# THIS DOCUMENT 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 licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Ever Sunshine Services Group Limited, you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or other transferee or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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# Ever Sunshine Services Group Limited 永升服务集团有限公司

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 1995)

# PROPOSED ADOPTION OF THE 2025 SHARE OPTION SCHEME; AND NOTICE OF EXTRAORDINARY GENERAL MEETING

A notice convening the Extraordinary General Meeting of Ever Sunshine Services Group Limited to be held physically at No.2 Conference Room, 9/F, Building 39 Henderson CIFI Centre, Lane 1088, Shenhong Road, Minhang District, Shanghai, the PRC on Monday, 29 December 2025 at 2:00 p.m. is set out on pages 22 to 24 of this circular. A form of proxy for use at the Extraordinary General Meeting is also enclosed. Such form of proxy is also published on the website of The Stock Exchange of Hong Kong Limited (www.hkexnews.hk) and the Company (www.ysservice.com.cn).

Shareholders who intend to appoint a proxy to attend the Extraordinary General Meeting shall complete the form of proxy in accordance with the instructions printed thereon and return it to the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, as soon as possible but in any event not less than 48 hours before the time appointed for the holding of the Extraordinary General Meeting or any adjournment thereof (as the case may be). Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the Extraordinary General Meeting (or any adjournment thereof) if they so wish and in such event, the proxy form shall be deemed to be revoked.

References to time and dates in this circular are to Hong Kong time and dates.

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# **DEFINITIONS**

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

"2025 Share Option Scheme" the share option scheme of the Company proposed to be

adopted at the EGM, the principal terms of which are set out

in the Appendix to this circular

"Acceptance Date" the date upon which an offer for an Option must be accepted

by the relevant Eligible Participant, being a date not later

than 30 days after the Offer Date

"Adoption Date" the date on which the 2025 Share Option Scheme is

unconditionally adopted

"Articles" or "Articles of

Association"

General Meeting"

the existing amended and restated articles of association of

the Company

"Announcement" the announcement of the Company dated 13 November 2025

in relation to the adoption of the 2025 Share Option Scheme

and the Proposed Grant

"associate(s)" has the meaning as ascribed to it under the Listing Rules

"Board" the board of Directors

"close associate(s)" has the meaning as ascribed to it under the Listing Rules

"Company" Ever Sunshine Services Group Limited (永升服务集团有限公

司), a company incorporated in the Cayman Islands as an exempted company with limited liability on 16 April 2018 and the Shares of which are listed on the Main Board of the

Stock Exchange

"connected person(s)" has the meaning as ascribed to it under the Listing Rules

"core connected person(s)" has the meaning as ascribed to it under the Listing Rules

"Corporate Governance Code" the Corporate Governance Code set out in Appendix C1 to the

Listing Rules, as amended from time to time

"Director(s)" the director(s) of the Company

"EGM" or "Extraordinary the extraordinary gener

the extraordinary general meeting of the Company to be held at No.2 Conference Room, 9/F, Building 39 Henderson CIFI Centre, Lane 1088, Shenhong Road, Minhang District, Shanghai, the PRC on Monday, 29 December 2025 at 2:00 p.m., or any adjournment thereof, for the purpose of considering and if thought fit, approving, among others, the

resolution proposed and set out in the EGM Notice

# **DEFINITIONS**

"EGM Notice" the notice convening the EGM set out on pages 22 to 24 of this circular "Eligible Participants" (i) any current employee, executive or officer of the Group; or (ii) any director (including non-executive Directors but excluding independent non-executive Directors) of the Group, in each case provided that the Board considers, in its sole discretion, have contributed or will contribute to the Group "Exercise Period" in respect of an Option, the period to be notified by the Board to each Grantee within which the Option may be exercisable provided that such period shall be no later than 31 December 2030 "Exercise Price" the exercise price of the Option as calculated in accordance with the terms of the 2025 Share Option Scheme, being HK\$1.89 "Fixed Limit" the maximum of 60,600,000 Shares which may be issued in respect of the Options under the 2025 Share Option Scheme and representing 3.51% of the total number of Shares in issue (excluding treasury shares, if any) as at the Adoption Date or the relevant date of approval of the refreshment of such limit "Grantee" any Selected Participant who accepts the offer of the grant of an Option in accordance with the Scheme Rules "Group" the Company and its subsidiaries "HK\$" Hong Kong dollar, the lawful currency of Hong Kong "Hong Kong" the Hong Kong Special Administrative Region of the PRC "Latest Practicable Date" 2 December 2025, being the latest practicable date for ascertaining certain information contained in this circular "Listing Rules" the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time "Offer Date" the date on which such Option is conditionally offered in writing to a Selected Participant, being 13 November 2025 "Option" a right granted by the Company under the 2025 Share Option Scheme, which permits (but does not obligate) a Grantee to subscribe for Shares in accordance with the terms of the 2025 Share Option Scheme

# **DEFINITIONS**

"PRC" the People's Republic of China

"Proposed Grant" the conditional grant of 60,600,000 Options to the Grantees

under the 2025 Share Option Scheme

"Remuneration Committee" the remuneration committee of the Company

"Scheme Mandate Limit" the total number of Shares which may be issued in respect of

all awards and options to be granted under the 2025 Share Option Scheme and any other share schemes of the Company and representing 10% of the total number of Shares in issue (excluding treasury shares, if any) as at the Adoption Date or the relevant date of approval of the refreshment of such limit

"Scheme Period" unless otherwise terminated, a period of five (5) years

commencing on the Adoption Date

"Scheme Rules" rules of the 2025 Share Option Scheme

"Selected Participant" any Eligible Participant selected by the Board in its absolute

discretion to be offered with the grant of an Option pursuant

to the 2025 Share Option Scheme

"Share(s)" ordinary share(s) of par value of HK\$0.01 each in the capital

of the Company

"Shareholder(s)" the holder(s) of the Share(s)

"Stock Exchange" The Stock Exchange of Hong Kong Limited

"substantial shareholder(s)" has the same meaning ascribed to it under the Listing Rules

"Takeovers Code" the Hong Kong Code on Takeovers and Mergers, as amended

from time to time

"treasury share" shall have the meaning ascribed to it in the Listing Rules

"%" per cent.



# Ever Sunshine Services Group Limited 永升服务集团有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1995)

Executive Directors:

Mr. Lin Zhong (Chairman)

Mr. Zhou Hongbin

Mr. Lin Zhubo

Mr. Zhou Di

Non-executive Director:

Ms. Cui Xiaoqing

Independent non-executive Directors:

Mr. Ma Yongyi

Mr. Yu Tiecheng

Mr. Cheung Wai Chung

Registered office:

Cricket Square, Hutchins Drive

P.O. Box 2681

Grand Cayman, KY1-1111

Cayman Islands

Principal place of business in Hong Kong:

40th Floor, Dah Sing Financial Centre

No. 248 Queen's Road East

Wanchai, Hong Kong

4 December 2025

To the Shareholders

Dear Sir or Madam,

# PROPOSED ADOPTION OF THE 2025 SHARE OPTION SCHEME; AND NOTICE OF EXTRAORDINARY GENERAL MEETING

#### INTRODUCTION

Reference is made to the announcement of the Company dated 13 November 2025 in relation to (i) the proposed adoption of the 2025 Share Option Scheme; and (ii) the conditional grant of Options under the 2025 Share Option Scheme.

The purpose of this circular is to give you notice of the EGM and to provide you with information regarding the resolution to be proposed at the EGM to enable you to make an informed decision on whether to vote for or against the resolution.

#### PROPOSED ADOPTION OF 2025 SHARE OPTION SCHEME

#### Introduction

On 13 November 2025, the Board resolved to adopt the 2025 Share Option Scheme. For the purpose of Chapter 17 of the Listing Rules, the 2025 Share Option Scheme will constitute a share scheme involving the grant of options over new Shares by the Company. As at the Latest Practicable Date, the Company has not adopted any share option scheme or share award scheme.

# Condition precedent of the 2025 Share Option Scheme

The adoption of the 2025 Share Option Scheme is conditional upon:

- (i) the passing of an ordinary resolution by the Shareholders at the EGM to approve the adoption of the 2025 Share Option Scheme and to authorize the Directors to grant the Options under the 2025 Share Option Scheme and to allot and issue Shares pursuant to the exercise of any Options granted under the 2025 Share Option Scheme; and
- (ii) the Listing Committee of the Stock Exchange granting the approval for the listing of and permission to deal in such number of Shares to be allotted and issued by the Company in respect of the Options to be granted in accordance with the terms and conditions of the 2025 Share Option Scheme.

An application has been made to the Stock Exchange for the approval of the listing for, and permission to deal in, the Shares to be allotted and issued by the Company in respect of the Options to be granted pursuant to the 2025 Share Option Scheme and any other share schemes of the Company (if any).

# Explanation of the terms of the 2025 Share Option Scheme

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

# **Purpose**

The purpose of the 2025 Share Option Scheme is (i) to motivate the Eligible Participants to work hard for the Group's future development by providing them with an opportunity to acquire the Shares of the Company, thereby promoting long-term stable development of the Group; (ii) to provide the Eligible Participants with incentives and/or rewards for their contributions to the Group; and (iii) to enhance the Group's ability to attract and retain individuals with outstanding skills and extensive experience.

# Eligible Participants

The Eligible Participants shall include (i) any current employee, executive or officer of the Group; or (ii) any director (including non-executive Directors but excluding independent non-executive Directors) of the Group.

The Directors are of the view that the adoption of the 2025 Share Option Scheme aligns with the market practice of providing incentives to Eligible Participants to work towards enhancing the enterprise value and achieving the long-term objectives for the benefit of the Group as a whole.

In determining the basis of eligibility of each Eligible Participant, the Board will take into account, among others, (a) the experience and qualification of the Eligible Participant in relation to the Group's business; (b) the length of service of the Eligible Participant with the Group; (c) the level of responsibilities assumed; and (d) the amount of support, assistance, guidance, advice, efforts and contributions the Eligible Participant has exerted and given towards the success of the Group and/or the amount of potential support, assistance, guidance, advice, efforts and contributions the Eligible Participant is likely to be able to give or make towards the success of the Group in the future.

For the avoidance of doubt, no grant of any Options by the Company shall be made if a prospectus is required to be issued under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or any applicable laws or if such grant will result in the breach by the Company or the Directors of any applicable securities laws and regulations in any jurisdiction.

# Maximum number of Shares subject to the 2025 Share Option Scheme

Assuming that there will be no change in the number of issued Shares between the Latest Practicable Date and the Adoption Date, (i) the Scheme Mandate Limit must not in aggregate exceed 172,855,400, representing 10% of the total number of Shares in issue (excluding treasury shares, if any) as at the Adoption Date or the relevant date of approval of the refreshment of the Scheme Mandate Limit; and (ii) the Fixed Limit must not exceed 60,600,000, representing 3.51% of the total number of Shares in issue (excluding treasury shares, if any) as at the Adoption Date or the relevant date of approval of the refreshment of the Fixed Limit.

The Company may issue new Shares and/or utilise existing treasury shares (if any) to satisfy grants of the Options under the 2025 Share Option Scheme to the extent permitted by the Listing Rules, all applicable laws and regulations and the Articles of Association. The Company currently has no intention to use treasury shares to satisfy the Options to be granted under the 2025 Share Option Scheme.

# Performance targets and clawback mechanism

The 2025 Share Option Scheme does not stipulate any specific performance target that the Grantee is required to achieve before the relevant Option can be exercised. However, the Board retains discretionary power to impose different performance targets on Options when deemed appropriate. Pursuant to the 2025 Share Option Scheme, the performance targets which may be imposed by the Board could include (without limitation) any one or more of the following metrics from a corporate-wide, subsidiary, division, operating unit, line of business, project, geographic and/or individual perspective: cash flow; earnings; earnings per share; market value added or economic value added; profits; return on assets; return on equity; return on investment; sales; revenue; share price; total shareholders' return; customer satisfaction metrics; and such other goals as the Board may determine from time to time.

There is a clawback mechanism under the 2025 Share Option Scheme. Upon the occurrence of the following events shall occur during the Exercise Period:

- (a) the Grantee fails to effectively perform its duties or is involved in serious misconduct or dereliction of duty;
- (b) a material error or misstatement in the Company's financial statements;
- (c) if the Option is linked to any performance targets and the Directors are of the opinion that there occur any circumstances that show or lead to any of the prescribed performance targets having been assessed or calculated in a materially inaccurate manner; and/or
- (d) any other event occurs as the Board may in its absolute discretion determines,

the Board may clawback such number of Options (to the extent not being exercise) granted or extend the vesting period (regardless of whether the initial vesting date has occurred) in relation to all or any of the Options (to the extent not being exercised) to such longer period. The Options that are clawed back shall be regarded as cancelled accordingly. The Board is of the view that with such clawback mechanism in place, the Company would be able to claw back the equity incentives granted to the Grantees culpable of misconduct, which is in line with the purpose of the 2025 Share Option Scheme and the interest of the Shareholders in general.

# Vesting period

The vesting period for an Option shall not be less than 12 months.

# Basis of determination of the exercise price

The Board will also determine the exercise price in respect of any Option pursuant to the terms of the 2025 Share Option Scheme, which shall be at least the highest of: (i) the closing price per Share as stated in the Stock Exchange's daily quotations sheet on the Offer Date, which must be a business day; and (ii) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five (5) business days immediately preceding the Offer Date.

Based on the above and as disclosed in the announcement of the Company dated 13 November 2025, the exercise price of the Option is HK\$1.89.

#### CONDITIONAL GRANT OF OPTIONS UNDER THE 2025 SHARE OPTION SCHEME

As disclosed in the Announcement, on 13 November 2025, conditional upon the 2025 Share Option Scheme taking effect, the Board has also resolved to grant (i) 32,800,000 Options under the 2025 Share Option Scheme to three executive Directors namely, Mr. Zhou Hongbin, Mr. Lin Zhubo and Mr. Zhou Di; and (ii) a total of 27,800,000 Options under the 2025 Share Option Scheme to 29 other employee participants who are not Directors, chief executives or substantial shareholders of the Company.

Details of the Proposed Grant are as follows:

Date o	f co	nditiona	l grant
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13 November 2025

# Grantees and number of Options granted

Categories of grantees	Number of Options granted
Executive Directors	
Mr. Zhou Hongbin	15,000,000
Mr. Lin Zhubo	15,000,000
Mr. Zhou Di	2,800,000
Sub-total	32,800,000
Employee grantees	
20 other employees	27 800 000

29 other employees 27,800,000

Total 60,600,000

# Total number of Shares to be issued upon exercise of the Options in full

Mr. Zhou Hongbin: 15,000,000 Shares, representing approximately 0.87% of the total issued Shares as of the date of the Announcement

Mr. Lin Zhubo: 15,000,000 Shares, representing approximately 0.87% of the total issued Shares as of the date of the Announcement

Mr. Zhou Di: 2,800,000 Shares, representing approximately 0.16% of the total issued Shares as of the date of the Announcement

Other employee grantees: 27,800,000 Shares, representing approximately 1.61% of the total issued Shares as of the date of the Announcement

# Exercise price

HK\$1.89 per Share, which represents the highest of:

- (i) the closing price of HK\$1.89 per Share on the Offer Date; and
- (ii) the average closing price of HK\$1.81 per Share for the five business days immediately preceding the Offer Date.

# Closing price of the Shares on the Offer Date

HK\$1.89 per Share

# Exercise period

The Options granted may be exercisable at any time upon vesting up to 31 December 2030

# Vesting period of the Options

Subject to the fulfilment of the vesting conditions imposed by the Board on the Options under the Proposed Grant, such Options shall vest according to the following schedule:

- (i) 20% shall be vested on 10 April 2027;
- (ii) 35% shall be vested on 10 April 2028;
- (iii) 30% shall be vested on 10 April 2029; and
- (iv) 15% shall be vested on 10 April 2030.

# Vesting conditions and performance targets

The vesting of the Options under the Proposed Grant is subject to the achievement of the individual's annual performance targets set by the Group for the relevant year. The Company has established an appraisal mechanism which comprises a mixture of key performance indicator components as may be determined by the Board for the purpose of calculating and assessing the fulfilment of performance targets by each of the relevant Grantees. In the event of failure to achieve the performance target for the relevant year, the evaluation may be extended to the following years up until the last vesting date.

# Clawback mechanism

Upon the occurrence of the events including the Grantee being involved in serious misconduct, a material misstatement in the Company's financial statements, the Option being linked to any performance targets which is calculated in a materially inaccurate manner, and/or any other event occurs as the Board may determines, the Board may clawback such number of Options (to the extent not being exercised) granted or extend the vesting period (regardless of whether the initial vesting date has occurred) in relation to all or any of the Options (to the extent not being exercised) to such longer period. The Options that are clawed back shall be regarded as cancelled accordingly.

There is no arrangement for the Group to provide any financial assistance to the Grantees to facilitate the purchase of Shares under the 2025 Share Option Scheme.

Assuming (i) the condition of the Proposed Grant is fulfilled; and (ii) no Shares are issued or cancelled between the date of the Announcement and the Adoption Date, the number of Shares available for future grant (if any) after the Proposed Grant under the Scheme Mandate Limit is 112,255,400 and under the Fixed Limit is nil.

The purpose of the Proposed Grant is to align the Grantees' interests with those of the Group through ownership of Options which are convertible into Shares, and to recognise their contributions for the continuous operations and development of the Group. The number of the Options granted to them was determined with reference to, among others, their past performance and contributions, the market conditions and the potential benefits and/or income they may bring to the Group with the work they are involved in.

The grant of the Options to the above Directors has been approved by the independent non-executive Directors in accordance with Rule 17.04(1) of the Listing Rules and the terms of the 2025 Share Option Scheme. Each of the above Directors had abstained from voting on or approving the resolutions relating to the respective grants to himself.

Save as disclosed above, to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, none of the other Grantees is (i) a Director, chief executive or substantial shareholder of the Company, or any of their respective associates (as defined under the Listing Rules); (ii) a participant with share options granted and to be granted exceeding the 1% individual limit (as defined in Rule 17.03D(1) of the Listing Rules); or (iii) a related entity participant (as defined under the Listing Rules) or a service provider (as defined under the Listing Rules) of the Company.

#### General

As at the Latest Practicable Date, each of Mr. Zhou Hongbin, Mr. Lin Zhubo and Mr. Zhou Di, all being executive Directors, is interested in approximately 63,460,750, 600,000 and 1,434,800 Shares which represent approximately 3.67%, 0.03% and 0.08% of the total issued Shares, respectively. As they are each a proposed grantee under the Proposed Grant, accordingly, each of them and their respective associate(s) shall abstain from voting at the EGM on the resolution in relation to the proposed adoption of the 2025 Share Option Scheme.

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

### DOCUMENT ON DISPLAY

A copy of the rules of the 2025 Share Option Scheme will be published on the respective websites of the Stock Exchange (www.hkexnews.hk) and the Company at (www.ysservice.com.cn) for display for a period of not less than fourteen (14) days before the date of the EGM and the rules of the 2025 Share Option Scheme will be made available for inspection at the EGM.

#### EXTRAORDINARY GENERAL MEETING

The Company will convene the EGM at No.2 Conference Room, 9/F, Building 39 Henderson CIFI Centre, Lane 1088, Shenhong Road, Minhang District, Shanghai, the PRC on Monday, 29 December 2025 at 2:00 p.m. at which resolution will be proposed for the purpose of considering and if thought fit, approving the 2025 Share Option Scheme. The EGM Notice is set out on pages 22 to 24 of this circular.

A form of proxy for use in connection with the EGM is enclosed herewith. If you are unable to attend the meeting, please complete and return the enclosed form of proxy in accordance with the instructions printed thereon as soon as possible to the Company's Hong Kong branch share registrar at Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong and in any event by no later than 2:00 p.m. on Saturday, 27 December 2025, or not less than 48 hours before the time appointed for the holding of any adjourned meeting (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 should you so wish. If you attend and vote at the EGM, the authority of your proxy will be revoked. Pursuant to Rule 13.39(4) of the Listing Rules, voting by the Shareholders at the EGM will be by poll.

#### 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 Group. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

# RECOMMENDATIONS

The Directors consider that the proposed adoption of the 2025 Share Option Scheme is in the best interests of the Company as well as its Shareholders as a whole. Accordingly, the Directors recommend that all Shareholders should vote in favour of the relevant resolution set out in the EGM Notice.

By order of the Board

Ever Sunshine Services Group Limited

Lin Zhong

Chairman

The following is a summary of the principal rules of the 2025 Share Option Scheme but does not form part of, nor was it intended to be, part of the New Shares Option Scheme nor should it be taken as affecting the interpretation of the 2025 Share Option Scheme.

# 1. PURPOSE, DURATION AND ADMINISTRATION OF THE 2025 SHARE OPTION SCHEME

- 1.1 The purpose of the 2025 Share Option Scheme is (i) to motivate the Eligible Participants to work hard for the Group's future development by providing them with an opportunity to acquire the Shares of the Company, thereby promoting long-term stable development of the Group; (ii) to provide the Eligible Participants with incentives and/or rewards for their contributions to the Group; and (iii) to enhance the Group's ability to attract and retain individuals with outstanding skills and extensive experience.
- 1.2 In determining the basis of eligibility of each Eligible Participant, the Board will take into account, among others, (a) the experience and qualification of the Eligible Participant in relation to the Group's business; (b) the length of service of the Eligible Participant with the Group; (c) the level of responsibilities assumed; and (d) the amount of support, assistance, guidance, advice, efforts and contributions the Eligible Participant has exerted and given towards the success of the Group and/or the amount of potential support, assistance, guidance, advice, efforts and contributions the Eligible Participant is likely to be able to give or make towards the success of the Group in the future.
- 1.3 Subject to paragraph 10 and fulfilment of conditions relating to the adoption of the 2025 Share Option Scheme, the 2025 Share Option Scheme shall be valid and effective for the Scheme Period, after which no further Options shall be offered but the provisions of the 2025 Share Option Scheme shall in all other respects remain in full force and effect to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provisions of the 2025 Share Option Scheme and Options granted prior thereto but not yet exercised shall continue to be valid and exercisable in accordance with the 2025 Share Option Scheme.

### 2. GRANT OF OPTION

2.1 The Board shall, subject to and in accordance with the provisions of the 2025 Share Option Scheme and the Listing Rules, be entitled to but shall not be bound, at any time on any business day during the Scheme Period offer to grant an Option to any Selected Participant whom the Board may in its absolute discretion select and subject to such conditions (including, without limitation, the vesting period and/or any performance targets as assessed in accordance with the performance measures as stipulated in the 2025 Share Option Scheme during a specified performance period which must be achieved before an Option can be exercised) as it may think fit.

- 2.2 If the Board determines to offer Options to a Selected 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 Option Scheme and the other share schemes of the Company in any 12-month period up to and including the Offer Date, exceed 1% of the number of Shares in issue (excluding treasury shares, if any) on the Offer Date:
  - (a) that grant shall be subject to (i) the issue of a circular by the Company to its Shareholders which shall comply with Rules 17.03D and 17.06 of the Listing Rules and or such other requirements as prescribed under the Listing Rules from time to time; and (ii) such grant must be separately approved by the Shareholders in general meeting with such Selected Participant and his/her close associates (or his/her associates if the Selected Participant is a connected person) abstaining from voting, and the number and terms of the Option to be further granted to such Grantee must be fixed before Shareholders' approval; and
  - (b) in respect of any Option to be further granted, the date of the Board meeting at which the Board resolves to grant the proposed Options to such Selected Participant shall be taken as the Offer Date for the purpose of calculating the Exercise Price.
- 2.3 If the Board determines to offer an Option to a Selected Participant in accordance with paragraph 2.1, the Board shall forward to such a Selected Participant an offer document in such form as the Board may from time to time determine which states (or, alternatively, documents accompanying the offer document which state), among others:
  - (a) the Selected Participant's name, address and occupation;
  - (b) the Offer Date;
  - (c) the date of accepting the offer for the Option;
  - (d) the number of Shares in respect of which the Option is offered;
  - (e) the Exercise Price and the manner of payment of the Exercise Price for the Shares on and in consequence of the exercise of the Option;
  - (f) the expiry date in relation to that Option;
  - (g) the method of acceptance of the Option which shall, unless the Board otherwise determines, be as set out in paragraph 2.4; and

- (h) such other terms and conditions (including, without limitation, the vesting period and/or any performance targets as assessed in accordance with the Performance Measures during a specified performance period which must be achieved before the Option can be exercised) relating to the offer of the Option which in the opinion of the Board are fair and reasonable but not being inconsistent with the 2025 Share Option Scheme and the Listing Rules.
- 2.4 An Option shall be deemed to have been granted and accepted by the Grantee and to have taken effect when the duplicate offer document constituting acceptance of the Option duly signed by the Grantee, together with a remittance or payment in favor of the Company of HK\$1.00 by way of consideration for the grant thereof; is received by the Company on or before the relevant Acceptance Date. Such remittance or payment shall in no circumstances be refundable.
- 2.5 Save for a transfer to a vehicle (such as a trust or a private company) for the benefit of the Grantee and any family members of such Grantee (including for estate planning or tax planning purposes) that would continue to meet the purpose of the 2025 Share Option Scheme and comply with other requirements of the Listing Rules, in which case a waiver must be obtained from the Stock Exchange, an Option and an offer to grant an Option shall be personal to the Grantee and shall not be transferrable or assignable. No Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favor of any third party over or in relation to any Option held by him/her or any offer relating to the grant of an Option made to him/her or attempt to do so (save that the Grantee may nominate a nominee in whose name the Shares issued pursuant to the 2025 Share Option Scheme may be registered). Any breach of the foregoing shall entitle the Company to cancel any outstanding Options or any part thereof granted to such Grantee.
- 2.6 (a) For so long as the Shares are listed on the Stock Exchange, the Board shall not grant any Option after inside information has come to the knowledge of the Company until it has announced such inside information pursuant to the requirements of the Listing Rules and the Inside Information Provisions of Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong). In particular, no Options shall be granted during the period commencing thirty (30) days immediately preceding the earlier of:
  - (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's annual results or the Company's results for half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
  - (ii) the deadline for the Company to publish an announcement of the Company's annual results or the Company's results for half-year, quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of actual publication of the results for such year, half year, quarterly or interim period (as the case may be).

- (b) Where the grant of Options is to a Director, notwithstanding paragraph 2.6(a) above, no Options shall be granted to the Directors: (i) during the period of sixty (60) days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and (ii) during the period of thirty (30) days immediately preceding the publication date of the quarterly results (if any) and half- year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.
- 2.7 The vesting period for any Options shall not be less than twelve (12) months.

# 3. GRANTING OPTIONS TO A DIRECTOR, CHIEF EXECUTIVE OR SUBSTANTIAL SHAREHOLDER OF THE COMPANY OR ANY OF THEIR RESPECTIVE ASSOCIATES

- 3.1 Subject to the terms of the 2025 Share Option Scheme, if the Board determines to offer to grant Options to a Director, chief executive or substantial shareholder of the Company or any of their respective associates, such grant must be approved by the independent non-executive Directors.
- 3.2 If the Board determines to offer to grant Options to a substantial shareholder of the Company (or any associates thereof) and that grant would result in the number of Shares issued and to be issued in respect of all options and awards granted to such person under the 2025 Share Option Scheme and the other share schemes (excluding any options and awards lapsed in accordance with the terms of such schemes) in the 12-month period up to and including the Offer Date representing in aggregate over 0.1%, or such other percentage as may be from time to time provided under the Listing Rules, of the Shares in issue (excluding treasury shares, if any) on such Offer Date, such further grant shall be subject to the approval of the Shareholders in general meeting in accordance with Rule 17.04(4) of the Listing Rules and/or such other requirements prescribed under the Listing Rules from time to time. The Grantee, his/her associates and all core connected persons of the Company must abstain from voting in favour at such general meeting (except that any such person may vote against the proposed grant provided that his/her intention to do so has been stated in the relevant circular to the Shareholders). The Company must comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules. Unless provided otherwise in the Listing Rules, the date of the Board meeting at which the Board proposes to grant the proposed Options to that Selected Participant shall be taken as the Offer Date for the purpose of calculating the Exercise Price.

### 4. EXERCISE PRICE

The Exercise Price in relation to each Option offered to a Selected Participant shall, subject to the adjustments referred to in paragraph 8, be determined by the Board in its absolute discretion but in any event shall be not less than the highest of:

- (a) the closing price of the Shares as shown in the daily quotations sheet of the Stock Exchange on the Offer Date, which must be a Business Day; and
- (b) the average of the closing prices of the Shares as shown in the daily quotations sheets of the Stock Exchange for the five (5) Business Days immediately preceding the Offer Date.

#### 5. EXERCISE OF OPTIONS

- 5.1 Subject as hereinafter provided, an Option may be exercised by a Grantee at any time or times during the Exercise Period provided that:
  - (a) in the event of the Grantee who is an Eligible Participant by reason of his/ her employment with the Company or any of the Subsidiaries ceasing to be an employee of the Company and/or any of the Subsidiaries for any reason other than on his/her death, ill-health, injury, disability or the termination of his/her employment with the Company and/or any of the Subsidiaries on one or more of the grounds specified in paragraph 6.1(e), the Grantee may exercise the Option up to his/her entitlement at the date of cessation of being an Eligible Participant (to the extent not already exercised) within the period of one month (or such longer period as the Board may determine) following the date of such cessation (which date shall be the last actual working day with the Company or the relevant Subsidiary whether salary is paid in lieu of notice or not);
  - (b) in the case of the Grantee who is an Eligible Participant by reason of his/ her employment with the Company or any of the Subsidiaries ceasing to be an employee of the Company and/or any of the Subsidiaries by reason of death, ill- health, injury or disability (all evidenced to the satisfaction of the Board) and none of the events which would be a ground for termination of his/her employment with the Company and/or any of the Subsidiaries under paragraph 6.1(e) has occurred, the Grantee or the personal representative(s) of the Grantee shall be entitled within a period of three (3) months (or such longer period as the Board may determine) from the date of cessation of being an Eligible Participant or death to exercise the Option in full (to the extent not already exercised);

- (c) if a general offer (whether by way of takeover offer, share repurchase offer or scheme of arrangement or otherwise in like manner) is made to all of holders of Shares (or all such holders of Shares other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror (as defined in the Takeovers Code)), the Company shall use its best endeavours to procure that such offer is extended to all the Grantees (on the same terms mutatis mutandis, and assuming that they shall become, by the exercise in full of the Options granted to them, Shareholders). If such offer, having been approved in accordance with applicable laws and regulatory requirements becomes, or is declared unconditional, the Grantee (or his/her legal personal representative(s)) shall be entitled to exercise his/her Option in full (to the extent not already exercised) at any time within fourteen (14) days after the date on which such general offer becomes or is declared unconditional;
- (d) if a compromise or arrangement between the Company and its members and/or creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Company shall give notice thereof to all the Grantees (together with a notice of the existence of the provisions of this paragraph) on the same day as it despatches to members and/or creditors of the Company a notice summoning the meeting to consider such a compromise or arrangement and any Grantee may by notice in writing to the Company accompanied by a remittance for the full amount of the aggregate subscription price for Shares in respect of which the notice is given (such notice to be received by the Company not later than two (2) Business Days prior to the proposed meeting), exercise the Option to its full extent or to the extent specified in the notice and the Company shall as soon as possible and in any event no later than the business day immediately prior to the date of the proposed meeting, issue such number of Shares to the Grantee which falls to be issued (if any) on such exercise of the Option credited as fully paid and register the grantee as holder thereof. With effect from the date of such meeting, the rights of all Grantees to exercise their respective Options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all Options shall, to the extent that they have not been exercised, lapse and determine. If for any reason such compromise or arrangement does not become effective and is terminated or lapses, the rights of Grantees to exercise their respective Options shall with effect from such termination be restored in full but only upon the extent not already exercised and shall become exercisable as if such compromise or arrangement had not been proposed by the Company and no claim shall lie against the Company or any of its officers for any loss or damage sustained by any Grantee as a result of the aforesaid suspension; and

- (e) in the event a notice is given by the Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind up the Company, the Company shall on the same date as or soon after it despatches such notice to each member of the Company give notice thereof to all Grantees and thereupon, each Grantee (or in the case of the death of the Grantee, his/her personal representative(s)) shall be entitled to exercise all or any of his/her Options at any time not later than two (2) business days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance or payment for the full amount of the aggregate Exercise Price for the Shares in respect of which the notice is given, whereupon the Company shall as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid and register the Grantee as holder thereof.
- 5.2 The Share(s) to be issued and allotted in respect of an Option under the 2025 Share Option Scheme will be subject to all the provisions of the Articles of Association for the time being in force and will rank *pari passu* in all respects with the fully paid Shares in issue on the same date. For the avoidance of doubt, a Grantee shall not have any interest or rights (including the right to vote or receive dividends or cash income) in any underlying Shares until the Options are vested in the Grantee.

# 6. LAPSE OF OPTION

An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

- (a) the Expiry Date relevant to that Option;
- (b) the expiry of any of the periods referred to in paragraph 5.1(a), (b), (c), (d) or (e);
- (c) the date on which the scheme of arrangement of the Company referred to in paragraph 5.1(d) becomes effective;
- (d) subject to paragraph 5.1(e), the date of commencement of the winding-up of the Company;
- (e) the date on which the Grantee ceases to be an Eligible Participant by reason of such Grantee's resignation from the employment with the Company and/or any of the subsidiaries or the termination of his/her employment or contract with the Company and/or any of the subsidiaries on any one or more of the following grounds:
  - (i) that he/she has been guilty of misconduct;

- (ii) that he/she has been convicted of any criminal offence involving his/her integrity or honesty or in relation to an employee of the Company and/or any of the subsidiaries (if so determined by the Board);
- (iii) that he/she has become insolvent, bankrupt or has made arrangements or compositions with his/her creditors generally; or
- (iv) on any other ground as determined by the Board that would warrant the termination of his/her employment at common law or pursuant to any applicable laws or under the Grantee's service contract with the Company or the relevant subsidiary. A resolution of the Board or the board of directors of the relevant subsidiary to the effect that the relationship of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph shall be conclusive; and
- (f) the date on which the Board shall exercise the Company's right to cancel the Option at any time after the Grantee commits a breach under the terms of the 2025 Share Option Scheme or the Options are cancelled in accordance with paragraph 11.

#### 7. NUMBER OF SHARES AVAILABLE FOR GRANT

Unless further approval has been obtained pursuant to terms of the 2025 Share Option Scheme, (i) the maximum number of Shares in respect of which options may be granted under the 2025 Share Option Scheme and all options and awards to be granted under any other share schemes of the Company must not in aggregate exceed 172,855,400 Shares, representing 10% of the total number of Shares in issue (excluding treasury shares, if any) (the "Scheme Mandate Limit") as at the Adoption Date; and (ii) the maximum number of Shares in respect of which options may be granted under the 2025 Share Option Scheme must not in aggregate exceed 60,600,000 Shares, representing approximately 3.51% of the total number of Shares in issue (excluding treasury shares, if any) (the "Fixed Limit"). The Company may either issue new Shares or transfer treasury shares to the relevant grantee to satisfy the awards upon exercise of the Options.

# 8. EFFECT OF ALTERATIONS TO CAPITAL

- 8.1 In the event of any alteration in the capital structure of the Company whether by way of capitalization issue, rights issue, consolidation, sub-division or reduction of share capital, the Company will make adjustments in accordance with the respective formulas set out in the Appendix 1 to Frequently Asked Questions FAQ13 No.16 issued by the Stock Exchange in November 2020 (Last updated in June 2024)(including its subsequent further updates) which must give a Selected Participant the same proportion of the equity capital, rounded to the nearest whole Shares, as that to which that person was previously entitled, but no such adjustments may be made to the extent that a Share would be issued at less than its nominal value (if any). The issue of securities as consideration in a transaction may not be regarded as a circumstance requiring adjustment.
- 8.2 In respect of any adjustments required by paragraph 8.1, other than any made on a capitalisation issue, the auditors of the Company or the approved independent financial advisor, as the case may be, shall confirm to the Board in writing that the adjustments

satisfy the requirements set out in Rule 17.03(13) of the Listing Rules and the note thereto and the Appendix 1 to Frequently Asked Questions FAQ13 No.16 issued by the Stock Exchange in November 2020 (Last updated in June 2024)(including its subsequent further updates).

# 9. ALTERNATION OF THE 2025 SHARE OPTION SCHEME

The terms and conditions of the 2025 Share Option Scheme and the regulations for the administration and operation of the 2025 Share Option Scheme (provided that the same are not inconsistent with the 2025 Share Option Scheme and the Listing Rules) may be altered in any respect by resolution of the Board except that:

- (a) any alterations to the terms and conditions of the 2025 Share Option Scheme which are of a material nature or any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of participants must be approved by the Shareholders in general meeting;
- (b) any change to the terms of Options granted to a participant must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Options was approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be). This requirement does not apply where the alterations take effect automatically under the existing terms of the 2025 Share Option Scheme; and
- (c) any change to the authority of the Directors or scheme administrators to alter the terms of the 2025 Share Option Scheme must be approved by the Shareholders in general meeting.

PROVIDED THAT the amended terms of the 2025 Share Option Scheme or the Options shall remain in compliance with Chapter 17 of the Listing Rules.

#### 10. TERMINATION

The Company may by resolution in general meeting or the Board at any time terminate the operation of the 2025 Share Option Scheme and in such event no further Options shall be offered but the provisions of the 2025 Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any Option granted prior to the termination or otherwise as may be required in accordance with the provisions of the 2025 Share Option Scheme. Options granted prior to such termination but not yet exercised at the time of termination shall continue to be valid and exercisable in accordance with the 2025 Share Option Scheme.

# 11. CANCELLATION OF OPTIONS

Any cancellation of Options granted but not exercised must be approved by the Grantees of the relevant Options in writing. For the avoidance of doubt, such approval is not required in the event any Option is cancelled due to a breach or a clawback. Where the Company cancels Options, the grant of new options to the same Grantee may only be made under the 2025 Share Option Scheme within the Scheme Mandate Limit and the Fixed Limit (or the refreshment thereof).

# 12. CLAWBACK

Notwithstanding the terms and conditions of the 2025 Share Option Scheme, the Board has the authority to provide that any Option shall be subject to a clawback if any of the following events shall occur during the Exercise Period:

- (a) the Grantee fails to effectively perform its duties or is involved in serious misconduct or dereliction of duty;
- (b) a material error or misstatement in the Company's financial statements;
- (c) if the Option is linked to any performance targets and the Directors are of the opinion that there occur any circumstances that show or lead to any of the prescribed performance targets having been assessed or calculated in a materially inaccurate manner; and/or
- (d) any other event occurs as the Board may in its absolute discretion determines,

the Board may, (but is not obliged to) by notice in writing to the Grantee concerned (i) claw back such number of Options (to the extent not being exercised) granted as the Board may consider appropriate; or (ii) extend the vesting period (regardless of whether the initial vesting date has occurred, if applicable) in relation to all or any of the Options (to the extent not being exercised) to such longer period as the Board may consider appropriate. The Options that are clawed back pursuant to this clause shall be regarded as cancelled and the Options so cancelled shall be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and the Fixed Limit (or the New Scheme Limits, as the case may be).



# Ever Sunshine Services Group Limited 永升服务集团有限公司

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 1995)

NOTICE IS HEREBY GIVEN that the extraordinary general meeting (the "Extraordinary General Meeting") of Ever Sunshine Services Group Limited (the "Company") will be held at No.2 Conference Room, 9/F, Building 39 Henderson CIFI Centre, Lane 1088, Shenhong Road, Minhang District, Shanghai, the PRC on Monday, 29 December 2025 at 2:00 p.m. for the following purpose:

#### ORDINARY RESOLUTION

To consider and, if thought fit, pass the following resolution (with or without modifications) as ordinary resolution of the Company:

#### "THAT

- (a) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited (the "Stock Exchange") granting the approval for the listing of, and permission to deal in, the shares of the Company which may fall to be issued and allotted pursuant to any share options that may be exercised under the share option scheme of the Company (the terms of which are contained in the document marked "A" produced to this meeting and signed by the chairman of this meeting for the purpose of identification) (the "2025 Share Option Scheme"), the 2025 Share Option Scheme be and is hereby approved and adopted and that any director of the Company be and is hereby authorised to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the 2025 Share Option Scheme including without limitation:
  - (i) to administer the 2025 Share Option Scheme, or to delegate the authority to the Committee (as defined in the 2025 Share Option Scheme) or one or more persons, entities or contractors, who may be appointed by the Board from time to time to administer the 2025 Share Option Scheme under which share options will be granted to eligible participants under the 2025 Share Option Scheme;
  - (ii) to modify and/or amend the 2025 Share Option Scheme from time to time provided that such modification and/or amendment is effected in accordance with the provisions of the 2025 Share Option Scheme relating to modification and/or amendment and subject to Chapter 17 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "Listing Rules");

# NOTICE OF THE EGM

- (iii) to grant share options under the 2025 Share Option Scheme and to issue and allot or transfer from time to time such number of Shares as may be required to be issued and allotted or transferred pursuant to the share options under the 2025 Share Option Scheme and subject to the Listing Rules;
- (iv) to make application at the appropriate time or times to the Stock Exchange for the listing of, and permission to deal in any Shares which may thereafter from time to time be issued and allotted pursuant to the share options under the 2025 Share Option Scheme; and
- (v) to consent, if they deem fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the 2025 Share Option Scheme; and
- (b) the Scheme Mandate Limit (being 10% of the total number of the Shares (excluding treasury shares) in issue as at the date of passing of this resolution) and the Fixed Limited (being 60,600,000 underlying Shares to be alloted and issued in respect of the share options granted under the 2025 Share Option Scheme) both as defined in the circular of the Company dated 4 December 2025 be and are hereby approved and adopted and that any director of the Company be and is hereby authorised 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 he/she may consider necessary, desirable or expedient to effect and implement the Scheme Mandate Limit and the Fixed Limited."

By Order of the Board

Ever Sunshine Services Group Limited

Lin Zhong

Chairman

Hong Kong, 4 December 2025

# NOTICE OF THE EGM

Registered office: Cricket Square, Hutchins Drive PO Box 2681 Grand Cayman, KY1-1111 Cayman Islands Principal place of business in Hong Kong: 40th Floor, Dah Sing Financial Centre No. 248 Queen's Road East Wanchai, Hong Kong

#### Notes:

- 1. A shareholder entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint another person as his/her proxy to attend and vote instead of him/her; a proxy need not be a shareholder of the Company..
- 2. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the vote(s) of the other joint holder(s) and for this purpose seniority shall be determined as that one of the said persons so present whose name stands first on the register in respect of such share shall alone be entitled to vote in respect thereof.
- 3. In order to be valid, a form of proxy must be deposited the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with the power of attorney or other authority (if any) under which it is signed (or a notarially certified copy thereof) not less than 48 hours before the time appointed for the holding of the Extraordinary General Meeting or any adjournment thereof. The completion and return of the form of proxy shall not preclude shareholders of the Company from attending and voting in person at the Extraordinary General Meeting (or any adjourned meeting thereof) if they so wish and in such event, the proxy form shall be deemed to be revoked.
- 4. For the purpose of ascertaining Shareholders' entitlement to attend and vote at the Extraordinary General Meeting, the transfer books and register of members will be closed from Monday, 22 December 2025 to Monday, 29 December 2025 both days inclusive, during which period no share transfers can be registered. The record date for determining Shareholders' entitlement to attend and vote at the Extraordinary General Meeting will be Monday, 29 December 2025. In order to be eligible to attend and vote at the Extraordinary General Meeting, all share transfer documents accompanied by the relevant share certificates must be lodged with the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, not later than 4:30 p.m. on Friday, 19 December 2025.
- 5. References to time and dates in this notice are to Hong Kong time and dates..

As at the date of this notice, the executive directors of the Company are Mr. LIN Zhong, Mr. ZHOU Hongbin, Mr. LIN Zhubo and Mr. ZHOU Di; the non-executive director of the Company is Ms. CUI Xiaoqing; and the independent non-executive directors of the Company are Mr. MA Yongyi, Mr. YU Tiecheng and Mr. CHEUNG Wai Chung.