Biosysen
The Bioware Company

BIOSYSEN LIMITED
生 物 系 統 工 程 有 限 公 司
(formerly known as "Legend Strategy International Holdings Group Company Limited 朸濬國際集團控股有限公司")
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 1355)

CONNECTED TRANSACTION IN RELATION TO PROPOSED ISSUE OF CONVERTIBLE BONDS UNDER SPECIFIC MANDATE

THE SUBSCRIPTION AND SETTLEMENT AGREEMENT

On 26 May 2026 (after trading hours), the Company and the Subscriber entered into the Subscription and Settlement Agreement, pursuant to which the Company conditionally agreed to issue, and the Subscriber conditionally agreed to subscribe for, the Convertible Bonds in the aggregate principal amount of HK$50.0 million at its face value and pay the subscription price on completion by setting off against the Shareholder's Loan, which may be converted into 322,580,645 Conversion Shares based on the initial Conversion Price of HK$0.155 per Conversion Share upon full conversion. The Conversion Shares represent approximately 27.04% of the existing issued Shares and approximately 21.28% of the issued Shares as enlarged by the allotment and issue of the Conversion Shares immediately after full conversion of the Convertible Bonds at the initial Conversion Price (assuming that there is no change in the issued Shares).

The Conversion Shares shall rank *pari passu* in all respects with the Shares in issue as at the date of allotment and issue of such Conversion Shares. The Conversion Shares will be allotted and issued pursuant to the Specific Mandate to be sought from the Independent Shareholders at the GM. No application will be made by the Company for the listing of the Convertible Bonds on the Stock Exchange. An application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares that may be issued upon the conversion of the Convertible Bonds.

LISTING RULES IMPLICATIONS

As at the date of this announcement, the Subscriber is a substantial Shareholder holding 345,929,020 Shares, representing approximately 28.99% of the issued Shares, which is in turn indirectly wholly-owned by Mr. Cheung Ching Mo, a non-executive Director, and is therefore a connected person of the Company. Accordingly, the Subscription constitutes a connected transaction of the Company under the Listing Rules and is subject to announcement, reporting and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

GENERAL

The Independent Board Committee comprising all the independent non-executive Directors has been established to advise the Independent Shareholders in respect of (i) the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate); and (ii) the connected transaction regarding the Subscription (including the grant of the Specific Mandate) under the Listing Rules. An independent financial adviser will be appointed to advise the Independent Board Committee and the Independent Shareholders in relation to the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate).

The GM will be held for the Independent Shareholders to consider and approve, among other things, the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate).

A circular containing, among other things, (i) details of the Subscription and Settlement Agreement and the transactions contemplated thereunder; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders in relation to the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate); (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in relation to the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate); (iv) a notice convening the GM; and (v) other information as required under the Listing Rules, will be despatched to the Shareholders within 15 business days from the date of this announcement.

Completion of the Subscription is subject to the fulfilment or waiver (as applicable) of the conditions precedent set out in the Subscription and Settlement Agreement. Accordingly, the Subscription may or may not proceed. Shareholders and potential investors of the Company should exercise extreme caution when dealing in the Shares.

On 26 May 2026 (after trading hours), the Company entered into the Subscription and Settlement Agreement with the Subscriber, pursuant to which the Company conditionally agreed to issue, and the Subscriber conditionally agreed to subscribe for or procure the subscription by its nominee(s) of the Convertible Bonds in the aggregate principal amount of HK$50.0 million at its face value.

THE SUBSCRIPTION AND SETTLEMENT AGREEMENT

Date

26 May 2026 (after trading hours)

Parties

(i) The Company (as issuer); and

(ii) Osibao Cosmetic International Limited (as Subscriber).

The Subscription

Pursuant to the Subscription and Settlement Agreement, the Company conditionally agreed to issue, and the Subscriber conditionally agreed to subscribe for at face value, the Convertible Bonds in the aggregate principal amount of HK$50.0 million, which may be converted into 322,580,645 Conversion Shares based on the initial Conversion Price of HK$0.155 per Conversion Share upon full conversion.

As at the date of this announcement, the Company had 1,193,065,160 Shares in issue. The Conversion Shares represent approximately 27.04% of the existing issued Shares and approximately 21.28% of the issued Shares as enlarged by the allotment and issue of the Conversion Shares immediately after full conversion of the Convertible Bonds at the initial Conversion Price (assuming that there is no change in the issued Shares).

The Settlement

According to the accounts of the Company as at 30 April 2026, there is a certain amount of shareholder's loan due by the Company to the Subscriber. The Company and the Subscriber had negotiated for the repayment and settlement of an amount of HK$50.0 million of the shareholder's loan owed by the Company to the Subscriber (the "**Shareholder's Loan**"). Such Shareholder's Loan is interest-free, without security and are repayable on demand. The Subscriber shall pay the subscription price of the Convertible Bonds at completion by setting off against the Shareholder's Loan. Upon completion of the Subscription and the issue of the Convertible Bonds, the repayment obligations of the Company for the Shareholder's Loan shall be fully discharged. To the extent of the amount of the Shareholder's Loan set off by the Convertible Bonds, the Subscriber agrees to waive all its rights absolutely against the Company for any claim whatsoever.

Conditions Precedent

Completion is conditional upon the fulfilment (or otherwise waived by the Company or the Subscriber (as the case may be) in writing, to the extent such conditions precedent may be waived) of the following conditions precedent:

a) to the extent not waived or consented to by or the requisite approval or ruling not obtained from the relevant regulatory or governmental authorities, compliance by each party of all applicable laws and regulations, including but not limited to those under the Listing Rules, the Companies Act and the laws and regulations of each party's jurisdiction of incorporation;

b) the passing by the Shareholders (other than those who are required by the Listing Rules to abstain from voting in respect of each resolution) in the GM of resolutions which are necessary to give effect to the transactions contemplated under the Subscription and Settlement Agreement and comply with the Listing Rules, among other things, approving (i) the execution, delivery and performance of the Subscription and Settlement Agreement; and (ii) the allotment and issue of the Conversion Shares under the Specific Mandate;

c) the Listing Committee of the Stock Exchange granting the approval for the listing of, and permission to deal in, the Conversion Shares (with or without conditions) and the Stock Exchange not having withdrawn or revoked such approval;

d) no relevant government, governmental, quasi-governmental, statutory or regulatory body, court or agency having granted any order or made any decision that would make the Subscription void, unenforceable or illegal, or restrict or prohibit the implementation of, or impose any additional material conditions or obligations with respect to the Subscription (other than such orders or decisions as would not have a material adverse effect on the legal ability of the Company and/or the Subscriber to proceed with the Subscription);

e) all license, permit, consent, authorisation, permission, clearance, warrant, confirmation, certificate or approval of any competent governmental, administrative, supervisory, regulatory, judicial, determinative, disciplinary, enforcement or tax raising body, authority, agency, board, department, court or tribunal of any jurisdiction (including the Stock Exchange, the SFC or any relevant securities exchange) and whether supranational, national, regional or local or any other person which are required for the issue of the Convertible Bonds and all matters contemplated thereunder having been obtained or made, if any; and

f) all the representations and warranties contained in the Subscription and Settlement Agreement in relation to the Company and the Subscriber remain true, accurate in all material respects and not misleading when made, and being true, accurate in all material respects and not misleading on and as of the date of Completion.

The Company shall use its reasonable endeavours to procure the satisfaction of the above conditions precedent (where applicable to the Company) (unless otherwise waived by the Subscriber) on the date of Completion. The Subscriber shall use its reasonable endeavours to procure the satisfaction of the conditions precedent set out in paragraphs (a), (e) and (f) (where applicable to the Subscriber) above (unless otherwise waived by the Company) on the date of Completion.

The conditions precedent in paragraph (f) (in respect of the Company) above may be waived by the Subscriber (in whole or in part) and the conditions precedent in paragraph (f) (in respect of the Subscriber) may be waived by the Company (in whole or in part). No other conditions precedent may be unilaterally waived by the Company or the Subscriber.

If the above conditions precedent are unfulfilled or, if applicable, waived on or prior to the Long Stop Date, all obligations of the Company and the Subscriber shall cease and determine immediately on the Long Stop Date and none of the Company and the Subscriber (nor any of their respective affiliates) shall have any claim against the other (or any of their respective affiliates) except in respect of any rights and liabilities which have accrued prior to termination.

Completion

Completion shall take place in Hong Kong on the fifth Business Day following the date on which the conditions precedent set out in the Subscription and Settlement Agreement are fulfilled and/or waived (or such other date as the parties may agree).

PRINCIPAL TERMS AND CONDITIONS OF THE CONVERTIBLE BONDS

The principal terms and conditions of the Convertible Bonds are summarised as follows:

Issuer:	The Company
Principal amount:	HK$50.0 million
Issue Price:	100% at the full face value of the Convertible Bonds free from any interest, claim or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, encumbrances, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above.
Status:	The Convertible Bonds constitute a direct unconditional, unsubordinated and unsecured obligations of the Company and shall at all times rank *pari passu* and rateably without any preference equally with all other unsecured and unsubordinated obligations of the Company. The payment obligations of the Company under the Convertible Bonds shall, save for such exceptions as may be provided by applicable legislation, rank at least equally with all its other present and future unsecured and unsubordinated obligations.
Form and Denomination:	The Convertible Bonds will be issued in registered form in denomination of HK$1,000,000 each. The certificate will be issued to the Subscriber in respect of its registered holding of the Convertible Bonds.

Interest:	The Convertible Bonds do not bear any interest.
Maturity Date:	The date falling on the fifth (5th) anniversary of the date of issue of the Convertible Bonds.
Conversion Price:	HK$0.155 per Conversion Share (subject to adjustments as set out and in accordance with the terms and conditions of the Convertible Bonds).

The initial Conversion Price of HK$0.155 per Conversion Share represents:

(i) the same as the closing price of HK$0.155 per Share as quoted on the Stock Exchange on 26 May 2026, being the date of the Subscription and Settlement Agreement;

(ii) a premium of approximately 0.65% to the average closing price of HK$0.154 per Share as quoted on the Stock Exchange for the last five (5) consecutive trading days immediately prior to the date of the Subscription and Settlement Agreement;

(iii) a premium of approximately 1.31% to the average closing price of approximately HK$0.153 per Share as quoted on the Stock Exchange for the last ten (10) consecutive trading days immediately prior to the date of the Subscription and Settlement Agreement; and

(iv) a premium of approximately 9.93% to the average closing price of approximately HK$0.141 per Share as quoted on the Stock Exchange for the last thirty (30) consecutive trading days immediately prior to the date of the Subscription and Settlement Agreement.

The Conversion Price was arrived at after arm's length negotiations between the Company and the Subscriber, taking into account of, among others, the recent trading performance of the Shares and the financial position of the Group. The Directors (other than Mr. Cheung Ching Mo who has material interest in the transactions as contemplated under the Subscription and Settlement Agreement, and the members of the Independent Board Committee whose views are to be included in the circular to be despatched by the Company, after being advised by the Independent Financial Adviser) consider that the Conversion Price and the terms and conditions of the Subscription and Settlement Agreement and the Convertible Bonds are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Adjustment events: The Conversion Price is subject to customary adjustments in accordance with the terms and conditions set out in the Convertible Bonds if any of the following specific events occurs:

a) where there is an alteration to the number of issued Shares by reason of any consolidation or subdivision;

b) where the Company issues (other than in lieu of a cash dividend) any Shares credited as fully paid by way of capitalisation of profits or reserves;

c) where the Company makes (whether on a reduction of capital or otherwise except pursuant to any purchase by the Company of its own Shares which is permitted by law and by the rules of the Stock Exchange and in accordance with the provisions of the Company's articles of association) any capital distribution (including distributions in cash or specie, and any dividend charged or provided for in the accounts for any financial period) to the Shareholders (in their capacity as such) or grants to the Shareholders rights to acquire for cash assets of the Group;

d) where the Company offers to the Shareholders Shares for subscription by way of rights, or grants to the Shareholders any options or warrants to subscribe for Shares at a price per Share which is less than 90% of the market price (as defined in the Convertible Bonds) as at the date of the announcement of the terms of the offer or grant;

e) where the Company issues wholly for cash any securities which by their terms are convertible into or exchangeable for or carrying rights of conversion for Shares, and the total effective consideration (as defined in the Convertible Bonds) per Share initially receivable for such securities is less than 90% of the market price (as defined in the Convertible Bonds) as at the date of the announcement of the terms of issue of such securities;

f) where the rights of conversion or exchange attached to any such securities as mentioned in subparagraph (e) above are modified so that the total effective consideration (as defined in the Convertible Bonds) per Share initially receivable for such securities shall be less than 90% of the market price (as defined in the Convertible Bonds) as at the date of announcement of the proposal to modify such rights of conversion or exchange;

g) where the Company issues wholly for cash any Shares at a price per Share which is less than 90% of the market price as at the date of the announcement of the terms of such issue; or

h) where the Company shall be permitted by law and, by the rules of the Stock Exchange and in accordance with the provisions of its articles of association, purchases and makes an offer or invitation to Shareholders to tender for sale to the Company any Shares or if the Company purchases any Shares or securities convertible into Shares or any rights to acquire Shares (excluding any such purchase made on the Stock Exchange, or any recognised stock exchange, being a stock exchange recognised for this purpose by the SFC or equivalent authority and the Stock Exchange).

The Company will make announcement(s) on any adjustment to the Conversion Price.

Assuming conversion of the Convertible Bonds into Conversion Shares in full at the initial Conversion Price, the net price per Conversion Share to the Company is HK$0.155.

Conversion Rights:	The Bondholder will have the right, during the period commencing on the date of issue of the Convertible Bonds and ending on the third Business Day prior to the maturity date of the Convertible Bonds, to convert the Convertible Bonds in whole or in part of the outstanding principal amount of the Convertible Bonds into Conversion Shares, provided that the exercise of the conversion rights attaching to the Convertible Bonds will not result in: (i) any mandatory offer obligation under Rule 26.1 of the Takeovers Code being triggered by the Bondholder and/or parties acting in concert (as defined in the Takeovers Code) with such Bondholder unless (i) a whitewash waiver is obtained in accordance with the requirements of the Takeovers Code; or (ii) a general offer is made in accordance with the requirements of the Takeovers Code; or (ii) the Company being in breach of any provision of the Listing Rules, including the requirement to maintain any prescribed minimum percentage of the issued Shares held by the public, and the conversion by the Bondholder shall be restricted until and unless the regulatory requirements under the Listing Rules are fully complied with.
Conversion Shares:	Based on the initial Conversion Price of HK$0.155 per Conversion Share, a maximum number of 322,580,645 Conversion Shares will be allotted and issued upon exercise of the conversion rights attaching to the Convertible Bonds in full, which represent: (i) approximately 27.04% of the issued Shares as at the date of this announcement; and

(ii) approximately 21.28% of the issued Shares as enlarged by the allotment and issue of the Conversion Shares to be allotted and issued upon the exercise of the conversion rights attaching to the Convertible Bonds in full (assuming that there is no change in the issued Shares).

Redemption at maturity: The Company shall redeem the Convertible Bonds by repaying the Bondholder(s) all outstanding principal amount and any other outstanding amount due but unpaid under the Convertible Bonds (if any) on the maturity date of the Convertible Bonds.

Early redemption: The Company may at any time during the period commencing from the beginning of the 13th month from the date of issue of the Convertible Bonds up to the maturity date of the Convertible Bonds redeem the Convertible Bonds then outstanding at 100% of the outstanding principal amount of the Convertible Bonds to be redeemed.

Transferability: The Convertible Bonds are transferable except that no Convertible Bonds shall be transferred to any person who

(i) is not independent of the Group or the connected persons of the Company (unless otherwise permitted with prior written consent of the Company and prior approval of the Stock Exchange (if necessary) and full compliance with the Listing Rules and other relevant laws and regulations); or

(ii) is a party acting in concert (as defined in the Takeovers Code) with any person or Shareholder to the effect that any transfer of the Convertible Bonds to such transferee(s) and/or the exercise by such transferee(s) of any conversion right attaching to the Convertible Bonds subject to such transfer will trigger the mandatory offer obligation under Rule 26.1 of the Takeovers Code unless (i) a whitewash waiver is obtained in accordance with the requirement of the Takeovers Code; or (ii) a general offer is made in accordance with the requirement of the Takeovers Code.

Ranking of Conversion Shares:	The Conversion Shares allotted and issued upon conversion of the Convertible Bonds will in all respects rank *pari passu* with the Shares already in issue on the conversion date.
Voting rights:	The Bondholder(s) are not entitled to attend or vote at any general meetings of the Shareholders by reason only of them being Bondholders.
Listing:	No application will be made by the Company for the listing of the Convertible Bonds on the Stock Exchange. An application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares that may be issued upon the conversion of the Convertible Bonds.

SPECIFIC MANDATE

The Conversion Shares will be allotted and issued under the Specific Mandate to be sought from the Independent Shareholders at the GM.

INFORMATION ABOUT THE PARTIES

The Company

The Company was incorporated in the Cayman Islands with limited liability and is principally engaged in investment holding. The Group is principally engaged in: (i) accommodation business, namely, the provision of accommodation operations, the provision of property facilities management services, and the provision of accommodation consultations services and other related business; and (ii) the healthcare and beauty business.

The Subscriber

The Subscriber is a limited liability company incorporated in Hong Kong and is principally engaged in investment holding. To the best of the knowledge, information and belief of the Company, as at the date of this announcement, the Subscriber is a substantial Shareholder holding 345,929,020 Shares, representing approximately 28.99% of the issued Shares. The Subscriber is indirectly wholly-owned by Mr. Cheung Ching Mo, a non-executive Director.

REASONS FOR THE SUBSCRIPTION

Reasons for and benefits of the Subscription

According to the accounts of the Company as at 30 April 2026, there is a certain amount of shareholder's loan due by the Company to the Subscriber. The Shareholder's Loan is interest-free, without security and is repayable on demand. The Subscriber had requested the repayment of the Shareholder's Loan and negotiated with the Company for its settlement. It is the intention of the parties that the Shareholder's Loan shall be settled by the Company issuing the Convertible Bonds to the Subscriber. No net proceeds will be received by the Company from the issuance of the Convertible Bonds. The issuance of the Convertible Bonds will settle the liability under the Shareholder's Loan and fix a maturity date, instead of it remaining repayable on demand. Under the terms of the Convertible Bonds, the Company may request for early redemption subject to terms and conditions of the Convertible Bonds, while such right is not provided to the Bondholder(s). As such, it provides more flexibility to the Company in its future cash management. Subject to the terms and conditions of the Convertible Bonds, the Convertible Bonds may further be settled upon conversion and issuance of the Conversion Shares, hence may be able to strengthen the capital base and reduce the liability of the Company, and thus improve the financial position of the Company.

The Directors (other than Mr. Cheung Ching Mo who has material interest in the transactions as contemplated under the Subscription and Settlement Agreement, and the members of the Independent Board Committee whose views are to be included in the circular to be despatched by the Company, after being advised by the Independent Financial Adviser) consider that the terms and conditions of the Subscription and Settlement Agreement and the Convertible Bonds are fair and reasonable based on the current market conditions and are on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

EFFECT ON THE SHAREHOLDING STRUCTURE OF THE COMPANY

For illustration purposes, the shareholding structure of the Company (i) as at the date of this announcement; and (ii) immediately upon full conversion of the Convertible Bonds at the initial Conversion Price are as follows:

Shareholders	**As at the date of this announcement**		**Upon full conversion of the Convertible Bonds at the initial Conversion Price**	
	Number of Shares	*Approx. %*	*Number of Shares*	*Approx. % (Note 2)*
The Subscriber *(Note 1)*	345,929,020	28.99%	668,509,665	44.11%
Public Shareholders	847,136,140	71.01%	847,136,140	55.89%
Total	**1,193,065,160**	**100%**	**1,515,645,805**	**100%**

Notes:

1. The Subscriber is indirectly wholly-owned by Mr. Cheung Ching Ho, a non-executive Director.

2. This is for illustrative purpose only and conversion of the Convertible Bonds is subject to the restriction that no conversion shall trigger mandatory offer obligations under the Takeovers Code.

EQUITY FUND RAISING ACTIVITIES IN THE PAST TWELVE-MONTH PERIOD

Date of announcement	Event	Net proceeds and intended use of proceeds	Actual use of proceeds
8 September 2025 and 25 September 2025	Placing of 198,840,000 placing shares at the placing price of HK$0.063 per placing share under general mandate pursuant to a placing agreement dated 8 September 2025 entered into between the Company and Cheong Lee Securities Limited	Net proceeds of approximately HK$12.37 million were intended to be utilised for further development of the healthcare and beauty segment of the Group	Fully used as intended

Save as disclosed above, the Company has not conducted any other equity fund raising activities in the past 12 months immediately preceding the date of this announcement.

LISTING RULES IMPLICATIONS

As at the date of this announcement, the Subscriber is a substantial Shareholder holding 345,929,020 Shares, representing approximately 28.99% of the issued Shares, which is in turn indirectly wholly-owned by Mr. Cheung Ching Mo, a non-executive Director, and is therefore a connected person of the Company. Accordingly, the Subscription constitutes a connected transaction of the Company under the Listing Rules and is subject to announcement, reporting and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Mr. Cheung Ching Mo abstained from voting on the relevant Board resolution(s) approving the Subscription and Settlement Agreement and the transactions contemplated thereunder by virtue of him having a material interest in the Subscription.

GENERAL

The Independent Board Committee comprising all the independent non-executive Directors has been established to advise the Independent Shareholders in respect of (i) the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate); and (ii) the connected transaction regarding the Subscription (including the grant of the Specific Mandate) under the Listing Rules. An independent financial adviser will be appointed to advise the Independent Board Committee and the Independent Shareholders in relation to the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate).

The GM will be held for the Independent Shareholders to consider and approve, among other things, the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate). The Subscriber and its associates and Shareholders who are involved in or interested in the Subscription and the transactions contemplated thereunder (including the grant of the Specific Mandate) will be required to abstain from voting in respect of the resolution(s) to approve the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate) at the GM. To the best of the Director's knowledge, information and belief after having made all reasonable enquiries, save for the Subscriber and its associates, no other Shareholder is involved in or interested in the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate) and will be required to abstain from voting on the resolution(s) to approve the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate) at the GM.

A circular containing, among other things, (i) details of the Subscription and Settlement Agreement and the transactions contemplated thereunder; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders in relation to the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate); (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in relation to the Subscription and Settlement Agreement and the transactions contemplated thereunder; (iv) a notice convening the GM; and (v) other information as required under the Listing Rules, will be despatched to the Shareholders within 15 business days from the date of this announcement.

Completion of the Subscription is subject to the fulfilment or waiver (as applicable) of the conditions precedent set out in the Subscription and Settlement Agreement. Accordingly, the Subscription may or may not proceed. Shareholders and potential investors of the Company should exercise extreme caution when dealing in the Shares.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meaning:

"associates"	has the meaning as ascribed thereto under the Listing Rules
"Board"	the board of Directors
"Bondholder(s)"	the holder(s) of the Convertible Bonds

"Business Day(s)"	a day (other than a Saturday or Sunday or public holiday in Hong Kong or any day on which a tropical cyclone warning no.8 or above or a "black" rain warning signal is hoisted in Hong Kong at any time between 9.00am and 5.00pm) on which licensed banks in Hong Kong are open for business throughout their normal business hours
"Companies Act"	the Companies Act (As Revised) of the Cayman Islands, as amended from time to time
"Company"	Biosysen Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 01355)
"Completion"	completion of the Subscription pursuant to the terms and conditions of the Subscription and Settlement Agreement
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Conversion Price"	the conversion price per Conversion Share and initially at HK$0.155 per Conversion Share (subject to adjustments)
"Conversion Share(s)"	the Share(s) which may fall to be allotted and issued upon exercise of the conversion rights attaching to the Convertible Bonds
"Convertible Bonds"	HK$50.0 million zero coupon unsecured redeemable convertible bonds due 2031 to be issued by the Company to the Subscriber in accordance with the terms of the Subscription and Settlement Agreement
"Directors"	directors of the Company

"GM"	a general meeting of the Company to be convened and held for the Independent Shareholders to consider and, if thought fit, approve the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate)
"Group"	the Company and its subsidiaries
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"HK$"	Hong Kong dollars, the lawful currency for the time being of Hong Kong
"Independent Board Committee"	an independent committee of the Board comprising all the independent non-executive Directors established to advise the Independent Shareholders on (i) the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate); and (ii) the connected transaction regarding the Subscription (including the grant of the Specific Mandate) under the Listing Rules
"Independent Financial Adviser"	the independent financial adviser being a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activity under the SFO, to be appointed to advise the Independent Board Committee and the Independent Shareholders on the Subscription and Settlement Agreement and the transactions contemplated thereunder (including the grant of the Specific Mandate)

"Independent Shareholders"	the Shareholders who are not required to abstain from voting in respect of the Subscription and Settlement Agreement and the transactions contemplated thereunder
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Long Stop Date"	31 October 2026 or such other date as the Company and the Subscriber may agree in writing
"PRC"	the People's Republic of China, and for the purpose of this announcement only, excludes Hong Kong, Macau Special Administrative Region of the People's Republic of China and Taiwan
"SFC"	the Securities and Futures Commission
"SFO"	The Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended from time to time
"Share(s)"	ordinary shares of HK$0.01 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the Share(s)
"Shareholder's Loan"	has the meaning ascribed to it under the paragraph headed "THE SUBSCRIPTION AND SETTLEMENT AGREEMENT – The Settlement" in this announcement
"Specific Mandate"	the specific mandate to be sought from the Independent Shareholders for the allotment and issuance of the Conversion Shares

"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Subscriber"	Osibao Cosmetic International Limited, a company incorporated in Hong Kong with limited liability, a substantial Shareholder and is indirectly wholly-owned by Mr. Cheung Ching Mo, a non-executive Director
"Subscription"	the subscription for the Convertible Bonds by the Subscriber pursuant to terms and conditions of the Subscription and Settlement Agreement
"Subscription and Settlement Agreement"	the conditional subscription and settlement agreement dated 26 May 2026 entered into between the Company and the Subscriber in relation to the Subscription, as amended and/or supplemented from time to time
"Takeovers Code"	the Codes on Takeovers and Mergers and Share Buybacks
"%"	per cent.

By order of the Board
Biosysen Limited
Lee Tsz Yan
Executive Director

Hong Kong, 26 May 2026

As at the date of this announcement, the Board comprises Ms. Lee Tsz Yan as executive Director; Mr. Cheung Ching Mo and Mr. Hu Xinglong as non-executive Directors; and Mr. Wu Jilin, Mr. Lam Cheung Shing Richard and Mr. So Yin Wai as independent non-executive Directors.