheme;

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- (b) the total number of Shares to be allotted and issued pursuant to (a) above, together with any issue of Shares upon the exercise of any options and awards granted under any other share schemes of the Company as may from time to time be adopted by the Company, shall not exceed such number of Shares as equals to 10 per cent. of the Shares in issue as at the date of passing of this resolution; and
- (c) conditional upon the 2025 Share Incentive Scheme becoming effective, the existing share option scheme of the Company as adopted on 15 December 2023 (the “**Existing Share Option Scheme**”) be and is hereby terminated upon the 2025 Share Incentive Scheme coming into effect (without prejudice to the rights and benefits of and attached to any outstanding options which have been granted under the Existing Share Option Scheme prior to the date of the passing of this resolution).”

By Order of the Board
Prosperity Group International Limited
Liu Yancheng
Chairman

Hong Kong, 30 October 2025

Registered office:

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

Principal place of business in Hong Kong:

Unit 903A, 9th Floor
Mirror Tower
No. 61 Mody Road
Tsim Sha Tsui East
Hong Kong

Notes:

1. All resolutions at the meeting 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. A member of the Company entitled to attend and vote at the meeting convened by the above notice is entitled to appoint one or more proxies to attend and vote instead of him/her/it. A member who is the holder of two or more shares may appoint more than one proxy to represent him/her/it and vote on his/her/its behalf. A proxy need not be a member of the Company. If more than one proxy is so appointed, the appointment shall specify the number of shares in respect of which each such proxy is so appointed.
3. In order to be valid, the instrument appointing a proxy, together with the power of attorney or other authority (if any) under which it is signed, or a certified copy of that power of attorney or authority, must be deposited at the Company’s branch share registrar in Hong Kong, Union Registrars Limited at Suites 3301-04, 33/F, Two Chinachem Exchange Square, 338 King’s Road, North Point, Hong Kong not later than 10:00 a.m. on Wednesday, 19 November 2025 (Hong Kong time). Delivery of the form of proxy shall not preclude a member of the Company from attending and voting in person at the meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

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4. For determining the entitlement to attend and vote at the above meeting, the Register of Members of the Company will be closed from Tuesday, 18 November 2025 to Friday, 21 November 2025, both dates inclusive, during which period no transfer of shares will be registered. The record date will be Friday, 21 November 2025 and in order to qualify for the right to attend and vote at the meeting or any adjournment thereof, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Union Registrars Limited, at Suites 3301-04, 33/F, Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong for registration not later than 4:00 p.m. on Monday, 17 November 2025.
5. The translation into Chinese language of this notice is for reference only. In case of any inconsistency, the English version shall prevail.
6. If Typhoon Signal No. 8 or above, or a "black" rainstorm warning signal or "extreme conditions after super typhoons" announced by the Hong Kong Government is/are in effect any time after 7:00 a.m. on the date of the annual general meeting, the meeting will be postponed. The Company will publish an announcement on the website of the Company at <https://prosperityhc.com> and on the HKEXnews website of the Stock Exchange at <http://www.hkexnews.hk> to notify Shareholders of the date, time and venue of the rescheduled meeting.
7. As at the date of this notice, the Board comprises Mr. LIU Yancheng (Chairman), Mr. WU Yifeng and Mr. YAO Runxiong as executive Directors and Dr. LUO Xiaodong, Mr. CHEN Yeung Tak, Mr. WANG Haoyuan and Ms. CHAN Sheung Yu as independent non-executive Directors.