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**Renrui Human Resources Technology Holdings Limited**

**人瑞人才科技控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 6919)**

**CONTINUING CONNECTED TRANSACTIONS IN RELATION TO  
(I) THE TECHNICAL SERVICES ARRANGEMENT FRAMEWORK  
AGREEMENT**

**(II) THE HUMAN RESOURCES RECRUITMENT AND PAYROLL  
MANAGEMENT SERVICES FRAMEWORK AGREEMENT  
AND**

**(III) THE SAAS SERVICES FRAMEWORK AGREEMENT**

**BACKGROUND**

The Board is pleased to announce that on 20 June 2025, (i) the Company, Beyondsoft Corporation and Ruibo Gongchuang entered into the Technical Services Arrangement Framework Agreement to govern the terms and conditions of the transactions between the parties in connection with the Transfer of Technical Services and the Subcontracting of Technical Services, for a term with effect from the Agreement Date to 31 December 2027 (both days inclusive). Pursuant to the Technical Services Arrangement Framework Agreement, members of the Beyondsoft Group shall transfer selected existing clients or subcontract selected existing projects for the provision of the Technical Services to the Group and/or Ruibo Gongchuang according to separate agreements to be entered into by the relevant members of the Group, the relevant members of the Beyondsoft Group and/or Ruibo Gongchuang (as the case may be) from time to time in accordance with the Technical Services Arrangement Framework Agreement; (ii) the Company and Ruibo Gongchuang entered into the Human Resources Recruitment and Payroll Management Services Framework Agreement to govern the terms and conditions of the transactions between the parties in connection with the provision of the

Human Resources Recruitment and Payroll Management Services by the Group to Ruibo Gongchuang, for a term with effect from the Agreement Date to 31 December 2027 (both days inclusive). Pursuant to the Human Resources Recruitment and Payroll Management Services Framework Agreement, members of the Group shall provide the Human Resources Recruitment and Payroll Management Services to Ruibo Gongchuang according to separate agreements to be entered into by the relevant members of the Group with Ruibo Gongchuang from time to time in accordance with the Human Resources Recruitment and Payroll Management Services Framework Agreement; and (iii) the Company and Beyondsoft Corporation entered into the SaaS Services Framework Agreement to govern the terms and conditions of the transactions between the parties in connection with the provision of the SaaS Services by the Beyondsoft Group to the Group, for a term with effect from the Agreement Date to 31 December 2027 (both days inclusive). Pursuant to the SaaS Services Framework Agreement, members of the Beyondsoft Group shall provide the SaaS Services to the Group according to separate agreements to be entered into by the relevant members of the Beyondsoft Group with the Group from time to time in accordance with the SaaS Services Framework Agreement.

#### **LISTING RULES IMPLICATIONS**

As at the date of this announcement, Beyondsoft Corporation indirectly holds approximately 10.0% of the issued shares of the Company and therefore is a connected person of the Company under Chapter 14A of the Listing Rules. Since Beyondsoft Shanghai is a direct wholly-owned subsidiary of Beyondsoft Corporation, Beyondsoft Shanghai is also a connected person of the Company under Chapter 14A of the Listing Rules. As Ruibo Gongchuang, a non-wholly owned subsidiary of the Company, is held by Beyondsoft Shanghai, a connected person at the listed issuer level, as to 30.0% of its equity interests, Ruibo Gongchuang is a connected subsidiary of the Company. As a result, the entering into of the CCT Agreements by the Company and the transactions contemplated thereunder constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the highest applicable percentage ratio (other than the profits ratio as defined under the Listing Rules) of each of the annual caps of the fees as detailed in this announcement exceeds 0.1% but is less than 5%, the transactions contemplated under the CCT Agreements are subject to the reporting, announcement and annual review requirements, but are exempt from independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

## **BACKGROUND**

On 7 March 2025, Shanghai Renhui (an indirect wholly-owned subsidiary of the Company) and Beyondsoft Shanghai entered into a joint venture agreement, pursuant to which Ruibo Gongchuang was established to provide information technology and digital talent services. As at the date of this announcement, Ruibo Gongchuang is a non-wholly owned subsidiary of the Company and is held by Shanghai Renhui and Beyondsoft Shanghai as to 70.0% and 30.0%, respectively. Please refer to the announcement of the Company dated 7 March 2025 for more details.

The Board is pleased to announce that on 20 June 2025, (i) the Company, Beyondsoft Corporation and Ruibo Gongchuang entered into the Technical Services Arrangement Framework Agreement to govern the terms and conditions of the transactions between the parties in connection with the Transfer of Technical Services and the Subcontracting of Technical Services, for a term with effect from the Agreement Date to 31 December 2027 (both days inclusive). Pursuant to the Technical Services Arrangement Framework Agreement, members of the Beyondsoft Group shall transfer selected existing clients or subcontract selected existing projects for the provision of the Technical Services to the Group and/or Ruibo Gongchuang according to separate agreements to be entered into by the relevant members of the Group, the relevant members of the Beyondsoft Group and/or Ruibo Gongchuang (as the case may be) from time to time in accordance with the Technical Services Arrangement Framework Agreement; (ii) the Company and Ruibo Gongchuang entered into the Human Resources Recruitment and Payroll Management Services Framework Agreement to govern the terms and conditions of the transactions between the parties in connection with the provision of the Human Resources Recruitment and Payroll Management Services by the Group to Ruibo Gongchuang, for a term with effect from the Agreement Date to 31 December 2027 (both days inclusive). Pursuant to the Human Resources Recruitment and Payroll Management Services Framework Agreement, members of the Group shall provide the Human Resources Recruitment and Payroll Management Services to Ruibo Gongchuang according to separate agreements to be entered into by the relevant members of the Group with Ruibo Gongchuang from time to time in accordance with the Human

Resources Recruitment and Payroll Management Services Framework Agreement; and (iii) the Company and Beyondsoft Corporation entered into the SaaS Services Framework Agreement to govern the terms and conditions of the transactions between the parties in connection with the provision of the SaaS Services by the Beyondsoft Group to the Group, for a term with effect from the Agreement Date to 31 December 2027 (both days inclusive). Pursuant to the SaaS Services Framework Agreement, members of the Beyondsoft Group shall provide the SaaS Services to the Group according to separate agreements to be entered into by the relevant members of the Beyondsoft Group with the Group from time to time in accordance with the SaaS Services Framework Agreement.

## I. THE TECHNICAL SERVICES ARRANGEMENT FRAMEWORK AGREEMENT

Date: 20 June 2025

Parties:

- (1) the Company (for itself and on behalf of its subsidiaries (for the purpose of this agreement only, excluding Ruibo Gongchuang))
- (2) Beyondsoft Corporation (for itself and on behalf of its subsidiaries)
- (3) Ruibo Gongchuang

Nature of transactions:

- (1) Beyondsoft Corporation has agreed to transfer some of its existing clients as at the date of this agreement to the Company, and any member of the Group may, subject to its consent, either (i) provide the Technical Services to such clients by itself, or (ii) enter into business contracts with such clients in relation to the provision of the Technical Services, and subsequently subcontract such business contracts to Ruibo Gongchuang (the “**Transfer of Technical Services**”); and

(2) Beyondsoft Corporation has agreed to subcontract some of its existing projects in relation to the provision of the Technical Services (to the extent permissible) as at the date of this agreement, subject to the consent of the Company and/or Ruibo Gongchuang (as the case may be), to the Company and/or Ruibo Gongchuang (the **“Subcontracting of Technical Services”**, together with the Transfer of Technical Services, the **“Technical Services Arrangement”**).

**Fees:** Under the Technical Services Arrangement, if any employee currently providing services to the Beyondsoft Group is required by the Company or Ruibo Gongchuang to transfer his/her labor relationship to the Company or Ruibo Gongchuang, then the Company or Ruibo Gongchuang shall pay transfer fee for such employee to Beyondsoft Corporation (the **“Employee Transfer Fee”**). If no employee currently providing services to Beyondsoft Group is required by the Company or Ruibo Gongchuang to transfer his/her labor relationship to the Company or Ruibo Gongchuang, then the Company or Ruibo Gongchuang shall pay incentive fee to Beyondsoft Corporation (the **“Incentive Fee”**). In addition, when subcontracting is involved under the Technical Services Arrangement, the subcontractor (the Company or Beyondsoft Corporation, as the case may be) shall pay service fee (the **“Service Fee”**) to the other party who carry out the Technical Services (Ruibo Gongchuang or the Company, as the case may be).

**Term:** The Technical Services Arrangement Framework Agreement shall be for a fixed term with effect from the Agreement Date and ending on 31 December 2027 (both days inclusive), subject to prior termination with consent from all parties. Within 90 days before its expiry, the parties may extend the term by unanimous agreement, subject to compliance with all relevant requirements under the Listing Rules and applicable laws and regulations.

- Payment terms: The payment terms will be stipulated in the separate agreements governing each particular transaction entered into pursuant to the Technical Services Arrangement Framework Agreement. In general, fees payable under the Technical Services Arrangement Framework Agreement shall be settled in the form of bank transfer or such other manner and subject to a credit term as parties may agree.
- Pricing policy: (1) The Employee Transfer Fee and the Incentive Fee payable by the Company or Ruibo Gongchuang to Beyondsoft Corporation and the Service Fee payable by the Company to Ruibo Gongchuang in respect of the Transfer of Technical Services are to be determined by parties on normal commercial terms, negotiated on an arm's length basis, and must not be higher than the amount charged by Independent Third Parties for the provision of similar services to the Group under a pricing policy similar to the applicable pricing policy adopted by the Group, and at least two other similar transactions should be considered for such purpose;
- (2) the Service Fee payable by Beyondsoft Corporation to the Company or Ruibo Gongchuang in respect of the Subcontracting of Technical Services is to be determined by parties on normal commercial terms, negotiated on an arm's length basis, and must not be lower than the amount charged by the Group for the provision of similar services to Independent Third Parties under a pricing policy similar to the applicable pricing policy adopted by the Group, and at least two other similar transactions should be considered for such purpose; and

(3) reference should be made to the following pricing policies:

Relevant service and fee	Pricing policy
Employee Transfer Fee payable by the Company or Ruibo Gongchuang to Beyondsoft Corporation	The Employee Transfer Fee is to be determined after arm's length negotiation taking into account various factors, including the employee's years of service and the gross profit margin generated by the relevant employee (i.e. the revenue generated by the relevant employee minus labor costs) and shall range from RMB0 per person to RMB20,000 per person.
Incentive Fee payable by the Company or Ruibo Gongchuang to Beyondsoft Corporation	The Incentive Fee is to be determined after arm's length negotiation taking into account various factors, including the gross profit margin generated by the relevant employee (i.e. the revenue generated by the relevant employee minus labor costs) and shall range from RMB0 per person per month to RMB1,000 per person per month.
Service Fee payable by the Company to Ruibo Gongchuang in respect of the Transfer of Technical Services	<ul style="list-style-type: none"> <li>• The Service Fee is to be determined after arm's length negotiation taking into account various factors including related costs incurred by the employees of Ruibo Gongchuang plus management premium (ranging from RMB4,000 per person per month to RMB100,000 per person per month) and taxes; and</li> </ul>

**Relevant service and fee****Pricing policy**

Service Fee payable by Beyondsoft Corporation to the Company or Ruibo Gongchuang in respect of the Subcontracting of Technical Services

- in determining the amount of the management premium, the parties shall take into account a number of factors, including but not limited to historical rates, number of staff involved, seniority and experience of each staff member, estimated duration of participation, skills and expectations of the client's requirements, and nature and complexity of the relevant projects.
- The Service Fee is to be determined after arm's length negotiation taking into account various factors including related costs incurred by the employees of the Company or Ruibo Gongchuang plus management premium (ranging from RMB4,000 per person per month to RMB100,000 per person per month) and taxes; and
- in determining the amount of the management premium, the parties shall take into account a number of factors, including but not limited to historical rates, number of staff involved, seniority and experience of each staff member, estimated duration of participation, skills and expectations of the client's requirements, and nature and complexity of the relevant projects.

Based on the above, the Group will implement a series of internal control measures to ensure that the above fees and terms are no more favourable than those offered by the Group to Independent Third Parties and no less favourable than those offered by Independent Third Parties to the Group for the provision of same or similar services on the same or similar conditions. Please refer to the paragraph headed “Internal Control Measures” below for details.

Annual caps: The table below sets out the annual caps in respect of the fees payable under the Technical Services Arrangement Framework Agreement for each year from the Agreement Date to 31 December 2027:

Relevant service and fee	Annual cap (RMB'000)		
	From the Agreement Date to 31 December 2025	For the year ending 31 December 2026	For the year ending 31 December 2027
Employee Transfer Fee and Incentive Fee payable by the Company and Ruibo Gongchuang to Beyondsoft Corporation (in aggregate)	7,000	7,000	7,000
Service Fee payable by the Company to Ruibo Gongchuang in respect of the Transfer of Technical Services (in aggregate)	26,000	26,000	26,000
Service Fee payable by Beyondsoft Corporation to the Company and Ruibo Gongchuang in respect of the Subcontracting of Technical Services (in aggregate)	16,000	16,000	16,000

The above annual caps have been determined by the Directors mainly by reference to:

- (1) the historical transaction amount in relation to the employee transfer fee paid by the Group to the Beyondsoft Group, being approximately RMB38,000 and RMB86,000 for the year ended 31 December 2024 and the five months ended 31 May 2025, respectively (there has been no historical transaction amount for the other type of fees);
- (2) the estimated number of existing clients and projects of Beyondsoft Corporation which might be transferred or subcontracted (as the case may be) under the Technical Services Arrangement Framework Agreement; and
- (3) the estimated number of employees to be transferred to the Company or Ruibo Gongchuang in accordance with the Technical Services Arrangement Framework Agreement.

## **II. THE HUMAN RESOURCES RECRUITMENT AND PAYROLL MANAGEMENT SERVICES FRAMEWORK AGREEMENT**

Date: 20 June 2025

Parties: (1) the Company (for itself and on behalf of its subsidiaries (for the purpose of this agreement only, excluding Ruibo Gongchuang)), as service provider; and

(2) Ruibo Gongchuang, as service recipient

Nature of transactions: Provision of the Human Resources Recruitment and Payroll Management Services by the Group to Ruibo Gongchuang.

- Term:** The Human Resources Recruitment and Payroll Management Services Framework Agreement shall be for a fixed term with effect from the Agreement Date and ending on 31 December 2027 (both days inclusive), subject to prior termination with consent from both parties. Within 90 days before its expiry, the parties may extend the term by mutual agreement, subject to compliance with all relevant requirements under the Listing Rules and applicable laws and regulations.
- Payment terms:** The payment terms will be stipulated in the separate agreements governing each particular transaction entered into pursuant to the Human Resources Recruitment and Payroll Management Services Framework Agreement. In general, Ruibo Gongchuang shall settle the fees payable under the Human Resources Recruitment and Payroll Management Services Framework Agreement in the form of bank transfer or such other manner and subject to a credit term as parties may agree.
- Pricing policy:** The fees payable for the provision of the Human Resources Recruitment and Payroll Management Services by the Group are to be determined by the Group and Ruibo Gongchuang on normal commercial terms, negotiated on an arm's length basis, and must:
- (1) not be lower than the amount charged by the Group for the provision of similar services to Independent Third Parties under a pricing policy similar to the applicable pricing policy adopted by the Group, and at least two other similar transactions should be considered for such purpose; and

(2) reference should be made to the following pricing policies:

Relevant service	Pricing policy
Human resources recruitment services	<ul style="list-style-type: none"><li>• The service fee is to be determined after arm's length negotiation taking into account various factors including related costs incurred plus management premium (ranging from RMB3,000 per person to RMB15,000 per person) and taxes; and</li><li>• in determining the amount of the management premium, the Group shall take into account a number of factors, including but not limited to complexity of job positions, urgency of hiring needs and number of candidates required.</li></ul>
Payroll management and other services (including salary payment and contribution to social security and housing fund)	<ul style="list-style-type: none"><li>• The service fee is to be determined after arm's length negotiation taking into account various factors including related costs incurred plus management premium (ranging from RMB100 per person per month to RMB1,000 per person per month) and taxes; and</li><li>• in determining the amount of the management premium, the Group shall take into account a number of factors, including but not limited to the nature and complexity of the services and the number of employees to whom such services are provided.</li></ul>

Based on the above, the Group will implement a series of internal control measures to ensure that the above fees and terms are no more favourable than those offered by the Group to Independent Third Parties for the provision of same or similar services on the same or similar conditions. Please refer to the paragraph headed “Internal Control Measures” below for details.

**Annual caps:** The table below sets out the annual caps in respect of the aggregate service fee payable for the Human Resources Recruitment and Payroll Management Services as contemplated under the Human Resources Recruitment and Payroll Management Services Framework Agreement for each year from the Agreement Date to 31 December 2027:

	<b>From the Agreement Date to 31 December 2025 (RMB'000)</b>	<b>For the year ending 31 December 2026 (RMB'000)</b>	<b>For the year ending 31 December 2027 (RMB'000)</b>
<b>Annual caps</b>	26,000	26,000	26,000

Since there was no previous transaction between the Company and Ruibo Gongchuang, the above annual caps have been determined by the Directors mainly by reference to:

- (1) the estimated number of existing clients and projects of Beyondsoft Corporation which might be transferred or subcontracted (as the case may be) under the Technical Services Arrangement Framework Agreement; and
- (2) the estimated number of employees to be transferred to Ruibo Gongchuang in accordance with the Technical Services Arrangement Framework Agreement and the estimated number of other employees expected to be engaged by Ruibo Gongchuang.

### III. THE SAAS SERVICES FRAMEWORK AGREEMENT

Date:	20 June 2025
Parties:	(1) the Company (for itself and on behalf of its subsidiaries), as service recipient; and  (2) Beyondsoft Corporation (for itself and on behalf of its subsidiaries), as service provider
Nature of transactions:	Provision of the SaaS Services by the Beyondsoft Group to the Group.
Term:	The SaaS Services Framework Agreement shall be for a fixed term with effect from the Agreement Date and ending on 31 December 2027 (both days inclusive), subject to prior termination with consent from both parties. Within 90 days before its expiry, the parties may extend the term by mutual agreement, subject to compliance with all relevant requirements under the Listing Rules and applicable laws and regulations.
Payment terms:	The payment terms will be stipulated in the separate agreements governing each particular transaction entered into pursuant to the SaaS Services Framework. In general, the Company shall settle the fees payable under the SaaS Services Framework Agreement in the form of bank transfer or such other manner and subject to a credit term as parties may agree.
Pricing policy:	The fees payable for the provision of the SaaS Services by the Beyondsoft Group are to be determined by the Group and the Beyondsoft Group on normal commercial terms, negotiated on an arm's length basis, and must:  (1) not be higher than the amount payable by the Group for the provision of similar services by Independent Third Parties under a pricing policy similar to the applicable pricing policy adopted by the Group, and at least two other similar transactions should be considered for such purpose; and

(2) reference should be made to the following pricing policies:

Type of fees	Pricing policy
System implementation fee	The system implementation fee is to be determined after arm's length negotiation taking into account various factors including development cost of the relevant system and module, and shall be no more than USD20,000.
Monthly service fee	The monthly service fee is to be determined after arm's length negotiation taking into account various factors including the number of users and the maintenance cost of the relevant system and module, and shall be no more than USD2,500 per user per month.
Value-added service fee	<ul style="list-style-type: none"><li>• The value-added service fee is to be determined after arm's length negotiation taking into account various factors including the maintenance cost of the relevant system and module and the actual usage, and shall be no more than USD50 per use.</li><li>• If customized development is required, such fee is to be determined after arm's length negotiation taking into account various factors including the number of personnel required and the complexity of the development project, and shall be no more than USD500 per person per day.</li></ul>

Based on the above, the Group will implement a series of internal control measures to ensure that the above fees and terms are no less favourable than those offered by Independent Third Parties to the Group for the provision of same or similar services on the same or similar conditions. Please refer to the paragraph headed “Internal Control Measures” below for details.

**Annual caps:** The table below sets out the annual caps in respect of the aggregate fees payable for the SaaS Services as contemplated under the SaaS Services Framework Agreement for each year from the Agreement Date to 31 December 2027:

	<b>From the Agreement Date to 31 December 2025 (RMB'000)</b>	<b>For the year ending 31 December 2026 (RMB'000)</b>	<b>For the year ending 31 December 2027 (RMB'000)</b>
<b>Annual caps</b>	7,000	7,000	7,000

Since there was no previous transaction between the Beyondsoft Group and the Group, the above annual caps have been determined by the Directors mainly by reference to the anticipated demand of the Group for the SaaS Services in light of its business needs, including the estimated number of users and the systems and modules to be subscribed.

## **REASONS FOR AND BENEFITS OF THE CONTINUING CONNECTED TRANSACTIONS**

Beyondsoft Corporation is principally engaged in the provision of software and information technology services. With development of over 30 years, it has accumulated a large number of high-quality customers and established long-term business relationships with customers in various industries. Since Beyondsoft Corporation plans to focus on software and information technology services and provision of one-stop solutions to customers, it has agreed to transfer selected existing clients or subcontract selected existing projects for the provision of the Technical Services to the Group and/or Ruibo Gongchuang as contemplated under the Technical Services Arrangement Framework Agreement, allowing the Group to gain access to reputable clientele leveraging on the existing resources and technical capabilities of Beyondsoft

Corporation and further expand in the provision of information technology and digital talent services. In addition, the Group will further generate revenue by providing the Human Resources Recruitment and Payroll Management Services to Ruibo Gongchuang for employees engaged pursuant to the Technical Services Arrangement Framework Agreement. On the other hand, in order to support the Company's overseas expansion, the Company intends to source the SaaS Services from the Beyondsoft Corporation to align with its operational and market-entry needs, which is expected to enhance the Company's competitiveness and operational efficiency in overseas markets.

The Directors believe that the abovementioned arrangement and cooperation is able to strengthen the Group's strategic business relationship with Beyondsoft Corporation, which will not only allow the realisation of synergies and economies of scale but will also continue to bring sustainable contribution to the Group's growth in the long run.

Given the transactions contemplated under the CCT Agreements are each of a recurrent nature and will occur on a regular and continuing basis in the ordinary and usual course of business of the Group, the Beyondsoft Group and Ruibo Gongchuang, the Company considered it necessary for Listing Rules compliance purposes and administrative convenience to enter into framework agreements in order to better document and manage the Continuing Connected Transactions.

Taking into account the commercial benefits to the Group, the Directors (including the independent non-executive Directors) consider that the fees and terms of services offered and/or received by the Group under the CCT Agreements are in line with market, and they believe that the transactions (including the annual caps) contemplated under the CCT Agreements, respectively, have been arrived at after arm's length negotiations and entered into in the ordinary and usual course of business and on normal commercial terms that are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

None of the Directors had a material interest in the transactions contemplated under the CCT Agreements, and therefore none of the Directors had abstained from voting in respect of the relevant Board resolutions for considering and approving the CCT Agreements, and the transactions contemplated thereunder.

## INTERNAL CONTROL MEASURES

The following internal control measures have been implemented in order to ensure that the Continuing Connected Transactions are conducted on normal commercial terms and will not be prejudicial to the interests of the Company and the Shareholders as a whole:

- (i) The Group has established a series of measures to ensure that the Continuing Connected Transactions will be conducted in accordance with the principal terms of the CCT Agreements, such as a designated staff of the internal control team would check and ensure the fees and terms are no more favourable than those offered by the Group to Independent Third Parties and no less favourable than those offered by Independent Third Parties to the Group for the same or similar services on the same or similar conditions (as the case may be), with at least two other similar transactions with Independent Third Parties being considered for such purpose and carry out regular assessments on the pricing and fairness of the terms every year to ensure the fees charged by and/or to the Group are in accordance with the prevailing market prices of providing similar services; and the implementation of separate agreements governing each particular transaction must be approved by the internal control team to ensure that it is in accordance with the pricing policy.
- (ii) In addition, the internal control team will keep proper documentation of the agreements governing each particular transaction entered into between the parties pursuant to the CCT Agreements, and the internal control team will report to the audit committee on a quarterly basis whether the internal control measures in respect of the Continuing Connected Transactions remain complete and effective.
- (iii) The internal control team shall be responsible for monitoring the Continuing Connected Transactions on a monthly basis to ensure such transactions are conducted in accordance with the terms of the CCT Agreements and the transaction amounts do not exceed the annual caps as set out above.
- (iv) The independent non-executive Directors will review the Continuing Connected Transactions, at least annually, to ensure, among other matters, that such transactions are entered into in the ordinary and usual course of business of the Group, on normal commercial terms or better,

and according to the CCT Agreements and relevant agreements governing the transactions on terms that are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

- (v) The external auditors of the Company will conduct an annual review on the Continuing Connected Transactions, including the annual caps and their actual utilisation, and confirm, among other matters, whether anything has come to their attention that causes them to believe such transactions were not entered into, in all material respects, in accordance with the relevant agreements governing the transactions.

## **LISTING RULES IMPLICATIONS**

As at the date of this announcement, Beyondsoft Corporation indirectly holds approximately 10.0% of the issued shares of the Company and therefore is a connected person of the Company under Chapter 14A of the Listing Rules. Since Beyondsoft Shanghai is a direct wholly-owned subsidiary of Beyondsoft Corporation, Beyondsoft Shanghai is also a connected person of the Company under Chapter 14A of the Listing Rules. As Ruibo Gongchuang, a non-wholly owned subsidiary of the Company, is held by Beyondsoft Shanghai, a connected person at the listed issuer level, as to 30.0% of its equity interests, Ruibo Gongchuang is a connected subsidiary of the Company. As a result, the entering into of the CCT Agreements by the Company and the transactions contemplated thereunder constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the highest applicable percentage ratio (other than the profits ratio as defined under the Listing Rules) of each of the annual caps of the fees as detailed in this announcement exceeds 0.1% but is less than 5%, the transactions contemplated under the CCT Agreements are subject to the reporting, announcement and annual review requirements, but are exempt from independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

## **INFORMATION OF THE PARTIES**

The Group is a fast-growing pioneer in the human resources solutions sector of the PRC, primarily engages in the provision of comprehensive flexible staffing services, professional recruitment, and other human resources solutions. The Group has reinvented traditional human resources services with comprehensive digital and cutting-edge technology. Its one-stop ecological system not only allows the Group to serve its customers across the PRC and around the world, but also effectively solves the challenges of fast recruitment

in mass quantities at home and abroad. Relying on the professional staff management, project management and extensive recruitment capabilities of the Group, the professional services of the Group can be quickly expanded to more industries. Currently, the Group operates more than 100 subsidiaries and branch offices across the PRC with business coverage in over 300 cities, and provides localised human resources services through subsidiaries in over 15 countries around the world.

Beyondsoft Corporation is a company established in the PRC on 17 April 1995 with limited liability, the shares of which are listed on the Shenzhen Stock Exchange (stock code: 002649). Beyondsoft Corporation is principally engaged in the provision of software and information technology services.

Ruibo Gongchuang is a company established under the laws of the PRC on 14 May 2025 with limited liability and is held by Shanghai Renhui and Beyondsoft Shanghai as to 70.0% and 30.0%, respectively. Ruibo Gongchuang is principally engaged in the provision of information technology and digital talent services.

## DEFINITIONS

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

“Agreement Date”	date of the CCT Agreements, being 20 June 2025
“Beyondsoft Corporation”	Beyondsoft Corporation* (博彦科技股份有限公司), a company established in the PRC with limited liability, the shares of which are listed on the Shenzhen Stock Exchange (stock code: 002649)
“Beyondsoft Group”	Beyondsoft Corporation together with its subsidiaries
“Beyondsoft Shanghai”	Beyondsoft (Shanghai) Ltd.* (博彦科技(上海)有限公司), a company established in the PRC with limited liability and a direct wholly-owned subsidiary of Beyondsoft Corporation
“Board”	the board of directors of the Company

“CCT Agreements”	the Technical Services Arrangement Framework Agreement, the Human Resources Recruitment and Payroll Management Services Framework Agreement and the SaaS Services Framework Agreement
“Company”	Renrui Human Resources Technology Holdings Limited (人瑞人才科技控股有限公司), an exempted company incorporated in the Cayman Islands on 14 October 2011 with limited liability, the shares of which are listed on the Main Board of the Stock Exchange on 13 December 2019 (Stock Code: 6919)
“Continuing Connected Transactions”	the transactions contemplated under the CCT Agreements
“Director(s)”	the director(s) of the Company
“Group”	the Company together with its subsidiaries
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“Human Resources Recruitment and Payroll Management Services”	providing services in relation to outsourced employees, including but not limited to recruitment, payroll management, salary payment and contribution to social security and housing fund
“Human Resources Recruitment and Payroll Management Services Framework Agreement”	an agreement entered into by the Company and Ruibo Gongchuang on 20 June 2025 in relation to the provision of the Human Resources Recruitment and Payroll Management Services by the Group to Ruibo Gongchuang for a fixed term with effect from the Agreement Date to 31 December 2027 (both days inclusive)
“Independent Third Parties”	third party(ies) independent of, and not connected with, the Company and its connected persons
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited

“PRC”	the People’s Republic of China and for the purpose of this announcement only, excludes Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Ruibo Gongchuang”	Shanghai Ruibo Gongchuang Technology Limited* (上海瑞博共創科技有限公司), a company established under the laws of the PRC with limited liability and a non-wholly owned subsidiary of the Company
“SaaS Services”	providing SaaS services in relation to human resources management systems
“SaaS Services Framework Agreement”	an agreement entered into by Beyondsoft Corporation and the Company on 20 June 2025 in relation to the provision of the SaaS Services by the Beyondsoft Group to the Group for a fixed term with effect from the Agreement Date to 31 December 2027 (both days inclusive)
“Shanghai Renhui”	Shanghai Renhui Human Resources Service Co., Ltd.* (上海人惠人力資源服務有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“Shareholders”	holders of the shares of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Technical Services”	supplying digital talents as outsourced employees to clients
“Technical Services Arrangement Framework Agreement”	an agreement entered into by the Company, Beyondsoft Corporation and Ruibo Gongchuang on 20 June 2025 in relation to transfer and subcontracting of technical services business for a fixed term with effect from the Agreement Date to 31 December 2027 (both days inclusive)

“USD” US dollar, the lawful currency of the United States of America

“%” per cent

\* *for identification purpose only*

By order of the Board  
**Renrui Human Resources Technology Holdings Limited**  
**Zhang Jianguo**  
*Chairman and Executive Director*

The PRC, 20 June 2025

*As at the date of this announcement, the Board comprises Mr. Zhang Jianguo, Mr. Zhang Feng and Ms. Zhang Jianmei as executive Directors; Mr. Chen Rui as non-executive Director; and Ms. Chan Mei Bo Mabel, Mr. Shen Hao and Mr. Leung Ming Shu as independent non-executive Directors.*