THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your securities in Bairong Inc., you should at once hand this circular and the accompanying form of proxy to the purchaser or the transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee.

百融云创

Bairong Inc.
百融雲創

(A company controlled through weighted voting rights and incorporated in the Cayman Islands with limited liability)
(Stock Code: 6608)

PROPOSED PLACING OF NON-LISTED WARRANTS UNDER SPECIFIC MANDATE AND NOTICE OF EXTRAORDINARY GENERAL MEETING

Financial Adviser

Lego Corporate Finance Limited
力高企業融資有限公司

Placing Agent

Lego Securities Limited
力高證券有限公司

Capitalised terms used on this cover shall have the same meanings as those defined in this circular, unless the context requires otherwise.

A notice convening the EGM to be held at Room 1819, 18th Floor, China Building, 29 Queen's Road Central, Central, Hong Kong on Thursday, 16 July 2026 at 10:00 a.m. is set out on pages EGM-1 to EGM-3 of this circular. A form of proxy for use at the EGM is also enclosed. Such form of proxy is also published on the websites of the Stock Exchange (www.hkexnews.hk) and the Company (www.brgroup.com). Whether or not you are able to attend the EGM, you are requested to complete the form of proxy in accordance with the instructions printed thereon and return it to the Hong Kong share registrar of the Company, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the holding of the meeting or any adjournment thereof. Completion and return of the form of proxy will not preclude shareholders from attending and voting in person at the meeting if they so wish.

Hong Kong, 26 June 2026

CONTENTS

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

"Announcements"	the announcements of the Company dated 20 April 2026 and 17 June 2026, respectively, in relation to the proposed issuance of the Warrants under the Specific Mandate
"associate"	has the meaning ascribed to it under the Listing Rules
"Board"	the board of Directors
"Business Day(s)"	a day on which licenced banks are open for ordinary banking business in Hong Kong (other than a Saturday, Sunday or a public holiday or a day on which a tropical cyclone warning No. 8 or above or a "black rainstorm warning signal" is hoisted or remains hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.
"Class A Share(s)"	class A ordinary share(s) in the share capital of the Company with a par value of US$0.00002 each, conferring weighted voting rights in the Company such that a holder of a Class A Share is entitled to ten votes per share on any resolution tabled at the Company's general meetings, save for resolutions with respect to any Reserved Matters, in which case they shall be entitled to one vote per share
"Class B Share(s)"	class B ordinary share(s) in the share capital of the Company with a par value of US$0.00002 each, conferring a holder of a Class B Share one vote per share on any resolution tabled at the Company's general meetings
"Company"	Bairong Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands and whose Class B Shares are listed on the Stock Exchange
"Completion Date"	the fifth (5th) Business Day after the day on which the conditions precedent of the Warrant Placing Agreement have been fulfilled (or such other date as may be agreed between the Company and the Placing Agent) on which the Completion shall take place pursuant to the Warrant Placing Agreement

"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Dealing Day"	means a day on which the daily volume weighted average price of one Class B Share for that date is quoted on Bloomberg
"Director(s)"	the director(s) of the Company
"EGM"	the extraordinary general meeting to be convened by the Company at 10:00 a.m. on Thursday, 16 July 2026 at Room 1819, 18th Floor, China Building, 29 Queen's Road Central, Central, Hong Kong for the Shareholders to consider, and if thought fit, to approve the Warrant Placing Agreement and the transactions contemplated thereunder including the issue of the Warrants and the grant of the Specific Mandate
"Exercise Date"	means in relation to any Warrant, any Dealing Day falling during the Exercise Period on which any of the Subscription Rights represented by such Warrant are duly exercised
"Exercise Period"	the period of two (2) years commencing from the date of issue of the Warrant
"Exercise Price"	the sum payable in respect of each Share to which the registered holder of each Warrant shall be entitled to subscribe upon exercise of the Subscription Rights represented thereby, being HK$8.0 per Share (at the date thereof) subject to adjustments in accordance with the terms of the Warrant Placing Agreement
"Group"	the Company and its subsidiaries and consolidated affiliated entities from time to time
"HK$"	Hong Kong dollar(s), the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Independent Third Party(ies)"	third party(ies) independent of and not connected with the Company, its connected persons, and their respective associates

"Last Trading Day"	17 June 2026, being the last trading day of the Shares before the release of the announcement of the Company in relation to the Supplemental Agreement
"Latest Practicable Date"	26 June 2026, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information contained in this circular
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Placing Agent"	Lego Securities Limited, the placing agent and a licensed corporation licensed to carry on Type 1 (dealing in securities) regulated activities under the SFO
"Placing Price"	HK$0.29 per Warrant, being the issue price for each Warrant, payable in full on application under the Warrant Placing Agreement
"Placing"	the placing, on a best effort basis, of up to 37,393,500 Warrants pursuant to the terms of the Warrant Placing Agreement
"Reserved Matters"	those matters resolutions with respect to which each Share is entitled to one vote at general meetings of the Company pursuant to the Memorandum and Articles of Association, being: (i) any amendment to the Memorandum and Articles of Association, including the variation of the rights attached to any class of shares; (ii) the appointment, election or removal of any independent non-executive Director; (iii) the appointment or removal of the Company's auditors; and (iv) the voluntary liquidation or winding-up of the Company
"SFO"	the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong)
"Share(s)"	the Class A Shares and Class B Shares in the share capital of the Company
"Shareholder(s)"	the shareholder(s) of the Company

"Specific Mandate"	the specific mandate to be granted to the Directors by the Shareholders at a general meeting for allotment and issue of the Warrant Shares
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Subscription Rights"	the rights of the holders of the Warrants represented by the Warrants
"Supplemental Agreement"	the supplemental agreement to the Warrant Placing Agreement dated 17 June 2026 and entered into between the Company and the Placing Agent
"treasury shares"	has the meaning ascribed to it in the Listing Rules
"United States" or "US"	the United States of America
"US$"	United States Dollars, the lawful currency from time to time of the United States
"Warrant Placing Agreement"	the conditional placing agreement dated 20 April 2026 and entered into between the Company and the Placing Agent in relation to the Placing, which was amended and supplemented by the Supplemental Agreement
"Warrant Shares"	new Class B Shares which may fall to be allotted and issued under the Specific Mandate upon the exercise of the Subscription Rights attaching to the Warrants
"Warrant(s)"	up to 37,393,500 non-listed transferable Warrants issued at the Placing Price, each carrying the right to subscribe for one (1) Warrant Share at the Exercise Price (subject to adjustments) at any time during the Exercise Period
"Warrantholder(s)"	the holder(s) of the Warrant(s)
"%"	per cent.

Bairong Inc.
百融雲創

(A company controlled through weighted voting rights and incorporated in the Cayman Islands with limited liability)

(Stock Code: 6608)

Executive Directors:
Mr. Zhang Shaofeng (*Chairman and CEO*)
Ms. Wang Qing
Mr. Chan Chun Kit

Non-executive Director:
Professor Liao Jianwen

Independent Non-Executive Directors:
Professor Chen Zhiwu
Mr. Zhou Hao
Dr. Li Yao

Registered Office:
PO Box 309, Ugland House Grand
Cayman KY1-1104
Cayman Islands

Headquarters:
1-3/F, Tower A, No. 10 Furong Street
Chaoyang District, Beijing, China

Principal Place of Business in Hong Kong:
31/F, Tower Two, Times Square
1 Matheson Street, Causeway Bay
Hong Kong

26 June 2026

To the Shareholders,

Dear Sir or Madam,

PROPOSED PLACING OF NON-LISTED WARRANTS UNDER SPECIFIC MANDATE AND NOTICE OF EXTRAORDINARY GENERAL MEETING

INTRODUCTION

References are made to the Announcements, in relation to, among others, the proposed Placing under the Specific Mandate. The purpose of this circular is to provide you with, among other things, further information relating to (i) the Placing and the transactions contemplated thereunder; and (ii) the notice of the EGM.

THE WARRANT PLACING AGREEMENT

On 20 April 2026 (after trading hours), the Company entered into the Warrant Placing Agreement with the Placing Agent in connection with the Placing, pursuant to which the Placing Agent has conditionally agreed to place, on a best effort basis, up to 37,393,500 non-listed transferable Warrants conferring rights to subscribe Class B Shares, exercisable in whole or in part at any time during the Exercise Period at the original exercise price of HK$8.70 per Warrant Share (subject to adjustments) to the Placee(s) who and whose ultimate beneficial owner(s) (if applicable) shall be Independent Third Parties. Each Warrant carries the right to subscribe for one (1) new Class B Share.

The closing price per Share had declined from HK$7.13 on the date of the Warrant Placing Agreement to HK$5.33 on date of the Supplemental Agreement, representing a decrease of approximately 25.25%, causing the fair value of the Warrants to drop. Simultaneously, the premium of the original exercise price of HK$8.70 per Warrant Share over the closing price per Share quoted on the Stock Exchange had increased from approximately 22.02% to 63.23% during the same period, reflecting a materially higher hurdle for the Warrantholders to realise economic value. In light of the significant movement in the underlying share price, the widening exercise-price premium, on 17 June 2026 (after trading hours), the Company and the Placing Agent entered into the Supplemental Agreement, pursuant to which the Company and the Placing Agent agreed to amend the original placing price, original exercise price and Long Stop Date (as defined below).

Set out below is a summary of the principal terms of the Warrant Placing Agreement:

Date	:	20 April 2026 (as amended by the Supplemental Agreement dated 17 June 2026)

Parties

Issuer	:	The Company
Placing Agent	:	Lego Securities Limited

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiry, the Placing Agent and its ultimate beneficial owner(s) are Independent Third Parties.

Placing commission

The Placing Agent will charge the Company a placing commission of HK$200,000. The Placing commission was negotiated on arm's length basis between the Company and the Placing Agent with reference to the prevailing market rate. The Directors consider that the terms of the Placing, including the Placing commission, are fair and reasonable based on the current market conditions and Placing is in the interests of the Company and the Shareholders as a whole.

Placees

The Warrants shall be offered to not less than six (6) Placees. Each Placee and its ultimate beneficial owner(s) shall be independent investors not connected with or acting in concert with the directors, chief executive or substantial shareholders (as defined in the Listing Rules) of the Company or any of its subsidiaries and consolidated affiliated entities and who will not be connected persons of the Company or any of their respective associates.

Number of Warrants

Up to 37,393,500 Warrants, each Warrant carries the right to subscribe for one (1) new Class B Share.

Exercise Period

The Subscription Rights attaching to the Warrants may be exercised at any time during the period of 2 years commencing from the date of issue of the Warrants. Immediately after the expiry of the Exercise Period, any Subscription Right which has not been exercised will lapse and the Warrants will cease to be valid for any purpose.

Pursuant to Rule 15.02(2) of the Listing Rules, all warrants must expire not less than one and not more than five years from the date of issue or grant and must not be convertible into further rights to subscribe for securities which expire less than one year or more than five years after the date of issue or grant of the original warrants. The Warrants comply with Rule 15.02(2) of the Listing Rules as the Subscription Rights may be exercised during the two-year period commencing from the date of issue of the Warrants, which falls within the required period of not less than one year and not more than five years from the date of issue, and the Warrants are not convertible into further rights to subscribe for securities which expire less than one year or more than five years after the date of issue.

Placing Price

The Placing Price is HK$0.29 for each Warrant.

The Placing Price was determined after arm's length negotiations between the Company and the Placing Agent and based on the valuation conducted by the Independent Valuer (as defined below).

The Company has engaged BonVision International Appraisals Limited, a valuation firm which is an Independent Third Party (the "**Independent Valuer**"), to assess the per share fair value of the Warrants by making reference to the binomial option pricing model (the "**Binomial Model**"). Based on the Binomial Model, the unit Warrant value as valued by the Independent Valuer was HK$0.2934 as at 11 June 2026 (the "**Valuation Date**"). The key assumptions and limitations, and parameters applied by the Independent Valuer in the Binomial Model for the assessment of the fair value of the Warrants are set out as follows:

Assumptions and limitations

1. The Binomial Model uses risk-neutral valuation to price derivatives. It assumes the expected return on the underlying asset equals the risk-free rate, creating a baseline where no risk premiums are needed;

2. The Binomial Model works with the assumption of no arbitrage. i.e., there is no buying while selling at a higher price;

3. The Binomial Model generally assumes constant volatility and interest rates over the life of the instrument, which may not reflect actual market conditions;

4. The Binomial Model does not explicitly consider market frictions, such as transaction costs, liquidity constraints, or bid-ask spreads;

5. The conclusion of the fair value was derived from generally accepted valuation procedures and practices that rely substantially on the use of various assumptions and the consideration of many uncertainties, not all of which can be easily quantified or ascertained. The valuation reflects facts and conditions existing at the Valuation Date;

6. To the best of the knowledge of the Independent Valuer, all data set forth in the valuation report is assumed to be reasonable and accurately determined;

7. The Independent Valuer has relied on information provided by the management of the Company to a considerable extent in arriving at their opinion of value; and

8. The Independent Valuer has not investigated the title to or any legal liabilities of the Warrants and has assumed no responsibility for the title to the Warrants valued.

Parameters

In calculating the fair value of the Warrants as at Valuation Date, the following inputs for those parameters of the Binomial Model were selected:

1. The public quoted price of the underlying security as at the Valuation Date being HK$5.45 per Share;

2. The Warrant Exercise Price of HK$8.0 per Warrant Share as specified in the Warrant Placing Agreement;

3. The risk-free rate of 2.825% determined with reference to the Hong Kong Government Bond Yield as at Valuation Date with tenor matching the contractual life of the Warrants;

4. The contractual life to maturity of the Warrants of 2 years as specified in the Warrant Placing Agreement;

5. The expected volatility of 29.369% determined with reference to the historical price volatility as at Valuation Date of the Company's shares over a period commensurate with the contractual life of the Warrants;

6. The expected dividend yield of 0% determined with reference to the historical dividend payout of the Company; and

7. The number of Warrants granted of 37,393,500 as specified in the Warrant Placing Agreement.

The Binomial Model used to derive the fair value of the Warrants is inherently subject to theoretical limitations. In particular, the model assumes a static environment and cannot fully account for the dynamic impact of external factors that may arise between the announcement of the Placing and the expected completion, including the timing and outcome of the required Shareholders' approval. During this period, market conditions and the underlying share price can change significantly, and the Binomial Model is unable to capture such uncertainties in real time.

The Placing Price of HK$0.29 is closely approximated to the unit Warrant value of HK$0.2934 as valued by the Independent Valuer as at 11 June 2026 as disclosed above. The Company is of the view that the Placing Price reflects the current economic reality and transaction-specific circumstances, and is fair and reasonable and in the interests of the Shareholders and the Company as a whole.

Exercise Price

The Exercise Price of HK$8.0 per Warrant Share, subject to following adjustment:

(1) If and whenever there shall be an alteration to the nominal amount of each of the Shares by reason of any consolidation or subdivision, the Exercise Price in force immediately prior thereto shall be adjusted by multiplying it by the following fraction:–

$$\frac{A}{B}$$

where:

A = the nominal amount of one Share immediately after such alteration; and

B = the nominal amount of one Share immediately before such alteration.

Each such adjustment shall be effective from the close of business on the Business Day immediately preceding the date on which the relevant consolidation or subdivision (as the case may be) becomes effective, provided that, where the Exercise Date in respect of a particular exercise of any of the Subscription Rights attaching to a Warrant shall fall on or before the said Business Day but the Company shall not by the close of business on the said Business Day have delivered the relative Shares in accordance with its obligations hereunder, such adjustment shall, for the purpose of determining the number of Shares to be delivered to the Warrantholder exercising the said Subscription Rights, be deemed to have become effective before such Exercise Date.

(2) If and whenever the Company shall issue (other than in lieu of a cash dividend) any Class B Shares credited as fully paid by way of capitalisation of profits or reserves (including any share premium account or contributed surplus account), the Exercise Price in force immediately prior to such issue shall be adjusted by multiplying it by the following fraction:–

$$\frac{C}{C + D}$$

where:

C = the aggregate nominal amount of the Class B Shares in issue immediately before such issue; and

D = the aggregate nominal amount of the ordinary capital issued in connection with and as a result of such capitalisation, Provided that if the relevant issue of Class B Shares is made as part of an arrangement involving a reduction of capital, the Exercise Price shall be adjusted in such manner as an approved merchant bank shall certify to be appropriate, having regard to the relative interests of the persons affected thereby taken as a whole and such other matters as the approved merchant bank shall consider relevant. Each such adjustment shall be effective (if appropriate retroactively) from the commencement of the day next following the record date for such issue.

(3) If and whenever the Company shall make (whether on a reduction of capital or otherwise) any capital distribution to holders of Class B Shares (in their capacity as such) or shall grant to such holders rights to acquire for cash assets of the Company or any of its Subsidiaries, the Exercise Price in force immediately prior to such capital distribution or grant shall be adjusted by multiplying it by the following fraction:–

$$\frac{E - F}{E}$$

where:

E = the closing price per Share on the Dealing Day immediately preceding the date on which the capital distribution or, as the case may be, the grant is announced (whether or not the capital distribution or grant is subject to the approval of the holders of Shares or other persons) or (failing any such announcement) immediately preceding the date on which the Class B Share is traded ex such capital distribution or, as the case may be, the grant; and

F = the amount calculated by dividing the fair market value of such capital distribution or of such rights on the day of such announcement or (as the case may require) the day immediately preceding the date on which the Class B Share is traded ex such capital distribution or, as the case may be, the grant, as determined in good faith by an approved merchant bank, by the number of Class B Shares participating in such capital distribution or, as the case may be, in the grant of such rights,

Provided that:

(a) if in the opinion of the relevant approved merchant bank, the use of the fair market value as aforesaid produces a result which, having regard to the relative interests of the persons affected thereby, is significantly inequitable, it may instead determine (and in such event the above formula shall be construed as if F meant the portion of the said closing price which should, in its opinion, properly be attributed to the value of the capital distribution or rights); and

(b) the provisions of this paragraph (3) shall not apply in relation to the issue of Class B Shares paid out of profits or reserves and issued in lieu of a cash dividend.

Each such adjustment shall be effective (if appropriate retroactively) from the commencement of the day next following the record date for the capital distribution or grant.

(4) If and whenever the Company shall offer to all holders of Class B Shares new Class B Shares for subscription by way of rights, or shall grant to all holders of Class B Shares any options or warrants to subscribe for new Class B Shares, at a price per new Class B Share which is less than 70 per cent. of the market price at the date of the announcement of the terms of the offer or grant (whether or not such offer or grant is subject to the approval of the holders of Shares or other persons), the Exercise Price shall be adjusted by multiplying the Exercise Price in force immediately before the date of the announcement of such offer or grant by the following fraction:–

$$\frac{G + H}{G + I}$$

where:

G = the number of Class B Shares in issue immediately before the date of such announcement;

H = the number of Class B Shares which the aggregate of the two following amounts would purchase at such market price:

(a) the total amount (if any) payable for the rights, options or warrants being offered or granted; and

(b) the total amount payable for all of the new Class B Shares being offered for subscription or comprised in the options or warrants being granted; and

I = the aggregate number of Class B Shares being offered for subscription or comprised in the options or warrants being granted.

Such adjustment shall become effective (if appropriate retroactively) from the commencement of the day next following the record date for the relevant offer or grant. For the avoidance of doubt, no adjustment shall take effect in accordance with this paragraph (4) should such offer or grant fail to become effective or unconditional.

(5) (a) If and whenever the Company or any of its subsidiaries shall issue wholly for cash or for reduction of liabilities or acquisition of assets any securities which by their terms are convertible into or exchangeable for or carry rights of subscription for new Class B Shares, and the total Effective Consideration (as defined below) per new Class B Share initially receivable for such securities is less than 70 per cent. of the current market price at the date of the announcement of the terms of issue of such securities (whether or not such issue is subject to the approval of the holders of Shares or other persons), the Exercise Price shall be adjusted by multiplying the Exercise Price in force immediately prior to such issue by the following fraction:–

$$\frac{J + K}{J + L}$$

where:

J = the number of Class B Shares in issue immediately before the date of the issue of such securities;

K = the number of Class B Shares which the total Effective Consideration (as defined below) receivable for such securities would purchase at such market price (exclusive of any disbursements incurred in connection therewith); and

L = the maximum number of new Class B Shares to be issued upon full conversion or exchange of, or the exercise in full of the subscription rights conferred by, such securities at their relative initial conversion or exchange rate or subscription price.

Such adjustment shall become effective (if appropriate retroactively) from the close of business on the Business Day immediately preceding the date on which the issue is announced and the date on which the issuer of the relevant securities determines the conversion or exchange rate or subscription price in respect of such securities or, to the extent that the relevant issue is announced (whether or not subject to the approval of holders of Shares or other persons) and the date of such announcement is earlier than the said date, the Business Day immediately preceding the date of such announcement.

(b) If and whenever the rights of conversion or exchange or subscription attaching to any such securities as are mentioned in sub paragraph (a) of this paragraph (5) are modified so that the total Effective Consideration (as defined below) per new Class B Share initially receivable for such securities shall be less than 70 per cent. of the current market price at the date of announcement of the proposal to modify such rights of conversion or exchange or subscription, the Exercise Price shall be adjusted by multiplying the Exercise Price in force immediately prior to such modification by the following fraction:–

$$\frac{M + N}{M + O}$$

where:

M = the number of Class B Shares in issue immediately before the date of such modification;

N = the number of Class B Shares which the total Effective Consideration (as defined below) receivable for such securities at the modified conversion or exchange rate or subscription price would purchase at such market price; and

O = the maximum number of new Class B Shares to be issued upon full conversion or exchange of, or the exercise in full of the subscription rights conferred by, such securities at their relative modified conversion or exchange rate or subscription price.

Such adjustment shall become effective (if appropriate retroactively) as at the date upon which such modification shall take effect. A right of conversion or exchange or subscription shall not be treated as modified for the purposes of this paragraph (5)(b) where it is adjusted to take account of rights or capitalisation issues and other events normally giving rise to adjustments of conversion, exchange or subscription terms.

(c) For the purposes of this paragraph (5):

(i) the **"total Effective Consideration"** receivable for the securities issued shall be deemed to be the aggregate consideration receivable by the issuer for such securities for the issue thereof plus the additional minimum consideration (if any) to be received by the issuer and/or the Company (if not the issuer) upon (and assuming) the full conversion or exchange thereof or the exercise in full of the subscription rights attaching thereto; and

(ii) the **"Effective Consideration"** per new Class B Share initially receivable for such securities shall be such aggregate consideration divided by the maximum number of new Class B Shares to be issued upon (and assuming) the full conversion or exchange thereof at the initial conversion or exchange rate or the exercise in full of the subscription rights attaching thereto at the initial subscription price, in each case without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof.

(6) If and whenever the Company shall issue wholly for cash or for reduction of liabilities any Class B Shares at a price per Class B Share which is less than 70 per cent. of the current market price at the date of the announcement of the terms of such issue, the Exercise Price shall be adjusted by multiplying the Exercise Price in force immediately prior to the date of such announcement by the following fraction:–

$$\frac{P + Q}{P + R}$$

where:

P = the number of Class B Shares in issue immediately before the date of such announcement;

Q = the number of Class B Shares which the aggregate amount payable for the Class B Shares allotted pursuant to such issue would purchase at such market price (exclusive of expenses); and

R = the number of Class B Shares allotted and issued pursuant to such issue.

Such adjustment shall become effective (if appropriate retroactively) on the date of the issue of such Class B Shares.

(7) If and whenever the Company makes an offer or invitation to holders of Class B Shares to tender for sale to the Company any Class B Shares or if the Company shall purchase any Class B Shares or securities convertible into Class B Shares or any rights to acquire Class B Shares (excluding any such purchase made on the Stock Exchange or any recognised stock exchange, being a stock exchange recognised for this purpose by the Securities and Futures Commission or equivalent authority and the Stock Exchange) and the Warrantholders consider that it may be appropriate to make an adjustment to the Exercise Price, at that time the Warrantholders shall request an approved merchant bank to consider whether, for any reason whatever as a result of such purchase, an adjustment should be made to the Exercise Price fairly and appropriately to reflect the relative interests of the persons affected by such purchase by the Company and, if such approved merchant bank shall consider in its opinion that it is appropriate to make an adjustment to the Exercise Price, an adjustment to the Exercise Price shall be made in such manner as such approved merchant bank shall certify to be, in its opinion, appropriate. Such adjustment shall become effective (if appropriate retroactively) from the close of business in Hong Kong on the Business Day next preceding the date on which such purchase by the Company is made.

The purpose of the aforementioned adjustment mechanism to the Exercise Price is (i) to take into account the alterations to the share capital of the Company; and (ii) upon adjustments, the Warrantholder will be entitled to the same proportion of the equity capital of the Company as the respective entitlement prior to the adjustments.

The Exercise Price of HK$8.0 per Warrant Share represents:

(i) a premium of approximately 50.09% over the closing price of HK$5.33 per Share as quoted on the Stock Exchange on the Last Trading Day; and

(ii) a premium of approximately 49.53% over the average closing prices of approximately HK$5.35 per Share as quoted on the Stock Exchange for the five consecutive trading days immediately prior to (but excluding) the Last Trading Day.

The aggregate of the Placing Price and the Exercise Price, which is HK$8.29 per Warrant Share, represents:

(i) a premium of approximately 55.53% over the closing price of HK$5.33 per Share as quoted on the Stock Exchange on the Last Trading Day; and

(ii) a premium of approximately 54.95% over the average closing price of approximately HK$5.35 per Share as quoted on the Stock Exchange for the five consecutive trading days immediately prior to (but excluding) the Last Trading Day.

The Exercise Price is determined after arm's length negotiation between the Company and the Placing Agent with reference to, among other things, the current market conditions, the Group's financial position, the historical Share prices and liquidity of the Shares in the market.

The Company is of the view that the Placing Price, when taken together with the Exercise Price, strikes an appropriate balance between attractiveness to potential investors and fairness to the existing Shareholders. On the one hand, the overall pricing package is intended to provide sufficient incentive for investors to participate in the Placing; on the other hand, it is not expected to unduly dilute the interests of the existing Shareholders or otherwise prejudice their position. Accordingly, the Directors consider that the Placing Price, together with the Exercise Price, is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Completion

Completion of the Placing is expected to take place on the fifth (5th) Business Day after the day on which the conditions precedent of the Warrant Placing Agreement have been fulfilled (or such other date as may be agreed between the Company and the Placing Agent).

Information of the Warrants

The Warrant Shares to be allotted and issued shall rank *pari passu* in all respects with all other Class B Shares in issue on the date of allotment and issue of the relevant Warrant Shares and in particular will have the right to receive all dividends and other distributions which may be declared, made or paid in respect of the Class B Shares, the record date for which shall fall on or after the date of allotment and issue. The Subscription Rights attaching to the Warrants may be exercised at any time during the period of 2 years commencing from the date of issue of the Warrant.

The Subscription Rights shall only be exercised on the condition that the exercise of the Subscription Rights and the allotment and issue of the Warrant Shares will not cause the public float of the Class B Shares (excluding treasury shares) to be less than 25% (or any given percentage as required by the Listing Rules for the minimum percentage of Class B Shares (excluding treasury shares) being held by the public as per Rule 8.08(1) of the Listing Rules) of the issued Class B Shares.

Each one (1) Warrant carries the right to subscribe for one (1) new Class B Share at the Exercise Price and is issued at the Placing Price.

Pursuant to Rule 15.02(1) of the Listing Rules, the Warrant Shares to be issued upon exercise of the Warrants must not, when aggregated with all other equity securities to be issued on exercise of any other subscription rights, if all such rights were immediately exercised, whether or not such exercise is permissible, exceed 20% of the total number of issued shares (excluding treasury shares) of the Company at the time the Warrants are issued. Options granted under employee or executive share schemes which comply with Chapter 17 of the Listing Rules are excluded for the purpose of such limit. As at the Latest Practicable Date, the Company has no outstanding subscription rights (excluding options granted under employee or executive share schemes which comply with Chapter 17 of the Listing Rules).

A total of up to 37,393,500 Warrants are proposed to be issued. Assuming full exercise of the Subscription Rights attaching to the 37,393,500 Warrants at the Exercise Price of HK$8.0 per Warrant Share and there being no other changes in the issued share capital of the Company, a total of up to 37,393,500 Warrant Shares will be allotted and issued, representing (i) approximately 7.99% of the total issued Shares (including treasury shares) as at the Latest Practicable Date; and (ii) approximately 7.40% of the total issued Shares (including treasury shares) as enlarged by the allotment and issue of the 37,393,500 Warrant Shares.

Accordingly, the issue of the Warrants is in compliance with Rule 15.02(1) of the Listing Rules.

Transferability

The holder of the Warrants may assign or transfer the Warrants to the transferee subject to the compliance of the Listing Rules. The Warrants may not be assigned or transferred, in whole or in part, to any connected person of the Company without prior written consent of the Company.

Conditions of the Placing

The obligations of the Placing Agent under the Warrant Placing Agreement in respect of the issue of the Warrants are conditional upon the following conditions precedent being fulfilled by 5:00 p.m. on 30 September 2026 (or such later date as may be agreed by the Placing Agent and the Company) (the "**Long Stop Date**"):

(a) the Shareholders shall have passed the requisite resolution(s) at the EGM approving the Warrant Placing Agreement and the transactions contemplated thereunder including the issue of the Warrants and the Specific Mandate for the allotment and issue of the Warrant Shares upon exercise of the Subscription Rights;

(b) the Stock Exchange shall have granted the listing of, and permission to deal in, the Warrant Shares which fall to be allotted and issued upon the exercise of the Subscription Rights;

(c) the issued Class B Shares remaining listed on the Stock Exchange, and that the listing status of the issued Class B Shares not being subject to or threatened with any revocation, suspension, withdrawal or cancellation at any time prior to the Completion Date;

(d) the representations and warranties made by the Company pursuant to the Warrant Placing Agreement being true and accurate and not misleading as of the Warrant Placing Agreement and the Completion Date;

(e) the Warrant Placing Agreement not being terminated in accordance with its terms including the provisions regarding force majeure event; and

(f) all necessary consents and approvals to be obtained on each of the Company and the Placing Agent in connection with the execution and performance of the entering into of the Warrant Placing Agreement, issue of the Warrants and allotment of the Warrant Shares having been obtained.

If the above conditions precedent are not satisfied on or before the Long Stop Date, all rights, obligations and liabilities of the parties of the Warrant Placing Agreement thereunder in relation to the Placing shall cease and determine and none of the parties shall have any claim against any other party in respect of the Placing save for any antecedent breaches.

As at the Latest Practicable Date, none of the above conditions precedent had been fulfilled.

Termination

If at any time prior to 9:00 a.m. on the Completion Date:

(a) there develops, occurs or comes into force:

(i) any new law or regulation or any change in existing laws or regulations or the interpretation thereof which may in the opinion of the Placing Agent may materially and adversely affect the business or financial condition or prospects of the Group as a whole; or

(ii) any local, regional, national or international event or change (whether or not permanent or forming part of a series of events or changes occurring or continuing, on and/or after the date thereof) of a political, military, economic or other nature (whether or not ejusdem generis with the foregoing) which, in the sole opinion of the Placing Agent will, or may be expected to, have a material adverse effect on the Placing; or

(iii) any significant change (whether or not permanent) in local, regional, national or international market conditions (or in conditions affecting a sector of the market) which in the sole opinion of the Placing Agent has or may have a material adverse effect on the Placing; or

(iv) any litigation or claim of material importance of any third party being instigated against the Company or any member of the Group, which has or may have a material adverse effect on the business or financial prospects of the Group and which in the sole opinion of the Placing Agent would materially prejudice the success of the Placing; or

(v) any event of force majeure including but without limitation to the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike, economic sanction or lock-out, which may reasonably be expected to materially prejudice the success of the Placing; or

(b) any material breach of any of the warranties made by the Company in the Warrant Placing Agreement which would materially prejudice the Placing or the interests of the investors in relation to the Warrants, and which is not remedied by the Company within three (3) Business Days following the receipt of written notice from the Placing Agent; or

(c) there is any material adverse change in the business or in the financial or trading position of the Group taken as a whole which would materially impair the Completion;

then and in any such case, the Placing Agent may, terminate the Warrant Placing Agreement without liability to the Company or any other party by giving notice in writing to the Company, which notice may be given at any time prior to 9:00 a.m. on the Completion Date.

Upon termination of the Warrant Placing Agreement:

(a) the Warrant Placing Agreement will lapse and become null and void and the parties will be released from all obligation thereunder;

(b) none of the parties will have any claim against the other in respect of any matter or thing arising out of or in connection with the Warrant Placing Agreement (save in respect of any antecedent breach of any obligation under the Warrant Placing Agreement);

(c) each party's further rights and obligations cease immediately on termination; and

(d) termination does not affect a party's accrued rights and obligations as at the date of termination.

Voting rights for the Warrantholders

The holders of the Warrants will not have any right to attend or vote at any meeting of the Company by virtue of them being the holders of the Warrants. The holders of the Warrants shall not have the right to participate in any distributions and/or offers of further securities made by the Company.

Rights of the holders of the Warrants on the liquidation of the Company

If an effective resolution is passed during the Exercise Period for the voluntary winding-up of the Company, then:

(a) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the holders of the Warrants, or some person designated by them for such purpose by special resolution of the holders of the Warrants, shall be a party or in conjunction with which a proposal is made to the holders of the Warrants and is approved by such special resolution, the terms of such scheme of arrangement or (as the case may be) proposal shall be binding on the holders of the Warrants; and

(b) in any other case, the holders of the Warrants shall be entitled at any time within six (6) weeks after the passing of such resolution by irrevocable surrender of his/her/its Warrant certificate to the Company at its head office and principal place of business in Hong Kong with the subscription form(s) duly completed, together with payment of the Exercise Price, to elect to be treated as if he/she/it had immediately prior to the commencement of such winding-up exercised such of the Subscription Rights represented by his/her/its Warrant(s) as are specified in the subscription form(s) submitted by him/her/it and had on such date been the holder of the Shares to which he/she/it would have become entitled pursuant to such exercise and the Company and the liquidator of the Company shall give effect to such election accordingly. The Company shall give notice to the holders of the Warrants of the passing of any such resolution within seven (7) days after the passing thereof and such notice shall contain a reminder to the holders of the Warrants with respect to his/her/its/their rights under this paragraph (b) (to the extent applicable).

Subject to the foregoing, if the Company is wound up, all Subscription Rights which have not been exercised at the date of the passing of such resolution shall lapse and Warrant certificate shall cease to be valid for any purpose.

Application for listing

The Company will apply to the Stock Exchange for the listing of, and permission to deal in, the Warrant Shares which may fall to be allotted and issued upon exercise of the Subscription Rights attaching to the Warrants.

No listing of the Warrants will be sought on the Stock Exchange or any other stock exchanges.

REASONS FOR AND BENEFITS OF THE PLACING

The Group is a leading pioneer in enterprise AI agent solutions. It delivers services through a Result as a Service (RaaS) model, providing institutional clients with tailored AI agent capabilities. By leveraging proprietary BR-LLM large model and "Bairong CybotStar 百融百工", the enterprise AI agent operating system, it empowers clients to build and deploy their own custom AI agents. It also delivers end-to-end outsourced business outcomes through business processes and role-based services.

The Board considers that the Placing provides a good opportunity for the Group to raise additional funds while broadening both the Shareholder base and the capital base of the Company.

In addition, as the Warrants are non-interest bearing, the Placing will not increase the finance costs of the Company nor result in any immediate dilution of the shareholdings of the existing Shareholders. Apart from the net proceeds to be raised upon completion of the Placing, further capital is expected to be raised upon the exercise of the Subscription Rights attached to the Warrants by the holders during the Exercise Period. The Company acknowledges the characteristics of warrant issuance that the timing and occurrence of exercise of the Warrants are beyond the Company's control and cannot be assured. The Company does not rely solely on the exercise of the Warrants as a funding source. Although the Warrants offer a future potential funding if and when the Warrants are exercised by the holders in accordance with their own investment decisions, the Company understands that it cannot control or guarantee the identities and exercise intentions of the Warrantholders. Nevertheless, the Placing remains commercially justifiable because it combines immediate capital and a potential future source of equity funding without imposing repayment obligations or financing costs on the Company. Accordingly, the Company does not base its immediate capital planning on the assumption that the Warrants will be exercised at any particular time or at all. In particular,

1. The immediate proceeds received upon completion of the Placing will be applied towards the Company's near-term research and development ("**R&D**") activities and general working capital requirements. Any proceeds arising upon the exercise of the Warrants, if and when exercised, would provide additional flexibility to accelerate or expand R&D initiatives and support future working capital needs of the Group. Such proceeds should therefore be regarded as potential upside financing, rather than a guaranteed source of funding.

2. The Company's current cash resources and operating cash flow, together with budget management, are expected to provide sufficient working capital for the planned R&D activities and general overheads for the relevant period. The Company's existing cash reserves and operational cash flow provide adequate working capital runway through the two-year Exercise Period.

3. The Company's R&D plan has been structured on a phased basis, with expenditures capable of being adjusted in line with available resources and business progress. For the year ending 31 December 2026, the Company expects to incur approximately RMB700 million to RMB800 million in R&D expenses using its internal resources, primarily for investment in dedicated large-scale model computing infrastructure, recruitment of artificial intelligence R&D personnel, and other related initiatives. As such, the Company is not dependent on the receipt of Warrant exercise proceeds at any specific time in order to continue its operations.

4. The Company's AI-driven R&D plan require continuous financial commitment, which is a common characteristic of technology companies. The Company will manage R&D progress flexibly, utilising immediate proceeds, existing resources, and potential future warrant exercise proceeds as available. Specific applications and timelines are detailed in the paragraph headed "Use of Proceeds" below.

5. The Directors consider that the two-year Exercise Period provides a reasonable time frame for the Warrants to be potentially exercised, having regard to the Exercise Price, the Company's business development plans and its expected focus on artificial intelligence. While the timing and extent of exercise remain subject to market conditions and the independent decision of the Warrantholders, the Company expects that its continuing efforts to develop its business and improve operating performance may support the long-term prospects of the Shares. In any event, the two-year Exercise Period is broadly aligned with the Company's ongoing research and development initiatives and provides flexibility for the Company's capital planning.

The Company has also considered alternative fund-raising methods including bank financing, placing of new shares, rights issues and open offers. However, after consulting its financial advisers and obtaining market information, (i) bank financing is currently considered unsuitable due to current high interest rates and tight credit conditions making bank lending expensive; (ii) placing of new shares would require issuance at a discount to the prevailing market price and result in immediate dilution to existing Shareholders, while for issuance of warrants, the Exercise Price represents a premium over the prevailing market price, thereby offering a more favourable and less dilutive means of raising capital; and (iii) rights issues and open offers, while viable, would require preparation of a prospectus, extended investor acceptance periods, printing and distribution of application forms, underwriting commissions and other professional fees, making them relatively more costly and time-consuming compared to the issuance of Warrants. Further, in view of the decreasing Share price over the last three months, the Directors consider it unfavourable for raising funds through the issue of new Shares at prevailing market price levels. The issue of Warrants, by contrast, enables the Company to potentially raise a greater amount of funds at a future date and at a higher price, which the Company considers to be in the interests of the Company and the Shareholders as a whole. The Exercise Price has been set at a significant premium to the closing price of the Shares on the Last Trading Day. Whilst the Exercise Price is above the current market price, the Company does not consider it unachievable in view of the historical price performance over the last two years and the business prospects of the Company.

The Company is optimistic that the Share price may improve over the tenure of the Warrants, having regard to the rapid development of artificial intelligence which is expected to present new business opportunities for the Group, and the management's ongoing efforts to enhance the financial performance of the Group.

The Company considers the warrant structure appropriate because it provides immediate funding while preserving the opportunity for additional equity financing in the future, without creating repayment pressure or fixed financing cost burdens. Based on the above, the proposed use of proceeds is aligned with the Company's capital requirements, having regard to the Company's current financial resources, operating needs and phased development plan. The Company therefore considers that the Placing is a commercially sensible and flexible funding arrangement. The Board considers that the terms of the Warrant Placing Agreement, are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

USE OF PROCEEDS

Assuming the maximum number of the Warrants are placed at the Placing Price, the gross proceeds and net proceeds from the issue of the Warrants will be approximately HK$10,844,115 and HK$10,119,115, respectively. The net proceeds from the issue of the Warrants is expected to be used for (i) the enhancement of efforts in research and development; and (ii) working capital and general corporate purposes.

Assuming the full exercise of the Subscription Rights attaching to the maximum number of Warrants at the Exercise Price, it is expected that an additional gross proceeds of up to approximately HK$299,148,000 will be raised.

The aggregate net proceeds from the Placing and the allotment and issue of the Warrant Shares of up to approximately HK$309,267,115 are expected to be used for:

(i) as to approximately HK$248,000,000 (representing approximately 80.2% of the aggregate net proceeds from the Placing and the allotment and issue of the Warrant Shares) for the enhancement of efforts in R&D, which includes (a) investment in dedicated large-model computing power, such as graphics processing unit cluster leasing and internet data center capacity expansion, to support the continuous pre-training and iteration of domain-specific large language models focused on sales scenario intent recognition and proactive guidance, real-time speech-based multimodal interaction models, and document understanding models for multi-format document parsing; and (b) the recruitment of artificial intelligence R&D talent, including algorithm scientists, multimodal engineers and model evaluation personnel, to support the expansion of the R&D team of the Group and which is expected to be fully utilized within 18 to 24 months after receipt of the net proceeds; and

(ii) as to approximately HK$61,267,115 (representing approximately 19.8% of the aggregate net proceeds from the Placing and the allotment and issue of the Warrant Shares) for working capital and general corporate purposes, including salaries, benefits and rental expenses for operational and back-office staff, which is expected to be fully utilized within 12 months after receipt of the net proceeds.

EQUITY FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

The Group has not conducted any equity fund raising activities in the past twelve months before the Latest Practicable Date.

SHAREHOLDING STRUCTURE

As at the Latest Practicable Date, the Company had a total of 72,708,830 Class A Shares and 377,164,340 Class B Shares in issue (excluding treasury shares). The shareholding structure of the Company (i) as at the Latest Practicable Date; and (ii) immediately after full exercise of the Subscription Rights attaching to the Warrants (assuming that there will be no further changes in the number of issued Shares prior to such exercise) are as follows:

	As at the Latest Practicable Date		**Immediately after full exercise of the Subscription Rights** *(Note 9)*	
	No. of Shares	**Approximate % of interest in each class of share**	**No. of Shares**	**Approximate % of interest in each class of share**
Class A Shares				
Mr. Zhang Shaofeng *(Note 1)*	72,708,830	100.00%	72,708,830	100.00%
Genisage Tech Inc. *(Note 2)*	72,708,830	100.00%	72,708,830	100.00%
Genisage Holdings Limited *(Note 2)*	72,708,830	100.00%	72,708,830	100.00%
TMF (Cayman) Ltd. *(Note 2)*	72,708,830	100.00%	72,708,830	100.00%
Class B Shares				
Mr. Zhang Shaofeng *(Notes 1 & 2)*	13,138,385	3.48%	13,138,385	3.17%
Genisage Tech Inc. *(Note 2)*	11,590,785	3.07%	11,590,785	2.80%
Ms. Wang Qing	3,500	0.00%	3,500	0.00%
HH BR-I Holdings Limited *(Note 3)*	37,631,065	9.98%	37,631,065	9.08%
Tianjin GLTC Enterprise Management Consultation, L.P. *(Note 3)*	37,631,065	9.98%	37,631,065	9.08%
Zhuhai Gaoling Tiancheng Investment Management Co., Ltd. *(Note 3)*	37,631,065	9.98%	37,631,065	9.08%
CRF Summit Investment Limited *(Note 4)*	18,294,192	4.85%	18,294,192	4.41%
Tianjin Shenghuatianxi Enterprise Management Partnership L.P. *(Note 4)*	18,294,192	4.85%	18,294,192	4.41%
Xinjiang Guoxin Equity Investment Management Co., Ltd. *(Note 4)*	30,573,080	8.11%	30,573,080	7.37%
China Reform Fund Management (Group) Co., Ltd. *(Note 4)*	30,573,080	8.11%	30,573,080	7.37%

	As at the Latest Practicable Date		Immediately after full exercise of the Subscription Rights *(Note 9)*	
	No. of Shares	**Approximate % of interest in each class of share**	**No. of Shares**	**Approximate % of interest in each class of share**
China Reform Fund Management Co., Ltd. *(Note 4)*	30,573,080	8.11%	30,573,080	7.37%
China Reform Holdings Co., Ltd. *(Note 4)*	30,573,080	8.11%	30,573,080	7.37%
Hong Jing *(Notes 5 & 6)*	35,559,711	9.43%	35,559,711	8.58%
Tsing Young Holding Limited *(Note 6)*	20,109,000	5.33%	20,109,000	4.85%
Public Shareholders (other than the Warrantholders)	260,258,599	69.00%	260,258,599	62.78%
Warrantholders *(Note 7)*	–	–	37,393,500	9.02%
Total *(Note 8)*				
Class A Shares:	72,708,830	100.00%	72,708,830	100.00%
Class B Shares (excluding treasury shares):	377,164,340	100.00%	414,557,840	100.00%

Notes:

1. As of the Latest Practicable Date, Mr. Zhang Shaofeng was interested in 72,708,830 Class A Shares, representing approximately 65.84% of the voting rights in the Company, and entitled to control 13,138,385 Class B Shares (excluding treasury shares) representing approximately 1.19% of the voting rights in the Company with respect to shareholder resolutions relating to matters other than the Reserved Matters.

2. Genisage Tech Inc. is wholly-owned by Genisage Holdings Limited. The entire interest in Genisage Holdings Limited is indirectly held through TMF (Cayman) Ltd., which is the trustee of a trust which was established by Mr. Zhang (as settlor) for the benefit of himself and his family. Therefore Mr. Zhang is deemed to hold interests in Genisage Tech Inc..

3. HH BR-I Holdings Limited is wholly-owned by Tianjin GLTC Enterprise Management Consultation, L.P. The general partner of Tianjin GLTC Enterprise Management Consultation, L.P. is Zhuhai Gaoling Tiancheng Investment Management Co., Ltd..

4. CRF Summit Investment Limited is wholly-owned by Tianjin Shenghuatianxi Enterprise Management Partnership L.P. and Waterdrop Investment Limited is indirectly wholly-owned by Tianjin Zhonghetianxi Enterprise Management Partnership L.P., with Xinjiang Guoxin Equity Investment Management Co., Ltd. being their sole management company. Xinjiang Guoxin Equity Investment Management Co., Ltd. is wholly-owned by China Reform Fund Management Co., Ltd., with China Reform Fund Management (Group) Co., Ltd. being its largest single shareholder. China Reform Fund Management (Group) Co., Ltd. is wholly-owned by China Reform Holdings Co., Ltd..

5. Hong Jing through series of companies indirectly deemed to be interested in 35,559,711 Class B Shares.

6. Tsing Young Holding Limited through series of companies indirectly deemed to be interested in 20,109,000 Class B Shares. Tsing Young Holding Limited is indirectly wholly-owned by Hong Jing.

7. The Placees are holders of the Warrants upon the Completion Date, and they will become Shareholders of Class B Shares upon their exercise of the Subscription Rights in accordance with the terms and conditions of the Warrants.

8. As at the Latest Practicable Date, the total issued Shares of the Company was 72,708,830 Class A Shares and 395,309,840 Class B Shares (including treasury shares), among which 18,145,500 were treasury shares, hence the number of issued Class B Shares subject to trading and bearing voting right was 377,164,340.

9. Assumption is made for all the Warrants will be placed by the Placing Agent and the number of the Warrant Shares upon the Subscription Rights being exercised in full will be 37,393,500.

WARNING NOTICE

Shareholders and potential investors of the Company should note that Completion of the Warrant Placing Agreement is subject to, among other things, fulfillment of the conditions precedent in the Warrant Placing Agreement. As the Placing may or may not complete, Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

EGM

A notice convening the EGM to be held at Room 1819, 18th Floor, China Building, 29 Queen's Road Central, Central, Hong Kong on Thursday, 16 July 2026 at 10:00 a.m. is set out on pages EGM-1 to EGM-3 of this circular. A form of proxy for use at the EGM is also enclosed. Such form of proxy is also published on the websites of The Stock Exchange of Hong Kong Limited (www.hkexnews.hk) and the Company (www.brgroup.com).

As at the Latest Practicable Date, to the best of the Directors' knowledge, information and belief, no Shareholder had any material interest in the Warrant Placing Agreement and the transactions contemplated thereunder including the issue of the Warrants and the grant of the Specific Mandate, and accordingly, no Shareholder would be required to abstain from voting on the resolution at the EGM.

None of the Directors have a material interest in the Warrant Placing Agreement and therefore they are not required under the Listing Rules to abstain from voting on the relevant Board resolutions.

VOTING BY WAY OF POLL AND PROXY ARRANGEMENT

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of shareholders at a general meeting must be taken by poll. Accordingly, all the proposed resolutions will be put to vote by way of poll at the EGM. An announcement on the poll results will be made by the Company after the EGM in the manner prescribed under Rule 13.39(5) of the Listing Rules.

The Company is controlled through weighted voting rights. Holders of Class B Shares present in person (in the case of a member being a corporation, by its duly authorized representative) or by proxy shall have one vote per Share. Holders of Class A Shares present in person (in the case of a member being a corporation, by its duly authorized representative) or by proxy shall have ten votes per Share, save for resolutions with respect to any Reserved Matters, in which case they shall have one vote per Share. Holders of Class B Shares and Class A Shares shall at all times vote together as one class.

A form of proxy for use at the EGM is enclosed with this circular. Whether or not you are able to attend the EGM in person, you are requested to complete and sign the form of proxy in accordance with the instructions printed thereon and return it, together with the power of attorney or other authority (if any) under which it is signed or a certified copy of the power of attorney or authority, to the Company's Hong Kong share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the EGM or any adjourned meeting thereof (as the case may be). Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjourned meeting thereof (as the case may be) should you so wish and in such event, your appointment of proxy under any proxy form shall be deemed to be revoked.

CLOSURE OF REGISTER OF MEMBERS

To ascertain the Shareholders' entitlement to attend and vote at the EGM, the register of members of the Company will be closed from Monday, 13 July 2026 to Thursday, 16 July 2026, both days inclusive, during which period no transfer of Shares will be registered. The record date for ascertaining Shareholders' eligibility to participate in and vote at the EGM will be Thursday, 16 July 2026. In order to qualify for the entitlement to attend and vote at the EGM, all transfer of Shares accompanied by the relevant share certificates must be lodged with the Company's Hong Kong share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong by 4:30 p.m. on Friday, 10 July 2026.

RECOMMENDATION

The Directors consider that the terms of the Placing and the transactions contemplated thereunder including the grant of the Specific Mandate are in the best interest of the Group and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favour of the relevant resolution to be proposed at the EGM.

RESPONSIBILITY STATEMENT

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

MISCELLANEOUS

This circular is in English and Chinese. In case of any inconsistency, the English version shall prevail.

By order of the Board
Bairong Inc.
Zhang Shaofeng
Chairman and Executive Director

Bairong Inc.
百融雲創

(A company controlled through weighted voting rights and incorporated in the Cayman Islands with limited liability)

(Stock Code: 6608)

NOTICE IS HEREBY GIVEN THAT an extraordinary general meeting (the "**EGM**") of Bairong Inc. (the "**Company**") will be held at Room 1819, 18th Floor, China Building, 29 Queen's Road Central, Central, Hong Kong on Thursday, 16 July 2026 at 10:00 a.m. for the following purposes:

ORDINARY RESOLUTION

"**THAT**

(a) the warrant placing agreement dated 20 April 2026 (which was amended and supplemented by a supplemental agreement dated 17 June 2026 (the "**Supplemental Agreement**")) (the "**Warrant Placing Agreement**") entered into between the Company as issuer and Lego Securities Limited as placing agent (the "**Placing Agent**"), pursuant to which the Placing Agent has conditionally agreed to place, on a best effort basis, subject to the fulfilment of certain terms and conditions as set out in the Warrant Placing Agreement, to not less than six (6) warrant placees at the issue price of HK$0.29 each, up to 37,393,500 non-listed transferable warrants (the "**Warrants**") conferring rights to subscribe new class B ordinary shares with a par value of US$0.00002 each in the share capital of the Company, exercisable in whole or in part at any time during the exercise period of two (2) years commencing from the date of issue of the Warrants (a copy of the Warrant Placing Agreement, the Supplemental Agreement and the draft instrument have been marked "A", "B" and "C" respectively, and initialled by the chairman of the EGM for identification purpose) be and are hereby approved, ratified and confirmed;

(b) the creation and issue of the Warrants by the Company in accordance with the terms and conditions of the Warrant Placing Agreement and the instrument of the Warrants be and are hereby approved, ratified and confirmed;

(c) conditional upon, among others, The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the Warrant Shares (as defined below), the directors of the Company be and are hereby granted a specific mandate for the allotment and issue of up to a maximum number of 37,393,500 new class B ordinary shares with a par value of US$0.00002 each in the share capital of the Company (the "**Warrant Share(s)**") credited as fully paid at the initial exercise price of HK$8.0 per Warrant Share (subject to adjustments and the terms and conditions as set out in the draft instrument), which may fall to be allotted and issued upon the exercise of the subscription rights attaching to the Warrants; and

(d) any one director of the Company be and is hereby authorised to do all such acts and things (including, without limitation, signing, executing (under hand or under seal), perfecting and delivery of all agreements, documents and instruments) which are in his opinion necessary, appropriate, desirable or expedient to implement or to give effect to the terms of the Warrant Placing Agreement and the transactions contemplated thereunder and all other matters incidental thereto or in connection therewith and to agree to and make such variation, amendment and waiver of any of the matters relating thereto or in connection therewith."

By order of the Board
Bairong Inc.
Zhang Shaofeng
Chairman and Executive Director

Hong Kong, 26 June 2026

Registered Office:
PO Box 309, Ugland House
Grand Cayman KY1-1104
Cayman Islands

Headquarters:
1-3/F, Tower A, No. 10 Furong Street
Chaoyang District, Beijing, China

Principal Place of Business in Hong Kong:
31/F, Tower Two, Times Square
1 Matheson Street, Causeway Bay
Hong Kong

Notes:

(1) A form of proxy for use at the EGM is enclosed herewith.

(2) The register of members of the Company will be closed from Monday, 13 July 2026 to Thursday, 16 July 2026 (both days inclusive) during which period no transfer of share(s) will be effected. In order to determine the eligibility to attend and vote at the EGM, all transfer of share(s), accompanied by the relevant share certificate(s) with the properly completed transfer form(s) either overleaf or separately, must be lodged with the share registrar of the Company in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong for registration not later than 4:30 p.m. on Friday, 10 July 2026. The record date for determining shareholders' eligibility to attend and vote at the EGM is Thursday, 16 July 2026.

(3) Any shareholder entitled to attend and vote at the EGM or at any adjourned meeting thereof (as the case may be) is entitled to appoint another person as his/her proxy to attend and vote instead of him/her. A shareholder who is the holder of two or more shares may appoint not more than two proxies, or more than two proxies provided that the shareholder is a clearing house (who must be an individual or individuals) to attend and vote instead of him/her on the same occasion. A proxy need not be a shareholder of the Company but must attend the EGM or at any adjourned meeting thereof (as the case may be) in person to represent him/her.

(4) In order to be valid, a form of proxy in the prescribed form together with the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, must be lodged with the share registrar of the Company in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, not later than 48 hours (i.e. not later than 10:00 a.m., on Tuesday, 14 July 2026, Hong Kong time) before the time appointed for holding the EGM or any adjourned meeting thereof (as the case may be). Such prescribed form of proxy for use at the EGM is also published on the websites of The Stock Exchange of Hong Kong Limited (www.hkexnews.hk) and the Company (www.brgroup.com).

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

(6) Where there are joint registered holders of any share(s), any one of such joint holders may attend and vote at the EGM or at any adjourned meeting thereof (as the case may be), either in person or by proxy, in respect of such share(s) as if he/she was solely entitled thereto, but if more than one of such joint holders are present at the EGM or at any adjourned meeting thereof (as the case may be), the most senior shall alone be entitled to vote, whether in person or by proxy. For this purpose, seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

(7) The ordinary resolution set out above will be determined by way of a poll.

(8) As at the date of this notice, the Board comprises of Mr. Zhang Shaofeng, Ms. Wang Qing and Mr. Chan Chun Kit as executive Directors, Professor Liao Jianwen as non-executive Director, and Professor Chen Zhiwu, Mr. Zhou Hao and Dr. Li Yao as independent non-executive Directors.