THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

If you have sold or transferred all your shares in OmniVision Integrated Circuits Group, Inc., you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

OMNIVISION®

OmniVision Integrated Circuits Group, Inc.

豪威集成電路(集團)股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 0501)

PROPOSED ADOPTION OF THE 2026 H SHARE INCENTIVE SCHEME AND RELATED MATTERS AND NOTICE OF THE 2026 FIRST EXTRAORDINARY GENERAL MEETING

The notice convening the Extraordinary General Meeting of OmniVision Integrated Circuits Group, Inc. to be held at OmniVision Technology Park, 88 Shangke Road, Pilot Free Trade Zone, Shanghai, PRC on Wednesday, July 15, 2026 at 2:00 P.M. is set out in this circular. Whether or not you are able to attend the Extraordinary General Meeting, please complete and sign the enclosed form of proxy for use at the Extraordinary General Meeting in accordance with the instructions printed thereon and return it to the Company's H Share Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (for H Shareholders) as soon as possible but in any event not less than 24 hours before the time appointed for the Extraordinary General Meeting (i.e. not later than 2:00 P.M. on July 14, 2026 (Hong Kong time)) or the adjourned meeting (as the case may be). Completion and return of the form of proxy will not preclude shareholders from attending and voting in person at the Extraordinary General Meeting if they so wish.

Treasury Shares, if any and registered under the name of the Company, shall have no voting rights at the general meeting(s) of the Company. For the avoidance of doubt, solely from the perspectives of the Listing Rules, the Company shall, upon depositing any Treasury Shares in the CCASS, abstain from voting at any of its general meeting(s) in relation to those shares.

This circular together with the form of proxy are also published on the websites of Hong Kong Stock Exchange (**www.hkexnews.hk**) and the Company (**www.omnivision-group.com**). References to time and dates in this circular are to Hong Kong time and dates.

June 24, 2026

CONTENTS

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

"A Share(s)"	domestic share(s) of the Company with a nominal value of RMB1.00 each, which are listed on the Shanghai Stock Exchange and traded in Renminbi
"Adoption Date"	the date on which the H Share Incentive Scheme is adopted by the Shareholders in general meeting or if applicable, the date on which any other requisite approval(s) for the adoption of the Scheme as required under the Listing Rules is obtained, whichever is later
"Applicable Laws"	all applicable laws, regulations, ordinances or requirements of the relevant regulatory authorities including without limitation the PRC Company Law, the PRC Securities Law, the SFO, the Listing Rules and the relevant provisions of the Articles
"Articles"	the articles of association of the Company, as amended from time to time
"associate(s)"	shall have the meaning ascribed to it in the Listing Rules
"Authorized Persons"	has the meaning ascribed to it under the section headed "LETTER FROM THE BOARD — 3. Authorization to the Board and/or the Authorized Persons to Handle Matters Relating to the H Share Incentive Scheme" in this Circular
"Award(s)"	an award granted under the H Share Incentive Scheme by the Board to a Grantee, which may take the form of a Share Option or an RSU, as determined in the sole discretion of the Board
"Award Letter"	a letter issued by the Company to each grantee in such form as the Board may from time to time determine, setting out the terms and conditions of the Award
"Award Shares"	Shares underlying an Award, and includes (i) Treasury Shares, (ii) the new Shares allotted and issued by the Company to the trustee(s) under the Trust, or (iii) existing H Shares purchased or acquired on-market or off-market by the trustee(s) under the Trust, as determined at the sole discretion of the Board
"Board"	the board of Directors, from time to time
"Business Day"	any day on which the Stock Exchange is open for the business of dealing in securities
"CCASS"	the Central Clearing and Settlement System, a securities settlement system established and operated by the Hong Kong Securities Clearing Company Limited

"Chief executive"	shall have the meaning given to it in the Listing Rules
"Company" or "the Company" or "our Company"	OmniVision Integrated Circuits Group, Inc. (豪威集成電路(集團)股份有限公司), a joint stock company incorporated in the People's Republic of China with limited liability, the shares of which are listed on the Main Board of the Hong Kong Stock Exchange (stock code: 00501) and the Main Board of Shanghai Stock Exchange (stock code: 603501)
"Company Law"	the Company Law of the People's Republic of China (中華人民共和國公司法)
"Director(s)"	director(s) of the Company
"EGM" or "Extraordinary General Meeting"	the extraordinary general meeting of the Company to be held physically at 2:00 P.M. on Wednesday, July 15, 2026 at OmniVision Technology Park, 88 Shangke Road, Pilot Free Trade Zone, Shanghai, PRC for approving the resolutions as set out in this circular
"Eligible Participant(s)"	an Employee Participant(s)
"Employee Participant(s)"	any person who is an employee (whether full-time or part-time) or director (excluding the independent non-executive Directors) of any member of the Group on the Grant Date
"Exercise Period"	in respect of any Share Option, the period during which the Grantee may exercise the Share Option
"Exercise Price"	in respect of any Share Option, the price per Share at which a Grantee may subscribe for Shares upon the exercise of a Share Option awarded under the H Share Incentive Scheme
"Grant Date"	the date on which the grant of an Award is made to a Grantee, being the date of the Award Letter in respect of such Award, which must be a Business Day
"Grantee"	any Eligible Participant approved for participation in the Scheme and who has been granted any Award pursuant to the Scheme Rules
"Group"	the Company and its Subsidiaries from time to time, and the expression "member of the Group" shall be construed accordingly
"H Share(s)"	the ordinary Share(s) of the Company with a par value of RMB1.00 each, listed on the Main Board of the Hong Kong Stock Exchange (stock code: 00501)
"H Share Registrar"	Tricor Investor Services Limited
"H Shareholder(s)"	holder(s) of the H Share(s)

"HK$"	Hong Kong dollar(s), the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Hong Kong Stock Exchange" or "the Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Latest Practicable Date"	June 23, 2026, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information for inclusion in this circular
"Listing Committee"	the Listing Committee of the Stock Exchange
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
"PRC" or "China"	the People's Republic of China (for the purpose of H Share Incentive Scheme only, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan)
"PRC Company Law"	the Company Law of the People's Republic of China
"PRC Securities Law"	the Securities Law of the People's Republic of China
"Purchase Price"	in respect of an RSU, is the price per share a Grantee is required to pay for obtaining the H Shares comprising the RSU (if any), which will be stated in the Award Letter
"Remuneration and Evaluation Committee"	the Remuneration and Evaluation Committee of the Board of Directors of the Company (as updated from time to time)
"RSU"	an award which subject to fulfilment of the conditions as may be specified in the Award Letter, vests such number of H Shares as the Board may determine on the specified Eligible Participant in accordance with the terms of the Scheme Rules
"Scheme" or "H Share Incentive Scheme"	the "2026 H Share Incentive Scheme" to be adopted by the Company as proposed by the resolution of the Board passed on June 24, 2026
"Scheme Mandate Limit"	the limit on H Shares which may be issued in respect of all awards and Award Shares to be granted under the H Share Incentive Scheme adopted by the Company, as increased, refreshed or renewed or altered from time to time in accordance with the Scheme Rules, subject to compliance with any applicable laws, rules and regulations, which must not exceed 3.03% of the total number of Shares in issue (excluding Treasury Shares, if any) on the Adoption Date
"Scheme Period"	the period of 10 years commencing on the Adoption Date and ending on the tenth anniversary of the Adoption Date, unless terminated earlier in accordance with the Scheme Rules

"Scheme Rules"	the rules set out herein relating to the Scheme as amended from time to time
"SFO"	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
"Share(s)"	ordinary share(s) in the capital of our Company with a nominal value of RMB1.00 each, including A Shares and H Shares, or, if there has been a sub-division, consolidation, re-classification or re-construction of the share capital of the Company, shares forming part of the ordinary share capital of the Company of such other nominal amount as shall result from such sub-division, consolidation, re-classification or re-construction
"Share Option"	an award which vests in the form of the right to subscribe for such number of H Shares as the Board may determine during the Exercise Period at the Exercise Price in accordance with the terms of the Scheme Rules
"Shareholder(s)"	holder(s) of Shares
"Subsidiary" or "Subsidiaries"	any subsidiary (as such term is defined in the Listing Rules) of the Company
"substantial shareholder(s)"	has the meaning ascribed thereto under the Listing Rules
"Treasury Shares"	shall have the meaning ascribed to it in the Listing Rules
"Trust"	shall have the meaning as set out in the Scheme Rules
"Trustee"	means the professional trustee from time to time of the H Share Incentive Scheme appointed by the Company pursuant to the Scheme Rules
"Vesting Date"	the date or dates, as determined from time to time by the Board, on which an Award (or part thereof) is to vest in the relevant Grantee and upon which the Grantee may exercise the Award as determined by the Board pursuant to the Scheme Rules, unless a different Vesting Date is deemed to occur in accordance with the Scheme Rules
"Vesting Period"	in respect of any Award(s), the period commencing on the date of grant and ending on the date on which the relevant Award(s) (or any tranche thereof) vest in the Grantee in accordance with the vesting schedule and conditions specified in the relevant Award Letter, during which the Grantee has no right to the Award(s) (or any portion thereof that has not yet vested)
"%"	per cent

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豪威集成電路(集團)股份有限公司
(A joint stock company incorporated in the People's Republic of China with limited liability)
(Stock Code: 0501)

Executive Directors:
Mr. YU Renrong *(Chairman of the Board)*
Dr. GAO Wenbao
Mr. WU Xiaodong
Ms. QIU Huanping

Non-executive Directors:
Mr. LYU Dalong
Ms. CHEN Yu

Independent Non-executive Directors:
Mr. ZHU Liting
Ms. FAN Mingxi
Mr. MOU Lei

Registered office:
OmniVision Technology Park
88 Shangke Road
Pilot Free Trade Zone
Shanghai
PRC

Principal place of business in Hong Kong:
Room 1912, 19/F, Lee Garden One
33 Hysan Avenue
Causeway Bay
Hong Kong

June 24, 2026

To the Shareholders

Dear Sir/Madam,

PROPOSED ADOPTION OF THE 2026 H SHARE INCENTIVE SCHEME AND RELATED MATTERS AND NOTICE OF THE 2026 FIRST EXTRAORDINARY GENERAL MEETING

1. INTRODUCTION

The purpose of this circular is to provide you with, among other things, notice of the EGM as well as relevant details to enable you to make informed decisions on the adoption of the H Share Incentive Scheme and related matters proposed for voting at the EGM.

2. PROPOSED ADOPTION OF THE H SHARE INCENTIVE SCHEME

The Board has resolved to propose the adoption of the 2026 H Share Incentive Scheme for approval by the Shareholders. In approving the adoption of the 2026 H Share Incentive Scheme, the Board has considered the factors including the Group's to attract, remunerate, incentivize and retain talents. The Company will issue new H Shares, instruct the Trustee to purchase H Shares (either on-market or off-market), and/or transfer Treasury Shares to the Trustee for the purpose of the H Share Incentive Scheme.

As of the Latest Practicable Date, the Company did not operate any share schemes governed under Chapter 17 of the Listing Rules and held 8,780,663 A Share treasury Shares. The total number of new Shares which may be issued and allotted under this Scheme of the Company, being 38,000,000 H Shares (representing approximately 3.03% of the total number of Shares in issue (excluding Treasury Shares) on the Adoption Date assuming that there is no change in the issued Shares during the period from the Latest Practicable Date to the Adoption Date). The Scheme Mandate Limit may be adjusted or refreshed from time to time in accordance with the Scheme Rules, subject to compliance with any Applicable Laws, rules and regulations. In any event, the total number of Shares which may be issued pursuant to all Awards to be granted under this Scheme and options and awards to be granted under any other share schemes of the Company shall not exceed 10% of the relevant class of Shares in issue (excluding Treasury Shares) on the Adoption Date.

The H Share Incentive Scheme becoming effective is conditional upon:

(i) the passing of a resolution by the Shareholders to approve the adoption of the Scheme; and

(ii) the Listing Committee granting approval of the listing of, and permission to deal in, the H Shares to be allotted and issued pursuant to Awards.

Application will be made to the Stock Exchange for the approval of the listing of, and the permission to deal in, the Shares to be issued with respect to the Award Shares granted under the H Share Incentive Scheme.

As of the Latest Practicable Date, the Company does not have any specific plan for the grant of any Awards to any Grantees and no Trustee has been appointed under the H Share Incentive Scheme yet. None of the Directors will be the Trustee of the H Share Incentive Scheme or will have a direct or indirect interest in the Trustee (if any). The Trustee(s) (if any) holding unvested H Shares under the Trust shall abstain from voting on matters that require shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.

Summary of the principal terms of the H Share Incentive Scheme

A summary of the principal terms of the 2026 H Share Incentive Scheme is set out in Appendix I to this circular. This serves as a summary of the terms of the 2026 H Share Incentive Scheme but does not constitute the full terms of the same.

A. Purpose

The purpose of the H Share Incentive Scheme is:

i. to provide the Company with a flexible means of attracting, remunerating, incentivizing, retaining, rewarding, compensating and/or providing benefits to Eligible Participants;

ii. to align the interests of Eligible Participants with those of the Company and Shareholders by providing such Eligible Participants with the opportunity to acquire proprietary interests in the Company and become Shareholders; and

iii. to encourage Eligible Participants to contribute to the long-term growth, performance and profits of the Company and to enhance the value of the Company and its Shares for the benefit of the Company and Shareholders as a whole.

B. Scheme Period

Subject to early termination by the Board in accordance with the 2026 H Share Incentive Scheme Rules, the H Share Incentive Scheme shall remain in effect for a period of ten (10) years commencing on the Adoption Date.

C. Eligible Participants and Basis of Determining Eligibility

Eligible Participants as determined by the Board from time to time shall be eligible to participate in the Scheme. The Eligible Participants and the eligibility of the Eligible Participants shall include any Employee Participant(s), including any directors (excluding independent non-executive Directors) and an employee (whether full-time or part-time) of any member of the Group on the Grant Date. The eligibility of any of the Eligible Participants for a grant of Awards shall be determined by the Board from time to time on the basis of the Board's opinion as to the Eligible Participant's contribution to the development and growth of the Group. Without limiting the generality of the foregoing, in assessing the eligibility of Employee Participants, the Board will consider, among other things, educational background, professional experience, qualification, skills, knowledge, the length of service, job position, job duties, contribution to the Group and performance evaluation results of the Employee Participant.

Non-eligible Participant

The below person shall not be entitled to participate in the Scheme and such person shall therefore not be an Eligible Participant for the purposes of this Scheme.

i. resident in a place where the grant, acceptance or exercise of an Award pursuant to the Scheme is not permitted under, or contrary to, the laws and regulations of such place; or

ii. where, in the view of the Board, compliance with Applicable Laws and regulations in such place makes it necessary or expedient to exclude such person.

D. Scheme Mandate Limit

a. Scheme Mandate Limit

i. The total number of new Shares which may be issued and allotted under the H Share Incentive Scheme, being 38,000,000 H Shares (the "**Scheme Mandate Limit**") (representing approximately 3.03% of the total number of Shares in issue (excluding Treasury Shares) on the Adoption Date assuming that there is no change in the issued Shares during the period from the Latest Practicable Date to the Adoption Date. In any event, the total number of Shares which may be issued pursuant to all Awards to be granted under H Share Incentive Scheme and options and awards to be granted under any other share award schemes of the Company shall not exceed 10% of the total number of the relevant class of Shares in issue (excluding Treasury Shares) on the Adoption Date. The Scheme Mandate Limit may be adjusted or refreshed from time to time in accordance with the Scheme Rules, subject to compliance with any Applicable Laws, rules and regulations.

ii. Shares which may be issued pursuant to Awards which have lapsed in accordance with the terms of the Scheme Rules (or the terms of any other share schemes of the Company) shall not be counted for the purpose of calculating the Scheme Mandate Limit. For the avoidance of doubt, Awards which have been cancelled shall be regarded as utilized for the purpose of calculating the Scheme Mandate Limit.

b. Refreshing the Limit

i. The Company may refresh the Scheme Mandate Limit in certain period according to the Scheme Rules.

ii. The total number of Shares which may be issued in respect of all Awards to be granted under this Scheme and awards to be granted under all other schemes of the Company under the Scheme Mandate Limit as refreshed pursuant to Scheme Rules shall not exceed 10% of the Shares in issue (excluding Treasury Shares) as at the date of the aforesaid approval to refresh the Scheme Mandate Limit by the Shareholders in general meeting.

c. Grants beyond the Limit

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

E. Individual Limit

Where any grant to an Eligible Participant would result in the total number of Shares issued and to be issued pursuant to all Awards to be granted under the H Share Incentive Scheme, and all options and awards under all other share schemes of the Company (excluding those lapsed in accordance with the terms of the H Share Incentive Scheme and any other share schemes of the Company) in any twelve (12) month period up to and including the date of such grant to exceed 1.00% of the relevant class of Shares in issue (excluding Treasury Shares) as of the date of such grant, such grant shall be subject to relevant requirements under Chapter 17 of the Listing Rules.

Any grant of Awards funded by new Shares to Directors (other than an independent non-executive Director), Chief executives or substantial shareholders of the Company, or any of their respective associates, shall be subject to the prior approval of the independent non-executive Directors.

Where:

i. any grant of Awards (i.e., excluding grant of Share Options) to any Director (other than an independent non-executive Director) or Chief executive of the Company or any of their respective associates would result in the Shares issued and to be issued in respect of all awards granted (excluding any awards lapsed in accordance with the relevant Scheme Rules) 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 number of the relevant class of Shares in issue at the date of such grant (excluding Treasury Shares); or

ii. any grant of Awards to a substantial shareholder of the Company (or any of their respective associates) would result in the number of Shares issued and to be issued in respect of all options and awards granted (excluding any options and awards lapsed in accordance with the relevant Scheme Rules) 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 number of the relevant class of Shares in issue at the date of such grant (excluding Treasury Shares),

such further grant of Awards must be approved by Shareholders in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules, and the Grantee, his/her associates and all core connected persons of the Company must abstain from voting in favor of the relevant resolution at such general meeting.

F. Vesting of Awards

The Board may, subject to all Applicable Laws, rules and regulations, determine vesting periods for vesting of any Awards in its sole and absolute discretion. The Vesting Date in respect of any Awards to be satisfied by the issue of new Shares shall be not less than twelve (12) months from the Grant Date, save and except that the Awards to be granted to an Employee Participant may be subject to a vesting period of less than twelve (12) months in the following circumstances:

i. grants of "make whole" Awards to new Employee Participants to replace Awards such Employee Participants forfeited when leaving their previous employers;

ii. grants to an Employee Participant whose employment is terminated due to death or disability or occurrence of any out-of-control event where the vesting of the Awards may accelerate based on the discretion of the Board and/or the Authorized Persons, as the case may be;

iii. grants of Awards which are subject to the fulfilment of performance-based vesting conditions (instead of time-based vesting criteria) provided in the 2026 H Share Incentive Scheme Rules;

iv. where an Award is granted based on administrative or compliance requirements unrelated to the performance, the Vesting Date may be adjusted to reflect the date on which the award would have been granted had such administrative or compliance requirements not existed;

v. grants of Awards with a mixed or accelerated vesting schedule such that the Awards may vest evenly over a period of twelve (12) months; or

vi. grants of Awards with a total vesting and holding period of more than twelve (12) months.

The Board is of the view that (i) there are certain instances where a rigid twelve (12)-month vesting requirement would not be practicable or would not be fair to the Employee Participants; (ii) the Group requires a degree of flexibility to address exceptional circumstances where such flexibility is justified; and (iii) the Group should have the discretion to develop its own talent acquisition and retention strategies in light of evolving market conditions and competitive pressures within the industry, and should therefore have the ability to adopt vesting conditions, including performance-based vesting conditions, instead of time-based vesting criteria, as may be appropriate having regard to the individual circumstances. For instance, (1) in relation to make-whole grants, the replacement of Awards that were forfeited upon an Employee Participant's departure from a previous employer reduces a material impediment to talent acquisition and supports the objective of establishing a competitive team; (2) accelerated vesting upon the occurrence of death, disability or force majeure promotes equitable treatment of Employee Participants whilst acknowledging their prior contributions to the Group, which is consistent with the Company's obligations as a responsible employer; and (3) a performance-based vesting arrangement of shorter duration, linked to the achievement of specified deliverables, is consistent with the objective of the H Share Incentive Scheme to foster the long-term growth of the Company. In light of the foregoing, the Board is of the view that the shorter vesting periods set out above are consistent with prevailing market practice, are appropriate in the circumstances and are aligned with the purpose of the H Share Incentive Scheme.

G. Performance targets

i. The Board may, in respect of each Award and subject to all Applicable Laws, rules and regulations, determine such performance targets, criteria or conditions for vesting of Awards in its sole and absolute discretion. Any such performance targets, criteria or conditions shall be set out in the Award Letter. For the avoidance of doubt, an Award shall not be subject to any performance targets, criteria or conditions if none are set out in the relevant Award Letter.

ii. The Board (or body designated by the Board) shall specify in the Award Letter the person(s) of the Company that will assess how and whether such targets, criteria or conditions are satisfied.

iii. Performance targets, criteria or conditions are to be specified in the relevant Award Letter. Performance targets may combine qualitative and quantitative requirements and include an annual assessment of a Participant (e.g., skills, expertise, key performance indicators of his or her division, contribution to the Company) and/or performance of the Company (e.g., achieved financial indicators, progress for products, business milestones). From time to time the Board will conduct an assessment to compare performance to pre-established targets in order to determine whether and to what extent such targets have been achieved. After the assessment, if the Board determines that any of the specified performance targets have not been achieved, the unvested Award Shares will automatically lapse.

The Board (including the independent non-executive Directors) is of the view that it is not practicable to expressly set out a generic set of performance targets in the Scheme Rules, as each Grantee will play different roles and contribute in different ways to the Group. Instead, the Scheme Rules include factors to be considered by the Board for determining individual performance targets, if any, from time to time. Such performance targets may include, without limitation, the Company's business, financial, or operational performance, or any performance assessment criteria deemed reasonable and applicable to the Eligible Participant as to be determined by the Board in its absolute discretion, based on, among other considerations: business or financial milestones, transaction milestones, performance appraisal within a specified period reaching a desirable level, or the Grantee's anticipated future contribution to the Group (including with respect to their experience, expertise, insight, participation in specific projects, or achievement of specific work targets etc.).

For the avoidance of doubt, the H Share Incentive Scheme does not specify any performance targets which will be set forth in the applicable Award Letter.

The Board considers that it may not always be appropriate to impose performance targets particularly when the purpose of granting the Awards is to recognize Eligible Participants for their contributions. The Board believes that it is more beneficial to retain the flexibility in determining whether the performance targets are appropriate in view of the individual context of each grant. Such flexibility will place the Company in a better position to reward its personnel and retain human resources that are valuable to the growth and development of the Company as a whole, which will thereby facilitate the Company's achievement of purposes of the H Share Incentive Scheme which includes providing equity incentives to Eligible Participants and recognizing their contributions to the long-term growth and prosperity of the Group. It is expected that these mechanisms can encourage and incentivize Eligible Participants to strive to achieve performance goals with integrity, in turn benefiting the Company and its Shareholders as a whole, whilst prevent Eligible Participants from pursuing personal interests through unethical behaviour or misconduct. As such, the Board considers that the relevant terms of H Share Incentive Scheme align with its purpose of the Scheme by keeping the interests of the grantees in line with the interest of the Company and Shareholders.

Where no performance targets are to be imposed upon an Eligible Participant in the granting of any Award, the Board would have considered the quality of and potential contribution from the Eligible Participant including which would serve as a reward to the Eligible Participant to retain and incentivize high-calibre personnel that is valuable to the long-term growth of the Group.

The Board considers that retaining flexibility in determining whether performance targets are appropriate is more beneficial to the Company and aligns with the purposes of the Scheme for the following reasons:

(i) each Grantee plays a different role and contributes in different ways to the Group, and a generic set of performance targets cannot adequately accommodate such diversity. The flexibility enables the Board to tailor each Award to the individual context of each grant, whether to incentivize future performance or to recognize past contributions;

(ii) such arrangement directly serves the dual purposes of the Scheme, providing equity incentives and recognizing contributions to the Group's long-term growth, as the Board shall have regard to the Scheme's purposes in exercising its discretion and ensure the interests of Grantees remain aligned with those of the Company and Shareholders; and

(iii) where no performance targets are imposed, the Board would have assessed the Eligible Participant's quality, demonstrated contribution, and anticipated future value to the Group (including experience, expertise, and achievement of work targets) prior to granting the Award, thereby ensuring that a substantive evaluation of contribution is conducted in all cases. Such flexibility places the Company in a better position to retain high-calibre personnel valuable to the Group's growth and development.

The Directors are of the view that it is not practicable to expressly set out a generic set of performance targets in the Rules for the H Share Incentive Scheme, as each Grantee will play different roles and contribute in different ways to the Group. The Board shall have regard to the purpose of the H Share Incentive Scheme in making such determinations and ensure that appropriate specific performance targets will be set under particular circumstances of the relevant Grantee(s).

H. Clawback

Circumstances in which the Board may in its discretion consider it appropriate to apply clawback to an Award include, but are not limited to, the following:

i. The Board reasonably considers that the Grantee has, by reason of negligence, fraud or gross misconduct, caused or is reasonably likely to cause:

   a. material reputational damage to any member of the Group;

   b. a material adverse effect on the financial condition of any member of the Group;

   c. a material adverse effect on the business opportunities, ongoing performance or profitability prospects of any member of the Group;

   d. a breach of the terms of the Scheme in any material respect; or

   e. the Award granted to such Grantee ceasing to be appropriate and consistent with the purposes of the Scheme;

ii. the Grantee is charged with, sanctioned for or convicted of an offence, where such charge, sanction or conviction involves the integrity or honesty of the Grantee;

iii. a Grantee has committed a serious breach of any Applicable Laws or regulations in any relevant jurisdiction or of an internal policy, guidelines or code of any member of the Group or agreement with any member of the Group;

iv. without prejudice to the generality of paragraph iii above, the Grantee commits any act of professional misconduct, disclosure of the Group's confidential information, dereliction of duty, bribery or solicitation, misappropriation, theft, fraud, breach of a non-compete undertaking, or any other act prejudicial to the interests of the Group;

v. where the Company is required to exercise a clawback in accordance with the Applicable Laws, rules and regulations and/or pursuant to a request from any regulatory authority (including without limitation the Stock Exchange).

then the Board may make a determination at its absolute discretion that: (A) any Awards granted but not yet exercised shall immediately lapse, and (B) with respect to any H Shares delivered, or cash payment paid (subject to the circumstances that it is not practicable for the Grantee to receive H Shares upon vesting of the Awards or exercise of the Share Options under the Awards due to legal or regulatory restrictions), to the Grantee pursuant to any Awards granted under H Share Incentive Scheme, the Grantee shall be required to transfer back to the Company or its nominee (1) the equivalent number or a portion of H Shares, (2) an amount in cash equal to the market value of such H Shares or the cash payment, or (3) a combination of (1) and (2).

The Directors are of the view that such clawback mechanism in the Scheme Rules provides a choice for the Company to claw back the Awards granted to Grantees culpable of misconduct, ensuring that H Share Award Shares are granted only to those who act in the Company's best interests, which aligns with the purpose of the H Share Incentive Scheme. It provides the Board with more flexibility in setting the terms and conditions of the H Share Award Shares under particular circumstances of each grant, which would facilitate the objective to offer meaningful incentives to attract, motivate and retain skilled and experienced individuals that are valuable to the development of the Group, and is in line with the purpose of the H Share Incentive Scheme and the interests of Shareholders as a whole.

In conclusion, the Directors are of the view that the terms of H Share Incentive Scheme align with the purpose of the H Share Incentive Scheme.

I. Documents on Display

A copy of the scheme document of the H Share Incentive Scheme will be published on the websites of the Stock Exchange and the Company for display for a period of not less than 14 days before the date of the EGM and the scheme document of the H Share Incentive Scheme will be made available for inspection at the EGM.

Listing Rules Implications

Pursuant to Chapter 17 of the Listing Rules, the H Share Incentive Scheme will constitute a share scheme of the Company involving the issue of new Shares and therefore the adoption of the H Share Incentive Scheme is subject to the approval of the Shareholders. The terms of the H Share Incentive Scheme are in accordance with the relevant requirements under Chapter 17 of the Listing Rules.

The above resolution has been approved by the Board and is hereby proposed at the EGM for Shareholders' consideration and approval.

Others

The Company understands that whilst the Scheme is not restricted to executives and employees of the Group, the adoption of the Scheme would not constitute an offer to public and be subject to prospectus requirements under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong).

3. AUTHORIZATION TO THE BOARD AND/OR THE AUTHORIZED PERSONS TO HANDLE MATTERS RELATING TO THE H SHARE INCENTIVE SCHEME

In order to implement the H Share Incentive Scheme, pursuant to the provisions of the relevant laws, regulations and regulatory documents such as the Listing Rules and the Articles, it is hereby submitted to the EGM to authorize the Board and/or the Authorized Persons to take all relevant measures and deal with all relevant matters to approve and execute on behalf of the Company such documents as are necessary, appropriate or expedient for the purpose of giving effect and implementation of the H Share Incentive Scheme and to handle matters relating to the H Share Incentive Scheme. The authorization to the Board and/or the Authorized Persons to handle matters related to the Scheme, includes but is not limited to:

i. interpreting and explaining the Scheme Rules and terms related to Awards granted from time to time;

ii. formulating or amending arrangements, guidelines, procedures, and/or rules for the management, interpretation, implementation, and operation of the Scheme in accordance with the Scheme Rules;

iii. performing all acts necessary to implement the Scheme, including but not limited to: (i) the appointment of qualified Trustees; (ii) the execution of all trust instruments; (iii) the issuance of new H Shares pursuant to the Scheme Rules; and (iv) directing Trustee(s) to subscribe for such H Shares on behalf of participants;

iv. deciding to grant Awards to Eligible Participants selected from time to time;

v. determining and adjusting specific arrangements for Awards under the Scheme, including but not limited to the number of Eligible Participants, names, Grant Dates, Purchase Price, Exercise Price, Vesting Date, vesting criteria, performance targets, clawback arrangements, and other conditions;

vi. formulating and/or approving the format of Award Letters;

vii. deciding how to handle the vesting of Award Shares for Eligible Participants in accordance with the terms of the Scheme;

viii. making appropriate and fair adjustments to the terms of Awards under the Scheme as deemed necessary;

ix. determining the commencement or termination date of Awards based on the start or termination dates of the Eligible Participants' employment with any member of the Group;

x. following the allocation and issuance of new Shares under the Scheme, increasing the Company's registered capital and making appropriate and necessary amendments to the Articles based on the method, type, number of new Shares allocated and issued, and the Company's equity structure after the new share allocation and issuance, and completing related registration with the relevant registration authorities in accordance with applicable domestic and foreign laws, regulations, and normative documents;

xi. if the Board deems appropriate, terminating the Scheme early before its expiration; and

xii. taking any other measures or actions deemed necessary or prudent to implement the Scheme Rules and/or the terms and intent of the Awards.

The above authorization to the Board and/or the Authorized Persons shall remain effective during the validity period of the Scheme.

4. EGM ARRANGEMENT

The notice of the Extraordinary General Meeting is set out on pages 32 to 33 of this circular.

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

A form of proxy for use at the Extraordinary General Meeting is enclosed with this circular and such form of proxy is also published on the websites of Hong Kong Stock Exchange (**www.hkexnews.hk**) and the Company (**www.omnivision-group.com**). To be valid, the form of proxy must be completed and signed in accordance with the instructions printed thereon and deposited at the Company's H Share registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible but in any event not less than 24 hours before the time appointed for the Extraordinary General Meeting (i.e. not later than 2:00 p.m. on July 14, 2026 (Hong Kong time)) or the adjourned meeting (as the case may be). Completion and delivery of the form of proxy will not preclude you from attending and voting at the Extraordinary General Meeting if you so wish.

Closure of the Register of Shareholders

In order to determine the Shareholders entitled to attend and vote at the EGM, the Company's H Share register will be closed from Friday, July 10, 2026 to Wednesday, July 15, 2026 (both days inclusive), during which period no transfer of H Shares will be registered. The record date will be Wednesday, July 15, 2026.

Holders of H Shares whose names appear on the register of members of the Company on Wednesday, July 15, 2026 are entitled to attend and vote at the EGM in respect of all resolutions to be proposed. In order for Shareholders to attend the EGM, share certificates accompanied by the transfer documents must be lodged with the Company's H Share Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (for holders of the Company's H Shares) for registration not later than 4:30 p.m. on Thursday, July 9, 2026.

5. VOTING AT THE EGM

Pursuant to Rule 13.39(4) of the Listing Rules, any votes of the Shareholders at the EGM must be taken by poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. The Company will announce the results of the poll after the EGM in the manner prescribed under Rule 13.39(5) of the Listing Rules.

Treasury Shares, if any and registered under the name of the Company, shall have no voting rights at the general meeting(s) of the Company. For the avoidance of doubt, solely from the perspective of the Listing Rules, the Company shall, upon depositing any Treasury Shares in the CCASS, abstain from voting at any of its general meeting(s) in relation to those Shares.

As at the Latest Practicable Date, the Company held 8,780,663 Treasury A Shares, which shall carry no voting rights at the EGM. Save as disclosed above, to the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, no other Shareholder shall abstain from voting on the resolutions to be proposed at the EGM.

6. RECOMMENDATION

The reasons the Company proposes to adopt the H Share Incentive Scheme have been described under the section headed Purposes" set out in Appendix I The Directors are of the view that the terms of the H Share Incentive Scheme are on normal commercial terms, fair and reasonable and in the interests of the Company and its Shareholders as a whole.

The Board considers that all the proposed resolutions set out in the notice of the EGM are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends the Shareholders vote in favor of the relevant resolutions to be proposed at the EGM.

7. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

Yours faithfully,
By order of the Board
OmniVision Integrated Circuits Group, Inc.
Mr. YU Renrong
Chairman of the Board and Executive Director

The following is a summary of the principal terms of the H Share Incentive Scheme to be adopted at the EGM. It does not form part of, nor is it intended to be part of the terms of the H Share Incentive Scheme. The Directors reserve the right at any time prior to the EGM to make such amendments to the H Share Incentive Scheme as they may consider necessary or appropriate provided that such amendments do not conflict with any material aspects with the summary in this Appendix.

1. PURPOSES

The purpose of the H Share Incentive Scheme is:

(i) to provide the Company with a flexible means of attracting, remunerating, incentivizing, retaining, rewarding, compensating and/or providing benefits to Eligible Participants;

(ii) to align the interests of Eligible Participants with those of the Company and Shareholders by providing such Eligible Participants with the opportunity to acquire proprietary interests in the Company and become Shareholders; and

(iii) to encourage Eligible Participants to contribute to the long-term growth, performance and profits of the Company and to enhance the value of the Company and its Shares for the benefit of the Company and Shareholders as a whole.

2. SOURCE OF AWARD SHARES

The Award Shares shall be satisfied by (i) new H Shares allotted and issued by the Company (including the transfer of Treasury Shares), or (ii) existing H Shares purchased or acquired on-market or off-market by the trustee(s) under the Trust or existing H Shares transferred by any Shareholder(s) to the trustee(s) under the Trust.

3. LIFE OF SCHEME

Except for early termination as determined by the Board pursuant to the Scheme Rules, the H Share Incentive Scheme is valid for a period of ten (10) years starting from the Adoption Date.

4. ELIGIBLE PARTICIPANT AND BASIS OF DETERMINING ELIGIBILITY

Eligible Participants as determined by the Board from time to time shall be eligible to participate in the Scheme. The Eligible Participants shall include any Employee Participant(s), including any directors (excluding independent non-executive Directors) and an employee (whether full-time or part-time) of any member of the Group on the Grant Date including persons who are granted Awards under the H Share Incentive Scheme as an inducement to enter into employment contracts with any member of the Group.

The eligibility of any of the Eligible Participants for a grant of Awards shall be determined by the Board from time to time on the basis of the Board's opinion as to the Eligible Participant's contribution to the development and growth of the Group. Without limiting the generality of the foregoing, in assessing the eligibility of Employee Participants, the Board will consider, among other things, educational background, professional experience, qualifications, skills, knowledge, the length of service, job position, job duties, contribution to the Group and performance evaluation results of the Employee Participant.

Unless otherwise determined by the Board, the circumstances in which a Grantee ceases to be an Eligible Participant will include, but not be limited to, the following:

i. a Grantee ceases to be an Eligible Participant by reason of the Grantee's retirement;

ii. a Grantee ceases to be an Eligible Participant by reason of (a) work-related death of the Grantee; or (b) the termination of the Grantee's employment or contractual engagement with any member of the Group by reason of the Grantee's work-related permanent physical or mental incapacity; or

iii. unless otherwise determined by the Board: a Grantee ceases to be an Eligible Participant, (a) where the Grantee's employment or contractual engagement with the Group is terminated, for reasons other than those set out in the preceding provisions of retirement, work-related death or permanent incapacity, including but not limited to the cases of resignation, termination of employment or engagement by mutual agreement, dismissal, redundancy or non-work-related death or permanent incapacity; or (b) where the Grantee's employment or contractual engagement with the Group has been suspended, or the Grantee's position within or in relation to the Group has been vacated for more than six months at any time in the course of employment.

Non-eligible Participant

The below person shall not be entitled to participate in the Scheme and such person shall therefore not be an Eligible Participant for the purposes of this Scheme.

i. resident in a place where the grant, acceptance or exercise of an Award pursuant to the Scheme is not permitted under, or contrary to, the laws and regulations of such place; or

ii. where, in the view of the Board, compliance with Applicable Laws and regulations in such place makes it necessary or expedient to exclude such person.

5. ADMINISTRATION

The H Share Incentive Scheme is administered by the Board of the Company:

i. The Board shall be responsible for administering the Scheme in accordance with the Scheme Rules.

ii. The authority to administer the Scheme may be delegated by the Board to the any committee or one or more directors deemed appropriate at the sole discretion of the Board, including its powers to offer or grant Awards and to determine the terms and conditions of such Awards.

iii. Decisions of such committee duly established or person(s) duly appointed by the Board in accordance with the Scheme Rules in relation to the operation of the Scheme or interpretation of the Scheme Rules shall be final and binding on all parties. In the event of any disagreement or ambiguity, the decision of the Board shall prevail.

iv. The Board may from time to time appoint one or more administrators, who may be independent third-party contractors, to assist in the administration of the Scheme, and may, at its sole discretion, delegate to them such functions relating to the administration of the Scheme as it may think fit. The duration of office, terms of reference and remuneration (if any) of such administrator(s) shall be determined by the Board in its sole discretion from time to time.

Powers of the Board or the Authorized Persons

The Board and/or Authorized Persons shall have the power from time to time to:

i. construe and interpret the Scheme Rules and the terms of the Awards granted from time to time;

ii. make or vary such arrangements, guidelines, procedures and/or regulations for the administration, interpretation, implementation and operation of the Scheme, provided that they are not inconsistent with the Scheme Rules;

iii. perform all acts necessary to implement the H Share Scheme, including but not limited to: (a) the appointment of qualified trustees; (b) execution of all trust instruments; (c) issuance of new H Shares pursuant to the Scheme Rules; and (d) directing trustees to subscribe for such H Shares on behalf of participants;

iv. grant Awards to those Eligible Participants whom they shall select from time to time;

v. determine the terms and conditions of Awards granted under the Scheme including but not limited to number of Awards, Purchase Price, Exercise Price, Vesting Dates, vesting criteria, performance targets, clawback arrangements and other conditions;

vi. approve the form of Award Letters;

vii. decide how the vesting of the Awards Shares will be settled pursuant to Scheme Rules;

viii. make such appropriate and equitable adjustments to the terms of Awards granted under the Scheme as they deem necessary;

ix. determine the commencement or termination date of the Award subject to the commencement or termination of an Eligible Participant's or Grantee's employment with any member of the Group;

x. upon completion of the allotment and issuance of new Shares under the Scheme, to increase the registered capital of the Company and make such appropriate and necessary amendments to the Articles in accordance with the manner, class, number of new Shares so allotted and issued and the equity structure of the Company at the time of completion of such allotment and issuance, and to handle the relevant registration matters with the competent registration authorities in accordance with applicable domestic and overseas laws, regulations and normative documents;

xi. if the Board deems appropriate, terminating the Scheme early before its expiration; and

xii. take such other steps or actions as they deem necessary or prudent to give effect to the terms and intent of the Scheme Rules and/or Awards.

The exercise of powers of the Board and/or Authorized Persons shall be subject to compliance with the Listing Rules.

None of the directors of the Company or any Authorized Persons shall be personally liable by reason of any contract or other instrument executed by him/her, or on his/her behalf or for any mistake of judgment made in good faith, for the purposes of the Scheme, and the Company shall indemnify and hold harmless each member of the Board in relation to the administration or interpretation of the Scheme, against any cost or expense (including legal fees) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising out of any act or omission to act in connection with the Scheme unless arising out of such person's own wilful default, fraud or bad faith.

6. GRANTING OF AWARDS

Grants and Types of Awards

i. The Board may, from time to time, in their absolute discretion select any Eligible Participant to be a Grantee and, subject to these Scheme Rules, grant an Award, the nature and amount of which shall be determined by the Board, to such Grantee during the Scheme Period.

ii. An Award may take the form of an RSU or a Share Option, or a combination of both.

Additional Approvals for Grants Beyond Individual Limits

i. Grants of Awards funded by new Shares to an individual Eligible Participant shall be subject to the following additional rules:

(a) Any grant of Awards (including Share Options or RSUs) to each Eligible Participant would result in the H Shares issued and to be issued in respect of all options and awards granted to such Participant (excluding any Share Options and RSUs lapsed in accordance with the terms of the scheme of the Company) in the 12-month period up to and including the date of such grant representing in aggregate over 1% of the total issued shares of the Company (excluding Treasury Shares), such grant shall be subject to separate approval of the Shareholders in general meeting with the relevant Eligible Participant and their close associates (or associates if the Eligible Participant is a connected person of the Company) abstaining from voting. A circular shall be sent to the Shareholders disclosing the information required to be disclosed under the Listing Rules. The number and terms of the Awards to be granted to such Eligible Participant shall be fixed before the Shareholders' approval is sought.

(b) For any Share Options to be granted in circumstances under paragraph (a) above the date of the Board meeting for proposing such further grant shall be the Grant Date for the purpose of calculating the Exercise Price.

ii. Grants of Awards funded by new Shares to any Director (excluding the independent non-executive Directors), Chief executive or a substantial shareholder of the Company, or any of their respective associates, shall be subject to the following additional rules:

(a) Such grant shall be subject to the prior approval of the independent non-executive Directors of the Company.

(b) Grants to any Director or senior manager of the Company, which are made on terms with a vesting period less than twelve (12) months or without a performance target or without a clawback mechanism (each of which, a "**Unique Term**"), shall be reviewed by the Remuneration and Evaluation Committee as to why the Unique Term is appropriate and how the grant nevertheless aligns with the purpose of the Scheme.

(c) In addition:

(aa) where any grant of Awards (i.e., excluding grant of Share Options) to any Director (other than an independent non-executive Director) or Chief executive of the Company or any of their respective associates would result in the Shares issued and to be issued in respect of all awards granted (excluding any awards lapsed in accordance with the terms of the relevant Scheme Rules) 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 number of the relevant class of Shares in issue at the date of such grant (excluding Treasury Shares); or

(bb) where any grant of Awards to a substantial shareholder of the Company (or any of its respective associates) would result in the number of Shares issued and to be issued in respect of all options and awards granted (excluding any options and awards lapsed in accordance with the terms of the relevant Scheme Rules) 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 number of the relevant class of Shares in issue at the date of such grant (excluding Treasury Shares),

such further grant of Awards must be approved by Shareholders of the Company in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules, and the Grantee, his/her associates and all core connected persons of the Company must abstain from voting in favor at such general meeting.

Restrictions on Grants

i. No Award shall be granted to any Eligible Participant during the following time periods, and no instructions to purchase any Shares shall be given to the Trustee under the Scheme:

(a) in circumstances prohibited by the Listing Rules or at a time when the relevant Eligible Participant would be prohibited from dealing in the Shares by the Listing Rules (including the Model Code for Securities Transactions by Directors of Listed Issuers, set out in Appendix C3 to the Listing Rules) or by any applicable rules, regulations or law;

(b) where the Company has come to its knowledge or is in possession of any unpublished inside information in relation to the Company, until (and including) the trading day after such inside information has been announced; and

(c) during the period commencing thirty (30) days immediately preceding the earlier of (including any period of delay in publishing the results announcement): (i) the date of the board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) for approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (ii) the deadline for the Company to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the results announcement.

ii. Additionally, no Award shall be granted to any Eligible Participant under the following circumstances:

(a) if any member of the Group is required under Applicable Laws, rules or regulations to issue a prospectus or other offer documents in respect of such grant or the Scheme;

(b) where such grant or dealing in the Shares in respect of such grant would result in a breach by any member of the Group or any of its directors of any Applicable Laws, rules, regulations or codes in any jurisdiction from time to time (including the PRC Company Law, the PRC Securities Law and the Articles),

(c) in circumstances where the requisite approval from any applicable governmental or regulatory authority has not been obtained, provided that to the extent permissible in accordance with Applicable Laws, rules and regulations an Award may be made conditional upon such approval being obtained;

(d) in circumstances which would result in a breach of the Scheme Mandate Limit, provided that to the extent permissible in accordance with Applicable Laws, rules and regulations an Award may be made conditional upon the Scheme Mandate Limit being refreshed or approval of Shareholders being otherwise obtained;

(e) where such Award is to a connected person and, under the Listing Rules, requires the specific approval of Shareholders, until such approval of Shareholders is obtained provided that to the extent permissible in accordance with Applicable Laws, rules and regulations an Award may be made conditional upon such specific shareholder approval being obtained;

(f) Upon the occurrence of any of the following circumstances:

(aa) the certified public accountant issues an adverse opinion or a disclaimer of opinion in respect of the latest fiscal year's financial and accounting report thereof; or

(bb) the Company is subject to administrative punishment imposed by CSRC due to a material violation of laws and regulations in the latest year.

(g) Any of the following circumstances occurs to the Grantee:

(aa) who is publicly censured or declared as an inappropriate candidate by the CSRC or the Stock Exchange within three years before the Date of the Grant;

(bb) personnel who have committed any material violation of laws or regulations within three years before the date of granting being determined as inappropriate personnel by the Stock Exchange, the CSRC or their local offices or imposed with an administrative penalty or prohibition of the market access;

(cc) disqualification from acting as a director, supervisor or senior officer of a company under the Company Law of the PRC; or

(dd) other circumstances as recognized by the CSRC or the Stock Exchange in which participation in any share schemes is prohibited.

iii. To the extent that an Award shall be settled by the delivery of new Shares, the grant of such Award shall be conditional upon the Listing Committee of the Stock Exchange granting approval to the listing of, and permission to deal in, such Shares and the satisfaction of any other conditions as may be considered necessary or appropriate by the Board.

7. AWARD LETTER

The Company shall, in respect of each grant of Awards, on the Grant Date issue a letter to the Grantee in such form as the Board may from time to time determine setting out the terms and conditions of the Award (an "**Award Letter**"), which may include the number of Award Shares in respect of which the Award relates, the Purchase Price or Exercise Price (as applicable), the vesting criteria and conditions, the Vesting Date, any minimum performance targets that must be achieved and any such other details as the Board may consider necessary, and requiring the Grantee to undertake to hold the Award on the terms of the Award Letter and be bound by the provisions of this Scheme.

8. ACCEPTANCE

No consideration is payable by a Grantee to the Company for acceptance of the Awards under H Share Incentive Scheme.

To the extent that an Award or part thereof is not accepted within the time and in the manner indicated in Scheme Rules, the portion not accepted shall be deemed to have been irrevocably declined and shall automatically lapse.

9. PURCHASE PRICE AND EXERCISE PRICE

For Awards which take the form of RSUs, the Purchase Price of such RSUs shall be determined by the Board in its absolute discretion and notified to the Grantee in the Award Letter with reference to the purpose of the Scheme and the characteristics of the relevant Grantee.

For Awards which take the form of Share Options, the Exercise Price for such Share Options shall be such price determined by the Board in its absolute discretion and notified to the Eligible Participant in the Award Letter, provided that the Exercise Price shall in any event be no less than the higher of:

i. the nominal value per H Share;

ii. the closing price of the H Shares as stated in the daily quotations sheet issued by the Stock Exchange on the Grant Date; and

iii. the average closing price of the H Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five (5) Business Days immediately preceding the Grant Date.

10. VESTING OF AWARDS

The Board may in respect of each Award and subject to all Applicable Laws, rules and regulations determine such vesting criteria and conditions or periods for vesting of the Award in its sole and absolute discretion. The relevant Vesting Date of any Award shall be set out in the Award Letter.

The Vesting Date in respect of any Award to be satisfied by the issue of any new Shares Award shall be not less than twelve (12) months from the Grant Date, *provided that* for Employee Participants, the Vesting Date may be less than twelve (12) months from the Grant Date (including on the Grant Date) in the following circumstances:

(a) grants of "make whole" Share Awards to new Employee Participants to replace Share Awards such Employee Participants forfeited when leaving their previous employers;

(b) grants to an Employee Participant whose employment is terminated due to death or disability or occurrence of any out of control event, where the vesting of the Awards may accelerate based on the discretion of the Board and/or the Authorized Persons, as the case may be;

(c) performance-based vesting conditions provided in the scheme document under Scheme Rules, in lieu of time-based vesting criteria;

In particular, such circumstances may include (i) the Company achieves a major strategic or financial target which are also included as the performance-based vesting conditions of the relevant Employee Participant; and (ii) the Employee Participant delivers results and therefore fulfill the performance-based vesting conditions.

(d) grants of Awards that are made in batches during a year for administrative and compliance reasons. They may include Awards that should have been granted earlier but had to wait for a subsequent batch. In such cases the vesting periods may be shorter to reflect the time from which an Award would have been granted;

In particular, such circumstances may include (i) the Company may need to report to the regulators or relevant exchanges in consolidated batches prior to the grant of the Awards; (ii) the administrative timing may depend on the schedules board meetings and Remuneration and Evaluation Committee reviews; (iii) the Company may intend to align grants with reporting cycles including annual and interim reporting cycles; and (iv) the payroll systems may only process grants in batches for efficiency and audit control. Such vesting period has to be shortened as by preventing dissatisfaction of the Employees Participants who have demonstrated value and such delay is solely unrelated to the performance of Employees Participants but only out of administrative and compliance reasons. The mechanism ensures fairness without undermining the principle that rewards are tied to Company success, thereby maintaining alignment between Employees Participants, the Company, and Shareholders.

Awards that should have been granted earlier but had to wait for a subsequent batch typically arise due to administrative and compliance requirements that prevent immediate issuance. For example, grants may need to be synchronized with regulatory filings, Board approvals, or disclosure obligations, which are often scheduled at fixed intervals. In addition, equity management systems or internal controls may only process grants in consolidated batches to ensure accuracy, auditability, and consistency across Employees Participants. As a result, some Awards that were intended to be granted earlier are delayed until the next batch cycle.

The Board is of the view that such arrangement complies with the purpose of the Scheme particularly when the Company has control of the timing of grants in the above circumstances as shortening vesting for delayed batch grants ensures Employee Participants are not disadvantaged simply due to administrative or compliance matters and the proactiveness of the Company in preserving fairness and safeguarding the interests of the Employee Participants reinforce trust and make the Scheme more attractive to outstanding talents.

(e) grants of Awards with a mixed or accelerated vesting schedule such as where the Awards may vest evenly over a period of twelve (12) months; or

In particular, such circumstances may include (i) the monthly vesting allows the Employee Participants keep engaged for a full year; and (ii) tying a significant portion to product R&D progress or milestone.

(f) grants of Awards with a total vesting and holding period of more than twelve (12) months.

In particular, such circumstances may include (i) retaining participants for long-term service by way of phased vesting throughout the extended vesting and holding period and (ii) tying a significant portion to completion of a specific project or milestone.

Grants with a total vesting and holding period of more than twelve (12) months may need to be accelerated under certain circumstances to better align the timing of performance fulfillment and the Awards. Also, it may also be necessary in cases of outstanding performance or critical retention needs, where immediate recognition or incentive is essential to secure key talent. By allowing acceleration in these exceptional cases, the Company ensures that the Scheme aligns with its purpose, which is to attract and retain outstanding talent, to motivate participants to contribute to performance, and to align long term interests of Shareholders, the Company, and the Employee Participants, thereby promoting sustainable development.

If a Vesting Date is not a Business Day, such Vesting Date shall, subject to any trading halt or suspension of dealings in the Shares on the Stock Exchange, be deemed to be the next Business Day immediately thereafter.

11. EXERCISE PERIOD AND VESTING PERIOD

The Exercise Period for any vested Share Options shall be such period determined by the Board in its absolute discretion and notified to the Eligible Participant in the Award Letter, provided that the Exercise Period shall not be longer than ten (10) years from the Grant Date. A Share Option shall lapse automatically and shall not be exercisable (to the extent not already exercised) on the expiry of the tenth anniversary from the Grant Date.

The vesting period for any award of RSUs shall be such period as may be determined by the Board in its absolute discretion and notified to the Eligible Participant in the Award Letter. For the avoidance of doubt, the Board may determine that no vesting period shall apply to RSU and that the RSUs shall be settled upon the Vesting Date without further action by the Grantee.

12. PERFORMANCE TARGETS

i. The Board may, in respect of each Award and subject to all Applicable Laws, rules and regulations, determine such performance targets, criteria or conditions for vesting of Awards in its sole and absolute discretion. Any such performance targets, criteria or conditions shall be set out in the Award Letter. For the avoidance of doubt, an Award shall not be subject to any performance targets, criteria or conditions if none are set out in the relevant Award Letter.

ii. The Board (or body designated by the Board) shall specify in the Award Letter the person(s) of the Company that will assess how and whether such targets, criteria or conditions are satisfied.

iii. Performance targets, criteria or conditions are to be specified in the relevant Award Letter. Performance targets may combine qualitative and quantitative requirements and include an annual assessment of a Participant (e.g., skills, expertise, key performance indicators of his or her division, and contribution to the Company) and/or the performance of the Company (e.g., achievement of financial indicators, and progress in relation to products, business milestones). From time to time the Board will conduct an assessment to compare performance against pre-established targets in order to determine whether and to what extent such targets have been achieved. Following such assessment, if the Board determines that any of the specified performance targets have not been achieved, the unvested Award Shares will automatically lapse.

13. EXPENSES

Any stamp duty, taxes, trading fee and other, if any, or other direct costs and expenses arising on the sale of the Award Shares and cash payment during the settlement of an Award pursuant to the relevant Scheme Rules shall be borne by the Grantees and deducted from the amount payable to the Grantees.

14. LAPSE OF AWARDS

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

(a) the expiry of any applicable Exercise Period;

(b) the date on which the Board makes a determination under the Scheme Rules;

(c) the expiry of any of the periods for accepting the Award as referred to in the Scheme Rules;

(d) the expiry of any of the periods for exercising the Award as referred to in the Scheme Rules;

(e) the date on which the Grantee commits a breach of the Scheme Rules;

(f) the date on which the Grantee gives written notice to the Board that such Award is forfeited by the Grantee; and

(g) the date on which the Board determines that any specified performance targets have not been achieved.

ii. The Board shall have the power to decide whether an Award shall lapse and its decision shall be binding and conclusive on all parties. The Company shall not owe any liability to any Grantee for the lapse of any Award under the Scheme Rules. Shares which may be issued pursuant to Awards which have lapsed in accordance with the terms of the Scheme Rules shall not be counted for the purpose of calculating the Scheme Mandate Limit.

15. CANCELLATION OF AWARDS

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

The Board may in its sole discretion determine to buyout an Award from a Grantee at a price, and on such terms as, deemed fair and communicated to the Grantee, following which, the purchased Award shall be cancelled.

Issuance of new Awards to the same Grantee whose Awards have been cancelled pursuant to the Scheme Rules may only be made if there are unissued Awards available under the Scheme Mandate Limit and in compliance with the terms of the Scheme. Awards cancelled pursuant to the terms of the Scheme Rules (or the terms of any other share schemes of the Company) shall be counted as utilized for the purpose of calculating the Scheme Mandate Limit.

16. CLAWBACK

Circumstances in which the Board may in its discretion consider it appropriate to apply clawback to an Award include, but are not limited to, the following:

a. the Board reasonably considers that the Grantee has, by reason of negligence, fraud or gross misconduct, caused or is reasonably likely to cause:

   a) material reputational damage to any member of the Group;

   b) a material adverse effect on the financial condition of any member of the Group;

   c) a material adverse effect on the business opportunities, ongoing performance or profitability prospects of any member of the Group;

   d) a breach of the terms of the Scheme in any material respect; or

   e) the Award granted to such Grantee ceasing to be appropriate and consistent with the purposes of the Scheme;

b. the Grantee is charged with, sanctioned for or convicted of an offence, where such charge, sanction or conviction involves the integrity or honesty of the Grantee;

c. a Grantee has committed a serious breach of any Applicable Laws or regulations in any relevant jurisdiction or of an internal policy, guidelines or code of any member of the Group or agreement with any member of the Group;

d. without prejudice to the generality of paragraph (c) above, the Grantee commits any act of professional misconduct, disclosure of the Group's confidential information, dereliction of duty, bribery or solicitation, misappropriation, theft, fraud, breach of a non-compete undertaking, or any other act prejudicial to the interests of the Group; or

e. where the Company is required to exercise a clawback in accordance with the Applicable Laws, rules and regulations and/or pursuant to a request from any regulatory authority (including without limitation the Stock Exchange),

then the Board may make a determination at its absolute discretion that: (A) any Awards granted but not yet exercised shall immediately lapse, and (B) with respect to any H Shares delivered, or cash payment paid (subject to the circumstances that it is not practicable for the Grantee to receive H Shares upon vesting of the Awards or exercise of the Share Options under the Awards due to legal or regulatory restrictions), to the Grantee pursuant to any Awards granted under H Share Incentive Scheme, the Grantee shall be required to transfer back to the Company or its nominee (1) the equivalent number or a portion of H Shares, (2) an amount in cash equal to the market value of such H Shares or the cash payment, or (3) a combination of (1) and (2).

17. RESTRICTIONS ON AWARDS

Voting and Dividend Rights

Awards do not carry any right to vote at general meetings of the Company, nor any right to dividends, transfer or other rights. No Grantee shall have any right to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions from any H Shares underlying the Awards. No Grantee shall enjoy any of the rights of a Shareholder by virtue of the grant of an Award unless and until the H Shares underlying an Award are delivered to the Grantee pursuant to the vesting and exercise of such Award.

Non-transferability of Awards

Awards shall be personal to the Grantee to whom they are made and shall not be assignable or transferable, except in circumstances where the written consent of the Company has been obtained and a waiver has been granted by the Stock Exchange for such transfer in compliance with the requirements of the Listing Rules and provided that any such transferee shall be bound by the Rules of this Scheme and all applicable Award Letters as if the transferee were the Grantee.

Any breach of the Scheme Rules shall entitle cause the applicable outstanding Award to lapse. For this purpose, a determination by the Board to the effect that a breach of the Scheme Rules has occurred shall be final and conclusive.

Other Restrictions on Awards or Award Shares

The Board may, it their sole discretion, grant any Award with additional restrictions attached to the Award or Award Shares as further set out in the Award Letter, including contractually restricting the voting or transferability of the Award Shares after vesting of the Award.

18. ALTERATIONS IN SHARE CAPITAL

In the event of any alteration in the capital structure of the Company by way of capitalisation issue, rights issue, subdivision or consolidation of H Shares or reduction of the share capital of the Company (other than any alteration in the capital structure of the Company as a result of an issue of H Shares as consideration in a transaction to which the Company is a party), the Board may make such corresponding adjustments, if any, as the Board in its discretion may deem appropriate to reflect such change with respect to:

a. the number of H Shares subject to any Share Options or RSUs granted under the Scheme (to the extent such Share Options remain unexercised or such RSUs remain unvested and the underlying H Shares have not been issued); or

b. the Exercise Price of any Share Options or Purchase Price of any RSUs,

provided that any adjustments must give each Grantee the same proportion of the equity capital, rounded to the nearest whole Share, as that to which that Grantee was previously entitled, but no such adjustments may be made to the extent that a Share would be issued at less than its nominal value. The issue of securities as consideration in a transaction may not be regarded as a circumstance requiring adjustment. In respect of any such adjustments, other than any made on a capitalization issue, an independent financial adviser or the auditors of the Company must confirm to the Directors in writing that the adjustments satisfy the requirements set out in the note to Rule 17.03(13) of the Listing Rules in respect of the adjustable number of Awards, exercise price or purchase price.

19. CORPORATE TRANSACTIONS

If there is an event of change in control (the meaning as specified in The Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC from time to time) of the Company as the result of a merger, scheme of arrangement or general offer, or in the event of a dissolution or liquidation of the Company, the Board shall at its sole discretion determine whether the Vesting Dates of any Awards will be accelerated and/or the vesting conditions or criteria of any Awards will be amended or waived, and notify the Grantees accordingly.

20. SCHEME MANDATE LIMIT

Scheme Mandate Limit

The total number of new Shares which may be issued and allotted under this Scheme of the Company, being 38,000,000 H Shares (representing approximately 3.03% of the total number Shares in issue (excluding Treasury Shares)) on the Adoption Date assuming that there is no change in the issued Shares during the period from the Latest Practicable Date to the Adoption Date. In any event, the total number of Shares which may be issued pursuant to all Awards to be granted under this Scheme and options and awards to be granted under any other share schemes of the Company is 10% of the relevant class of Shares in issue (excluding Treasury Shares) on the Adoption Date. The Scheme Mandate Limit may be adjusted or refreshed from time to time in accordance with the Scheme Rules, subject to compliance with any Applicable Laws, rules and regulations. Shares which may be issued pursuant to Awards which have lapsed in accordance with the terms of the Scheme Rules (or the terms of any other share schemes of the Company) shall not be counted for the purpose of calculating the Scheme Mandate Limit. For the avoidance of doubt, Awards which have been cancelled shall be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

Refreshing the Limit

The Company may refresh either of the Scheme Mandate Limit:

(a) from the later of three years after the Adoption Date or three years after the date of the previous shareholder approval for refreshment of the Scheme Mandate Limit (as the case may be) pursuant to the Scheme Rules with the prior approval of Shareholders in general meeting by way of resolution; or

(b) at any time, with the prior approval of the Shareholders in general meeting (with the controlling shareholder (as defined under the Listing Rules) and their associates, or if there is no controlling shareholder, with the Directors (excluding the independent non-executive Directors) and the Chief Executive of the Company and their respective associates, abstaining from voting in favor of the relevant resolution at the general meeting) and subject to compliance with any additional requirements set out in the Listing Rules including but not limited to Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules.

Awards already granted under the Scheme and any other share award schemes of the Company (including those outstanding or lapsed in accordance with its terms or exercised) shall not be counted for the purpose of calculating the Scheme Mandate Limit as refreshed. Provided that, the circumstances in paragraphs (a) and (b) above do not apply if the refreshment is made immediately after an issue of securities by the Company to its Shareholders on a pro-rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the Shares in issue) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of securities rounded to the nearest whole Share.

The total number of Shares which may be issued in respect of all Awards to be granted under the H Share Incentive Scheme and awards to be granted under all other schemes of the Company under the Scheme Mandate Limit as refreshed pursuant to the Scheme Rules shall not exceed 10% of the Shares in issue (excluding Treasury Shares) as at the date of the aforesaid approval to refresh the Scheme Mandate Limit by the Shareholders in general meeting.

Grants beyond the Limit

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

21. AMENDMENT AND TERMINATION

Amendment

Subject to the provisions of Scheme Rules and Rule 17.03(18) of the Listing Rules, the Board may amend any of the provisions of this Scheme or any Awards granted under this Scheme at any time and in any respect, provided that the terms of this Scheme or Awards so altered must comply with the relevant requirements of Chapter 17 of the Listing Rules. Any alterations to the terms and conditions of the Scheme which are of a material nature or any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of participants must be approved by Shareholders in general meeting.

Any change to the authority of the Board or the Authorized Persons, including under this Scheme Rules, to alter the terms of this Scheme shall be subject to the approval of the Shareholders in general meeting. The altered or amended terms of the Scheme and the Awards thereunder must comply with Chapter 17 of the Listing Rules.

The consent of the relevant Grantee is required for any change to the provisions of this Scheme or any Awards granted under this Scheme to the extent that such amendment or alteration has a material adverse effect on any subsisting rights of that Grantee at that date in respect of Awards already granted to that Grantee and to the extent that such Awards have not vested or lapsed or been forfeited, *provided that* no such consent shall be required if the Board determines in its sole discretion that such amendment or alteration either:

a. is necessary or advisable in order for the Company, this Scheme or the Award to satisfy any applicable law or Listing Rules or to meet the requirements of, or avoid adverse consequences under, any accounting standard; or

b. is not reasonably likely to diminish materially the benefits provided under such Award, or that any such diminishment has been adequately compensated.

Any change to the terms of Share Options or RSUs granted to a Grantee must be approved by the Board, the Remuneration and Evaluation Committee, the independent non-executive Directors and/or the Shareholders in general meeting (as the case may be) if the initial grant of such Share Options or RSUs was approved by the Board, the Remuneration and Evaluation Committee, the independent non-executive Directors and/or the Shareholders in general meeting (as the case may be). This requirement does not apply where the alterations take effect automatically under the existing terms of the Scheme.

Any dispute arising out of or in connection with the Scheme shall be determined by the Board, whose decision shall be final and binding on all parties.

Termination

The H Share Incentive Scheme shall be terminated on the earlier of:

i. the expiry of the Scheme Period; and

ii. such date of early termination as determined by the Board,

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

Awards complying with the provisions of Chapter 17 of the Listing Rules which are granted during the life of the Scheme and remaining unexercised and unexpired immediately prior to the termination of the operation of the Scheme in accordance with Scheme Rules shall continue to be valid and exercisable in accordance with their terms of issue after the termination of the Scheme.

OmniVision Integrated Circuits Group, Inc.
豪威集成電路(集團)股份有限公司
(A joint stock company incorporated in the People's Republic of China with limited liability)
(Stock Code: 0501)

NOTICE OF THE 2026 FIRST EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT the 2026 first extraordinary general meeting (the "**EGM**") of OmniVision Integrated Circuits Group, Inc. (the "**Company**") will be held at OmniVision Technology Park, 88 Shangke Road, Pilot Free Trade Zone, Shanghai, PRC on Wednesday, July 15, 2026 at 2:00 P.M., for the purpose of considering, and if thought fit, passing the following resolutions:.

SPECIAL RESOLUTIONS:

1. In relation to the 2026 H Share Incentive Scheme:

   1.1 To consider and approve the 2026 H Share Incentive Scheme; and

   1.2 To consider and approve the Scheme Mandate Limit; and

2. To consider and approve the authorization to the Board and/or the Authorized Persons to handle matters relating to the 2026 H Share Incentive Scheme.

By order of the Board
OmniVision Integrated Circuits Group, Inc.
Mr. YU Renrong
Chairman of the Board and Executive Director

Hong Kong, June 24, 2026

As of the date of this notice, the Board comprises: (i) Mr. YU Renrong, Dr. GAO Wenbao, Mr. WU Xiaodong and Ms. QIU Huanping as executive Directors; (ii) Mr. LYU Dalong and Ms. CHEN Yu as non-executive Directors; and (iii) Mr. ZHU Liting, Ms. FAN Mingxi and Mr. MOU Lei as independent non-executive Directors.

Notes:

(1) Pursuant to Rule 13.39(4) of the Listing Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, votes of the shareholder(s) at the EGM shall be taken by poll. As such, the resolutions set out in the notice of the EGM will be voted on by poll.

(2) Treasury shares, if any and registered under the name of the Company, shall have no voting rights at the general meeting(s) of the Company. For the avoidance of doubt, solely from the perspectives of the Listing Rules, the Company shall, upon depositing any treasury shares in the CCASS, abstain from voting at any of its general meeting(s) in relation to those shares.

(3) Any shareholder of the Company (the "**Shareholder(s)**") entitled to attend and vote at the EGM is entitled to appoint one or more proxies to attend and vote on his/her/its behalf at the EGM. A proxy need not be a Shareholder but must attend the EGM in person to represent the relevant Shareholder. Shareholders shall have one vote for each share that they hold.

In order to determine the holders of H shares of the Company (the "**H Share(s)**") who are entitled to attend and vote at the EGM, the H Share register of the Company shall be closed from Friday, July 10, 2026 to Wednesday, July 15, 2026 (both days inclusive), during which no transfer of H Shares will be registered. Holders of H Shares whose names appear on the register of members on Wednesday, July 15, 2026 are entitled to attend and vote at the EGM. In order to be entitled to attend and vote at the EGM, holders of H Shares whose transfers have not been registered shall lodge the transfer documents together with the relevant share certificates at the H Share Registrar of the Company, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (for H Shareholders) no later than 4:30 p.m. on Thursday, July 9, 2026.

(4) The instruments appointing a proxy must be in writing under the hand of the Shareholder or his/her attorney duly authorized in writing. If the Shareholder is a corporation, that instrument must be either under the company seal or under the hand of its director or duly authorized attorney. If that instrument is signed by an attorney of the Shareholder, the power of attorney authorizing that attorney to sign or other authorization documents must be notarized.

(5) The proxy form together with the power of attorney or other authorization document (if any) must be deposited at the H Share Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (for H Shareholders), not less than 24 hours before the time fixed for holding the EGM or any adjournment thereof (as the case may be).

Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the meeting or any adjourned meeting should such Shareholders so wish.

(6) The meeting is expected to be concluded within a day. Shareholders (in person or by proxy) attending the meeting are responsible for their own transportation and accommodation expenses. Shareholders and their proxies are required to produce identity proof when attending the EGM or any adjournment thereof (as the case may be). If the attending Shareholder is a corporation, its legal representative shall present his or her ID card, a valid certificate proving his or her qualification as a legal representative and proof of shareholding; if a proxy is appointed to attend the meeting, such proxy shall present his or her ID card and a written power of attorney issued by the relevant Shareholder in accordance with law.

(7) Unless otherwise stated, capitalized terms used herein shall have the same meanings as that defined in the circular of the Company dated June 24, 2026 ("**Circular**"). References to dates and time in this notice are to Hong Kong dates and time.

(8) This notice of EGM is for the holders of H shares only. The notice of EGM to the holders of A Shares is separately published on the website of the Shanghai Stock Exchange.