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If you have sold or transferred all your shares in L.K. Technology Holdings Limited, 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 transferee.

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力勁科技集團有限公司
L.K. Technology Holdings Limited
(Incorporated in the Cayman Islands with limited liability)
(Stock code: 558)

**PROPOSED ADOPTION OF THE SHARE INCENTIVE SCHEME OF
SHENZHEN LK; AND
NOTICE OF EXTRAORDINARY GENERAL MEETING**

A notice convening the EGM to be held at 7/F, Wheelock House, 20 Pedder Street, Central, Hong Kong on Friday, 22 December 2023, at 10:00 a.m. is set out on pages EGM-1 to EGM-3 of this circular. Whether or not you are able to attend the EGM, you are requested to complete the form of proxy accompanying the notice of the EGM in accordance with the instructions printed thereon and return it to the Hong Kong branch share registrar and transfer office of the Company, Computershare Hong Kong Investor Services Limited, 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for holding the EGM or any adjourned meeting. Completion and return of the form of proxy will not preclude you from attending the EGM or any adjournment thereof and voting in person if you so wish and in such event, the form of proxy will be deemed to be revoked.

6 December 2023

DEFINITIONS

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

“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Award(s)”	an award of restricted shares pursuant to the Share Incentive Scheme
“Board”	the board of Directors
“close associate(s)”	has the meaning ascribed to it under the Listing Rules
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Company”	L.K. Technology Holdings Limited, a company incorporated in the Cayman Islands with limited liability, whose shares are listed on the Stock Exchange
“Director(s)”	the director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be held at 7/F, Wheelock House, 20 Pedder Street, Central, Hong Kong on Friday, 22 December 2023 at 10:00 a.m. (or any adjournment thereof)
“Employee Stock Ownership Platform(s)”	a limited partnership, a company with limited liability or other form of entity established or to be established as the employee stock ownership platform for the purpose of the Share Incentive Scheme
“ESOP Capital Increase”	has meaning ascribed to it in “Letter from the Board – II. Proposed Adoption of the Share Incentive Scheme of Shenzhen LK – Employee Stock Ownership Platforms”
“ESOP Capital Increase Consideration”	has meaning ascribed to it in “Letter from the Board – II. Proposed Adoption of the Share Incentive Scheme of Shenzhen LK – Employee Stock Ownership Platforms”
“FIIF”	Future Industry Investment Fund II (先進製造產業投資基金二期 (有限合夥)), a limited partnership established in the PRC in 2019
“Good Faith Termination of Employment”	has the meaning ascribed to it in “18. Clawback Mechanism” in Appendix I to this circular
“Grant Date”	has the meaning ascribed to it in “10. Lock-up Period” in Appendix I to this circular

DEFINITIONS

“Grant Letter”	has the meaning ascribed to it in “11. Grant of Awards” in Appendix I to this circular
“Grant Price”	has the meaning ascribed to it in “12. Grant Price and its Determination Basis” in Appendix I to this circular
“Grantee(s)”	the person(s) to whom the restricted shares are granted pursuant to the Share Incentive Scheme
“Group”	the Company and its subsidiaries
“Initial Grant”	has the meaning ascribed to it in “10. Lock-up Period” in Appendix I to this circular
“Initial Grant Date”	has the meaning ascribed to it in “10. Lock-up Period” in Appendix I to this circular
“Latest Practicable Date”	1 December 2023, being the latest practicable date prior to the printing of this circular 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
“Lius’ ESOP”	a company with limited liability to be incorporated under the laws of Hong Kong, which is expected to be held by Mr. Liu ZM and Miss Liu as to 50% each
“LK Machinery”	L.K. Machinery (Shenzhen) Co., Ltd. (力勁機械(深圳)有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“Lock-up Period”	has the meaning ascribed to it in “10. Lock-up Period” in Appendix I to this circular
“Malicious Termination of Employment”	has the meaning ascribed to it in “18. Clawback Mechanism” in Appendix I to this circular
“Management Committee”	has the meaning ascribed to it in “4. Administration of the Share Incentive Scheme” in Appendix I to this circular
“Miss Liu”	Miss Liu Ying Ying, a daughter of Ms. Chong and Mr. Liu SS, and a sister of Mr. Liu ZM
“Mr. Liu SS”	Mr. Liu Siong Song, the spouse of Ms. Chong, and the father of Mr. Liu ZM and Miss Liu

DEFINITIONS

“Mr. Liu ZM”	Mr. Liu Zhuo Ming, the chief executive officer and an executive Director, and a son of Ms. Chong and Mr. Liu SS, and a brother of Miss Liu
“Ms. Chong”	Ms. Chong Siw Yin, the chairperson of the Board and an executive Director, the spouse of Mr. Liu SS, and the mother of Mr. Liu ZM and Miss Liu
“Power Excel”	Power Excel International Limited (力卓國際有限公司), a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
“PRC” or “China”	the People’s Republic of China, excluding for the purposes of this circular only, Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan
“Remuneration Committee”	the remuneration committee of the Company
“restricted share(s)”	the restricted share(s) under the Share Incentive Scheme, which are in the form of equity interest in the Employee Shareholding Platform(s)
“RMB”	Renminbi, the lawful currency of the PRC
“Repurchase Event”	has the meaning ascribed to it in “18. Clawback Mechanism” in Appendix I to this circular
“Scheme Mandate Limit”	has the meaning ascribed to it in “7. Scheme Mandate Limit” in Appendix I to this circular
“Scheme Validity Period”	has the meaning ascribed to it in “3. Validity Period of the Share Incentive Scheme” in Appendix I to this circular
“Service Period”	has the meaning ascribed to it in “10. Lock-up Period” in Appendix I to this circular
“Share(s)”	ordinary share(s) of HK\$0.10 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Share Incentive Scheme”	the employee share incentive scheme of Shenzhen LK to be considered and approved by the Shareholders at the EGM

DEFINITIONS

“Shenzhen Lichang ESOP”	Shenzhen Lichang Investment Partnership (Limited Partnership)* (深圳市力昌投資合夥企業(有限合夥)), a limited partnership established in the PRC in 2023
“Shenzhen LK”	Shenzhen L.K. Technology Co., Ltd.* (深圳力勁科技有限公司), a company incorporated in the PRC with limited liability and an indirect subsidiary of the Company as at the Latest Practicable Date
“Shenzhen LK Group”	Shenzhen LK, its subsidiaries and/or their branches
“Subsequent Grant”	has the meaning ascribed to it in “10. Lock-up Period” in Appendix I to this circular
“substantial shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Unlocking Conditions”	has the meaning ascribed to it in “10. Lock-up Period” in Appendix I to this circular
“Unlocking Day”	has the meaning ascribed to it in “10. Lock-up Period” in Appendix I to this circular
“%”	per cent

LETTER FROM THE BOARD



力勁科技集團有限公司
L.K. Technology Holdings Limited
(Incorporated in the Cayman Islands with limited liability)
(Stock code: 558)

Executive Directors:

Ms. Chong Siw Yin (*Chairperson*)
Mr. Liu Zhuo Ming (*Chief Executive Officer*)
Mr. Tse Siu Sze

Independent Non-executive Directors:

Dr. Low Seow Chay
Dr. Lui Ming Wah, *SBS, JP*
Mr. Tsang Yiu Keung, Paul
Mr. Look Andrew

Registered Office:

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

*Principal Place of Business
in Hong Kong:*

Unit A, 8th Floor
Mai Wah Industrial Building
1-7 Wah Sing Street
Kwai Chung
New Territories
Hong Kong

6 December 2023

To the Shareholders

Dear Sir or Madam,

**PROPOSED ADOPTION OF THE SHARE INCENTIVE SCHEME OF
SHENZHEN LK; AND
NOTICE OF EXTRAORDINARY GENERAL MEETING**

I. INTRODUCTION

Reference is made to the announcement of the Company dated 9 November 2023 (the “**Announcement**”) in relation to, among others, the proposed adoption of the Share Incentive Scheme of Shenzhen LK.

The purpose of this circular is to provide the Shareholders with information in respect of the resolution to be proposed at the EGM to be held on Friday, 22 December 2023 to enable you to make an informed decision on voting in respect of the proposed resolution at the EGM. For the details of the proposed resolution at the EGM, please refer to the notice of the EGM.

LETTER FROM THE BOARD

II. PROPOSED ADOPTION OF THE SHARE INCENTIVE SCHEME OF SHENZHEN LK

As disclosed in the Announcement, the Board has proposed to adopt the Share Incentive Scheme of Shenzhen LK.

Purpose of the Share Incentive Scheme

The purpose of the Share Incentive Scheme is to (i) reward and recognise any suitable individuals who are directors and/or employees of the Shenzhen LK Group; (ii) enhance the sense of ownership and corporate belonging among employees, especially core employees of the Shenzhen LK Group; (iii) enable a large number of employees to share in the substantial returns brought about by the development of Shenzhen LK; (iv) establish a team with clear goals, united in their efforts, and with a strong cohesion of stable and excellent management, to enhance Shenzhen LK's core competitiveness, and ensure the implementation of Shenzhen LK's development strategy and business objectives; and (v) further improve Shenzhen LK's governance structure and perfect Shenzhen LK's incentive mechanism.

Employee Stock Ownership Platforms

The incentive method of the Share Incentive Scheme is that the Employee Stock Ownership Platforms subscribe for equity interest in Shenzhen LK by undergoing a capital injection, and the Grantees will indirectly hold the equity interest of Shenzhen LK under the Share Incentive Scheme by way of holding restricted shares in the Employee Stock Ownership Platforms.

Subject to the approvals of the directors and/or shareholders of Shenzhen LK, and/or the Shareholders at the general meetings of the Company, and the compliance with the Listing Rules, the Employee Stock Ownership Platforms may subscribe for additional equity interest in Shenzhen LK, by undergoing further capital injections, as the source of shares under the Share Incentive Scheme.

Proposed establishment of the Employee Stock Ownership Platforms

For the purpose of the implementation of the Share Incentive Scheme of Shenzhen LK, it is proposed that, initially, two Employee Stock Ownership Platforms, namely, Shenzhen Lichang ESOP and Lius' ESOP, will be established upon the approval of the adoption of the Share Incentive Scheme by the Shareholders at the EGM. Shenzhen Lichang ESOP and Lius' ESOP will enter into a capital increase agreement to make capital contributions for the subscription of a registered capital of RMB24,936,635 of Shenzhen LK in aggregate (the "**ESOP Capital Increase**"), representing the maximum amount of equity interest of Shenzhen LK to be granted to the Grantees under the Share Incentive Scheme (the "**Maximum Grant Equity Interest**"). For further details, please refer to "6. Proposed Amount of Grants" in Appendix I to this circular. Further Employee Stock Ownership Platforms will be established, which will subscribe to the equity interest in Shenzhen Lichang ESOP, upon further grants made under the Share Incentive Scheme.

LETTER FROM THE BOARD

The table below sets forth the shareholding structure of Shenzhen LK (i) immediately before the ESOP Capital Increase; and (ii) immediately upon the completion of the ESOP Capital Increase, assuming that there will be no change in the registered capital of Shenzhen LK from the Latest Practicable Date up to the date of the completion of the ESOP Capital Increase:

Name of shareholder of Shenzhen LK	Immediately before the ESOP Capital Increase		Immediately upon the completion of the ESOP Capital Increase	
	Capital contribution (RMB million)	Shareholding (approximate %)	Capital contribution (RMB million)	Shareholding (approximate %)
Power Excel	422.53	76.34	422.53	73.05
LK Machinery	76.20	13.77	76.20	13.17
FHIF	54.75	9.89	54.75	9.47
Shenzhen Lichang ESOP	—	—	23.84	4.12
Lius' ESOP	—	—	1.10	0.19
Total	553.48	100.00	578.42	100.00

Upon the completion of the ESOP Capital Increase and until the vesting of the restricted shares to the relevant Grantees pursuant to the Initial Grant (including the Proposed Grants (as defined hereinbelow)), Shenzhen Lichang ESOP and Lius' ESOP will hold the relevant equity interest in Shenzhen LK as nominees.

Shareholding structures of the Employee Stock Ownership Platforms

Shenzhen Lichang ESOP

As at the Latest Practicable Date, Shenzhen Lichang ESOP is a limited partnership established in the PRC in 2023. Shenzhen Lichang ESOP is owned by Shenzhen Lichuang Financial Consulting Co., Ltd.* (深圳市力創財務諮詢有限責任公司) (“**Shenzhen Lichuang**”), as the general partner, as to approximately 99.32%, and owned by Shenzhen LK No. 2 Investment Partnership Enterprise (Limited Partnership)* (深圳市力勁貳號投資合夥企業(有限合夥)) (“**Shenzhen LK No. 2 LP**”), as the sole limited partner, as to approximately 0.68%, as at the Latest Practicable Date. As the general partner, Shenzhen Lichuang shall have exclusive responsibility for the operation of Shenzhen Lichang ESOP, the management, conduct and control of its business and affairs, and shall make all investments and other decisions on behalf of the partnership, as deemed necessary, appropriate or advisable by the general partner.

As at the Latest Practicable Date, Shenzhen Lichuang is owned by Mr. Zhang Jun (張均先生), Ms. Pan Lingling (潘玲玲女士), and Ms. Li Yan (李艷女士) as to 33.34%, 33.33% and 33.33%, respectively. Each of Mr. Zhang Jun and Ms. Pan Lingling is a director of Shenzhen LK, whereas Ms. Li Yan is the secretary to the board of directors of Shenzhen LK, as at the Latest Practicable Date.

LETTER FROM THE BOARD

As at the Latest Practicable Date, Shenzhen LK No. 2 LP is owned by Shenzhen Lichuang, as the general partner, as to approximately 0.10%, and owned by seven employees of Shenzhen LK as to approximately 99.90% in aggregate. As the general partner, Shenzhen Lichuang shall have exclusive responsibility for the operation of Shenzhen LK No. 2 LP, the management, conduct and control of its business and affairs, and shall make all investments and other decisions on behalf of the partnership, as deemed necessary, appropriate or advisable by the general partner.

Lius' ESOP

As at the Latest Practicable Date, Lius' ESOP has yet to be established. Lius' ESOP, when established, is expected to be a company with limited liability incorporated under the laws of Hong Kong, and will be held as to 50% by Mr. Liu ZM and 50% by Miss Liu. Mr. Liu ZM and Miss Liu are the son and the daughter of Ms. Chong and Mr. Liu SS. Mr. Liu ZM is also an executive Director. Miss Liu is also a director in several subsidiaries of the Company.

Grant mechanism under the Share Incentive Scheme

Upon a grant under the Share Incentive Scheme, the Grantee will indirectly hold the equity interest of Shenzhen LK by way of holding restricted shares in Shenzhen Lichang ESOP, which may or may not through a limited partnership, a company with limited liability or other form of entity established or to be established, which in turn holds the equity interests in Shenzhen Lichang ESOP. For Mr. Liu ZM and Miss Liu, each of them will hold the restricted shares in Lius' ESOP.

Grants under the Share Incentive Scheme will be funded by the Grantees' own and/or self-raised funds, where funds received from the Initial Grant will be used to settle the consideration of the ESOP Capital Increase. As at the Latest Practicable Date, save for the Proposed Grants (as defined hereinbelow), the identities of the Grantees and the number of restricted shares to be granted under the Initial Grant have not been ascertained. Accordingly, the consideration of the ESOP Capital Increase will not be settled unless and until the Initial Grant (including the Proposed Grants) is made pursuant to the terms of the Share Incentive Scheme, and when funds are received from Grantees of the Initial Grant (including the Proposed Grants).

Proposed grants

As at the Latest Practicable Date, it is proposed that grants will be made to Mr. Liu ZM, Miss Liu, and the seven employees of Shenzhen LK under the Share Incentive Scheme as a result of the initial structure of the Employee Stock Ownership Platforms and the ESOP Capital Increase (the "**Proposed Grants**").

Pursuant to the Proposed Grants, each of Mr. Liu ZM and Miss Liu is expected to be granted restricted shares representing approximately 0.095% and 0.095%, respectively, of the enlarged registered capital of Shenzhen LK upon the completion of the ESOP Capital Increase, and the seven employees of Shenzhen LK are expected to be granted restricted shares representing approximately 0.03% in aggregate of the enlarged registered capital of Shenzhen LK upon the completion of the ESOP Capital Increase.

LETTER FROM THE BOARD

The Proposed Grants are subject to approvals of the board of directors of Shenzhen LK, the Board of the Company, and/or the Shareholders at the general meeting of the Company, where applicable.

The Proposed Grants shall form part of the Initial Grant, and further grants will be made under the Initial Grant. As at the Latest Practicable Date, other than the Proposed Grants, the identities of the proposed Grantees and the number of restricted shares to be granted under the Initial Grant have not been ascertained. Where the Maximum Grant Equity Interest is not used up after the Initial Grant, such remainder of the equity interest shall become “reserved restricted shares”, which shall be granted before Shenzhen LK’s base date of application for listing on a stock exchange in accordance with the terms of the Share Incentive Scheme. The Company will make further announcement(s) in relation to the Proposed Grants, the Initial Grant, such other further grants (if any) under the Share Incentive Scheme, and their details pursuant to Chapter 17 of the Listing Rules as and when necessary.

General

The Directors (including the independent non-executive Directors) are of the view that the adoption of the Share Incentive Scheme will realise the aforesaid goals, and that the terms and conditions of the Share Incentive Scheme are on normal commercial terms, and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

The Share Incentive Scheme of Shenzhen LK constitutes a “Share Scheme” governed by Chapter 17 of the Listing Rules. Since Shenzhen LK constitutes a principal subsidiary of the Company for the purpose of Chapter 17 of the Listing Rules, the adoption of the Share Incentive Scheme is subject to the approval of the Shareholders at the EGM.

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

A summary of the rules of the Share Incentive Scheme is set out in Appendix I to this circular.

A copy of the Share Incentive Scheme will be published on the websites of the Stock Exchange (www.hkexnews.hk) and the Company (www.lk.world) for display for a period of not less than 14 days before the date of EGM and will be made available for inspection at the EGM.

III. CLOSURE OF REGISTER OF MEMBERS

For determining the entitlement to attend and vote at the EGM to be held on Friday, 22 December 2023, the register of members of the Company will be closed from Wednesday, 20 December 2023 to Friday, 22 December 2023 (both days inclusive), during which period no transfer of Shares of the Company will be registered. In order to qualify for attendance and voting at the EGM, all transfers of Shares of the Company accompanied by the relevant share certificates must be lodged with the Hong Kong branch share registrar and transfer office of the Company, Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on Tuesday, 19 December 2023.

LETTER FROM THE BOARD

IV. EGM

The notice of the EGM is set out on pages EGM-1 to EGM-3 of this circular. At the EGM, a resolution will be proposed to approve, *inter alia*, the proposed adoption of the Share Incentive Scheme of Shenzhen LK.

A form of proxy for use at the EGM is enclosed with this circular. To be valid, the form of proxy, together with the power of attorney or other authority, if any, under which it is signed, or a certified copy of that power or authority must be deposited at the Hong Kong branch share registrar and transfer office of the Company, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending the EGM or any adjourned meeting thereof and voting in person if you so wish and in such event, the form of proxy will be deemed to be revoked.

According to Rule 13.39(4) of the Listing Rules, apart from certain exceptions, any vote of Shareholders at a general meeting must be taken by poll. On a poll, every Shareholder present in person or by proxy (or being a corporation by its duly authorised representative) shall have one vote for each Share registered in his/her/its name in the register of members. A Shareholder entitled to more than one vote needs not use all his/her/its votes or cast all the votes he/she/it has in the same manner. The chairman of the EGM will explain the detailed procedures for conducting a poll at the EGM.

V. RECOMMENDATION

The Directors consider that the proposed adoption of the Share Incentive Scheme of Shenzhen LK is in the best interests of the Company and the Shareholders. Accordingly, the Directors recommend the Shareholders to vote in favour of the relevant resolution to be proposed at the EGM.

VI. 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 aspects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

VII. GENERAL INFORMATION

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

Yours faithfully
On behalf of the Board
L.K. Technology Holdings Limited
Chong Siw Yin
Chairperson

The following is a summary of the rules of the Share Incentive Scheme of Shenzhen LK to provide sufficient information to Shareholders for their consideration of the Share Incentive Scheme of Shenzhen LK proposed to be adopted at the EGM. It does not form part of, nor is it intended to be part of the rules of the Share Incentive Scheme of Shenzhen LK.

1. PURPOSE OF THE SHARE INCENTIVE SCHEME

The purpose of the Share Incentive Scheme is to (i) reward and recognise any suitable individuals who are directors and/or employees of the Shenzhen LK Group; (ii) enhance the sense of ownership and corporate belonging among employees, especially core employees of the Shenzhen LK Group; (iii) enable a large number of employees to share in the substantial returns brought about by the development of Shenzhen LK; (iv) establish a team with clear goals, united in their efforts, and with a strong cohesion of stable and excellent management, to enhance Shenzhen LK's core competitiveness, and ensure the implementation of Shenzhen LK's development strategy and business objectives; and (v) further improve Shenzhen LK's governance structure and perfect Shenzhen LK's incentive mechanism.

2. GRANTEES OF THE SHARE INCENTIVE SCHEME AND THE BASIS OF DETERMINING THE GRANTEES

The Grantees of the Share Incentive Scheme are to be determined based on relevant laws, regulations, normative documents such as the Company Law of the PRC, the articles of association of Shenzhen LK and the Listing Rules, and based on the actual circumstances of Shenzhen LK.

On the premise of not violating the aforementioned principles, the Grantees of the Share Incentive Scheme should be, subject to the approval by the Management Committee the directors and employees of the Shenzhen LK Group.

3. VALIDITY PERIOD OF THE SHARE INCENTIVE SCHEME

The validity and effectiveness of the Share Incentive Scheme shall not exceed 10 years from the date on which the Share Incentive Scheme is approved by the board of directors of Shenzhen LK, the Board and the general meeting of the Company (the "**Scheme Validity Period**").

4. ADMINISTRATION OF THE SHARE INCENTIVE SCHEME

The administrator of the Share Incentive Scheme (the "**Management Committee**") is the board of directors of Shenzhen LK or management personnel authorised by the board of directors of Shenzhen LK. For the purpose of the Share Incentive Scheme, the initial Management Committee appointed by the board of directors of Shenzhen LK comprises Mr. Zhang Jun (張均先生), Ms. Pan Lingling (潘玲玲女士), and Ms. Li Yan (李艷女士). Each of Mr. Zhang Jun and Ms. Pan Lingling is a director of Shenzhen LK, whereas Ms. Li Yan is the secretary to the board of directors of Shenzhen LK, as at the Latest Practicable Date.

The Management Committee has the authority to implement, manage, and interpret the Share Incentive Scheme and related documents. Any decisions, rulings, or interpretations made by the Management Committee related to the implementation of the Share Incentive Scheme shall be the final decisions, rulings, or interpretations and are binding on all Grantees.

Any decisions, rulings, or interpretations made by the Management Committee related to the implementation of the Share Incentive Scheme require the approval of more than half of the Management Committee.

5. SHARE INCENTIVE METHOD AND SOURCE OF SHARES

The incentive method of the Share Incentive Scheme is that the Employee Stock Ownership Platforms subscribe for equity interest in Shenzhen LK by undergoing a capital injection, and the Grantees will indirectly hold the equity interest of Shenzhen LK under the Share Incentive Scheme by way of holding restricted shares in the Employee Stock Ownership Platforms.

Subject to the approvals of the directors and/or shareholders of Shenzhen LK, and/or the Shareholders at the general meetings of the Company, and the compliance with the Listing Rules, the Employee Stock Ownership Platforms may subscribe for additional equity interest in Shenzhen LK, by undergoing further capital injections, as the source of shares under the Share Incentive Scheme.

6. PROPOSED AMOUNT OF GRANTS

The total amount of equity interest of Shenzhen LK to be granted to the Grantees under the Share Incentive Scheme shall not exceed a registered capital of RMB24,936,635, representing approximately 4.5054% of Shenzhen LK's total registered capital of RMB553,479,949 as at the Latest Practicable Date and 4.3112% of the total registered capital after Shenzhen LK completes the aforesaid capital increase of RMB24,936,635 in the registered capital of Shenzhen LK.

7. SCHEME MANDATE LIMIT

The maximum total amount of registered capital of Shenzhen LK that may be issued in respect of all options and awards to be granted under the Share Incentive Scheme and other share schemes (if any) of Shenzhen LK shall not exceed RMB55,347,994, which represented approximately 10% of the total registered capital of Shenzhen LK as at the Latest Practicable Date, and did not exceed 10% of the relevant class of equity interest of Shenzhen LK in issue as at the Latest Practicable Date (the "**Scheme Mandate Limit**"). In the event that the total registered capital of Shenzhen LK changes on or before the date of approval of the Share Incentive Scheme at the general meeting of the Company, the Scheme Mandate Limit shall be adjusted to 10% of the total registered capital of Shenzhen LK at that time. For the purpose of calculating the Scheme Mandate Limit, Awards lapsed and not granted pursuant to the terms of the Share Incentive Scheme will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

8. MAXIMUM ENTITLEMENT OF EACH GRANTEE

Where any grant of Award to a Grantee would result in the restricted shares issued and to be issued in respect of all awards and options granted to such Grantee (excluding any awards and options lapsed in accordance with the terms of the Share Incentive Scheme or any other share schemes) in the 12-month period up to and including the date of such grant representing in aggregate over 1% of the total registered capital of Shenzhen LK, such grant must be separately approved by the Shareholders at the general meeting of the Company, with such Grantee and his/her close associates (or associate if the Grantee is a connected person) abstaining from voting, and the Company must send a circular to the Shareholders.

Where any grant of Award to a Grantee that is a Director (other than an independent non-executive Director) or chief executive of the Company, or any of their associates, the approval of independent non-executive Directors should be obtained. If the aforesaid grant of Awards would result in the restricted shares issued and to be issued in respect of all awards granted (excluding any awards lapsed in accordance with the terms of the Share Incentive Scheme or any other share schemes) to such person in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the total registered capital of Shenzhen LK, such further grant of awards must be approved by the Shareholders at general meeting of the Company, with such Grantee, his/her associates and all core connected persons of the Company abstaining from voting, and the Company must send a circular to the Shareholders.

Where any grant of Award to a Grantee that is an independent non-executive Director or a substantial shareholder of the Company, or any of their associates, the approval of independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the Awards) should be obtained. If the aforesaid grant of Awards would result in the restricted shares issued and to be issued in respect of all awards and options granted (excluding any awards and options lapsed in accordance with the terms of the Share Incentive Scheme or any other share schemes) to such person in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the total registered capital of Shenzhen LK, such further grant of awards must be approved by the Shareholders at general meeting of the Company, with such Grantee, his/her associates and all core connected persons of the Company abstaining from voting, and the Company must send a circular to the Shareholders.

9. VESTING PERIOD AND PERFORMANCE TARGETS

The restricted shares granted under the Share Incentive Scheme will vest immediately on the date of grant. The Share Incentive Scheme does not impose a vesting period, and therefore, does not impose performance targets with regard to the vesting of the restricted shares granted under the Share Incentive Scheme, but the restricted shares attaching to the Award are subject to a Lock-up Period (as defined hereinbelow). Considering that the restricted shares granted under the Share Incentive Scheme will be subject to a total holding period (i.e., the Lock-up Period (as defined hereinbelow)) of more than 12 months, and such lock-up arrangements are appropriate for retaining, incentivising, rewarding, remunerating and compensating valuable employees, the Directors, the Remuneration Committee and the directors of Shenzhen LK are of the view that such arrangement with no vesting period is justifiable and aligns with the purposes of the Share Incentive Scheme.

10. LOCK-UP PERIOD

The restricted shares obtained by the Grantees under the Share Incentive Scheme will be subject to a lock-up period (the “**Lock-up Period**”) commencing from the date of grant, i.e., the effective date of the grant agreement or a date otherwise agreed in the grant agreement (the “**Grant Date**”), until the Unlocking Day (as defined hereinbelow).

The unlocking of the restricted shares granted to the Grantees is subject to the satisfaction of all the following conditions (the “**Unlocking Conditions**”) or waiver thereof by the Management Committee:

- (a) completion of the Service Period (as defined hereinbelow); and
- (b) the Unlocking Day applicable to such restricted shares has approached, and as at such Unlocking Day, no Repurchase Event (as defined hereinbelow) has occurred.

The condition of completion of the Service Period (as defined hereinbelow) may be waived by the Management Committee, provided that the Service Period applicable to any restricted shares shall not be less than 12 months as a result of such waiver. In such an event, and provided that all other conditions are satisfied or waived, the Unlocking Day will be advanced to the date on which the Service Period condition is waived.

The service period (the “**Service Period**”) applicable to the restricted shares granted to the Grantees is determined as follows:

- (a) for the initial grant of Awards (the “**Initial Grant**”), the Service Period starts from the Grant Date of the Initial Grant (the “**Initial Grant Date**”) and ends on the fifth anniversary of the Initial Grant Date. If Shenzhen LK’s equities are listed on a stock exchange before the fourth anniversary of the Initial Grant Date, the Service Period will end one year after Shenzhen LK’s listing date; and
- (b) for subsequent grant(s) of Awards (the “**Subsequent Grant**”), the Service Period starts from the Grant Date of the Subsequent Grant, and the length of the Service Period (in terms of total days) should be consistent with the length of the Service Period applicable to the Initial Grant.

Once the Unlocking Conditions are met, the restricted shares granted to the Grantees on the same Grant Date will be unlocked by 25% each on the day the Service Period ends and on each of the subsequent three anniversaries (each a “**Unlocking Day**”).

On each Unlocking Day, if all Unlocking Conditions for the restricted shares held by the Grantees are met or exempted, then such restricted shares will become effective on that Unlocking Day. Otherwise, such restricted shares will not be regarded as unlocked from the Grant Date. Grantees can participate in the distribution of dividends and disposal gains of the restricted shares from the Employee Stock Ownership Platforms for their unlocked restricted shares according to the terms of the Share Incentive Scheme.

11. GRANT OF AWARDS

Upon the Management Committee determines the Award recipient in accordance with the Share Incentive Scheme, Shenzhen LK shall, within a reasonable period, issue a letter of Grant (the “**Grant Letter**”) to the Grantee. The Grant Letter should include the number of restricted shares proposed to be granted, the Grant Price, and other content that the Management Committee deems appropriate.

Unless exempted in writing by the Management Committee, the Grantee must, within the period specified in the Grant Letter, sign a grant agreement and other documents required by the Share Incentive Scheme or the grant agreement according to the Grant Letter. Otherwise, it is deemed as a waiver by the Grantee of the proposed restricted shares.

Upon the Grantee agrees to accept the restricted shares and signs the relevant documents according to the terms of the Share Incentive Scheme, the Grantee obtain the restricted shares through one of the following methods:

- (a) for the first-time grant of restricted shares, the Grantee directly subscribes to the Employee Stock Ownership Platforms’ restricted shares and indirectly holds the Shenzhen LK’s equity through the Employee Stock Ownership Platforms;
- (b) for reserved restricted shares, the Grantee subscribes to the reserved equity platform’s restricted shares, and indirectly owns the Shenzhen LK’s equity through the reserved equity platform;
- (c) for restricted shares that need to be or have been repurchased/acquired due to the termination of the employment relationship (or other labour relationships) of the original Grantee, subject to the Scheme Mandate Limit and the requisite approval by, where applicable, the board of directors of Shenzhen LK, the Board and/or the Shareholders at the general meeting of the Company, the new Grantee takes over such restricted shares and indirectly owns the Shenzhen LK’s equity through the Employee Stock Ownership Platforms; or
- (d) other methods approved in writing by the Management Committee.

The “reserved restricted shares” refers to the portion of restricted shares that Shenzhen LK sets aside for the implementation of the Share Incentive Scheme to the eligible participants, which remains ungranted following the completion of the Initial Grant. All reserved restricted shares shall be granted before Shenzhen LK’s base date of application for listing on a stock exchange.

The Grantee shall pay the Grant Price (as defined hereinbelow) according to the provisions of the grant agreement.

12. GRANT PRICE AND ITS DETERMINATION BASIS

For the Initial Grant, the price for a Grantee to acquire each restricted share (the “**Grant Price**”) is RMB6.07 per registered capital of Shenzhen LK. The Grant Price is determined by the average closing prices of the Shares over the five trading days up to and including 29 September 2023, as adjusted for a discount that reflects Shenzhen LK’s profit contribution to the Group (assuming certain internal group restructuring has been completed).

For Subsequent Grants, the Grant Price will be determined by the Management Committee, based on the Grant Price of the Initial Grant and considering factors such as Shenzhen LK’s operating conditions and the prevailing market environment.

The grantees under the Share Incentive Scheme may include directors, senior management, and core employees of the Shenzhen LK Group. Some of these individuals play pivotal roles in shaping and steering the Shenzhen LK Group’s developmental strategy and direction. Others hold key positions, directly overseeing the Shenzhen LK Group’s business operations and managerial tasks, significantly influencing its growth. Shenzhen LK believes that providing incentives to these core personnels at a reasonable incentive cost, can bolster the dedication and accountability of the grantees, such that the incentive targets can be reliably achieved. On this basis, the Directors and the directors of Shenzhen LK are of the view that the basis of determination of the Grant Price aligns with the purposes of the Share Incentive Scheme.

13. RIGHTS ATTACHED TO THE RESTRICTED SHARES

The voting rights of the restricted shares held by the Grantees should be delegated to the Management Committee or an entity designated by the Management Committee.

Any transfer, sale, pledge, guarantee, or disposal in any other form of the restricted shares that violates the provisions of the Share Incentive Scheme and/or the grant documents shall be invalid. Under any circumstances, Grantees have no right to request the Employee Stock Ownership Platforms to transfer, sell, pledge, guarantee, or dispose of the equity interest in Shenzhen LK in any other form. Unless prior written consent from the Management Committee is obtained or the incentive documents provide otherwise, the restricted shares held by Grantees should not, in principle, be sold, transferred, pledged, guaranteed, or disposed of in any other form.

If the restricted shares held by a Grantee are seized, detained, frozen, or subjected to similar enforcement proceedings, the Grantee should make best efforts to revoke such proceedings. If the Grantee fails to revoke such proceedings within a period reasonably determined by the Management Committee, from the date of expiration of the aforementioned period, it will be treated as if the Grantee has terminated the employment relationship in good faith.

After Shenzhen LK has been listed on a stock exchange for one year (or at other times as agreed upon by the board of directors of Shenzhen LK), the Management Committee has the right to decide to distribute, at a time they deem reasonable, the profit distribution funds that the Employee Stock Ownership Platforms has obtained based on the equity corresponding to the unlocked restricted shares of each Grantee up to the distribution date determined reasonably by the Management Committee, subject to the actual business and financial performance of Shenzhen LK.

After Shenzhen LK completes its listing on a stock exchange (or at other times as agreed upon by the board of directors of Shenzhen LK), subject to applicable laws, rules of relevant stock exchanges, and the Unlocking Conditions and other transfer restrictions imposed on the equity interest of Shenzhen LK and/or restricted shares held by the Employee Stock Ownership Platforms and/or the Grantees, the Employee Stock Ownership Platforms may dispose of the equity interest of Shenzhen LK corresponding to the unlocked restricted shares held by the Grantees according to the terms of the Share Incentive Scheme.

From the Grant Date until before the occurrence of a Repurchase Event (as defined hereinbelow), if the Management Committee decides and disposes of the aforementioned equity interest of Shenzhen LK held by the Employee Stock Ownership Platform(s) (for the avoidance of doubt, the number of equity interest of Shenzhen LK to be disposed of, the timing, price, and other arrangements of the disposal shall be determined by the Management Committee at that time), the proceeds from the reduction of such equity interest of Shenzhen LK that can be distributed to the Grantees shall be determined in accordance with the terms of the Share Incentive Scheme.

Provided that the requirements of the relevant listing rules of stock exchanges and other legal and regulatory requirements for such capital reduction are met, the Management Committee may decide to deregister the Employee Stock Ownership Platform(s) and distribute such equity interest of the Employee Stock Ownership Platform(s) and/or Shenzhen LK to the Grantees so long as the relevant laws and regulations permit.

14. ADJUSTMENT MECHANISM FOR AMOUNT OF GRANTS AND GRANT PRICE

If Shenzhen LK's registered capital is adjusted due to capital reserves, surplus reserves, or undistributed profits being converted into capital or bonus shares being issued, the proportion of Grant corresponding to the total registered capital of Shenzhen LK remains unchanged, while the amount of registered capital of Shenzhen LK corresponding to restricted shares will be adjusted accordingly.

If Shenzhen LK's registered capital is adjusted other than by way of capital reserves, surplus reserves, or undistributed profits being converted into capital or bonus shares being issued, the amount of registered capital of Shenzhen LK corresponding to the restricted shares will, in principle, remain unchanged, and the proportion of the Grant corresponding to the total registered capital of Shenzhen LK will be adjusted accordingly. However, the aforementioned adjustment should not result in the amount of registered capital corresponding to the restricted shares in issue exceeding the Scheme Mandate Limit.

15. MODIFICATION OF THE SHARE INCENTIVE SCHEME

Any modifications to the Share Incentive Scheme must be proposed by the Management Committee, and shall only take effect after being approved by the board of directors of Shenzhen LK, the Board of the Company, and the Shareholders at the general meeting of the Company.

The directors of Shenzhen LK and/or the Management Committee may from time to time in their absolute discretion waive, amend or modify such provisions of the Share Incentive Scheme as they deem desirable under the authorisation of the general meeting of the Company, provided that (i) any waiver, amendments or modifications to the terms of the Share Incentive Scheme which are of a material nature or any modifications under Rule 17.03 of the Listing Rules (to the advantage of the Grantee) shall be considered and approved by the Shareholders at the general meeting of the Company; (ii) the amended terms of the Share Incentive Scheme or the Awards must still comply with the relevant requirements under Chapter 17 of the Listing Rules; and (iii) any change to the authority of the directors of Shenzhen LK and/or the Management Committee to alter the terms of the Share Incentive Scheme must be approved by the Shareholders at the general meeting of the Company.

Upon the modifications of the Share Incentive Scheme pursuant to its terms, the Management Committee may issue a modification notice (the "**Modification Notice**") to the Grantees, informing them that the relevant modifications apply to the restricted shares already granted to them. Such modifications become effective for the restricted shares already granted to the Grantees upon their confirmation. If a Grantee does not respond or reply within five (5) days after receiving the Modification Notice, it will be deemed that the Grantee has confirmed such modifications, and such modifications shall be effective against the Grantee. Notwithstanding the above provisions, any change to the terms of restricted share(s) granted to Grantee(s) 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 restricted shares was approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be).

16. TERMINATION OF THE SHARE INCENTIVE SCHEME

The Share Incentive Scheme will terminate immediately on the day when any of the following situations occur:

- (1) the board of directors of Shenzhen LK resolves to terminate the Share Incentive Scheme in accordance with the provisions of the articles of association of Shenzhen LK; or
- (2) the Scheme Validity Period expires.

The termination of the Share Incentive Scheme will not affect the restricted shares already granted thereunder.

Upon termination of the Share Incentive Scheme, in the event there are any ungranted restricted shares, such restricted shares should be dealt with in any manner as the Management Committee deems appropriate.

17. TRANSFERABILITY OF THE AWARDS

Under any circumstances, Grantees shall not transfer the rights to the restricted shares granted under the Share Incentive Scheme and other incentive documents.

18. CLAWBACK MECHANISM

In the event of a malicious termination of employment by a Grantee (a “**Malicious Termination of Employment**”), the entity designated by the Management Committee has the right and shall repurchase all restricted shares held by the Grantee (regardless of whether the Service Period has been completed or whether the restricted shares are unlocked). The repurchase price is the Grant Price of such restricted shares.

A “Malicious Termination of Employment” refers to the termination of the employment relationship (or other employment or hiring relationships) between the Grantee and the Shenzhen LK Group due to:

- (a) the employment relationship being terminated by the Shenzhen LK Group due to serious misconduct of the Grantee; and
- (b) the Shenzhen LK Group deciding not to renew the employment contract, service contract, hiring contract, or other similar contracts with the Grantee upon its expiration due to serious misconduct by the Grantee.

If a Grantee terminates the employment relationship in good faith before the end of the Service Period or before Shenzhen LK having listed its shares on a stock exchange for one year (whichever comes later) (a “**Good Faith Termination of Employment**”, referred to individually or collectively with a Malicious Termination of Employment as a “**Repurchase Event**”), the designated entity of the Management Committee has the right and shall repurchase all the restricted shares held by the Grantee. The repurchase price is the Grant Price of these restricted shares plus the annualised returns determined from the actual date of full payment of the Grant Price to the actual date of full payment of the repurchase price at a simple interest rate of 5% per annum (if less than a year, to be determined by the actual number of days over 360 days).

A Good Faith Termination of Employment refers to the termination of the employment relationship (or other employment or hiring relationships) between the Grantee and the Shenzhen LK Group due to:

- (a) the Grantee voluntarily requesting termination of the employment relationship with the Shenzhen LK Group;

- (b) the Shenzhen LK Group initiating termination of the employment relationship with the Grantee, not due to the Grantee's serious misconduct;
- (c) the employment contract of the Grantee expiring, and the Shenzhen LK Group deciding not to renew it, not due to the Grantee's serious misconduct;
- (d) the Grantee retiring in accordance with applicable laws and the management regulations of the Shenzhen LK Group and no longer participating in the business operations of the Shenzhen LK Group (for the avoidance of doubt, retired employees rehired by the Shenzhen LK Group are not considered retired during the employment or hiring period);
- (e) the Grantee becoming severely disabled, a long-term patient, an individual with limited legal capacity, an individual with no legal capacity, and thus being unsuitable to continue participating in the business operations of the Shenzhen LK Group; and
- (f) the Grantee's death, or being declared dead or missing by a court of law.

When a Repurchase Event occurs, if Shenzhen LK has not completed the listing of its equities or has been less than 1 year since its listing, the repurchase price should be paid within 12 months from the date the Repurchase Event occurred. If it has been one year or more since Shenzhen LK's listing, the repurchase price should be paid within six months from the date the Repurchase Event occurred.

The restricted shares so repurchased under the Share Incentive Scheme will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

The Directors and the directors of Shenzhen LK are of the view that this clawback mechanism aligns with the Share Incentive Scheme's purpose of mobilising the enthusiasm of the relevant management personnel and protecting the interests of shareholders of Shenzhen LK and the Shareholders.

NOTICE OF EXTRAORDINARY GENERAL MEETING



力勁科技集團有限公司
L.K. Technology Holdings Limited

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 558)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting of L.K. Technology Holdings Limited (the “Company”) will be held at 7/F, Wheelock House, 20 Pedder Street, Central, Hong Kong on Friday, 22 December 2023, at 10:00 a.m. for the purpose of transacting the following businesses:

ORDINARY RESOLUTION

To consider as special business and, if thought fit, pass with or without modifications, the following resolution as an ordinary resolution:

1. **“THAT:**

- (a) conditional upon the fulfilment of all conditions of the employee share incentive scheme (the “**Share Incentive Scheme**”) of Shenzhen L.K. Technology Co., Ltd.* (深圳力勁科技有限公司) (“**Shenzhen LK**”), a subsidiary of the Company, the rules of the Share Incentive Scheme of Shenzhen LK (a copy of which has been tabled at the meeting marked “A” and initialled by the chairman of the meeting for identification purpose) be and are hereby approved; and
- (b) any director of the Company and board of directors of Shenzhen LK be and are hereby authorised to do all such acts and execute all such documents as he/she may deem necessary or expedient to implement the Share Incentive Scheme.”

By Order of the Board
L.K. Technology Holdings Limited
Chung Wing Man
Company Secretary

Hong Kong, 6 December 2023

* For identification purposes only

NOTICE OF EXTRAORDINARY GENERAL MEETING

Principal Place of Business in Hong Kong:

Unit A, 8th Floor
Mai Wah Industrial Building
1-7 Wah Sing Street
Kwai Chung
New Territories
Hong Kong

Notes:

1. Where there are joint registered holders of any Share, any one of such persons may vote at the Extraordinary General Meeting, either personally or by proxy, in respect of such Share as if he was solely entitled thereto, but if more than one of such joint holders is present at the Extraordinary General Meeting personally or by proxy, that one of the said persons so present whose name stands first on the register of members of the Company shall, in respect of such Share, be entitled alone to vote in respect thereof.
2. A form of proxy for use at the Extraordinary General Meeting is enclosed with the circular to the members of the Company.
3. A member entitled to attend and vote at the Extraordinary General Meeting convened by the above notice is entitled to appoint another person as his proxy to attend and vote instead of him. A member who is the holder of two or more Shares may appoint more than one proxy. A proxy need not be a member of the Company. In order to be valid, forms of proxy, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power of attorney or authority, must be deposited at the Company's Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, not less than 48 hours before the time appointed for the holding of the Extraordinary General Meeting (i.e. no later than 10:00 a.m. on Wednesday, 20 December 2023) or adjourned meeting thereof.
4. Completion and return of the form of proxy will not preclude a member from attending and voting in person at the Extraordinary General Meeting. If such member attends the Extraordinary General Meeting, however, his form of proxy will be deemed to have been revoked.
5. For determining the entitlement to attend and vote at the Extraordinary General Meeting to be held on Friday, 22 December 2023, the register of members of the Company will be closed from Wednesday, 20 December 2023 to Friday, 22 December 2023 (both days inclusive), during which period no transfer of Shares of the Company will be registered. In order to qualify for attendance and voting at the Extraordinary General Meeting, all transfers of Shares of the Company accompanied by the relevant share certificates must be lodged with the Hong Kong branch share registrar and transfer office of the Company, Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on Tuesday, 19 December 2023.

NOTICE OF EXTRAORDINARY GENERAL MEETING

6. If a black rainstorm warning signal or a tropical cyclone warning signal no. 8 or above is in force in Hong Kong at 8:00 a.m. on Friday, 22 December 2023, the Extraordinary General Meeting will not be held on that day. The Company will post an announcement on website (www.lk.world) and the HKEXnews website (www.hkexnews.hk) to notify shareholders of the date, time and place of the adjourned meeting.

The meeting will be held as scheduled when an Amber or a Red Rainstorm Warning Signal is in force. Shareholders should decide on their own whether they would attend the meeting under bad weather conditions bearing in mind their own situation.

7. In accordance with the relevant requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Chairperson of the board of directors of the Company has indicated that she would direct that the resolution set out in the notice of the Extraordinary General Meeting be voted on by poll.
8. A circular containing the information regarding the resolution as set out in this notice will be sent to the members of the Company.

As at the date hereof, the executive Directors of the Company are Ms. Chong Siw Yin, Mr. Liu Zhuo Ming and Mr. Tse Siu Sze; and the independent non-executive Directors of the Company are Dr. Low Seow Chay, Dr. Lui Ming Wah SBS, JP, Mr. Tsang Yiu Keung, Paul and Mr. Look Andrew.