DATED 29 June 2026

(1) 5brothers Limited

(2) SONG Zhongjie

(3) LI Jinlong

(4) LI Yuejun

(5) ZHU Min

(6) DUAN Jianbo

AND

(7) eLong, Inc.

IRREVOCABLE UNDERTAKING
relating to approximately 31.23% of the issued share capital of Dida Inc.

IMPORTANT NOTE REGARDING REDACTION

Notice of Redacted Information: Please take notice that certain information contained in this document has been redacted. Specifically, the personal information and contact details of eLong, Inc., 5brothers Limited, SONG Zhongjie, LI Jinlong, LI Yuejun,ZHU Min and DUAN Jianbo has been redacted from this copy. The reason for such redaction is to protect the personal privacy of the individual in accordance with the Personal Data (Privacy)Ordinance (Chapter 486 of the Laws of Hong Kong).

Confirmation of Adequacy: The remaining information is considered adequate by eLong, Inc. (the "Offeror") and its sole director, and the financial adviser to the Offeror for the purpose of disclosing the nature and significance of the document, and for the Offeror to fulfil its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

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THIS IRREVOCABLE UNDERTAKING is made on 29 June 2026

BETWEEN:

(1) **5brothers Limited**, a company incorporated under the laws of the British Virgin Islands and whose registered office is situated at Start Chambers, Wickham's Cay II, P.O. Box 2221, Road Town, Tortola, British Virgin Islands(“**5brothers**” or the “**Shareholder**”);

(2) **eLong, Inc.,** a company incorporated under the laws of the Cayman Islands and whose registered office is situated at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the “**Offeror**”),

(3) **SONG Zhongji (宋中傑),** holder of PRC identity card number [redacted] and having his address at [redacted] (“**Mr. SONG**”);

(4) **LI Jinglong (李金龍)**, holder of PRC identity card number [redacted] and having his address at [redacted]“**Mr. LI Jinglong**”);

(5) **LI Yuejun (李躍軍)**, holder of PRC identity card number [redacted] and having his address at [redacted] (“**Mr. LI Yuejun**”);

(6) **ZHU Min (朱敏)**, holder of PRC identity card number [redacted] and having his address at [redacted] (“**Mr. ZHU**”);

(7) **DUAN Jianbo (段劍波)**, holder of PRC identity card number [redacted] and having his address at [redacted] (“**Mr. DUAN**”),

(Mr. SONG, Mr. Li Jinglong, Mr. LI Yuejun, Mr. ZHU and Mr. DUAN, together as the **“Ultimate Beneficial Owners”** and each an **“Ultimate Beneficial Owner”)**

together, the “**Parties**” and each a “**Party**”.

WHEREAS:

(A) Dida Inc. (the “**Company**”) is a company incorporated under the laws of the Cayman Islands and publicly listed on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) with stock code 2559, whose registered office is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

(B) 5brothers is the registered and beneficial owner of 320,546,403 Shares as of the date of this Undertaking, representing approximately 31.23% of the Company’s entire issued share capital. As of the date of this Undertaking, 5brothers was ultimately owned as to 60.44%, 10.64%, 10.64%, 10.64%, 7.66% by Mr. SONG, Mr. LI Jinlong, Mr. LI Yuejun, Mr. ZHU and Mr. DUAN, respectively, through their respective principal BVI holding company, namely, GDP Holding Limited, Golden Bay Limited, More&More Limited, Sweet Creation Limited and Amber Cultural Limited.

(C) The Offeror intends to make a voluntary conditional cash offer to acquire all the issued shares of the Company, other than those (if any) already owned by the Offeror and parties acting in concert with the Offeror, and if applicable, to cancel all outstanding Share Options and acquire all underlying Shares corresponding to the outstanding RSUs, substantially on the terms and conditions set out in the Offer Announcement and otherwise as described in this Undertaking.

(D) Based upon the terms and subject to the conditions contained in this Undertaking, the Offeror irrevocably undertakes to make the Offer and the Shareholder irrevocably undertakes to accept the Offer in respect of the Relevant Shares.

(E) This Undertaking sets out the terms and conditions on which the Shareholder will accept the Offer or procure that the Offer is accepted, when it is made.

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THE PARTIES AGREE as follows:

1. INTERPRETATION

1.1. In this Undertaking:

"**Accounts Date**"	means December 31, 2025;
"**Accounts**"	means the audited consolidated statement of financial position, consolidated statement of comprehensive income, consolidated income statement, consolidated statement of changes in equity and consolidated statement of cash flows of the Group, in each case, as at or for the period ended on the Accounts Date, together with the auditors' reports on and the notes to such accounts;
"Affiliates"	in relation to any person, any other person directly or indirectly controlling, controlled by or under common control with, the first mentioned person. For the purpose of this definition, "**control**" shall mean the power of a person, whether exercised or not, to secure that the affairs of the another person are conducted directly or indirectly in accordance with the instructions of that first person by means of being the beneficial owner of, or having the right to direct the vote of more than 50% of the voting rights of that other person, or power to control the composition of a majority of the board of directors or otherwise control the votes at the board of directors of that other person;
"**acting in concert**"	has the meaning given to it in the Code;
"**Applicable Laws**"	means with respect to any person or corporate, any laws, rules, regulations, guidelines, directives, judgments, decrees, order, notices, rulings or decisions of any governmental or regulatory authority or stock exchange put in place by any relevant Governmental Authority that are applicable to such person;
"**Business Day**"	means a day other than a Saturday or Sunday or public holiday in Hong Kong;
"**Business of the Group**"	means any business carried on by the Group at any time prior to and on the Unconditional Date;
"**Claims**"	means any claim made by or on behalf of the Offeror for (i) a breach of the Warranties, or (ii) a breach of the undertakings set out in Clause 2.4 to Clause 2.10 and Clause 13.3 to Clause 13.6;
"**Code**"	means the Hong Kong Code on Takeovers and Mergers;

"**Company**"	shall have the meaning ascribed to it under Recital (A);
"**Completion**"	means completion of the sale and purchase of the Relevant Shares pursuant to the Offer;
"**Conditions**"	means the conditions to the Offer as set out in the Offer Announcement;
"**Contractual Arrangements**"	a series of contractual arrangements entered into by the Company to allow the Company to exercise control over the business operation of the Consolidated Affiliated Entities and enjoy all the economic interest derived therefrom, as more particularly described in the section headed "Contractual Arrangements" in the prospectus of the Company dated June 20. 2024
"**Consolidated Affiliated Entities**"	Beijing Changxing Information Technology Co., Ltd. and Beijing Dida Technology Co., Ltd, which are the entities controlled by the Company through a series of contractual arrangements
"**Despatch Date**"	means the date of despatch of the Offer Document in compliance with the Code;
"Disclosed"	means all the documents and information disclosed and/or contained in this Undertaking, such documents and information which the Shareholder and/or the Group provide or procure to provide to the Offeror (and its representatives and advisors) in writing or otherwise, and any documents and information which are known to the public or publicly available or to the Offeror including but not limited to the announcements, circulars and other documents published on the website of the Stock Exchange in respect of the Company;
"**Encumbrance**"	means a mortgage, charge. pledge, lien, option, restriction, right of first refusal, right of pre-emption, third-party right or interest, or other encumbrance or security interest having similar effect;
"**Final Closing Date**"	means the final closing date of the Offer as set out in the Offer Document;
"**First Closing Date**"	means the first closing date of the Offer as set out in the Offer Document;
"**Governmental Authority**"	means any transnational, domestic or foreign, federal, state or local governmental, regulatory or administrative authority, department, court, agency or official, or instrumentality including any political subdivision thereof;

"**Group**"	means the Company, each Subsidiary and the Consolidated Affiliated Entities; "**Group Company**" means the Company or a Subsidiary or any of the Consolidated Affiliated Entities;
"**HK$**"	means Hong Kong dollars, the lawful currency of Hong Kong;
"**Hong Kong**"	means the Hong Kong Special Administrative Region of the PRC;
"**Intellectual Property Rights**"	all patents, supplementary protection certificates, petty patents, rights to inventions (whether patentable or not), know-how, utility models, copyright, registered and unregistered trade marks, logos, service marks, trade, business and domain names, URLs, apps, social media accounts and artificial intelligence created or used by any Group Company, rights in trade dress or get-up, rights in goodwill or to sue for passing-off, unfair competition rights, rights in designs, rights in computer software (including object and source code and all other machine readable forms of computer programs), database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including applications for and renewals or extensions of such rights, and all similar and equivalent rights or forms of protection in any part of the world, including rights to enforce and collect damages with respect to an infringement or misappropriation of the above described rights;
"**Listing Rules**"	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
"**Material Contract**"	means: (i) without prejudice to (ii) below, any contract entered into by any Group Company, otherwise than in the ordinary course of business (including any renewal, novation, extension or amendment of any existing contract necessary for the ordinary course of business of any Group Company) where the value of such contract exceeds RMB5,000,000; (ii) any contract entered into in the ordinary course of business (including any renewal, novation, extension or amendment of any existing contract necessary for the ordinary course of business of any Group Company) where the value of such contract exceeds

RMB5,000,000, other than contracts terminable by a Group Company by no more than 30 days' notice or in connection with an annual renewal without liability or financial obligation to any Group Company;

"**Offer**"	means the possible voluntary conditional cash offer to be made by or on behalf of the Offeror to acquire all the Shares (other than those Shares already held by the Offeror and persons acting in concert with the Offeror) and, if applicable, cancel all outstanding Options and acquire all underlying Shares corresponding to the outstanding RSUs in accordance with the Code and on the terms and conditions set out in this Undertaking and the Offer Announcement;
"**Offer Announcement**"	means the joint announcement to be published jointly by the Offeror and the Company pursuant to Rule 3.5 of the Code in respect of the Offer the form of which is set out in **Appendix A**;
"**Offer Document**"	means the composite offer document (which shall contain the offeree board circular) and the accompanying form of acceptance and transfer to be despatched in accordance with Clause 5.1.2 by the Offeror and the Company in connection with the Offer;
"**Offer Period**"	has the meaning given to it in the Code;
"**Offer Price**"	means **HK$1.3875** per Share;
"**Offeror's Group**"	means the Offeror and any undertaking which is, at the date of this Undertaking, a subsidiary undertaking or parent undertaking of the Offeror or a subsidiary undertaking of a parent undertaking of the Offeror or a consolidated affiliated entity of the Offeror and includes, for the avoidance of doubt, after the date of Completion, each Group Company, and a "**member of the Offeror's Group**" shall be construed accordingly;
"**Offeror's Warranties**"	means the statements contained in **Schedule 2**;
"**Post-IPO RSU Scheme**"	means the Post-IPO RSU Scheme adopted by the Company on March 31, 2023 and amended on June 13, 2024;
"**Pre-IPO Restricted Share Scheme**"	means the pre-IPO restricted share scheme adopted by the Company in 2014 and as amended and restated in September 2020;
"**Pre-IPO Share Option Scheme**"	means the pre-IPO share option scheme adopted by the Company in September 2020 and as amended and restated in 2024;

"**PRC**"	means the People's Republic of China;
"**Record Date**"	means the record date for determination of entitlements to the Special Dividend, which will be fixed at a date prior to the date of the Despatch Date;
"**Registered Shareholders**"	the registered shareholder(s) of Beijing Changxing Information Technology Co., Ltd., being Mr. SONG, Mr. LI Jinlong, Mr. ZHU, Mr. DUAN and Mr. LI Yuejun
"**Relevant Shares**"	means: (i) in respect of 5brothers, 320,546,403 Shares directly owned by 5brothers, representing approximately 31.23% of the Company's issued share capital as at the date of this Undertaking; and (ii) all other Shares received, allotted to, or otherwise acquired by the Shareholder after the date of this Undertaking;
"**Restricted Share(s)**"	means each restricted share granted pursuant to the Pre-IPO Restricted Share Scheme;
"**RMB**"	means Renminbi, the lawful currency of the PRC;
"**RSU(s)**"	means a restricted shares unit, being a right, contingent upon vesting, to receive Shares pursuant to the terms and conditions of the Post-IPO RSU Scheme;
"**SFC**"	means the Securities and Futures Commission of Hong Kong;
"**SFO**"	means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
"Share Incentive Schemes"	Post-IPO RSU Scheme, the Pre-IPO Restricted Share Scheme and the Pre-IPO Share Option Scheme;
"**Share Option(s)**"	means each option to subscribe for Shares under the Pre-IPO Share Option Scheme;
"**Shares**"	means the ordinary shares of US$0.0001 each in the share capital of the Company;
"**Special Dividend**"	means the proposed special dividend of **HK$1.1745** per Share in cash to be paid out of the share premium account of the Company to its shareholders whose names appear on the register of members of the Company on the Record Date conditional upon the Offer becoming unconditional in all respects;

"**Stock Exchange**"	shall have the meaning ascribed to it under Recital (A);
"**Subsidiary**"	means any one of the subsidiaries of the Company;
"**Tax Return**"	means any report, return, filing, declaration, claim for refund, or information return or statement in connection with the determination, assessment, collection or imposition of any Taxes or otherwise related to Taxes, including any schedule or attachment, and including any amendment thereof;
"**Tax(es)**"	means any form of taxation and any levy, duty, charge, contribution, withholding or impost in the nature of taxation (including any related fine, penalty, or interest) imposed, collected or assessed by, or payable to, a taxing authority having appropriate jurisdiction;
"**Taxing Authority**"	means any Governmental Authority responsible for the imposition or collection of any Tax;
"**Total Consideration**"	means the total consideration to be paid to the Shareholder in accordance with the Code and Clause 3.2, upon the Offer becoming unconditional in all respects;
"**Transaction Documents**"	means this Undertaking. the Offer Announcement and the Offer Document;
"**Transactions**"	means the transactions contemplated in the Transaction Documents and "**Transaction**" shall be construed accordingly;
"**Unconditional Date**"	means the date on which the Offer becomes unconditional in all respects;
"**US$**"	means United States dollars, the lawful currency of the United States;
"**Warranties**"	means those statements contained in **Schedule 1** and "**Warranty**" means any one of them.

1.2. In this Undertaking a reference to:

1.2.1. the words "**holding company**", "**subsidiary**", "**parent undertaking**" and "**subsidiary undertaking**" shall have the same meanings as their respective definitions in the Companies Ordinance (Cap. 622 of the Laws of Hong Kong);

1.2.2. a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time before the date of this Undertaking and any subordinate legislation made under the statutory provision (as so modified or reenacted) before the date of this Undertaking;

1.2.3. a "**person**" includes, unless the context otherwise requires, a reference to any individual, firm, company, corporation, body or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having separate legal personality);

1.2.4. a person includes a reference to that person's legal personal representatives, successors and permitted assigns;

1.2.5. a "**Party**" includes a reference to that Party's successors and permitted assigns;

1.2.6. a clause, paragraph, Recital or Schedule, unless the context otherwise requires, is a reference to a clause or paragraph of, or Recital or Schedule to, this Undertaking;

1.2.7. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.8. time of the day is to Hong Kong time.

1.3. The headings in this Undertaking do not affect its interpretation.

1.4. The Recitals and Schedules to this Undertaking are and form part of this Undertaking as if they were included in the body of this Undertaking.

2. SHAREHOLDER' S UNDERTAKINGS

Acceptance of the Offer

2.1. In consideration of the Offeror's undertakings in Clause 5.1, the Shareholder irrevocably undertakes to the Offeror to, on or prior to the First Closing Date, duly accept or procure the acceptance of the Offer in respect of the Relevant Shares in accordance with the terms of the Offer, the procedures for acceptance of the Offer as set out in the Offer Document and the Shareholder' s obligations under this Undertaking.

No withdrawal of the Offer

2.2. The Shareholder irrevocably undertakes that it will not withdraw any acceptance of the Offer in respect of the Relevant Shares, notwithstanding any withdrawal rights that may be afforded to shareholders of the Company under the Code or in the terms and conditions of the Offer.

No encumbrance or other third-party rights over the Relevant Shares

2.3. The Shareholder irrevocably undertakes to the Offeror that it shall not, before the Offer closes, lapses or is withdrawn, other than pursuant to the Offer or with the prior written consent of the Offeror:

2.3.1. sell, transfer, charge, encumber, grant any option over (or cause the same to be done) or otherwise dispose of any interest in their respective Relevant Shares (other than to the Offeror);

2.3.2. acquire, directly or indirectly, any additional shares, securities or other interests of the Company. If despite the foregoing sentence, it voluntarily or involuntarily receives, is allotted, or otherwise acquires any additional interest in shares, securities or other interests of the Company, such shares, securities or interests shall be deemed to be Relevant Shares for the purpose of this Undertaking; or

2.3.3. take any action or enter into any agreement or arrangement, including, if any, through its representation on the Company's board of directors (and whether or not legally binding or subject to any condition or which is to take effect after the Offer closes or lapses), or permit any agreement or arrangement to be entered into or authorise or incur any obligation which (i) in relation to the Relevant Shares, would or might restrict or impede its accepting the Offer, or (ii) would otherwise be prejudicial to the successful outcome of the Offer.

Pre-Completion Undertakings

2.4. The Shareholder undertakes to the Offeror:

(i) to procure that during the period from the date of this Undertaking until the Unconditional Date, the affairs of the Group shall be conducted as a going concern and only in the ordinary and usual course of the Group's business and that the Group will preserve and retain its goodwill;

(ii) subject to compliance with applicable laws and regulations and regulatory consents (if applicable), to procure that the Company shall, prior to the Despatch Date, cause all outstanding RSUs, Restricted Shares and Share Options under the Share Incentive Schemes (whether granted before or after the Offer Announcement date and whether vested or unvested) to be fully vested and/or exercised (as the case may be), such that as at the Despatch Date, no RSUs, Restricted Shares and Share Options under the Share Incentive Schemes remain outstanding and unissued, and the beneficial titles of the underlying Shares corresponding to all outstanding Share Options and RSUs have been transferred to the relevant Share Option holders and RSU holders; and

(iii) the Share Incentive Schemes shall be terminated with effect on or before the Final Closing Date, and no obligations or liabilities thereunder shall subsist or be binding on the Company and/or any Group Company.

2.5. Without prejudice to the generality of Clause 2.4, the Shareholder undertakes to the Offeror to use its best efforts to procure that during the period from the date of this Undertaking until the Unconditional Date, no Group Company shall, without the consent of the Offeror, unilaterally terminate or give notice to unilaterally terminate the employment of (i) executive Directors or director or senior management of each Group Company and/or (ii) representing 15% of the total number of employees of the Group as at the date of this Undertaking (whether simultaneously or in aggregate during the said period).

2.6. The Shareholder undertakes to the Offeror to procure that during the period from the date of this Undertaking until the Unconditional Date, no Group Company will (or will be caused to), without the consent of the Offeror, take any step or action which may give rise to any circumstance that could result in a breach of Rule 4 and General Principle 9 of the Code and in particular, the Shareholder undertakes to the Offeror to procure that during the period from the date of this Undertaking until the Unconditional Date, no Group Company, without the consent of the Offeror, shall:

2.6.1. create, allot, issue or grant shares, restricted shares, options, warrants or other equity securities convertible or exchangeable into shares of any Group Company or other debt securities or make an agreement or arrangement or undertake an obligation or permit to do any of those things, or grant or agree to grant any further RSUs under the Post-IPO RSU Scheme, except for (a) those granted under the Share Incentive Schemes of the Company as of the date of this Undertaking; (b) those to be granted under the Post-IPO RSU Scheme not exceeding an aggregate of 1,000,000 RSUs (unless the prior written consent of the Offeror has been obtained for any amount in excess thereof) ; and (c) the acceleration of vesting and/or exercise of all outstanding Share Options, RSUs and Restricted Shares (if any) under the Share Incentive Schemes as set forth in Clause 2.4(ii) to this Undertaking;

2.6.2. carry out any capitalisation issue or any other reorganisation of share capital;

2.6.3. redeem or purchase any shares of any Group Company or make an agreement or arrangement or undertake an obligation or permit to do any of those things or provide financial assistance for any such redemption or purchase;

2.6.4. acquire, sell or dispose of, or agree to acquire, sell or dispose of, any material asset involving consideration, expenditure or liabilities of the Group in excess of RMB5,000,000;

2.6.5. enter into any contracts otherwise than in the ordinary and usual course of the Group's business or in connection with any transactions contemplated and disclosed in the Offer Announcement or this Undertaking;

2.6.6. declare, make or pay any dividend or other distribution to its shareholders, save for the Special Dividend and/or dividends which have been declared as at the date of this Undertaking and/or dividend disclosed in the Offer Announcement; and

2.6.7. wind up or liquidate any member of the Group or appoint any receiver in respect of any part of the assets of any Group Company.

2.7. Without prejudice to the generality of Clauses 2.4, 2.5 and 2.6, the Shareholder undertakes to procure that during the period from the date of this Undertaking until the Unconditional Date, except in connection with the transactions contemplated and disclosed in the Offer Announcement or this Undertaking or otherwise agreed in writing by the Offeror, no Group Company shall:

2.7.1. acquire or establish any subsidiary or acquire any share in any other company or participate in any partnership or joint venture;

2.7.2. amalgamate or merge with any other company;

2.7.3. incur any additional borrowings or incur any other indebtedness in the nature of borrowings;

2.7.4. enter into any new Material Contract or renew or amend the terms and conditions of any existing Material Contract;

2.7.5. terminate, or materially amend any lease agreement in respect of the Group's office premises, or enter into any new lease agreement with an aggregate annual rental exceeding RMB1,000,000;

2.7.6. make or arrange to make any material amendment to the terms and conditions of employment (including remuneration, pension entitlements and other benefits) of any directors or senior management of the Group save as required by Applicable Laws;

2.7.7. employ or engage any new employee(s) or personnel (i) with an annual remuneration exceeding RMB1,000,000 on an individual basis, or (ii) where the total number of new employees or personnel so employed or engaged exceeds 30;

2.7.8. make any loan to any person (other than another Group Company);

2.7.9. enter into any guarantee, indemnity or other agreement to secure any obligation of a third party (other than a Group Company) or create any Encumbrance over any of its assets or undertaking other than any guarantee, indemnity or Encumbrance which are in place as at the date of this Undertaking;

2.7.10. terminate any insurance policies which are in force as at the date of this Undertaking before the expiry of their respective terms and carry out any action or omit to carry out any action which will render such insurance policies invalid, being revoked or capable of being revoked;

2.7.11. carry out any action or omit to carry out any action which will jeopardise the licences held by or the qualifications of any Group Company or render such licences or qualifications being revoked or capable of being revoked, which would have a material adverse effect on the business or operation of the Group;

2.7.12. make any change to its accounting principles or policies or financial year end that are not mandatorily required by Applicable Laws, regulations and accounting rules;

2.7.13. amend its constitutional documents, except for such amendment disclosed as of the date of the Undertaking;

2.7.14. alter the composition of its board of directors, except for resignation initiated by any of such director;

2.7.15. make or propose any compromise or any arrangement with its creditors, which would have a material adverse effect on the business or operation of the Group;

2.7.16. grant, modify, agree to terminate or permit the lapse of any Intellectual Property Rights or enter into any agreement in respect of such rights, which would have a material adverse effect on the business or operation of the Group; and

2.7.17. carry out any action which is likely to materially jeopardise or diminish the value of any tangible assets of any Group Company.

For the purpose of this Clause 2.7, reference to “material adverse effect on the business or operation of the Group” mean any event, occurrence, matter or change that may materially disrupt (a) the Group’s ability to conduct its business in a normal, continuous and steady manner as usual and/or (b) the Group’s ability to settle its outstanding external liabilities in the ordinary course.

2.8. The Shareholder undertakes to the Offeror that it will not exercise its voting rights in the general meeting of any Group Company to approve any matters or transactions which will result in a breach of the undertakings set out in Clause 2.4 to Clause 2.7.

2.9. The Shareholder undertakes to the Offeror that it will use its best endeavors to procure the satisfaction of the Conditions, other than Condition (b) as set out in the section headed “Conditions of the Offers – Conditions to the Share Offer” in the Offer Announcement. The Shareholder further undertakes to the Offeror that it will provide such information and assistance that the Group Companies or the Offeror may reasonably require for the purpose of procuring the satisfaction of the Conditions.

2.10. The Shareholder undertakes to procure that during the period from 3 June 2026 up to and including Completion, except for the Special Dividend and cash used in certain transaction expenses and one-off director bonus that have been pre-agreed by the Offeror, no Group Company shall, unless agreed in writing by the Offeror, take any action or omit to take any action which would reasonably be expected to cause the June 2 Cash Balance (as defined in Paragraph 6, Part B of Schedule 1) to be materially reduced. If any breach of this Clause 2.10 results in any material reduction in the June 2 Cash Balance equals to or exceeds RMB5,000,000, the Shareholder shall indemnify the Offeror on a full indemnity basis for the portion of amount that surpasses RMB5,000,000.

2.11. The Offeror hereby consents to the declaration and payment of the Special Dividend by the board of directors of the Company in an amount of **HK$1.1745**.

Post-Completion Undertakings

Shareholder to remain solvent

2.12. For the duration of one (1) year from the date of Completion, the Shareholder irrevocably undertakes it will remain solvent and will not take any voluntary action that would render the Shareholder unable to pay its debts as they fall due or be wound up or be subject to any petition or resolution for winding up.

Shareholder to cooperate in relation to Contractual Arrangements and change of Registered Shareholders

2.13. The Shareholder and each of the Ultimate Beneficial Owners irrevocably and unconditionally undertakes to the Offeror to do, and to procure the doing of, all such acts and things, and to sign, execute and deliver all such documents, agreements, instruments and notices (whether by hand or by deed), as the Offeror, the Company and/or any Group Company considers necessary or appropriate to effect and implement the change of Registered Shareholders and the Contractual Arrangements in respect of the Consolidated Affiliated Entities, as soon as reasonably practicable and in any event within three (3) months after the Final Closing Date (or such later date as the Offeror may agree in writing), including without limitation executing the following documents:

(i) the Exclusive Option Agreement and Exclusive Asset Acquisition Agreement;

(ii) the Equity Pledge Agreements;

(iii) the Powers of Attorney;

(iv) the Loan Agreement; and

(v) the Exclusive Business Cooperation Agreement,

together with all amendments, restatements, renewals, supplements and ancillary documents thereto.

For the avoidance of doubt, the foregoing undertaking shall include the execution by the Shareholder and/or the Registered Shareholders of any amendments, restatements, renewals, supplements or ancillary documents to any documents in relation to the Contractual Arrangement as may be required by the Offeror, the Company or any Group Company from time to time.

3. OFFER PRICE AND OTHER TERMS

Terms of the Offer

3.1. The Offer shall be made upon and subject to the terms and conditions set out in the Offer

Announcement. The Parties understand and agree that the Offer Document will contain further terms on the procedures for acceptance of the Offer and such other terms and conditions as are customarily contained in an offer document for a general offer of all the issued share capital of a company listed on the Stock Exchange.

3.2. Upon Completion, the Total Consideration shall be paid to the Shareholder in accordance with the provisions of the Code and in the same manner as payment is to be made to the other shareholders of the Company who have accepted the Offer, and the Total Consideration shall not be subject to any withholding, deduction or set-off whatsoever (other than stamp duty to be borne by the Shareholder in relation to the sale and purchase of the Relevant Shares). For the avoidance of doubt, the Total Consideration does not include the Special Dividend.

Conditions to Closing of the Offer

3.3. The closing of the Offer shall be subject to the Conditions as set out in the section titled "Conditions to the Offers" in the Offer Announcement.

Compliance with the Code

3.4. Each of the Parties undertakes that it will, and the Shareholder agrees to procure that the Company will, comply with the Code in relation to the Offer and it will use all reasonable endeavors to supply such information as may be reasonably necessary to be included in the documents to be despatched or the announcements to be issued pursuant to the Code in connection with the Offer, take responsibility for such information it supplies or related to it and authorise the publication, despatch and/or release of such documents and announcements.

3.5. The Shareholder consents to the issue of the Offer Announcement incorporating references to it and to the Transaction Documents and the Shareholder acknowledges that, if the Offer is made, this Undertaking will be made available for inspection during the Offer Period and the particulars of it will be contained in the Offer Document to the extent required by the Code and/or the Listing Rules.

4. CONDUCT OF CLAIMS

If a member of the Offeror's Group becomes aware of a matter which might give rise to a Claim (including a claim by a third party against a Group Company which may give rise to a Claim):

4.1.1. the Offeror shall as soon as practicable give written notice to the Shareholder of the matter, provided however that (without prejudice to the time limitations set out in paragraph 2 of **Schedule 3)** the failure to provide timely notice shall not release the Shareholder from any of its obligations under this Undertaking;

4.1.2. the Offeror shall, and shall ensure that each Group Company will, provide to the Shareholder and its adviser(s) reasonable access (upon such terms and conditions that the Offeror may reasonably stipulate) to premises and personnel and to relevant assets, documents and records within each Group Company's power or control for the purposes of investigating the matter and enabling the Shareholder to take the action referred to in Clause 4.1.3;

4.1.3. the Offeror shall and shall ensure that each Group Company will:

(a) in good faith consider any reasonable request made by the Shareholder to take any action and institute any proceedings, and give any information and assistance to (i) avoid, dispute, resist, appeal, compromise, defend, remedy or mitigate the matter; or (ii) enforce against a person a Group Company's rights in relation to the matter, in each case, on the basis that the Shareholder shall indemnify the Offeror on demand against all reasonable costs (including reasonable legal costs) incurred as a result of the Offeror taking such action or instituting such proceedings as requested by the Shareholder; and

(b) not, and shall ensure that no Group Company will, admit liability in respect of or compromise or settle, the matter without the prior written consent of the Shareholder (such consent not to be unreasonably withheld or delayed).

5. OFFEROR'S UNDERTAKINGS

5.1. The Offeror irrevocably undertakes to the Shareholder that it shall, subject to Clauses 3 and 10:

5.1.1. at its own costs and in accordance with the Code, publish the Offer Announcement as soon as reasonably practicable following the signing of this Undertaking and clearance having been obtained from the SFC and the Stock Exchange to publish the Offer Announcement;

5.1.2. at its own costs and in accordance with the Code, despatch the Offer Document in respect of the Offer to the shareholders of the Company as soon as reasonably practicable on the Despatch Date;

5.1.3. use its best endeavours to procure the satisfaction of the Condition (b) as set out in the section headed "Conditions of the Offers – Conditions to the Share Offer" in the Offer Announcement;

5.1.4. make the Offer at the Offer Price;

5.1.5. make, conduct and consummate the Offer in accordance with the Code, including compliance with General Principle 1 that all shareholders of the Company are to be treated even-handedly and all shareholders of the same class of shares within the Company are to be treated similarly; and

5.1.6. pay the Total Consideration to the Shareholder in accordance with the provisions of the Code and as otherwise provided in Clause 3.2.

6. THE WARRANTIES AND LIMITATIONS OF LIABILITY

6.1. Save as Disclosed, each of the Shareholder and the Ultimate Beneficial Owners severally, and not jointly nor jointly and severally, represents and warrants to the Offeror that each of the Warranties set out in **Schedule 1** as at the date of this Undertaking and as at the Unconditional Date, by reference to the facts and circumstances existing as at the respective dates, is true, accurate and not misleading. Each Warranty shall be separate and independent and (except as expressly otherwise provided) no Warranty shall be limited by reference to any other Warranty.

6.2. Each of the Shareholder and the Ultimate Beneficial Owners acknowledges that the Offeror has entered into this Undertaking in reliance upon the Warranties.

6.3. The Shareholder and the Ultimate Beneficial Owners 's liability for Claims shall be limited or excluded, as the case may be, as set out in this Undertaking (including **Schedule 3**).

6.4. Each of the Shareholder and the Ultimate Beneficial Owners undertakes to, until the Unconditional Date, notify the Offeror in writing as soon as reasonably practicable if it becomes aware of any circumstance arising after the date of this Undertaking which would cause any Warranty (if the Warranties were repeated with reference to the facts and circumstances then existing) to become untrue or inaccurate or misleading in any material respect.

7. OFFEROR'S WARRANTIES AND UNDERTAKINGS

7.1. The Offeror warrants to the Shareholder in the terms of the Offeror's Warranties set out in **Schedule 2** as at the date of this Undertaking and as at the Unconditional Date, by reference to the facts and circumstances existing as at the respective dates.

7.2. The Offeror acknowledges that the Shareholder has entered into this Undertaking in reliance upon the Offeror's Warranties.

8. TERMINATION

8.1. This Undertaking shall terminate immediately if;

8.1.1. the Offeror fails to publish the Offer Announcement in accordance with Clause 5.1.1;

8.1.2. the Offer lapses or is withdrawn in circumstances permitted under the Code; or

8.1.3. with the mutual consent of the Offeror and the Shareholder,

whichever is earlier.

8.2. In the event of the termination of this Undertaking, this Undertaking shall terminate in all respects with immediate effect, and no party shall have any obligations and liabilities hereunder or any claim under this Undertaking against any other Party, save that:

8.2.1. the provisions of Clauses 1 *(Interpretation),* 8 *(Termination),* 9 *(Confidential Information),* 11 *(Specific Performance),* 12 *(Assignment),* 13.1 *(Costs),* 14 *(Entire Agreement),* 15 *(General),* 16 *(Notices)* and 17 *(Governing Law and Jurisdiction)* hereof shall continue to apply in full force and effect thereafter; and

8.2.2. such termination shall be without prejudice to a Party's accrued rights and remedies, obligations and liabilities under this Undertaking as at the date of such termination.

8.3. In the event of the termination of this Undertaking, the Offeror shall have no obligation to make the Offer and the Shareholder shall have no obligation to accept or procure the acceptance of the Offer, in each case pursuant to this Undertaking or the Offer Announcement.

9. CONFIDENTIAL INFORMATION

Each Party hereby undertakes that except as required by the Applicable Laws, it shall keep secret the possibility, terms and conditions of the Offer and the existence and terms of this Undertaking until the Offer Announcement is released, provided that it may disclose the same to its advisers in which case it shall procure that they observe secrecy in the same terms. . Each Party further undertakes that it shall oblige with the trading-related restrictions under the Applicable Laws, including, but not limited to, the insider dealing and/or market abuse provisions of the Securities and Futures Ordinance and the trading requirements under the Code relating to the transactions contemplated hereunder. The obligations in this Clause 9 shall survive the termination of this Undertaking.

10. REVISED OFFER

10.1. Without prejudice to the provisions of Clause 3, this Undertaking will extend to any revised offer or offers by or on behalf of the Offeror and all references to the "**Offer**" in this Undertaking shall be construed accordingly. The Offeror shall not revise or amend those terms and conditions of the Offer set out in the Offer Announcement without the prior consent of the Shareholder.

11. SPECIFIC PERFORMANCE

Each Party agrees that, if it fails to perform any of the undertakings under Clauses 2, 3, 5 and 10, or breaches any of its obligations under Clauses 2, 3, 5 and 10, damages would not be an adequate remedy and accordingly the parties to whom any such unperformed or breached obligation is owed shall be entitled to the remedy of specific performance.

12. ASSIGNMENT

This Undertaking is personal to the parties to it. None of the Parties shall assign, transfer, declare a trust of the benefit of or in any other way alienate any of its rights under this Undertaking whether in whole or in part.

13. COSTS, TAXATION AND NON-COMPETITION

Costs

13.1. Except where this Undertaking provides otherwise, each Party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this Undertaking.

13.2. Any stamp duty payable in connection with the Transactions in respect of the Relevant Shares shall be borne by the Offeror and the Shareholder in equal share.

Taxation

13.3. The Shareholder and the Offeror shall, in accordance with Applicable Laws, (i) separately bear all income tax and any other taxes of a similar nature arising out of or in connection with the Transactions and are payable by such Party, including but not limited to any income tax imposed by the relevant PRC Taxing Authority in respect of "indirect transfer of taxable assets in PRC" as stipulated under applicable PRC tax laws and regulations, and (ii) duly perform its respective tax filing and reporting obligations in respect thereof.

13.4. In the event that the Offeror or any Group Company is required under Applicable Laws to fulfil any tax filing or payment obligations on behalf of the Shareholder in connection with the Transactions, the Shareholder and the Ultimate Beneficial Owners shall (i) as soon as reasonably practicable upon request by the Offeror, provide all necessary information and documentation and render reasonable assistance to facilitate the relevant calculations and filings, and (ii) severally (not jointly and severally) bear and discharge all applicable Tax that are subject to such tax filing or payment obligations.

13.5. The Shareholder and the Ultimate Beneficial Owners shall use reasonable endeavours to minimise, and where applicable, to cause the relevant Group Company to minimise, the potential Taxes arising from (i) the transfer of equity interests in the Consolidated Affiliated Entities and/or other variable interest entity (VIE) structures (if any); and/or (ii) related transactions or arrangements affecting the Consolidated Affiliated Entities and/or any such VIE structures (including but not limited to the Contractual Arrangements) (altogether the "**VIE Adjustments**"), including, without limitation, by taking the following actions:

(a) ensuring that all relevant documentation is properly prepared, submitted and/or filed; and

(b) engaging with the relevant Taxing Authority where appropriate and providing relevant information and documentation as requested by the relevant Taxing Authority.

The Offeror shall use all reasonable endeavours to provide assistance and support in connection therewith and may, at the request of the Shareholder and/or the Ultimate Beneficial Owners, assist in making any such submissions or filings on their behalf. The Offeror agrees that neither the Shareholder nor the Ultimate Beneficial Owners shall be liable for any Taxes arising from the transactions required to be carried out in order to give effect to or implement the VIE Adjustments following the Completion.

13.6. Without prejudice to any other rights of the Offeror, if, after Completion, any Taxing Authority(i) challenges, denies, adjusts or otherwise makes any determination inconsistent with the Tax treatment or arrangements adopted by or on behalf of any Group Company prior to Completion; or (ii) requires or procures any Group Company to conduct any self-inspection, self-assessment or disclosure which results in the payment of any additional Taxes or impairment/reduction of deferred tax assets in respect of any period prior to the Completion and such challenge, denial, adjustment, determination, self-inspection, self-assessment or disclosure results in any Taxes, penalties, surcharges, interest, costs, expenses or losses ("**Taxes and Incidental Costs**") being imposed on or incurred by the Offeror or any Group Company, the Shareholder and the Ultimate Beneficial Owners shall severally (not jointly and severally) be responsible for indemnifying and holding harmless the Offeror and each Group Company on a full indemnity basis against all such Taxes and Incidental Costs provided that such indemnity shall apply only to the extent that such Taxes and Incidental Costs relate solely to any Tax liability that should have been duly reported and paid by any Group Company before the Completion under the Applicable Laws as then in force and as consistently applied by the relevant Taxing Authority prior to Completion at the material time, but shall not extend to any Taxes and Incidental Costs arising as a result of (A) any change in the Applicable Laws including but not limited to changes in interpretation or practice of any Taxing Authority after Completion. or (B) any change in position, re-characterization or reinterpretation by a Taxing Authority of the relevant Tax treatment or arrangement where such treatment or arrangement was reasonably adopted and consistently applied prior to Completion.

For the purpose of this Clause 13.6, no claim shall be made unless (i) the amount of any individual claim exceeds RMB1,000,000, or (ii) the aggregate amount of all such claims exceeds RMB5,000,000, in which case the full amount (and not merely the excess) shall be recoverable.

Non-competition

13.7. Subject to the Offer becoming unconditional in all respects, 5brothers undertakes to procure each of its shareholders and ultimate beneficial owners to undertake that during the period commencing on the date of this Undertaking and expiring on the second (2nd) anniversary of the Completion Date, without the prior consent of the Offeror, he shall not, and shall procure that his Affiliates do not, directly or indirectly, own, control, manage, operate, participate in or otherwise engage in any business in China that competes with the core business of any Group Company which comprises (i) smart taxi services; (ii) ride-hailing aggregation platform services and (iii) the robotaxi services that are conducted by the Group as of the date of this Undertaking). 5brothers acknowledges that this Clause 13.7 constitutes an independent covenant that shall not be affected by performance or non-performance of any other provision of this Undertaking by the Offeror. 5brothers has independently consulted with its counsel and after such consultations acknowledges and agrees that the covenants set forth in this Clause 13.7 are reasonable and proper.

14. ENTIRE AGREEMENT

The Transaction Documents constitute the entire agreement and supersede any previous agreement between the Offeror and/or any of its agents or advisers (on the one hand) and the Shareholders and/or any of their respective agents or advisers (on the other hand), in each case, relating to the Transactions.

15. GENERAL

15.1. Variation or amendment

A variation of or amendment to this Undertaking is only valid if it is in writing and signed by or on behalf of each Party.

15.2. Failure or delay in exercise of rights

The failure to exercise or delay in exercising a right or remedy provided by this Undertaking or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Undertaking or by law prevents further exercise of the right or remedy or, the exercise of another right or remedy.

15.3. Effect of Completion

15.3.1. Except to the extent that they have been performed and except to the extent otherwise expressly provided in this Undertaking, the rights and remedies of the Parties under this Undertaking shall not be affected, and the liabilities of each Party under this Undertaking shall not be released, discharged or impaired by (i) the Offer becoming or being declared unconditional, (ii) Completion or (iii) any investigation made into the affairs of the Business of the Group (or any part of it) or any knowledge held or gained of any such affairs by or on behalf of the Offeror (except, in respect of the Claim, for matters as Disclosed).

15.3.2. Notwithstanding Completion, (i) the Warranties and the Offeror's Warranties, and (ii) all covenants, indemnities and other undertakings and assurances contained in or entered into pursuant to this Undertaking or any other Transaction Document, will remain in full force and effect.

15.4. Remedies not exclusive

The rights and remedies contained in this Undertaking are cumulative and are not exclusive of all other rights and remedies, whether provided by law, in contract or in equity.

15.5. Severability

If at any time any provision of this Undertaking is or becomes illegal, invalid or unenforceable under the laws of any jurisdiction, that shall not affect:

15.5.1. the legality, validity or enforceability in that jurisdiction of any other provision of this Undertaking; or

15.5.2. the legality, validity or enforceability under the law of any other jurisdiction of that or another provision of this Undertaking.

15.6. **Counterparts**

This Undertaking may be executed in any number of counterparts and by the Parties on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

15.7. **Further assurance**

The Shareholder shall from time to time at the Offeror's expense use its reasonable endeavors to do, execute and deliver or procure to be done all such further acts, documents and things as the Offeror may reasonably require for vesting in the Offeror title to the Relevant Shares.

16. NOTICES

16.1. A notice or other communication under or in connection with this Undertaking (a "**Notice**") shall be:

16.1.1. in writing;

16.1.2. in the English language; and

16.1.3. delivered personally or sent by registered post (or air mail if overseas) or by fax or email to the Party due to receive the Notice to the address, fax number or email address set out in Clause 16.3 or to another address, person, fax number or email address specified by a Party by not less than seven days' written notice to the other Parties received before the Notice was despatched.

16.2. Unless there is evidence that it was received earlier, a Notice is deemed given if:

16.2.1. delivered personally, when left at the address referred to in Clause 16.1.3;

16.2.2. sent by mail, except air mail, one (1) Business Day after posting it;

16.2.3. sent by air mail, three (3) Business Days after posting it;

16.2.4. sent by fax, when confirmation of its error-free transmission has been recorded by the sender's fax machine; and

16.2.5. sent by email, at the time when it is sent,

provided that in each case where delivery by hand or by fax occurs after 6:00 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9:00 a.m. on the next following Business Day.

16.3. For the purposes of this Clause 16, Notices should be sent as follows:

16.3.1. in the case of the Offeror:

林家靖
Fax : [redacted]
Attention : 林家靖
Email address : [redacted]

16.3.2. in the case of 5brothers:

SONG Zhongjie
Fax : [redacted]
Attention : SONG Zhongjie
Email address : [redacted]

16.3.3. in the case of the Ultimate Beneficial Owners:

SONG Zhongjie
Fax : [redacted]
Attention : SONG Zhongjie
Email address : [redacted]

17. GOVERNING LAW AND JURISDICTION

17.1. This Undertaking is governed by Hong Kong law.

17.2. The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising from or connected with this Undertaking (a "**Dispute**") including a dispute regarding the existence, validity or termination of this Undertaking or the consequences of its nullity.

17.3. The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

17.4. Process by which any proceedings are begun may be served on each Party by being served to the addresses set forth below:

17.4.1. in the case of the Offeror:

Attention:林家靖
Address[redacted]

17.4.2. in the case of 5brothers:

Attention:Song Zhongjie
Address [redacted]

17.4.3. in the case of the Ultimate Beneficial Owners:

Song Zhongjie
Fax [redacted]
Attention:Song Zhongjie
Email address[redacted]

17.5. The Parties agree that the documents which start any proceedings and any other documents required to be served in relation to those proceedings may be served on the relevant Party in accordance with Clause 16. These documents may, however, be served in any other manner allowed by Applicable Laws.

SCHEDULE 1

WARRANTIES

1. The Relevant Shares

(a) The Relevant Shares have been validly allotted and issued and are fully paid or credited as fully paid.

(b) The Shareholder is the sole beneficial owner of the Relevant Shares, free and clear of all Encumbrances and any other third party rights whatsoever.

(c) The Shareholder is entitled to sell and transfer or procure the sale and transfer of the full legal and beneficial ownership of the Relevant Shares to the Offeror free and clear from all Encumbrances on the terms set out in this Undertaking and the Offer Announcement and with all rights attaching thereto at Completion (including the right to all dividends and other distribution, if any, declared, made or paid after the date of this Undertaking).

2. Capacity of the Shareholder and relevant authorization

(a) The Shareholder is duly incorporated, validly existing and in good standing under the laws of its place of incorporation.

(b) The Shareholder:

(i) has the requisite power and authority to enter into, and to perform its obligations under this Undertaking and any other documents to be executed by it pursuant to or in connection with the Offer; and

(ii) has obtained or satisfied all corporate, regulatory and other approvals, necessary to execute and perform its obligations under this Undertaking.

(c) The Undertaking constitutes a legal, valid and binding agreement of the Shareholder and each of the Ultimate Beneficial Owners and is enforceable against the Shareholder and each of the Ultimate Beneficial Owners in accordance with its terms.

3. Consummation of the Transactions

(a) Other than compliance with the applicable requirements under the Code and the Listing Rules in respect of the Offer or the satisfaction of the conditions of the Offer as set out in the Offer Announcement, the execution, delivery and performance by the Shareholder of the Undertaking:

(i) require no consent from or other action by any Governmental Authority or any other third parties, and

(ii) will not (i) contravene, conflict with, or result in any violation or breach of any provision of the memorandum and articles of association (or any equivalent organizational documents) of any Group Company or any Applicable Laws; (ii) constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which any Group Company is entitled under any provision of any Material Contract; or (iii) result in the creation or imposition of any Encumbrance on any material asset of any Group Company.

4. Corporate Existence and Power of the Group to Conduct its Business

Each Group Company has been duly incorporated, is validly existing and (where applicable) in good standing under the laws of its jurisdiction of incorporation and has all corporate power and authority and all necessary governmental licenses, authorizations, permits, consents and approvals to own, lease, operate and use its properties and assets and to carry on the Business of the Group. All such governmental licenses, authorizations, permits, consents and approvals are valid and subsisting and so far as the Shareholder is aware, no facts or circumstance exists which might cause their revocation, withdrawal, suspension, non-renewal or modification.

5. Capitalization of each Group Company

(a) Save as Disclosed, to the best knowledge of the Shareholder and each of the Ultimate Beneficial Owners, all outstanding shares of each Group Company have been validly allotted and issued and fully paid or credited as fully paid.

(b) Other than the (i) 17,047,383 outstanding Share Options granted under the Pre-IPO Share Option Scheme; (ii) 7,745,750 unvested RSUs granted under the Post-IPO RSU Scheme and a maximum of 1,000,000 unvested RSUs (unless the prior written consent of the Offeror has been obtained for any amount in excess thereof) to be granted by the Company before the Despatch Date under the Post-IPO RSU Scheme ; and (iii) Contractual Arrangements, to the best knowledge of the Shareholder and each of the Ultimate Beneficial Owners, no Group Company has any outstanding securities which (i) would give any person the right (exercisable now or in the future and whether contingent or not) to call for the allotment or issue of any share or loan capital in any Group Company; or (ii) are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of any shares of or other securities of the Company or any Group Company.

6. Accounts and Cash Balance

Save as Disclosed, the Accounts:

(a) gives a true and fair view of the consolidated financial position of the Group as of the dates indicated and the consolidated results of operations, cash flows and changes in equity of the Group for the periods specified, and have been prepared in conformity with the International Financial Reporting Standards ("**IFRS**");

(b) are not affected by any exceptional item or other unusual or non-recurring items that are not disclosed therein; and

(c) make full provision for all actual liabilities and appropriation provision for all material contingent or deferred liabilities of the Group taken as a whole, and proper and adequate provision for all tax liabilities (including deferred tax), according to and in conformity with the IFRS.

Cash Balance

As at the close of business on 2 June 2026, the Group had cash and cash equivalents (excluding restricted cash) in aggregate amount of not less than RMB**1,356,463,465.50** (the "**June 2 Cash Balance**"), such amount having been evidenced by bank account record dated 31 May 2026 of the Company provided to the Offeror, and that such June 2 Cash Balance is true, complete and accurate in all material respects.

7. Absence of Certain Changes

Since the Accounts Date:

(a) the Business of the Group has been conducted in the ordinary course consistent with past practice so as to maintain it as a going concern;

(b) there has been no change in accounting principles in preparing the consolidated accounts of the Group;

(c) no Group Company has declared or paid any dividends save for the Special Dividend, the dividends which have been declared or paid as at the date of this Undertaking and/or dividend disclosed in the Offer Announcement;

(d) no further Share Options have been granted or agreed to be granted under the Pre-IPO Share Option Scheme;

(e) no further RSUs have been granted or agreed to be granted under the Post-IPO RSU Scheme, except for those to be granted under the Post-IPO RSU Scheme not exceeding an aggregate of 1,000,000 RSUs (unless the prior written consent of the Offeror has been obtained for any amount in excess thereof);

(f) no further Restricted Shares have been granted or agreed to be granted under the Pre-IPO Restricted Share Scheme; and

(g) no Group Company has created, allotted, issued, granted or redeemed shares, options, warrants or other securities convertible or exchangeable into shares of any Group Company or made an agreement or arrangement or undertaken an obligation to do any of those things, except for those set forth in Clause 2.6.1 of this Undertaking.

8. No Undisclosed Material Liabilities

Save as Disclosed, there are no actual or contingent liabilities of any Group Company which, taken together, are not material in the context of the Group.

9. Information provided to the Offeror for Due Diligence Purposes

(a) The information provided to the Offeror by the Company, the Shareholder and the Ultimate Beneficial Owners (if applicable) for the purpose of the Offeror's due diligence in respect of the Transactions has been disclosed in good faith for the purposes of informing the Offeror about the Group and its assets. Save as Disclosed, the Shareholder and the Ultimate Beneficial Owners have not knowingly omitted any information that would have a material adverse effect on business or operation of the Group.

(b) No Group Company is in possession of information which, having regard to the facts and circumstances existing at the date of this Warranty is given, would be regarded as "inside information" (as such term is defined in the SFO) which has not been disclosed by the Company through public announcements published on the website of the Stock Exchange, except for the transaction contemplated hereunder and otherwise related.

10. Compliance with Laws

(a) Save as Disclosed, each Group Company is in compliance with all Applicable Laws in all material respects and, so far as the Shareholder and the Ultimate Beneficial Owners are aware, is not under any current or pending or threatened investigation, audit or review by any Governmental Authority that would have a material adverse effect on the business or operation of the Group.

(b) Save as Disclosed, the Company is in compliance in all material respects with all requirements under the Listing Rules, the Code and the SFO.

(c) All information publicly disclosed by the Company on the websites of the Stock Exchange and the Company is made in compliance with the requirements under the Listing Rules, the Code and the SFO is true, accurate and complete in all material respects.

11. Litigation

(i) There is no action, suit, investigation or proceeding pending or, so far as the Shareholder and the Ultimate Beneficial Owners are aware, threatened against any Group Company or any present or former officer, director or employee of any Group Company, that is material to any Group Company; and (ii) there is no action, suit, investigation or proceeding pending or threatened against the Shareholder and/or the Ultimate Beneficial Owners that would have a material adverse effect on the business or operation of the Group, its assets or the Business of the Group.

12. Winding up and Receivership

(a) No petition has been presented, no order has been made or resolution passed by any Group Company for the winding up of any Group Company or for the appointment of a liquidator or provisional liquidator to any Group Company.

(b) No Group Company is insolvent or is "unable to pay its debts" as they fall due.

(c) The Shareholder and the Ultimate Beneficial Owners are not aware of (i) any receiver or administrative receiver has been appointed in respect of any Group Company and (ii) any notice has been received by any Group Company in connection with the appointment of any such person, over the whole or part of any Group Company's business or assets, and are not notified to the Offeror.

13. Insurance

Each Group Company has maintained appropriate insurance policies in respect of its operations as required by Applicable Laws.

14. Taxation

(a) To the best knowledge of the Shareholder and the Ultimate Beneficial Owners, all Tax Returns required by Applicable Laws to be filed with any Taxing Authority by a Group Company have been properly filed when due, and all such Tax Returns were, at the time of filing, true, accurate and complete in all material respects. The Group has taken all reasonable steps to comply in all material respects with any applicable rules and regulations of all applicable Taxing Authority.

(b) To the best knowledge of the Shareholder and the Ultimate Beneficial Owners, the Group has duly paid or has withheld and remitted to the appropriate Taxing Authority all material Taxes due and payable, other than such Taxes that are being contested in good faith by appropriate proceedings.

(c) To the best knowledge of the Shareholder and the Ultimate Beneficial Owners, no Group Company is involved in any material dispute or investigation in relation to Tax involving any Taxing Authority and are not notified to the Offeror.

15. Material Contracts

Save as Disclosed, the Group is not a party to any contract, transaction, arrangement or liability which (i) is of an unusual or abnormal nature, or outside the ordinary and proper course of business that constitute disclosable transaction under the Listing Rules; (ii) cannot readily be fulfilled or performed by it on time without undue, or unusual, expenditure of money, effort or personnel; or (iii) involves, or is likely to involve loans, borrowings, or notes or cash expenditure with outstanding balance of exceeding RMB5,000,000.

16. Intellectual Property

(a) To the knowledge of the Shareholder and the Ultimate Beneficial Owners, (i) each Group Company owns, or has a licence to use, all Intellectual Property Rights necessary for it to operate its business in all material respects (ii) none of the activities of the Group have infringed the intellectual property of any third party; and (iii) there are no existing, alleged or threatened claims of infringement of any such rights or interests by a person that would have a material adverse effect on business or operation of the Group, its assets or the Business of the Group.

(b) All registration and renewals of Intellectual Property Rights necessary for the Group to operate its business in all material respects have been actioned and all registration and renewal fees payable in respect of any of the Intellectual Property have been paid up to date.

(c) There are no circumstances known or which ought to be known to the Shareholder or the Ultimate Beneficial Owners or the Group Companies that any of the Intellectual Property Rights of the Group necessary for it to operate its business in all material respects may be revoked or rejected for renewal or subject to any penalties imposed by the relevant Government Authority or claim of damages by any third parties.

(d) To the knowledge of the Shareholder and the Ultimate Beneficial Owners, there are no outstanding or potential claims against any of the Group Companies to pay compensation or damages to any present or former employee or consultation of the Group in respect of any Intellectual Property Rights that would have a material adverse effect on the business or operation of the Group.

For the purpose of this Warranty, reference to "material adverse effect on the business or operation of the Group" mean any event, occurrence, matter or change that may materially disrupt (a) the Group's ability to conduct its business in a normal, continuous and steady manner as usual and/or (b) the Group's ability to settle its outstanding external liabilities in the ordinary course.

17. No Material Adverse Change

To the best knowledge of the Shareholder, since December 31, 2025 (the date on which the latest published audited accounts was made up to) to the date hereof, there has not occurred any change, event, circumstance or other matter that has, or will have, either individually or in aggregate, a material adverse effect on the business or operation of any member of the Group taken as a whole, except as otherwise disclosed by the Company on the website of the Stock Exchange.

For the purpose of this Warranty, reference to "material adverse effect on the business or operation of the Group" mean any event, occurrence, matter or change that may materially disrupt (a) the Group's ability to conduct its business in a normal, continuous and steady manner as usual and/or (b) the Group's ability to settle its outstanding external liabilities in the ordinary course.

SCHEDULE 2

OFFEROR'S WARRANTIES

1. The Offeror has the requisite power and authority to enter into and to perform its obligations under this Undertaking and any other documents to be executed by it pursuant to or in connection with the Offer.

2. The Offeror has sufficient resources available to it to satisfy acceptances in full of the Offer and the offer to the holders of outstanding Share Options and unvested RSU and unvested Restricted Shares (as applicable) in accordance with the Code.

3. This Undertaking constitutes legal, valid and binding obligations of the Offeror in accordance with its terms and is enforceable against the Shareholder in accordance with its terms.

4. The Offeror is duly incorporated, validly existing and in good standing under the laws of its place of incorporation.

5. The Offeror has obtained or satisfied or will obtain or satisfy all corporate, regulatory and other approvals, necessary to execute and perform its obligations under this Undertaking and any other documents to be executed by it pursuant to or in connection with the Offer.

6. Other than compliance with the applicable requirements under the Code and the Listing Rules in respect of the Offer or the satisfaction of the conditions of the Offer as set out in the Offer Announcement, the execution, delivery and performance by the Offeror:

   (i) require no consent from or other action by any Governmental Authority or any other third parties, and

   (ii) will not (i) contravene, conflict with, or result in any violation or breach of any provision of the memorandum and articles of association (or any equivalent organizational documents) of the Offeror or any Applicable Laws; (ii) constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Offeror is entitled under any provision of any material contract; or (iii) result in the creation or imposition of any Encumbrance on any material asset of the Offeror, under each of (i) to (iii) above that would cause the Offeror unable to fulfill its obligations under this Undertaking or relating to the Offeror.

7. The Offeror acknowledges and agrees that (i) it has had an opportunity to discuss the business and affairs of the Group with the management of the Company; and (ii) it has been afforded the opportunity to ask questions of and receive answers from officers of the Company.

SCHEDULE 3

LIMITATIONS ON LIABILITY

1. LIMITATION ON QUANTUM

(a) The maximum aggregate liability of the Shareholder and the Ultimate Beneficial Owners in respect of all Claims shall not exceed an amount equal to 50 % of the aggregate Total Consideration payable to the Shareholder.

2. TIME LIMITS FOR BRINGING CLAIMS

(a) The Shareholder and/or the Ultimate Beneficial Owners shall not be liable in respect of a Claim (other than a Claim arising as a result of the Shareholder and/or the Ultimate Beneficial Owners' own fraud, gross negligence and wilful default) unless the Offeror has given the Shareholder and/or the Ultimate Beneficial Owners written notice of the Claim (including as far as reasonably practicable an estimate of the maximum amount of the Claim including details of the Offeror's calculation of the loss thereby alleged to have been suffered by it) on or before the first anniversary of the date of Completion.

(b) Any Claim shall (if it has not been previously satisfied, settled or withdrawn) be deemed to have been withdrawn 15 months after the notice is given pursuant to paragraph 2(a) of this **Schedule 3**, unless legal proceedings in respect of it have been commenced by being both issued and served.

(c) In respect of a breach of a Claim arising as a result of the Shareholder and/or the Ultimate Beneficial Owners own fraud, gross negligence and wilful default, the Offeror is entitled to give the Shareholder and/or the Ultimate Beneficial Owners written notice of the Claim (including as far as reasonably practicable an estimate of the maximum amount of the Claim including details of the Offeror's calculation of the loss thereby alleged to have been suffered by it) on or before the fifth anniversary of the date of Completion.

3. GENERAL LIMITATIONS

(a) The Offeror shall not be entitled to recover more than once in respect of any one matter or set of facts or circumstances giving rise to a Claim.

(b) The Shareholder and the Ultimate Beneficial Owners shall not be liable for any Claim if and to the extent that proper and adequate provision for the related liabilities of the Group has been made in the Accounts.

(c) The Shareholder and the Ultimate Beneficial Owners shall not be liable in respect of any Claim to the extent that the amount of such Claim is covered and reimbursed by a policy of insurance of a Group Company which is in place as at Completion and which remains in place at the time of the Claim.

(d) The Shareholder and the Ultimate Beneficial Owners shall not be liable for any Claim based upon or arising out of any inaccuracy in or breach of the Warranties if the Offeror had the knowledge of such inaccuracy or breach prior to the date of Completion or if it is resulted from the gross negligence, wilful misconduct or fraud of persons other than the Shareholder and/or the Ultimate Beneficial Owners.

(e) The Shareholder and the Ultimate Beneficial Owners shall not be liable in respect of any Claim that occurs wholly or partly or the amount thereof is increased as a result of:

(i) any change in the accounting principles of the Offeror's Group introduced or having effect after the Final Closing Date;

(ii) any change in Applicable Laws or any change in the official interpretation thereof after the Final Closing Date; or

(iii) any change to the rates of Tax of a Group Company after the Final Closing Date imposed by a Taxing Authority and not applied retrospectively to any of the Group Company,

provided that the change(s) in paragraphs (e)(ii) to (e)(iii) above is/are not directly or indirectly a result of any breach, violation, contravention, non-compliance with any requirements under Applicable Laws by the Shareholder or the Ultimate Beneficial Owners or any Group Company prior to the Final Closing Date.

4. SEVERAL LIABILITY AND PROPORTIONATE ALLOCATION

(a) The liability of each of the Shareholder and the Ultimate Beneficial Owners in respect of any Claim or breach of any covenants or other obligations under this Undertaking shall be several (and not joint and several) only.

(b) The aggregate liability of each Ultimate Beneficial Owner under this Undertaking shall not exceed an amount equal to its proportionate share of the total liability, such proportionate share being determined by reference to the percentage of shares in the issued share capital of the Shareholder held by that Ultimate Beneficial Owner as at the date of this Undertaking, which is set forth in Recital (B) of this Undertaking ("**Proportionate Share**").

(c) For the avoidance of doubt, any remedies or damages arising from the Claims against the Ultimate Beneficial Owners under this Undertaking shall be allocated among them in proportion to his respective Proportionate Share, and the Offeror shall not seek or recover from any Ultimate Beneficial Owner an amount exceeding such Ultimate Beneficial Owner's Proportionate Share.

APPENDIX A

OFFER ANNOUNCEMENT

Tongcheng Travel Holdings Limited
同程旅行控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 0780)

Dida Inc.
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 02559)

eLong, Inc.
(Incorporated in the Cayman Islands with limited liability)

JOINT ANNOUNCEMENT

(1) VOLUNTARY CONDITIONAL GENERAL CASH OFFER BY NOMURA INTERNATIONAL (HONG KONG) LIMITED ON BEHALF OF THE OFFEROR TO ACQUIRE ALL THE ISSUED SHARES IN DIDA INC. AND TO CANCEL ALL OUTSTANDING OPTIONS AND ACQUIRE ALL RSU SHARES CORRESPONDING TO THE OUTSTANDING RSUS (2) IRREVOCABLE UNDERTAKINGS AND (3) PROPOSED SPECIAL CASH DIVIDEND

Exclusive Financial Adviser to the Offeror

NOMURA

INTRODUCTION

The Offeror and the Company jointly announce that Nomura will, on behalf of the Offeror, make a voluntary conditional general cash offer to acquire all the issued Shares and cancel all outstanding Options and acquire all underlying Shares corresponding to the outstanding RSUs, in each case on the terms and conditions set out below.

The Offers are subject to the satisfaction or waiver (where applicable) of the conditions of the Offers as set out in the section headed "5. CONDITIONS OF THE OFFERS" in this joint announcement.

THE OFFERS

The Share Offer

The Share Offer will be made by Nomura on behalf of the Offeror on the following basis:

For each Offer Share . . . . **HK$1.3875 in cash**

The Shares to be acquired under the Share Offer shall be fully paid and shall be acquired free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at the date on which such Offer Shares are transferred to the Offeror or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, the record date of which is on or after the date on which such Offer Shares are transferred to the Offeror.

The Company has confirmed that, as at the date of this joint announcement, save for the Special Cash Dividend which is proposed to be declared, it has not declared any dividend and/or other distribution and/or other return of capital which remains unpaid.

The Offeror will not increase the Share Offer Price. Shareholders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Share Offer Price and the Offeror does not reserve the right to increase the Share Offer Price.

If, after the date of this joint announcement, any dividend, distribution and/or return of capital is announced, declared, made and/or paid in respect of the Shares (except the Special Cash Dividend), the Offeror is required to reduce the Share Offer Price by an amount equal to that of the dividend, distribution and/or return of capital paid or made by the Company (except the Special Cash Dividend) to such Shareholders who accept or have accepted the Share Offer pursuant to Note 11 to Rule 23.1 of the Takeovers Code. For the avoidance of doubt, the Shareholders will be entitled to receive the Special Cash Dividend in addition to the offer consideration.

As at the date of this joint announcement, the Offeror and the party acting in concert with it do not have any shareholding in the Company.

The Option Offer

As at the date of this joint announcement, the Company has a total of 17,047,383 Options outstanding (i.e. vested or unvested and, if vested, unexercised) under the Pre-IPO Share Option Scheme, consisting of the following:

(a) 9,587,437 Pre-IPO Director Options with an exercise price of US$0.0001 (all of which are currently vested but unexercised, and will be exercised prior to the Despatch Date);

(b) 6,521,096 Pre-IPO Employee Options with an exercise price of US$0.0001 (of which 3,681,996 are currently vested but unexercised and will be exercised prior to the Despatch Date, and 2,839,100 are currently unvested and will be vested and exercised prior to the Despatch Date);

(c) 697,000 Pre-IPO Employee Options with an exercise price of US$0.044 (all of which are currently vested but unexercised, and will be exercised prior to the Despatch Date); and

(d) 241,850 Pre-IPO Employee Options with an exercise price of US$0.15 (all of which are currently vested but unexercised, and will be exercised prior to the Despatch Date).

Nomura, on behalf of the Offeror, will make appropriate offers to the Optionholders in accordance with Rule 13 of the Takeovers Code to cancel all outstanding Options in exchange for cash on the following basis:

(A) *In respect of the Pre-IPO Director Options with an exercise price of US$0.0001:*

For cancellation of each such Pre-IPO Director Option . . . . **HK$1.3867 in cash**

(B) *In respect of the Pre-IPO Employee Options with an exercise price of US$0.0001 (as repriced on 31 December 2024):*

For cancellation of each such Pre-IPO Employee Option . . . . **HK$1.3867 in cash**

(C) *In respect of the Pre-IPO Employee Options with an exercise price of US$0.044 (as they were not repriced to US$0.0001 on 31 December 2024):*

For cancellation of each such Pre-IPO Employee Option . . . . **HK$1.0424 in cash**

(D) *In respect of the Pre-IPO Employee Options with an exercise price of US$0.15 (as they were not repriced to US$0.0001 on 31 December 2024):*

For cancellation of each such Pre-IPO Employee Option . . . . **HK$0.2111 in cash**

Pursuant to Rule 13 of the Takeovers Code, the Offeror will make an appropriate cash offer to the Optionholders to cancel their Options. The Option Cancellation Price is the see-through price which represents the excess of the Share Offer Price per Offer Share and the exercise price of each Option.

If, after the date of this joint announcement, any dividend, distribution and/or return of capital is announced, declared, made and/or paid in respect of the Shares (except the Special Cash Dividend as described below) which reduces the Share Offer Price, the Offeror reserves the right to reduce the Option Cancellation Price to the same extent of the reduction in the Share Offer Price.

As the Pre-IPO Director Options and Pre-IPO Employee Options have their exercise prices in US$, the cancellation price has been determined on the basis of a US$ to HK$ exchange rate of US$1: HK$7.8430, being the spot rate quoted at 5:00 p.m. Hong Kong time on the date of this joint announcement on Bloomberg BFIX.

The Option Offer, if made, will be conditional upon the Share Offer becoming or being declared unconditional in all respects. Subject to the Share Offer becoming unconditional in all respects, following acceptance of the Option Offer, the relevant Options together with all rights attaching thereto will be entirely cancelled and renounced.

If at any time prior to the despatch of the Composite Document, no Option remains outstanding due to all Options having been vested and exercised, the Option Offer will not be made by the Offeror. For the avoidance of doubt, the Options which have been vested and exercised prior to the despatch of the Composite Document will form part of the Share Offer in which case the Offeror will pay the Share Offer Price to the ESOP Nominee (which holds the underlying Share(s) on behalf of the relevant Optionholder(s)) within seven (7) Business Days after the later of the Unconditional Date and the date of receipt of a duly completed acceptance.

The RSU Offer

As at the date of this joint announcement, the Company has 7,745,750 unvested RSUs in issue under the Post-IPO RSU Scheme, which entitles the RSU Holders to receive an aggregate of 7,745,750 RSU Shares upon vesting, representing approximately 0.75% of the issued share capital of the Company as at the date of this joint announcement.

Nomura, on behalf of the Offeror, will make the RSU Offer to the RSU Holders in accordance with Rule 13 of the Takeovers Code on the following basis

For each RSU Share. . . . . HK$1.3875 in cash

As there is no exercise price payable for the RSUs under the Post-IPO RSU Scheme, the RSU Offer Price is equal to the Share Offer Price of HK$1.3875 per RSU Share.

If, after the date of this joint announcement, any dividend, distribution and/or return of capital is announced, declared, made and/or paid in respect of the Shares (except the Special Cash Dividend as described below) which reduces the Share Offer Price, the Offeror reserves the right to reduce the RSU Offer Price to the same extent of the reduction in the Share Offer Price.

The RSU Offer, if made, will be conditional upon the Share Offer becoming or being declared unconditional in all respects.

Subject to Share Offer becoming or being declared unconditional in all respects, for RSU Holders accepting the RSU Offer, if the RSUs of such RSU Holders have vested (whether in accordance with their existing vesting schedule or as a result of the acceleration of vesting by the Company) and exercised, the Offeror will pay the RSU Offer Price to the ESOP Nominee (which holds the underlying RSU Share(s) on behalf of the relevant RSU Holder(s)) within seven (7) Business Days after the later of the Unconditional Date and the date of receipt of a duly completed acceptance.

If at any time prior to the despatch of the Composite Document, no RSU remains outstanding due to all RSUs having been vested and exercised, the RSU Offer will not be made by the Offeror. For the avoidance of doubt, the RSU Shares which have been vested and exercised prior to the despatch of the Composite Document will form part of the Share Offer in which case the Offeror will pay the RSU Offer Price to the ESOP Nominee (which holds the underlying Share(s) on behalf of the relevant RSU Holder(s)) within seven (7) Business Days after the later of the Unconditional Date and the date of receipt of a duly completed acceptance.

Expected acceleration of vesting and/or exercise of all outstanding Options and RSUs prior to the Despatch Date

As of the date of this joint announcement, there are 2,839,100 unvested Options under the Pre-IPO Share Option Scheme and 7,745,750 unvested RSUs in issue under the Post-IPO RSU Scheme.

The Offeror is informed that, to award certain participants of the Post-IPO RSU Scheme for their contribution to the development of the Company, the Company will further grant 1,000,000 RSUs after the date of this joint announcement but in any event prior to the Despatch Date.

Under the rules of the Pre-IPO Share Option Scheme and the Post-IPO RSU Scheme, the Board shall have the sole discretion to accelerate the vesting of Options and RSUs, subject to applicable laws, regulations and the Listing Rules. In light of the Share Offer and the Special Cash Dividend, the Board intends to exercise its discretion in accordance with the rules of the Pre-IPO Share Option Scheme and the Post-IPO RSU Scheme to, prior to the Despatch Date, (i) accelerate the vesting schedule of 2,839,100 unvested Options to the Optionholders and 8,745,750 unvested RSUs (including the 1,000,000 RSUs to be granted) to the RSU Holders such that they will be vested on a date prior to the Record Date, to ensure that the intrinsic value of such Options and RSUs is not compromised as a result of such arrangements; and (ii) procure the Optionholders to exercise the 17,047,383 outstanding Options (including the 2,839,100 unvested Options which will become vested) and the RSU Holders to exercise the 8,745,750 outstanding RSUs (including the 1,000,000 RSUs to be granted).

In accordance with the rules of the Pre-IPO Share Option Scheme and the Post-IPO RSU Scheme, the Company may allot and issue Shares to the ESOP Nominee or direct and procure the ESOP Nominee to purchase existing Shares to satisfy the Options or RSUs upon exercise. As of the date of this joint announcement, 25,793,133 Shares are held by the ESOP Nominee, all of which will be used to satisfy the number of Shares the relevant grantees will be entitled to, upon (i) exercise of all 14,208,283 vested (but unexercised) Options as of the date of this joint announcement; (ii) vesting and exercise of all 2,839,100 unvested Options and all 7,745,750 unvested RSUs as of the date of this joint announcement; and (iii) vesting and exercise of all 1,000,000 RSUs to be granted by the Company prior to the Despatch Date.

Therefore, it is expected that by the Despatch Date, no Option and RSU will remain outstanding. Accordingly, it is expected that the Option Offer and RSU Offer will not be made by the Offeror, and the ESOP Nominee, as one of the Qualifying Shareholders, will receive the consideration for the underlying Shares of all such Options and the RSUs. The ESOP Nominee will then distribute the consideration it receives from the Share Offer pro rata to the Optionholders and RSU Holders, based on their respective holdings (after deducting applicable fees, charges and expenses of the ESOP Nominee, government charges and taxes withheld).

CONFIRMATION OF FINANCIAL RESOURCES

The Offeror intends to finance all consideration payable by the Offeror under the Offers through a facility in the maximum amount of HK$1.5 billion granted to the Offeror by China CITIC Bank International Limited.

Nomura, the exclusive financial adviser to the Offeror in respect of the Offers, is satisfied that sufficient financial resources are available to the Offeror to satisfy full acceptance of the Offers.

IRREVOCABLE UNDERTAKINGS

As at the date of this joint announcement:

(a) 5brothers holds 320,546,403 Shares, representing approximately 31.23% of the issued share capital of the Company;

(b) Leap Profit holds 168,888,700 Shares, representing approximately 16.46% of the issued share capital of the Company;

(c) Smart Canvas Investment Limited holds 40,368,557 Shares, representing approximately 3.93% of the issued share capital of the Company;

(d) Star Celestial Holdings Limited holds 1,160,596 Shares, representing approximately 0.11% of the issued share capital of the Company; and

(e) NBNW Investment Limited holds 20,184,278 Shares, representing approximately 1.97% of the issued share capital of the Company.

On 29 June 2026, each of the Undertaking Shareholders gave an Irrevocable Undertaking in favour of the Offeror.

Pursuant to the Irrevocable Undertaking, each of the Undertaking Shareholders has irrevocably undertaken to the Offeror to accept the Share Offer on or prior to the Closing Date in respect of all the Shares held by each of them, respectively, representing an aggregate of 551,148,534 Shares and approximately 53.70% of the issued share capital of the Company as at the date of this joint announcement.

5brothers (being one of the Undertaking Shareholders) has also provided certain additional undertakings to the Offeror, the details of which have been set out in the section headed "6. IRREVOCABLE UNDERTAKINGS – Additional undertakings provided by 5brothers in its Irrevocable Undertaking" in this joint announcement.

PROPOSED SPECIAL CASH DIVIDEND

The Board intends to declare and pay a Special Cash Dividend (i.e. HK$1.1745 per Share) which is conditional upon the satisfaction or waiver (where applicable) of all the Conditions. The Special Cash Dividend will be paid to the Shareholders whose names appear on the Record Date which will be set for a date prior to the Despatch Date.

The Offeror acknowledges and consents to the proposed payment and declaration of such Special Cash Dividend, and confirms that no reduction will be made to the Share Offer Price.

For the avoidance of doubt, any Shareholder whose name appears on the Company's principal or branch register on the Record Date and subsequently accepts the Share Offer would still be entitled to the Special Cash Dividend. Shareholders will be entitled to the Special Cash Dividend irrespective of whether they accept the Share Offer or not.

The Company will make further announcement(s) in respect of the Record Date, the payment date of the Special Cash Dividend and the closure of register of members of the Company for determining the Shareholders' entitlement to the Special Cash Dividend in accordance with Rule 13.66 of the Listing Rules.

RIGHT OF COMPULSORY ACQUISITION AND LISTING OF THE SHARES

As at the date of this joint announcement, the Offeror's objective in making the Offers is not to privatise the Company, and the Offeror intends to maintain the Company's listing on the Stock Exchange after the close of the Offers. The sole director of the Offeror will undertake to the Stock Exchange to take appropriate steps to ensure that sufficient public float exists in the Shares in the event that the Offeror does not effect the compulsory acquisition of the remaining shares not acquired by the Offeror under the Share Offer.

The Offeror has a right (but not an obligation) under section 88 of the Companies Act to compulsorily acquire the Shares not acquired by the Offeror under the Share Offer where, after the making of the Share Offer on the Despatch Date, the Share Offer has been accepted by holders of not less than 90% in value of the Shares (excluding those Shares, if any, held at the Despatch Date by, or by a nominee for, the Offeror and/or its concert parties). On completion of any such compulsory acquisition (if applicable), the Company would become a direct wholly-owned subsidiary of the Offeror and in this regard, an application would be made for the withdrawal of listing of the Shares from the Stock Exchange pursuant to Rule 6.15(1) of the Listing Rules.

Pursuant to Rule 2.11 of the Takeovers Code, except with the consent of the Executive, where the Offeror seeks to acquire or privatise the Company by means of the Share Offer and the use of compulsory acquisition rights, such rights may only be exercised if, in addition to satisfying any requirements imposed by the Companies Act, acceptances of the Share Offer and purchases (in each case of the disinterested Shares) made by the Offeror and persons acting in concert with it during the period of four months after the despatch of the Composite Document total 90% of the disinterested Shares.

INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER

The Independent Board Committee will be established in accordance with Rule 2.1 of the Takeovers Code to advise and give recommendations to the Qualifying Shareholders, Optionholders and RSU Holders as to whether the Offers are fair and reasonable and as to acceptance of the Offers. The Independent Board Committee will comprise all the independent non-executive Directors, namely Mr. Li Feng, Mr. Li Jian and Ms. Wu Wenjie, none of whom has any direct or indirect interest in the Offers.

An independent financial adviser will be appointed by the Company with the approval of the Independent Board Committee to advise the Independent Board Committee in connection with the Offers and in particular as to whether the Offers are fair and reasonable and as to acceptance of the Offers pursuant to Rule 2.1 of the Takeovers Code. Further announcement(s) will be made by the Company as soon as practicable after the independent financial adviser has been appointed.

DESPATCH OF THE COMPOSITE DOCUMENT

It is the intention of the Offeror and the Company that a Composite Document combining the offer document and the offeree board circular will be jointly despatched by the Offeror and the Company to the Qualifying Shareholders and, if applicable, the Optionholders and RSU Holders in accordance with the requirements of the Takeovers Code.

Pursuant to Rule 8.2 of the Takeovers Code, the Composite Document which contains, among other things, (i) details of the Share Offer (including the expected timetable and terms of the Share Offer) and, if applicable, the details of the Option Offer and the RSU Offer; (ii) a letter of recommendation from the Independent Board Committee to the Qualifying Shareholders in relation to the Share Offer and, if applicable, to the Optionholders and the RSU Holders in relation to the Option Offer and the RSU Offer; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee in relation to the Share Offer and, if applicable, the Option Offer and the RSU Offer; and (iv) the relevant form of acceptance or form of cancellation (if applicable), is required to be despatched to the Qualifying Shareholders and, if applicable, the Optionholders and the RSU Holders as soon as practicable within 21 days of the date of this joint announcement unless the Executive grants a consent for extension. It is expected that the Composite Document will be issued on or before 20 July 2026.

WARNING

Shareholders, Optionholders, RSU Holders and potential investors of the Company should note that the implementation of the Offers is subject to the satisfaction or waiver (where applicable) of the Conditions. Thus, the Offers may or may not become or be declared unconditional. Shareholders, Optionholders, RSU Holders, and potential investors of the Company are reminded to exercise caution when dealing in the respective shares of the Company. Persons who are in doubt as to the action they should take should consult a licensed securities dealer or registered institutions in securities, bank manager, solicitor, professional accountant or other professional advisers.

1. INTRODUCTION

The Offeror and the Company jointly announce that Nomura will, on behalf of the Offeror, make a voluntary conditional general cash offer to acquire all the issued Shares and cancel all outstanding Options and acquire all outstanding RSUs, in each case on the terms and conditions set out below.

2. THE OFFERS

(A) The Share Offer

The Share Offer will be made by Nomura on behalf of the Offeror on the following basis:

For each Offer Share . . . . **HK$1.3875 in cash**

The Shares to be acquired under the Share Offer shall be fully paid and shall be acquired free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at the date on which such Offer Shares are transferred to the Offeror or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, the record date of which is on or after the date on which such Offer Shares are transferred to the Offeror.

The Company has confirmed that, as at the date of this joint announcement, save for the Special Cash Dividend which is proposed to be declared, it has not declared any dividend and/or other distribution and/or other return of capital which remains unpaid.

The Offeror will not increase the Share Offer Price. Shareholders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Share Offer Price and the Offeror does not reserve the right to increase the Share Offer Price.

If, after the date of this joint announcement, any dividend, distribution and/or return of capital is announced, declared, made and/or paid in respect of the Shares (except the Special Cash Dividend), the Offeror is required to reduce the Share Offer Price by an amount equal to that of the dividend, distribution and/or return of capital paid or made by the Company (except the Special Cash Dividend) to such Shareholders who accept or have accepted the Share Offer pursuant to Note 11 to Rule 23.1 of the Takeovers Code. For the avoidance of doubt, the Shareholders will be entitled to receive the Special Cash Dividend in addition to the offer consideration.

As at the date of this joint announcement, the Offeror and the party acting in concert with it do not have any shareholding in the Company.

Comparisons of value

The Share Offer Price of HK$1.3875 per Share represents:

(a) a premium of approximately 12.8% over the closing price of HK$1.2300 per Share as quoted on the Stock Exchange on the Last Trading Day;

(b) a premium of approximately 2.5% over the average of the closing prices as quoted on the Stock Exchange for the five consecutive trading days up to and including the Last Trading Day of HK$1.3540 per Share;

(c) a premium of approximately 3.2% over the average of the closing prices as quoted on the Stock Exchange for the ten consecutive trading days up to and including the Last Trading Day of HK$1.3450 per Share;

(d) a premium of approximately 13.0% over the average of the closing prices as quoted on the Stock Exchange for the 30 consecutive trading days up to and including the Last Trading Day of HK$1.2283 per Share;

(e) a premium of approximately 8.0% over the average of the closing prices as quoted on the Stock Exchange for the 60 consecutive trading days up to and including the Last Trading Day of HK$1.2842 per Share;

(f) a discount of approximately 4.1% to the average of the closing prices as quoted on the Stock Exchange for the 90 consecutive trading days up to and including the Last Trading Day of HK$1.4474 per Share;

(g) a discount of approximately 12.8% to the audited consolidated net asset value attributable to owners of the Company of approximately HK$1.5914 per Share as at 31 December 2025 calculated based on the information as set out in the Company's annual report for the year ended 31 December 2025 which was published on 28 April 2026.

Highest and lowest closing prices of Shares

During the six-month period ended on and including the Last Trading Day, the highest closing price of the Shares as quoted on the Stock Exchange was HK$2.8200 per Share on 13 January 2026 and the lowest closing price of the Shares quoted on the Stock Exchange was HK$1.0700 per Share on 9 June 2026.

(B) The Option Offer

As at the date of this joint announcement, the Company has a total of 17,047,383 Options outstanding (i.e. vested or unvested and, if vested, unexercised) under the Pre-IPO Share Option Scheme, consisting of the following:

(a) 9,587,437 Pre-IPO Director Options with an exercise price of US$0.0001 (all of which are currently vested but unexercised, and will be exercised prior to the Despatch Date);

(b) 6,521,096 Pre-IPO Employee Options with an exercise price of US$0.0001 (of which 3,681,996 are currently vested but unexercised and will be exercised prior to the Despatch Date, and 2,839,100 are currently unvested and will be vested and exercised prior to the Despatch Date);

(c) 697,000 Pre-IPO Employee Options with an exercise price of US$0.044 (all of which are currently vested but unexercised, and will be exercised prior to the Despatch Date); and

(d) 241,850 Pre-IPO Employee Options with an exercise price of US$0.15 (all of which are currently vested but unexercised, and will be exercised prior to the Despatch Date).

Nomura, on behalf of the Offeror, will make appropriate offers to the Optionholders in accordance with Rule 13 of the Takeovers Code to cancel all outstanding Options in exchange for cash on the following basis:

(A) *In respect of the Pre-IPO Director Options with an exercise price of US$0.0001:*

For cancellation of each such Pre-IPO Director Option . . . . **HK$1.3867 in cash**

(B) *In respect of the Pre-IPO Employee Options with an exercise price of US$0.0001 (as repriced on 31 December 2024):*

For cancellation of each such Pre-IPO Employee Option . . . . **HK$1.3867 in cash**

(C) *In respect of the Pre-IPO Employee Options with an exercise price of US$0.044 (as they were not repriced to US$0.0001 on 31 December 2024):*

For cancellation of each such Pre-IPO Employee Option . . . . **HK$1.0424 in cash**

(D) *In respect of the Pre-IPO Employee Options with an exercise price of US$0.15 (as they were not repriced to US$0.0001 on 31 December 2024):*

For cancellation of each such Pre-IPO Employee Option . . . . **HK$0.2111 in cash**

Pursuant to Rule 13 of the Takeovers Code, the Offeror will make an appropriate cash offer to the Optionholders to cancel their Options. The Option Cancellation Price is the see-through price which represents the excess of the Share Offer Price per Offer Share and the exercise price of each Option.

If, after the date of this joint announcement, any dividend, distribution and/or return of capital is announced, declared, made and/or paid in respect of the Shares (except the Special Cash Dividend as described below) which reduces the Share Offer Price, the Offeror reserves the right to reduce the Option Cancellation Price to the same extent of the reduction in the Share Offer Price.

As the Pre-IPO Director Options and Pre-IPO Employee Options have their exercise prices in US$, the cancellation price has been determined on the basis of a US$ to HK$ exchange rate of US$1: HK$7.8430, being the spot rate quoted at 5:00 p.m. Hong Kong time on the date of this joint announcement on Bloomberg BFIX.

The Option Offer, if made, will be conditional upon the Share Offer becoming or being declared unconditional in all respects. Subject to the Share Offer becoming unconditional in all respects, following acceptance of the Option Offer, the relevant Options together with all rights attaching thereto will be entirely cancelled and renounced.

If at any time prior to the despatch of the Composite Document, no Option remains outstanding due to all Options having been vested and exercised, the Option Offer will not be made by the Offeror. For the avoidance of doubt, the Options which have been vested and exercised prior to the despatch of the Composite Document will form part of the Share Offer in which case the Offeror will pay the Share Offer Price to the ESOP Nominee (which holds the underlying Share(s) on behalf of the relevant Optionholder(s)) within seven (7) Business Days after the later of the Unconditional Date and the date of receipt of a duly completed acceptance.

(C) The RSU Offer

As at the date of this joint announcement, the Company has 7,745,750 unvested RSUs in issue under the Post-IPO RSU Scheme, which entitles the RSU Holders to receive an aggregate of 7,745,750 RSU Shares upon vesting, representing approximately 0.75% of the issued share capital of the Company as at the date of this joint announcement.

Nomura, on behalf of the Offeror, will make the RSU Offer to the RSU Holders in accordance with Rule 13 of the Takeovers Code on the following basis:

For each RSU Share . . . . HK$1.3875 in cash

As there is no exercise price payable for the RSUs under the Post-IPO RSU Scheme, the RSU Offer Price is equal to the Share Offer Price of HK$1.3875 per RSU Share.

If, after the date of this joint announcement, any dividend, distribution and/or return of capital is announced, declared, made and/or paid in respect of the Shares (except the Special Cash Dividend as described below) which reduces the Share Offer Price, the Offeror reserves the right to reduce the RSU Offer Price to the same extent of the reduction in the Share Offer Price.

The RSU Offer, if made, will be conditional upon the Share Offer becoming or being declared unconditional in all respects.

Subject to Share Offer becoming or being declared unconditional in all respects, for RSU Holders accepting the RSU Offer, if the RSUs of such RSU Holders have been vested (whether in accordance with their existing vesting schedule or as a result of the acceleration of vesting by the Company) and exercised, the Offeror will pay the RSU Offer Price to the ESOP Nominee (which holds the underlying RSU Share(s) on behalf of the relevant RSU Holder(s)) within seven (7) Business Days after the later of the Unconditional Date and the date of receipt of a duly completed acceptance.

If at any time prior to the despatch of the Composite Document, no RSU remains outstanding due to all RSUs having been vested and exercised, the RSU Offer will not be made by the Offeror. For the avoidance of doubt, the RSU Shares which have been vested and exercised prior to the despatch of the Composite Document will form part of the Share Offer in which case the Offeror will pay the RSU Offer Price to the ESOP Nominee (which holds the underlying Share(s) on behalf of the relevant RSU Holder(s)) within seven (7) Business Days after the later of the Unconditional Date and the date of receipt of a duly completed acceptance.

(D) Expected acceleration of vesting and/or exercise of all outstanding Options and RSUs prior to the Despatch Date

As of the date of this joint announcement, there are 2,839,100 unvested Options under the Pre-IPO Share Option Scheme and 7,745,750 unvested RSUs in issue under the Post-IPO RSU Scheme.

The Offeror is informed that, to award certain participants of the Post-IPO RSU Scheme for their contribution to the development of the Company, the Company will further grant 1,000,000 RSUs after the date of this joint announcement but in any event prior to the Despatch Date.

Under the rules of the Pre-IPO Share Option Scheme and the Post-IPO RSU Scheme, the Board shall have the sole discretion to accelerate the vesting of Options and RSUs, subject to applicable laws, regulations and the Listing Rules. In light of the Share Offer and the Special Cash Dividend, the Board intends to exercise its discretion in accordance with the rules of the Pre-IPO Share Option Scheme and the Post-IPO RSU Scheme to, prior to the Despatch Date, (i) accelerate the vesting schedule of 2,839,100 unvested Options to the Optionholders and 8,745,750 unvested RSUs (including the 1,000,000 RSUs to be granted) to the RSU Holders such that they will be vested on a date prior to the Record Date, to ensure that the intrinsic value of such Options and RSUs is not compromised as a result of such arrangements; and (ii) procure the Optionholders to exercise the 17,047,383 outstanding Options (including the 2,839,100 unvested Options which will become vested) and the RSU Holders to exercise the 8,745,750 outstanding RSUs (including the 1,000,000 RSUs to be granted).

The Company will publish a separate announcement in relation to the grant of new RSUs and the accelerated vesting and/or exercise of the Options and RSUs. Save as disclosed above, the Board does not intend to grant any further RSUs or Options prior to the Closing Date.

In accordance with the rules of the Pre-IPO Share Option Scheme and the Post-IPO RSU Scheme, the Company may allot and issue Shares to the ESOP Nominee or direct and procure the ESOP Nominee to purchase existing Shares to satisfy the Options or RSUs upon exercise. As of the date of this joint announcement, 25,793,133 Shares are held by the ESOP Nominee, all of which will be used to satisfy the number of Shares the relevant grantees will be entitled to, upon (i) exercise of all 14,208,283 vested (but unexercised) Options as of the date of this joint announcement; (ii) vesting and exercise of all 2,839,100 unvested Options and all 7,745,750 unvested RSUs as of the date of this joint announcement; and (iii) vesting and exercise of all 1,000,000 RSUs to be granted by the Company prior to the Despatch Date.

The Offeror acknowledges and consents to the proposed grant of 1,000,000 RSUs and the proposed acceleration of vesting and exercise of all outstanding Options and RSUs as described above, and confirms that no reduction will be made to the Share Offer Price as a result of such movement.

Therefore, it is expected that by the Despatch Date, no Option and RSU will remain outstanding. Accordingly, it is expected that the Option Offer and RSU Offer will not be made by the Offeror, and the ESOP Nominee, as one of the Qualifying Shareholders, will receive the consideration for the underlying Shares of all such Options and the RSUs. The ESOP Nominee will then distribute the consideration it receives from the Share Offer pro rata to the Optionholders and RSU Holders, based on their respective holdings (after deducting applicable fees, charges and expenses of the ESOP Nominee, government charges and taxes withheld).

3. VALUE OF THE OFFERS

As at the date of this joint announcement, the Company has a total of 1,026,282,344 Shares in issue. Save as disclosed above, the Offeror is not aware of the Company having any other relevant securities (as defined in Note 4 to the Rule 22 of the Takeovers Code) in issue as at the date of this announcement.

Assuming (i) no further Shares are issued whether pursuant to the grant, vesting or exercise of Options or RSUs or otherwise before the close of the Offers and (ii) all the Options and RSUs (whether vested or unvested) are vested and exercised by their holders such that no Options and RSUs remain outstanding as at the Despatch Date,

(i) on the basis of the Share Offer Price of HK$1.3875 and 1,026,282,344 Shares will be subject to the Share Offer, the Share Offer will be valued at approximately HK$1,423,966,752; and

(ii) the value of the Option Offer and the RSU Offer will be nil as no Option Offer and RSU Offer will be made by the Offeror.

4. CONFIRMATION OF FINANCIAL RESOURCES

The Offeror intends to finance all consideration payable by the Offeror under the Offers through a facility in the maximum amount of HK$1.5 billion granted to the Offeror by China CITIC Bank International Limited.

Nomura, the exclusive financial adviser to the Offeror in respect of the Offers, is satisfied that sufficient financial resources are available to the Offeror to satisfy full acceptance of the Offers.

5. CONDITIONS OF THE OFFERS

Conditions to the Share Offer

The Share Offer to be made by the Offeror is subject to the satisfaction or waiver (where applicable) of the following Conditions on or before the Closing Date:

(a) the Offeror having received valid acceptances of the Share Offer (and, where permitted, such acceptances not having been withdrawn) by 4:00 p.m. on the Closing Date (or such later time or date as the Offeror may, subject to the Takeovers Code, decide) which will result in the Offeror and persons acting in concert with it holding more than 50% of the voting rights in the Company as at the Closing Date;

(b) up to and including the time when the Condition in (a) above is satisfied, the Offeror having obtained all necessary consents, approvals, waivers and authorisations by the Relevant Authorities in connection with the Offers;

(c) the Shares remaining listed and traded on the Stock Exchange up to and including the time when the Condition in (a) above is satisfied, save for any temporary suspension(s) of trading of the Shares as a result of the Offers and no indication having been received on or before the Closing Date from the SFC and/or the Stock Exchange to the effect that the listing of the Shares on the Stock Exchange is or is likely to be withdrawn, other than as a result of either the Offers or anything done or caused by or on behalf of the Offeror or parties acting in concert with it;

(d) no event, up to and including the time when the Condition in (a) above is satisfied, having occurred which would make the Offers or the acquisition of any of the Shares under the Offers void, unenforceable, illegal or impracticable or would prohibit implementation of the Offers or would impose any additional material conditions or obligations with respect to the Offers or any part thereof;

(e) up to and including the time when the Condition in (a) above is satisfied, no Relevant Authorities in any jurisdiction having taken or instigated any action, proceeding, suit, public investigation or public enquiry, or enacted or made or publicly proposed, and there having been no outstanding statute, regulation, demand or order that would make the Offers void, unenforceable or illegal or prohibit the implementation of, or which would impose any material conditions, limitations or obligations with respect to the Offers;

(f) up to and including the time when the Condition in (a) above is satisfied, no event occurring or having occurred which is an event of default or other event giving any lender to any member of the Group a right to accelerate the repayment of any obligations prior to their stated maturity date arising from any financing documentation to which any member of the Group is a party or by which it is bound and no lender to any member of the Group indicating on or prior to the Closing Date that it will exercise such rights to accelerate repayment or claim an event of default; and

(g) up to and including the time when the Condition in (a) above is satisfied, since the date of the last audited consolidated financial statements of the Company, there having been no material adverse change in the business, assets, financial or trading positions or prospects or conditions (whether operational, legal or otherwise) of the Group to an extent which is material in the context of the Group taken as a whole.

The Offeror reserves the right to waive, in whole or in part, Conditions (c) to (g) above. Conditions (a) and (b) above cannot be waived. In respect of Condition (b), as at the date of this joint announcement, the Offeror is not aware of any consents, approvals, waivers and authorisations required to be obtained from the Relevant Authorities in connection with the Offers.

Under the terms of the Irrevocable Undertakings, the Undertaking Shareholders have agreed to accept the Share Offer on or prior to the Closing Date. It is therefore expected that the Condition referred to in (a) above will be satisfied and the Share Offer will be unconditional as to acceptances on or before the Closing Date.

Pursuant to Note 2 to Rule 30.1 of the Takeovers Code, the Offeror may only invoke any or all of the Conditions as a basis for not proceeding with the Offers if the circumstances which give rise to the right to invoke any of such Conditions are of material significance to the Offeror in the context of the Offers. In accordance with Rule 15.3 of the Takeovers Code, the Offeror must publish an announcement when the Offers become unconditional as to acceptances and when the Offers become unconditional in all respects. The Offers must also remain open for acceptance for at least 14 days after the Share Offer becomes unconditional in all respects. Shareholders are reminded that the Offeror does not have any obligation to keep the Share Offer open for acceptance beyond this 14-day period.

As at the date of this joint announcement, the Conditions have not been satisfied. If the above Conditions are not satisfied on or before the Closing Date, the Share Offer will lapse unless the Share Offer is extended by the Offeror in accordance with the Takeovers Code. The Offeror will issue an announcement in relation to the revision, extension or lapse of the Offers or the fulfilment of the Conditions in accordance with the Takeovers Code and the Listing Rules. In accordance with Rule 15.5 of the Takeovers Code, the latest time on which the Offers may become or may be declared unconditional as to acceptance is 7:00 p.m. on the 60th day after the posting of the Composite Document (or such later date to which the Executive may consent).

Condition to the Option Offer and the RSU Offer

Each of the Option Offer and the RSU Offer, if made, is conditional upon the Share Offer becoming or being declared unconditional in all respects.

Shareholders, Optionholders, RSU Holders and potential investors of the Company should note that the implementation of the Offers is subject to the satisfaction or waiver (where applicable) of the Conditions. Accordingly, the Offers may or may not become or be declared unconditional. Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the respective shares of the Company. Persons who are in doubt as to the action they should take should consult a licensed securities dealer or registered institutions in securities, bank manager, solicitor, professional accountant or other professional advisers.

6. IRREVOCABLE UNDERTAKINGS

As at the date of this joint announcement:

(a) 5brothers holds 320,546,403 Shares, representing approximately 31.23% of the issued share capital of the Company;

(b) Leap Profit holds 168,888,700 Shares, representing approximately 16.46% of the issued share capital of the Company;

(c) Smart Canvas Investment Limited holds 40,368,557 Shares, representing approximately 3.93% of the issued share capital of the Company;

(d) Star Celestial Holdings Limited holds 1,160,596 Shares, representing approximately 0.11% of the issued share capital of the Company; and

(e) NBNW Investment Limited holds 20,184,278 Shares, representing approximately 1.97% of the issued share capital of the Company.

On 29 June 2026, each of the Undertaking Shareholders gave an Irrevocable Undertaking in favour of the Offeror.

Pursuant to the Irrevocable Undertaking, each of the Undertaking Shareholders has undertaken to the Offeror to accept the Share Offer on or prior to the Closing Date in respect of all the Shares held by each of them, respectively, representing an aggregate of 551,148,534 Shares and approximately 53.70% of the issued share capital of the Company as at the date of this joint announcement.

Prior to the close, lapse or withdrawal of the Share Offer, each of the Undertaking Shareholders has undertaken to the Offeror that it shall not:

(a) sell, transfer, charge, encumber, grant any option over (or cause the same to be done) or otherwise dispose of any interest in its Shares (other than to the Offeror);

(b) acquire, directly or indirectly, any additional Shares, securities or other interests of the Company. If the Undertaking Shareholder voluntarily or involuntarily receives, is allotted, or otherwise acquires any additional Shares, such Shares shall be deemed to be the Shares held by the relevant Undertaking Shareholder for the purpose of the Irrevocable Undertaking; or

(c) take any action or enter into any agreement or arrangement, including, if any, through its representation on the Board (and whether or not legally binding or subject to any condition or which is to take effect after the Share Offer closes or lapses), or permit any agreement or arrangement to be entered into or authorise or incur any obligation which, (i) in relation to the Shares held by the relevant Undertaking Shareholder, would or might restrict or impede its accepting the Share Offer or (ii) applicable to 5brothers only, would otherwise be prejudicial to the successful outcome of the Share Offer.

No withdrawal

Each of the Undertaking Shareholders has undertaken to the Offeror that it shall not withdraw any acceptance of the Share Offer in respect of its Shares, notwithstanding any withdrawal rights that may be afforded to Shareholders of the Company under the Takeovers Code or in the terms and conditions of the Share Offer.

Termination

Each Irrevocable Undertaking shall terminate if: (a) the Offeror fails to publish this joint announcement as soon as reasonably practicable following clearance having been obtained from the SFC and the Stock Exchange to publish this joint announcement; (b) the Share Offer lapses or is withdrawn in circumstances permitted under the Takeovers Code or (c) with the mutual consent of the Offeror and the relevant Undertaking Shareholder.

Additional undertakings provided by 5brothers in its Irrevocable Undertaking

5brothers (being one of the Undertaking Shareholders) has also undertaken to the Offeror that:

(i) subject to compliance with applicable laws and regulations and regulatory consents (if applicable), to procure that the Company shall, prior to the Despatch Date, cause all outstanding RSUs, Restricted Shares (if any) and Share Options under the Share Incentive Schemes (whether granted before or after the date of this joint announcement and whether vested or unvested) to be fully vested and/or exercised (as the case may be), such that as at the Despatch Date, no RSUs, Restricted Shares (if any) and Options under the Share Incentive Schemes remain outstanding and unissued, and the beneficial titles of the underlying Shares corresponding to all outstanding Options and RSUs have been transferred to the relevant Optionholders and RSU Holders; and

(ii) the Share Incentive Schemes shall be terminated with effect on or before the Final Closing Date, and no obligations or liabilities thereunder shall subsist or be binding on the Company and/or any Group Company.

In addition, 5brothers and each of its ultimate beneficial owners undertake to the Offeror to do, and to procure the doing of, all such acts and things, and to sign, execute and deliver all such documents, agreements, instruments and notices (whether by hand or by deed), as the Offeror, the Company and/or any Group Company considers necessary or appropriate to effect and implement the change of Registered Shareholders and the Contractual Arrangements in respect of the Consolidated Affiliated Entities, as soon as reasonably practicable and in any event within three (3) months after the Final Closing Date (or such later date as the Offeror may agree in writing).

7. PROPOSED SPECIAL CASH DIVIDEND

The Board intends to declare and pay a Special Cash Dividend (i.e. HK$1.1745 per Share) which is conditional upon the satisfaction or waiver (where applicable) of all the Conditions. The Special Cash Dividend will be paid to the Shareholders whose names appear on the Record Date which will be set for a date prior to the Despatch Date.

The Offeror acknowledges and consents to the proposed payment and declaration of such Special Cash Dividend, and confirms that no reduction will be made to the Share Offer Price.

For the avoidance of doubt, any Shareholder whose name appears on the Company's principal or branch register on the Record Date and subsequently accepts the Share Offer would still be entitled to the Special Cash Dividend. Shareholders will be entitled to the Special Cash Dividend irrespective of whether they accept the Share Offer or not.

The Company will make further announcement(s) in respect of the Record Date, the payment date of the Special Cash Dividend and the closure of register of members of the Company for determining the Shareholders' entitlement to the Special Cash Dividend in accordance with Rule 13.66 of the Listing Rules.

8. RIGHT OF COMPULSORY ACQUISITION AND LISTING OF THE SHARES

As at the date of this joint announcement, the Offeror's objective in making the Offers is not to privatise the Company, and the Offeror intends to maintain the Company's listing on the Stock Exchange after the close of the Offers.

The Offeror has a right (but not an obligation) under section 88 of the Companies Act to compulsorily acquire the Shares not acquired by the Offeror under the Share Offer where, after the making of the Share Offer on the Despatch Date, the Share Offer has been accepted by holders of not less than 90% in value of the Shares (excluding those Shares, if any, held at the Despatch Date by, or by a nominee for, the Offeror and/or its concert parties). On completion of any such compulsory acquisition (if applicable), the Company would become a direct wholly-owned subsidiary of the Offeror and in this regard, an application would be made for the withdrawal of listing of the Shares from the Stock Exchange pursuant to Rule 6.15(1) of the Listing Rules.

Pursuant to Rule 2.11 of the Takeovers Code, except with the consent of the Executive, where the Offeror seeks to acquire or privatise the Company by means of the Share Offer and the use of compulsory acquisition rights, such rights may only be exercised if, in addition to satisfying any requirements imposed by the Companies Act, acceptances of the Share Offer and purchases (in each case of the disinterested Shares) made by the Offeror and persons acting in concert with it during the period of four months after the despatch of the Composite Document total 90% of the disinterested Shares.

If the level of acceptances of the Share Offer reaches the prescribed level under section 88 of the Companies Act and Rule 2.11 of the Takeovers Code permits a compulsory acquisition, and if the Offeror proceeds with the exercise of such compulsory acquisition rights and the privatisation of the Company, the Company will apply for the withdrawal of listing of the Shares from the Stock Exchange pursuant to Rule 6.15(1) of the Listing Rules and a suspension of dealings in the Shares from the Closing Date up to the withdrawal of listing of the Shares from the Stock Exchange.

In the event that the Offeror does not effect the compulsory acquisition of the remaining Shares not acquired by the Offeror under the Share Offer, whether by reason of the level of acceptances of the Share Offer not reaching the prescribed threshold under the Companies Act or the Takeovers Code or otherwise, the Offeror will take appropriate steps to ensure, or procure the Company to take appropriate steps to ensure, that the Company maintains an adequate public float of 25% so as to comply with the applicable requirements under the Listing Rules. The sole director of the Offeror will undertake to the Stock Exchange to take appropriate steps to ensure that sufficient public float exists in the Shares in the event that the Offeror does not effect the compulsory acquisition of the remaining shares not acquired by the Offeror under the Share Offer.

9. SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this joint announcement, the Company has a total of 1,026,282,344 Shares in issue; 17,047,383 outstanding Options under the Pre-IPO Share Option Scheme, and 7,745,750 unvested RSUs which entitle the RSU Holders to receive an aggregate of 7,745,750 Shares upon vesting.

The table below sets out the shareholding structure of the Company, based on the information available to the Offeror and the Company, (a) as at the date of this joint announcement and (b) for illustration purpose only, following completion of the Share Offer and assuming all the outstanding Options are exercised, all the outstanding RSUs are vested and exercised (including the 1,000,000 RSUs to be granted) (i.e. no Option Offer and RSU Offer), and further assuming only the Undertaking Shareholders tender their acceptances in respect of an aggregate of 551,148,534 Shares for the Share Offer, is as follows:

	As at the date of this joint announcement		**Following completion of the Share Offer (assuming no Option Offer and RSU Offer and only the Undertaking Shareholders tender their acceptances in respect of an aggregate of 551,148,534 Shares for the Share Offer)**	
	No. of Shares	*%*	*No. of Shares*	*%*
Undertaking Shareholders				
5brothers *(Notes 1 & 6)*	320,546,403	31.23	0	0.00
Leap Profit *(Note 2)*	168,888,700	16.46	0	0.00
Smart Canvas Investment Limited *(Note 3)*	40,368,557	3.93	0	0.00
Star Celestial Holdings Limited *(Note 4)*	1,160,596	0.11	0	0.00
NBNW Investment Limited *(Note 3)*	20,184,278	1.97	0	0.00
Sub-total	551,148,534	53.70	0	0.00
Offeror and parties acting in concert with it	–	–	551,148,534	53.70

	As at the date of this joint announcement		Following completion of the Share Offer (assuming no Option Offer and RSU Offer and only the Undertaking Shareholders tender their acceptances in respect of an aggregate of 551,148,534 Shares for the Share Offer)	
	No. of Shares	*%*	*No. of Shares*	*%*
Other Shareholders				
IDG China Venture Capital Fund IV L.P. *(Note 5)*	81,405,083	7.93	81,405,083	7.93
IDG China IV Investors L.P	10,599,707	1.03	10,599,707	1.03
Eastnor Castle Limited	59,821,825	5.83	59,821,825	5.83
Mr. Duan Jianbo *(Notes 1 & 6)*	4,190,577	0.41	4,190,577	0.41
Mr. Song Zhongjie *(Notes 1 & 6)*	4,000,000	0.39	4,000,000	0.39
Mr. Li Jinlong *(Notes 1 & 6)*	1,198,430	0.12	1,198,430	0.12
Mr. Li Yuejun *(Notes 1 & 6)*	1,198,430	0.12	1,198,430	0.12
ESOP Nominee *(Notes 7 & 8)*	25,793,133	2.51	25,793,133	2.51
Other Public Shareholders	286,926,625	27.96	286,926,625	27.96
	1,026,282,344	100.00	1,026,282,344	100.00

Note 1: 5brothers Limited was owned as to 60.44%, 10.64%, 10.64%, 10.64% and 7.66% by Mr. SONG Zhongjie, Mr. LI Jinlong, Mr. LI Yuejun, Mr. ZHU Min and Mr. DUAN Jianbo ("Co-Founders"), respectively, through their respective principal BVI holding companies, namely GDP Holding Limited, Golden Bay Limited, More & More Limited, Sweet Creation Limited and Amber Cultural Limited ("Principal BVI Holdcos"). In addition to the 320,546,403 issued Shares held by 5brothers Limited, 5brothers Limited is generally entitled to exercise the voting rights attaching to 315,221,796 Shares (the "Proxy Shares") held by the proxy investors at general meetings of the Company pursuant to the voting proxy deeds. The proxy investors are IDG China Venture Capital Fund IV, L.P., IDG China IV Investors L.P., Eastnor Castle Limited, Bitauto Hong Kong Limited, NBNW Investment Limited, Leap Profit Investment Limited, Smart Canvas Investment Limited and Star Celestial Holdings Limited ("Proxy Investors").

Note 2: Leap Profit Investment Limited was wholly owned by Shanghai Weiyu Corporate Management Consulting Partnership Company (Limited Partnership) (上海蔚郁企業管理諮詢合夥企業(有限合夥)) ("Shanghai Weiyu"), which was controlled by its general partner, Hubei Yangtze River NIO New Energy Investment Management Company Limited (湖北長江蔚來新能源投資管理有限公司).

Note 3: *NBNW Investment Limited was ultimately owned by a family trust whose settlor is Mr. LI Bin. Smart Canvas Investment Limited was controlled by Eve One L.P., the general partner of which was NIO Capital LLC, which was ultimately controlled by Mr. LI Bin and Mr. ZHU Yan on a 50:50 basis.*

Note 4: *Star Celestial Holdings Limited was ultimately 100% held by an independent third party. Nevertheless, pursuant to an acting in concert agreement, Star Celestial Holdings Limited and Smart Canvas Investment Limited confirmed and agreed that they were acting in concert and would continue to act in concert to exercise their voting rights attaching to all of their respective Shares until either of them ceases to be a Shareholder.*

Note 5: *IDG China Venture Capital Fund IV L.P. ("IDG Main Fund") was beneficially interested in 81,405,083 Shares. IDG China Venture Capital Fund IV Associates L.P. acted as the sole general partner of the IDG Main Fund. IDG China Venture Capital Fund IV Associates L.P. was controlled by IDG China Venture Capital Fund GP IV Associates Ltd., its sole general partner. Mr. HO Chi Sing owned 50% of the total issued share capital of IDG China Venture Capital Fund GP IV Associates Ltd.*

Note 6: *Each of Mr. SONG Zhongjie, Mr. LI Jinlong, Mr. DUAN Jianbo and Mr. LI Yuejun is a Co-Founder and an executive Director. The number of Shares shown against each of them represents Shares held as beneficial owner and is in addition to, and should not be double-counted with, their deemed interests in 5brothers Limited and the Proxy Shares as disclosed in Note 1 above.*

Note 7: *The Shares underlying the Options and the RSUs granted to the Optionholders and RSU Holders under the Pre-IPO Share Option Scheme and Post-IPO RSU Scheme respectively, were issued to and held by the ESOP Nominee that was wholly owned by the ESOP Trustee, for and on behalf of the Optionholders and RSU Holders. Upon the vesting and exercise of the Options and the RSUs, the Shares held by the ESOP Nominee will be beneficially owned by the underlying Optionholders and RSU Holders accordingly. As at the date of this joint announcement, the ESOP Nominee holds 25,793,133 Shares to be utilised by the Pre-IPO Share Option Scheme and Post-IPO RSU Scheme.*

Note 8: *Following completion of the Share Offer (assuming no Option Offer and RSU Offer and only the Undertaking Shareholders tender their acceptances in respect of an aggregate of 551,148,534 Shares for the Share Offer), 17,047,383 Shares and 8,745,750 Shares will be beneficially owned by the relevant Optionholders and RSU Holders, whereas the legal owner of such Shares will remain to be the ESOP Nominee. Therefore, the 25,793,133 Shares held by the ESOP Nominee comprise 17,047,383 Shares and 8,745,750 Shares the beneficial title of which are held by the relevant Optionholders and RSU Holders, respectively.*

Note 9: Nomura is the exclusive financial adviser to the Offeror in connection with the Offers. Accordingly, Nomura and relevant members of the Nomura group which hold Shares on an own account or discretionary managed basis are presumed to be acting in concert with the Offeror in respect of shareholdings of the Nomura group in the Company in accordance with class (5) of the definition of "acting in concert" under the Takeovers Code (except in respect of the Shares held by members of the Nomura group which are exempt principal traders or exempt fund managers, in each case recognised by the Executive as such for the purposes of the Takeovers Code). Exempt principal traders and exempt fund managers which are connected for the sole reason that they are under the same control as Nomura are not presumed to be acting in concert with the Offeror. Details of holdings, borrowings or lendings of, and dealings in, the Shares or any other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company held by or entered into by other members of the Nomura group (except in respect of Shares held by exempt principal traders or exempt fund managers or Shares held on behalf of non-discretionary investment clients of the Nomura group), if any, will be obtained as soon as possible after the date of this joint announcement in accordance with Note 1 to Rule 3.5 of the Takeovers Code. A further announcement will be made by the Offeror and the Company if the holdings, borrowings, lendings, or dealings of the other members of the Nomura group are significant and in any event, such information will be disclosed in the Composite Document. The statements in this announcement as to the holdings, borrowings or lendings of, or dealings in, the Shares or any other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company by persons acting in concert with the Offeror are subject to the holdings, borrowings, lendings, or dealings (if any) of other members of the Nomura group. Any dealings in the relevant securities of the Company by the Nomura group (excluding dealings by the Nomura group members who are exempt principal traders or exempt fund managers or dealings by the Nomura group members for the account of non-discretionary investment clients of the Nomura group) during the six months prior to the date of this joint announcement and the commencement of the offer period (as defined under the Takeovers Code) to the latest practicable date prior to the despatch of the Composite Document will be disclosed in the Composite Document and pursuant to Rule 22 of the Takeovers Code.

10. REASONS FOR AND BENEFITS OF THE OFFERS

For the Qualifying Shareholders

Premium represented by the Share Offer Price over recent trading prices. The Share Offer provides an opportunity for Qualifying Shareholders to monetise their investments at a premium over market trading price. The Share Offer Price of HK$1.3875 per Offer Share represents a premium of approximately 12.8% over the closing price of HK$1.2300 per Share as quoted on the Stock Exchange on the Last Trading Day, as well as a premium of approximately 2.5%, 3.2%, 13.0% and 8.0% over the average closing prices of the Shares for the 5, 10, 30 and 60 consecutive trading days up to and including the Last Trading Day, respectively.

Opportunity to realise investment amidst current market conditions. The Share Offer provides all Qualifying Shareholders with an opportunity to realise their investment in the Company for cash amidst an uncertain market climate marked by macroeconomic headwinds and uncertain sentiment in the broader equity markets, among others. The global markets have been subject to uncertainties in the face of geopolitical developments and a challenging economic environment. Against this backdrop, the Share Offer provides Qualifying Shareholders with certainty of value at a time when prevailing market conditions have created uncertainty for investors in the equity markets generally.

Opportunity to fully monetise investment with limited liquidity. The Offeror notes that the trading liquidity of the Shares has historically been at modest levels. The average daily trading volume of the Shares for the 6, 12 and approximately 24 months leading up to and including the Last Trading Day was approximately 1,036,225 Shares, 2,929,487 Shares, and 1,983,948 Shares, respectively, representing only 0.1%, 0.3% and 0.2% of the Company's total issued share capital as of the date of this joint announcement. Given the prevailing levels of trading liquidity, Shareholders, particularly those with larger holdings, may find it difficult to execute substantial disposals in the open market within a short timeframe without potentially affecting the share price. The Share Offer provides an opportunity for all Shareholders to realise the value of their investments in full and in return for cash, which may then be deployed elsewhere at their discretion.

For the Company

The Offeror's Group has been assessing the market for attractive investment opportunities to complement its existing businesses in travel-related services and further develop the Offeror's Group into a leading integrated travel and mobility platform in China. The Company has a strong market position in its carpooling marketplace services division as further described in the section headed "Information of the Group" of this joint announcement. The Offeror believes that the Offers are strategically beneficial to the Offeror's Group and the Company for the following reasons:

Support the Company to regain business growth momentum and strengthen its leading position in China's mobility sector. The Offeror's Group is committed to driving a comprehensive revitalisation of the Company, with the aim of restoring its growth trajectory while enhancing organisational effectiveness and operational efficiency. Drawing on its extensive industry expertise and deep understanding of consumer behaviour in the online mobility sector, the Offeror's Group is well placed to formulate and implement transformative growth strategies, including stimulating higher user activity and engagement through market-based mechanisms. In addition, the integration of the Offeror's proprietary technology stack, together with ongoing upgrades, is expected to optimise the Company's systems – improving efficiency and comprehensively enhancing the user experience – and to position the Company for sustained competitive advantage.

Become a leading integrated travel and mobility platform with an expanded service offering. The Offeror Parent is a leading online travel platform in China, principally engaged in the provision of travel related services, including accommodation reservation services, transportation ticketing services, online advertising services, hotel management services and tourism related services. As disclosed in the 2025 annual report of the Offeror Parent published on 28 April 2026, for the financial year ended 31 December 2025, the Offeror's Group recorded total revenue of RMB19,396.0 million and an adjusted net profit of RMB3,403.3 million. The Offeror's Group has a registered user base residing in non-first tier cities in China accounting for over 87% of total registered users and annual paying users of more than 250 million, demonstrating its strong market position in China's mass travel market. Following completion of the Offers, the Offeror intends to pursue a deep integration of its established mass travel ecosystem with the Company's asset-light carpooling model, with the aim of building a comprehensive "door-to-door" smart mobility platform covering both inter-city and intra-city transportation. By combining the Company's mobility services capabilities with the Offeror's Group's extensive user base, the enlarged group would be well positioned to offer seamless, end-to-end transportation and travel solutions to a broader user base with higher retention.

Capitalise on complementary business synergies and cross-selling opportunities. The Offeror's Group's core business of travel-related services is highly complementary to the Company's mobility services. The Offeror's Group's extensive user base of more than 250 million annual paying users generates significant demand for ground transportation services, while the Company's carpooling and ride-hailing user base represents potential demand for travel services. The target user bases share similar behavioral profiles, and there is meaningful overlap across customer positioning. Many of the underlying user scenarios are complementary, creating significant potential for synergy. After completion of the Offers, the Offeror believes that the enlarged group will be well positioned to capitalise on these complementary capabilities to develop integrated travel and mobility solutions, cross-sell services across the combined user bases, and achieve operational efficiencies through shared technology infrastructure and resources.

11. INFORMATION OF THE GROUP

The Company is an exempted company incorporated in the Cayman Islands with limited liability. The Company is an investment holding company. The Group is principally engaged in the provision of mobility-related services, including carpooling marketplace services, smart taxi services and ride-hailing aggregation platform services in the PRC.

Set out below is a summary of the audited consolidated financial results of the Group for the three financial years ended 31 December 2025, 2024 and 2023.

	Year ended 31 December 2023 (audited) *RMB'000*	Year ended 31 December 2024 (audited) *RMB'000*	**Year ended 31 December 2025 (audited) *RMB'000***
Revenue	815,085	787,218	**502,441**
Profit (loss) before tax	320,251	1,018,434	**128,184**
Profit (loss) after tax	300,384	1,004,336	**129,814**

Further financial information of the Group will be set out in the Composite Document to be despatched to the Shareholders.

12. INFORMATION OF THE OFFEROR AND THE OFFEROR PARENT

The Offeror is a company incorporated in the Cayman Islands with limited liability. As at the date of this joint announcement, the Offeror is a direct wholly-owned subsidiary of Tongcheng Travel Holdings Limited, a company incorporated in the Cayman Islands which shares are listed on the main board of the Stock Exchange (Stock Code: 0780).

The Offeror is an investment holding company. The Offeror Parent's group is principally engaged in the provision of a comprehensive and innovative selection of products and services covering nearly all aspects of travel, including transportation ticketing, accommodation reservation, attraction ticketing services and various ancillary value-added travel products and services designed to meet users' evolving travel needs.

13. INTENTION OF THE OFFEROR IN RELATION TO THE GROUP

Upon completion of the Offers, if successful, the Company will become an indirect subsidiary of Tongcheng Travel Holdings Limited, which is listed on the Stock Exchange.

Following completion of the Offers, the Offeror intends to undertake a detailed strategic review of the Group for the purpose of formulating business plans and strategies for the future business development of the Group and determining what changes, if any, would be appropriate or desirable in order to optimise and rationalise the business activities of the Group. As at the date of this joint announcement, the Offeror does not have any intention, understanding, negotiation or arrangement to change, downsize or dispose the existing business of the Company upon completion of the Offers in the next 12 months.

14. INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER

The Independent Board Committee will be established in accordance with Rule 2.1 of the Takeovers Code to advise and give recommendations to the Qualifying Shareholders, Optionholders and RSU Holders as to whether the Offers are fair and reasonable and as to acceptance of the Offers. The Independent Board Committee will comprise all the independent non-executive Directors, namely Mr. Li Feng, Mr. Li Jian and Ms. Wu Wenjie, none of whom has any direct or indirect interest in the Offers.

An independent financial adviser will be appointed by the Company with the approval of the Independent Board Committee to advise the Independent Board Committee in connection with the Offers and in particular as to whether the Offers are fair and reasonable and as to acceptance of the Offers pursuant to Rule 2.1 of the Takeovers Code. Further announcement(s) will be made by the Company as soon as practicable after the independent financial adviser has been appointed.

15. FURTHER TERMS OF THE OFFERS

Acceptance of the Offers

Subject to the satisfaction or waiver (where applicable) of the Conditions, the Share Offer and RSU Offer will be made on the basis that acceptance of the Share Offer and RSU Offer by any person will constitute a warranty by such person or persons to the Offeror that the Offer Shares or RSU Shares (as the case may be) to be acquired under the Share Offer and RSU Offer are fully paid and shall be acquired free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at the date on which such Offer Shares or RSU Shares (as the case may be) are transferred to the Offeror or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, the record date of which is on or after the date on which such Offer Shares or RSU Shares (as the case may be) are transferred to the Offeror.

Subject to the Option Offer becoming or being declared unconditional, acceptances of the Option Offer by Optionholders will result in the cancellation of those outstanding Options, together with all rights attaching thereto. Subject to the Option Offer becoming unconditional, Options in respect of which the Option Offer is not accepted will (to the extent not exercised) automatically lapse upon the close of the Offers.

Acceptances of the Offers will be irrevocable and not capable of being withdrawn, except as permitted under the Takeovers Code.

Hong Kong stamp duty

In Hong Kong, the seller's ad valorem duty arising in connection with acceptance of the Share Offer or RSU Offer (as the case may be) will be payable by the relevant Shareholders or RSU Holders (as the case may be) at a rate of 0.1% of (i) the market value of the Offer Shares or the RSU Shares (as the case may be); or (ii) the consideration payable by the Offeror in respect of the relevant acceptance of the Share Offer or RSU Offer (as the case may be), whichever is higher, which will be deducted from the cash amount payable by the Offeror to such Shareholder or RSU Holder (as the case may be) on acceptance of the Share Offer or RSU Offer (where the stamp duty calculated includes a fraction of HK$1, the stamp duty will be rounded-up to the nearest HK$1). The Offeror will arrange for payment of the seller's ad valorem stamp duty on behalf of the relevant Shareholders or RSU Holders (as the case may be) accepting the Share Offer or RSU Offer (as the case may be) and will pay the buyer's ad valorem stamp duty in connection with the acceptance of the Share Offer or RSU Offer (as the case may be) and the transfer of the Offer Shares or RSU Shares (as the case may be) in accordance with the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).

No stamp duty is payable in connection with the acceptance of the Option Offer.

Shareholders, Optionholders and RSU Holders are recommended to consult their own professional advisers if they are in doubt as to the taxation implications of accepting or rejecting the Share Offer, the Option Offer or the RSU Offer (as the case may be). None of the Offeror, the Offeror Parent, the Company, Nomura and their respective ultimate beneficial owners, directors, officers, agents or associates or any other person involved in the Offers accepts responsibility for any taxation effects on, or liabilities of, any persons as a result of their acceptance or rejection of the Offers.

Overseas Shareholders, Optionholders and RSU Holders

To the extent practicable and permissible under applicable laws and regulations, the Offeror intends to make available Offers to all Qualifying Shareholders, Optionholders and RSU Holders including those who are resident outside Hong Kong. The availability of the Offers to persons not resident in Hong Kong may be affected by the laws of the relevant overseas jurisdictions. Persons who are not resident in Hong Kong should seek professional advice (legal, financial or otherwise) in order to inform themselves about and observe any applicable requirements in their own jurisdictions, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities and the payment of any issue, transfer or other taxes and fares due in such jurisdiction. It is the responsibility of those Shareholders, Optionholders and RSU Holders who wish to accept the Offers to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdictions in connection with the acceptance of the Offers (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due by such Shareholders, Optionholders and RSU Holders in respect of such jurisdictions).

Acceptance of any of the Offers by a Shareholder, Optionholder or RSU Holder will be deemed to constitute a representation and warranty from such Shareholder, Optionholder or RSU Holder to the Offeror that the local laws and requirements have been complied with and that the Offers can be accepted by such Shareholder, Optionholder or RSU Holder lawfully under the laws of the relevant jurisdiction. Shareholders, Optionholders and RSU Holders should consult their professional advisers if in doubt.

In the event that the receipt of the Composite Document by any overseas Qualifying Shareholders, Optionholders and RSU Holders is prohibited by any applicable laws and regulations or may only be effected after compliance with conditions or requirements that the directors of the Offeror regard as unduly onerous or burdensome or otherwise not in the best interests of the Offeror or the shareholder(s) of the Offeror as a whole, the Composite Document, subject to the Executive's consent, will not be despatched to such overseas Qualifying Shareholders, Optionholders and RSU Holders. The Offeror will apply for any waivers as may be required by the Executive pursuant to Note 3 to Rule 8 of the Takeovers Code at such time.

Settlement of consideration

Subject to the Offers having become, or having been declared, unconditional in all respects, payments in cash in respect of acceptances of the Offers, net of seller's ad valorem stamp duty, will be made as soon as possible but in any event within seven (7) Business Days on which (i) the relevant documents of title are received by or on behalf of the Offeror to render each such acceptance complete and valid; or (ii) when the Offers have become or are declared unconditional, whichever is later.

No fractions of a cent will be payable and the amount of cash consideration will be rounded up to the nearest cent.

16. DESPATCH OF THE COMPOSITE DOCUMENT

It is the intention of the Offeror and the Company that a Composite Document combining the offer document and the offeree board circular will be jointly despatched by the Offeror and the Company to the Qualifying Shareholders and, if applicable, the Optionholders and RSU Holders in accordance with the requirements of the Takeovers Code.

Pursuant to Rule 8.2 of the Takeovers Code, the Composite Document which contains, among other things, (i) details of the Share Offer (including the expected timetable and terms of the Share Offer) and, if applicable, the details of the Option Offer and the RSU Offer; (ii) a letter of recommendation from the Independent Board Committee to the Qualifying Shareholders in relation to the Share Offer and, if applicable, to the Optionholders and the RSU Holders in relation to the Option Offer and the RSU Offer; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee in relation to the Share Offer and, if applicable, the Option Offer and the RSU Offer; and (iv) the relevant form of acceptance or form of cancellation (if applicable), is required to be despatched to the Qualifying Shareholders and, if applicable, the Optionholders and the RSU Holders as soon as practicable within 21 days of the date of this joint announcement unless the Executive grants a consent for extension. It is expected that the Composite Document will be issued on or before 20 July 2026.

17. OTHER ARRANGEMENTS

As at the date of this joint announcement:

(a) neither the Offeror nor any party acting in concert with it owns, controls or has direction over any Shares, any interests in the issued share capital or voting rights of the Company;

(b) there are no securities, warrants or options convertible into Shares held, controlled or directed by the Offeror or any party acting in concert with it;

(c) save for the dealings in the Shares by Nomura which are conducted on a non-discretionary basis for and on behalf of its client, neither the Offeror nor any party acting in concert with it has dealt for value in any Shares or any convertible securities, warrants, options or derivatives in respect of any Shares during the six months prior to and including the date of this joint announcement;

(d) there is no outstanding derivative in respect of the securities in the Company which has been entered into by the Offeror or parties acting in concert with it;

(e) neither the Offeror nor any party acting in concert with it has borrowed or lent any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company;

(f) save as disclosed in the section headed "6. IRREVOCABLE UNDERTAKINGS" in this joint announcement, the Offeror and parties acting in concert with it have not received any irrevocable commitment to accept the Offers;

(g) save for the Offers, there is no arrangement (whether by way of option, indemnity or otherwise) of any kind referred to in Note 8 to Rule 22 of the Takeovers Code in relation to the shares of the Offeror or the Shares and which might be material to the Offers;

(h) save for the Conditions, there is no agreement or arrangement to which the Offeror is a party which relates to circumstances in which it may or may not invoke or seek to invoke a pre-condition or a condition to the Offers;

(i) there is no understanding, arrangement or agreement which constitutes a special deal (as defined under Rule 25 of the Takeovers Code) between (A) any Shareholder; and (B) the Offeror or any party acting in concert with it; and

(j) save for the Share Offer Price, the RSU Offer Price and the Option Cancellation Price, there is no other consideration, compensation or benefit in whatever form paid or to be paid by the Offeror or any party acting in concert with it to any Shareholder in connection with the Offers.

18. DISCLOSURE OF DEALINGS

Under Rule 3.8 of the Takeovers Code, the respective associates (as defined in the Takeovers Code, including but not limited to persons who own or control 5% or more of any class of relevant securities of the Company) of the Company and of the Offeror are hereby reminded to disclose their dealings in any securities of the Company pursuant to the Takeovers Code.

In accordance with Rule 3.8 of the Takeovers Code, the text of Note 11 to Rule 22 of the Takeovers Code is reproduced below:

"Responsibilities of stockbrokers, banks and other intermediaries

Stockbrokers, banks and others who deal in relevant securities on behalf of clients have a general duty to ensure, so far as they are able, that those clients are aware of the disclosure obligations attaching to associates of an offeror or the offeree company and other persons under Rule 22 and that those clients are willing to comply with them. Principal traders and dealers who deal directly with investors should, in appropriate cases, likewise draw attention to the relevant Rules. However, this does not apply when the total value of dealings (excluding stamp duty and commission) in any relevant security undertaken for a client during any 7 day period is less than $1 million.

This dispensation does not alter the obligation of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved.

Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation."

DEFINITIONS

In this joint announcement, the following expressions have the meanings set out below unless the context requires otherwise:

"acting in concert"	has the meaning ascribed to it in the Takeovers Code
"associate(s)"	has the meaning ascribed to it in the Takeovers Code
"Board"	the board of Directors
"Business Day(s)"	a day on which the Stock Exchange is open for the transaction of business
"Closing Date"	the date to be stated in the Composite Document as the first closing date or any subsequent closing date as and may be announced by the Offeror and approved by the Executive
"Company"	Dida Inc., a company incorporated in the Cayman Islands with limited liability, the issued Shares of which are listed on the main board of the Stock Exchange (Stock Code: 02559)
"Companies Act"	the Companies Act (2025 Revision) of the Cayman Islands, as amended, supplemented or modified from time to time
"Composite Document"	the composite document to be jointly issued by the Offeror, the Offeror Parent and the Company in connection with the Offers in compliance with the Takeovers Code
"Conditions"	the conditions of the Offers, as set out in the section headed "Conditions of the Offers" in this joint announcement
"Consolidated Affiliated Entities"	Beijing Changxing Information Technology Co., Ltd., and Beijing Dida Technology Co., Ltd., which are the entities controlled by the Company through a series of contractual arrangements
"Contractual Arrangements"	a series of contractual arrangements entered into by the Company to allow the Company to exercise control over the business operation of the Consolidated Affiliated Entities and enjoy all the economic interest derived therefrom, as more particularly described in the section headed "Contractual Arrangements" in the prospectus of the Company dated 20 June 2024
"Despatch Date"	the date of despatch of the Composite Document to the Qualifying Shareholders and, if applicable, the Optionholders and the RSU Holders, as required under the Takeovers Code
"Director(s)"	director(s) of the Company

"ESOP Nominee"	Fireflies Limited, a company incorporated under the laws of the British Virgin Islands for the purpose of holding the Shares under the Share Incentive Schemes and is wholly owned by the ESOP Trustee
"ESOP Trustee"	Kastle Limited, a company incorporated under the laws of Hong Kong
"Executive"	the Executive Director of the Corporate Finance Division of the SFC or any delegates of the Executive Director
"Final Closing Date"	the final closing date of the Offer to be set out in the Composite Document
"Group"	the Company, each Subsidiary and the Consolidated Affiliated Entities; "Group Company" means the Company or a Subsidiary or any of the Consolidated Affiliated Entities
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Independent Board Committee"	the independent board committee of the Company to be established by the Board to make a recommendation to the Qualifying Shareholders, Optionholders and RSU Holders in respect of the Offers
"Independent Financial Adviser"	the independent financial adviser to be appointed by the Board with the approval of the Independent Board Committee to advise the Independent Board Committee in connection with the Offers
"Irrevocable Undertakings"	the irrevocable undertakings dated 29 June 2026 signed by (i) 5brothers and its ultimate beneficial owners, (ii) Leap Profit, (iii) Smart Canvas Investment Limited, (iv) Star Celestial Holdings Limited and (v) NBNW Investment Limited
"Last Trading Day"	26 June 2026, being the last trading day of the Shares prior to the publication of this joint announcement
"Leap Profit"	Leap Profit Investment Limited, a company incorporated under the laws of the British Virgin Islands, being the registered and beneficial owner of 168,888,700 Shares as of the date of this joint announcement
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited

"Nomura"	Nomura International (Hong Kong) Limited, the exclusive financial adviser to the Offeror in respect of the Share Offer, which is a licensed corporation under the SFO, licensed to conduct Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 6 (advising on corporate finance) regulated activities under the SFO
"Offers"	the Share Offer, Option Offer and RSU Offer
"Offer Shares"	the Shares subject to the Share Offer, being 1,026,282,344 Shares, and "Offer Share" shall be construed accordingly
"Offeror"	eLong, Inc., an exempted company incorporated in the Cayman Islands with limited liability and a direct wholly-owned subsidiary of the Offeror Parent
"Offeror's Group"	means the Offeror and any undertaking which is, as at the date of this joint announcement, a subsidiary undertaking or parent undertaking of the Offeror or a subsidiary undertaking of a parent undertaking of the Offeror or a consolidated affiliated entity of the Offeror and includes, for the avoidance of doubt, after the completion of the Offers, each Group Company, and a "**member of the Offeror's Group**" shall be construed accordingly;
"Offeror Parent"	Tongcheng Travel Holdings Limited, an exempted company incorporated in the Cayman Islands with limited liability and the shares of the Offeror Parent are listed on the main board of the Stock Exchange (Stock Code: 0780)
"Option(s)"	the outstanding, vested or unvested (and if vested, unexercised), share option(s), each relating to one Share, granted under the Pre-IPO Share Option Scheme
"Option Cancellation Price"	the relevant price offered in relation to the cancellation of each Option as set out under the section headed "The Option Offer" of this joint announcement
"Option Offer"	if applicable, the offer to be made by Nomura on behalf of the Offeror to cancel all of the outstanding Options in accordance with the terms and conditions set out in the Composite Document, and any subsequent revision or extension of such offer
"Optionholders"	the holders of the Options from time to time
"Post-IPO RSU Scheme"	the post-IPO RSU scheme adopted by the Company on 31 March 2023 and amended on 13 June 2024

"PRC"	the People's Republic of China, excluding, for the purpose of this joint announcement, Hong Kong, the Macau Special Administrative Region and Taiwan
"Pre-IPO Director Options"	the fully vested share option(s) relating to the Shares granted under the Pre-IPO Share Option Scheme at an exercise price of US$0.0001
"Pre-IPO Employee Options"	the partly vested and partly unvested share option(s) relating to the Shares granted under the Pre-IPO Share Option Scheme with exercise prices of either US$0.0001, US$0.044 or US$0.15
"Pre-IPO Restricted Share Scheme"	the pre-IPO restricted share scheme adopted by the Company in 2014 and as amended and restated in September 2020. As at the date of this joint announcement, there is no outstanding Restricted Share under the Pre-IPO Restricted Share Scheme
"Pre-IPO Share Option Scheme"	the pre-IPO share option scheme adopted by the Company in September 2020 and as amended and restated in 2024
"Qualifying Shareholders"	all Shareholders other than the Offeror and parties acting in concert with it
"Record Date"	the record date for determination of entitlements to the proposed Special Cash Dividend, which will be decided by the Board and announced by the Company
"Relevant Authorities"	any government, governmental, quasi-governmental, statutory or regulatory authority, body, agency, tribunal, court or institution;
"Registered Shareholders"	the registered shareholder(s) of Beijing Changxing Information Technology Co., Ltd., being Mr. SONG Zhongjie, Mr. LI Jinlong, Mr. ZHU Min, Mr. DUAN Jianbo and Mr. LI Yuejun
"Restricted Share(s)"	each restricted share granted pursuant to the Pre-IPO Restricted Share Scheme
"RMB"	Renminbi, the lawful currency of the PRC
"RSU(s)"	a restricted shares unit, being a right, contingent upon vesting and exercise, to receive Shares pursuant to the terms and conditions of the Post-IPO RSU Scheme

"RSU Holders"	holders of RSUs
"RSU Offer"	if applicable, the offer to be made by Nomura on behalf of the Offeror to acquire all RSU Shares corresponding to the outstanding RSUs in accordance with the terms and conditions set out in the Composite Document, and any subsequent revision or extension of such offer
"RSU Offer Price"	the price at which the RSU Offer will be made for each RSU Share, being HK$1.3875 per RSU Share as set out under the section headed "The RSU Offer" of this joint announcement
"RSU Shares"	the Shares to be transferred to RSU Holders upon vesting and exercise of the RSUs held by the RSU Holders in accordance with the Post-IPO RSU Scheme, and "RSU Share" shall be construed accordingly
"SFC"	the Securities and Futures Commission of Hong Kong
"SFO"	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
"Share(s)"	ordinary share(s) of US$0.0001 each in the share capital of the Company
"Share Incentive Schemes"	Post-IPO RSU Scheme, the Pre-IPO Restricted Share Scheme and the Pre-IPO Share Option Scheme
"Share Offer"	the voluntary conditional general cash offer to be made by Nomura on behalf of the Offeror for all the Offer Shares in accordance with the terms and conditions set out in the Composite Document, and any subsequent revision or extension of such offer
"Share Offer Price"	the price at which the Share Offer will be made, being HK$1.3875 per Offer Share as set out under the section headed "The Share Offer" of this joint announcement
"Shareholder(s)"	holder(s) of Share(s)
"Special Cash Dividend"	subject to the fulfilment (or waiver, as applicable) of all the Conditions, a special cash dividend of HK$1.1745 per Share proposed to be paid by the Company to the Shareholders whose names appear on the register of members of the Company on the Record Date
"Stock Exchange"	The Stock Exchange of Hong Kong Limited

"Subsidiary"	any one of the subsidiaries of the Company
"Takeovers Code"	the Hong Kong Code on Takeovers and Mergers
"Unconditional Date"	the date on which the Offers become or is declared unconditional in all respects
"Undertaking Shareholders"	5brothers, Leap Profit, Smart Canvas Investment Limited, Star Celestial Holdings Limited and NBNW Investment Limited
"US$"	United States dollars, the lawful currency of the United States
"5brothers"	5brothers Limited, a company incorporated under the laws of the British Virgin Islands, being the registered and beneficial owner of 320,546,403 Shares as of the date of this joint announcement
"%"	per cent.

By the board of directors of
Tongcheng Travel Holdings Limited
Ma Heping
Co-Chairman, Executive Director and Chief Executive Officer

By the board of directors of
Dida Inc.
SONG Zhongjie
Chairman of the Board, chief executive officer and executive Director

By the board of directors of
eLong, Inc.
Ma Heping
Sole Director

Hong Kong, 29 June 2026

As at the date of this joint announcement, the Offeror's sole director is Mr. Ma Heping. The sole director of the Offeror accepts full responsibility for the accuracy of the information contained in this joint announcement (other than that relating to the Group and the Undertaking Shareholders) and confirms, having made all reasonable enquiries, that to the best of his knowledge, opinions expressed in this joint announcement (other than those expressed by the Directors) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement the omission of which would make any of the statements in this joint announcement misleading.

As at the date of this joint announcement, the board of directors of the Offeror Parent comprises 9 directors, namely Mr. Wu Zhixiang and Mr. Ma Heping as executive directors; Mr. Liang Jianzhang, Mr. Jiang Hao, Mr. Xie Qing Hua and Mr. Brent Richard Irvin as non-executive directors; and Mr. Yang Chia Hung, Mr. Dai Xiaojing and Ms. Han Yuling as independent non-executive directors. The directors of the Offeror Parent jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than that relating to the Group and the Undertaking Shareholders) and confirms, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the Directors) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement the omission of which would make any of the statements in this joint announcement misleading.

As at the date of this joint announcement, the Board comprises 7 directors, namely Mr. Song Zhongjie, Mr. Li Jinlong, Mr. Duan Jianbo and Mr. Li Yuejun as executive directors; and Mr. Li Feng, Mr. Li Jian and Ms. Wu Wenjie as independent non-executive directors. The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than that relating to the Offeror and parties acting in concert with it) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the sole director of the Offeror and the directors of the Offeror Parent) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement the omission of which would make any of the statements in this joint announcement misleading.

IN WITNESS whereof the Parties hereto have executed this Undertaking the day and year first above written by deed

Signed, sealed and delivered by)
for and on behalf of **5brothers Limited**)
in the presence of:)
)
)
)______________________________

Name: SONG Zhongjie
Position: Sole Director

Witness signature: 姜震宇

Witness name: JIANG Zhenyu

Witness address: [redacted]

IN WITNESS whereof the Parties hereto have executed this Undertaking the day and year first above written by deed

Signed, sealed and delivered by **SONG Zhongjie** in the presence of:	))))))	______________________ Name: **SONG Zhongjie**

Witness signature: 姜震宇

Witness name: JIANG Zhenyu

Witness address: [redacted]

IN WITNESS whereof the Parties hereto have executed this Undertaking the day and year first above written by deed

Signed, sealed and delivered by)
LI Jinlong)
in the presence of:)
)
)
)____________________________
Name: **LI Jinlong**

Witness signature: 姜震宇
Witness name: JIANG Zhenyu
Witness address: [redacted]

IN WITNESS whereof the Parties hereto have executed this Undertaking the day and year first above written by deed

Signed, sealed and delivered by **LI Yuejun** in the presence of:

李跃军

Name: **LI Yuejun**

Witness signature: 尹芳芳

Witness name: YIN FANG FANG

Witness address: [redacted]

IN WITNESS whereof the Parties hereto have executed this Undertaking the day and year first above written by deed

Signed, sealed and delivered by
ZHU Min
in the presence of:

Name: **ZHU Min**

Witness signature: 吴文芳
Witness name: WU WENFANG
Witness address: [redacted]

[Signature Page to IU]

IN WITNESS whereof the Parties hereto have executed this Undertaking the day and year first above written by deed

Signed, sealed and delivered by)
DUAN Jianbo)
in the presence of:)
)
)
) 段剑波

Name: **DUAN Jianbo**

Witness signature: 姜震宇

Witness name: JIANG Zhenyu

Witness address: [redacted]

Signed, sealed and delivered by
MA Heping
for and on behalf of
eLong, Inc.

in the presence of:

Name: MA Heping

Position: Director