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**Voicecomm Technology Co., Ltd.\***

**聲通科技股份有限公司**

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

**(Stock Code: 2495)**

**ANNOUNCEMENT  
CONTINUING CONNECTED TRANSACTION  
COOPERATION AGREEMENT**

**THE COOPERATION AGREEMENT**

On September 11, 2025, Voicecomm Xuanwu (a wholly-owned subsidiary of the Company) and the Mianyang branch of Zibo Intellisound (an entity indirectly controlled by Voicecomm Rongzhi and Mr. Tang) have entered into the Cooperation Agreement, under which Zibo Intellisound agreed to provide to Voicecomm Xuanwu services of arranging safety officers and other operation and maintenance work of unmanned intelligent connective vehicles for the Group's comprehensive V2X autonomous driving system project at Mianyang Science and Technology City New Area, Sichuan Province, for a term commencing from September 1, 2025 to July 31, 2027.

**LISTING RULES IMPLICATIONS**

As of the date of this announcement, Zibo Intellisound is a 30%-controlled company (as defined under Chapter 14A of the Listing Rules) held by Voicecomm Intellitravel, which is in turn indirectly controlled by Voicecomm Rongzhi, a member of the group of controlling shareholders of the Company, and Voicecomm Rongzhi is controlled by Mr. Tang, the chairman and an executive Director of the Company.

Zibo Intellisound is therefore a connected person of the Company under Chapter 14A of the Listing Rules. Accordingly, the Cooperation Agreement and the transactions contemplated thereunder constitute a connected transaction under Chapter 14A of the Listing Rules.

As the highest applicable percentage ratios in respect of the proposed annual caps for the transactions contemplated under the Cooperation Agreement exceeds 0.1% but is less than 5%, the Cooperation Agreement and the transactions contemplated therein are only subject to the reporting and announcement requirements, but are exempt from the circular and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

## **INTRODUCTION**

On September 11, 2025, Voicecomm Xuanwu (a wholly-owned subsidiary of the Company) and the Mianyang branch of Zibo Intellisound (an entity indirectly controlled by Voicecomm Rongzhi and Mr. Tang) have entered into the Cooperation Agreement, under which Zibo Intellisound agreed to provide to Voicecomm Xuanwu services of arranging safety officers and other operation and maintenance work of unmanned intelligent connective vehicles for the Group's comprehensive V2X autonomous driving system project at Mianyang Science and Technology City New Area, Sichuan Province, for a term commencing from September 1, 2025 to July 31, 2027.

## **THE COOPERATION AGREEMENT**

The principal terms of the Cooperation Agreement are as follows:

### **Date**

September 11, 2025

### **Parties**

- (i) Voicecomm Xuanwu; and
- (ii) Zibo Intellisound, Mianyang branch

### **Term**

From September 1, 2025 to July 31, 2027

### **Subject Matter**

The government of Mianyang Science and Technology City New Area has engaged Voicecomm Xuanwu to operate a V2X autonomous driving system project. Due to operational requirements, each unmanned intelligent connective vehicle must be paired with a safety officer who holds a valid driver's license of the corresponding vehicle model and is responsible for daily operation and maintenance of the vehicle. Pursuant to the Cooperation Agreement, Voicecomm Xuanwu agrees to subcontract Zibo Intellisound to provide services including the arrangement of safety officers, daily cleaning, maintenance and other related work for the unmanned intelligent connective vehicle project within the designated area.

Under the Cooperation Agreement, the scope of services to be provided by Zibo Intellisound shall include, but is not limited to, the following:

- (i) the daily repair, maintenance, cleaning, charging, attendance and other manual operations of the unmanned vehicles;
- (ii) the recruitment and daily management of safety officers corresponding to the unmanned vehicles, in accordance with Voicecomm Xuanwu's operating needs and requirements;

- (iii) the operation of unmanned vehicles within the designated area, with Zibo Intellisound being responsible for any accidents or losses arising from improper operation of the unmanned vehicles by the safety officers; and
- (iv) operating in accordance with the vehicle management procedures and safety officer management protocols established by Voicecomm Xuanwu.

### **Consideration and Pricing policy**

Pursuant to the Cooperation Agreement, the monthly service fee payable to Zibo Intellisound shall be RMB15,000 each for the first two unmanned vehicles and RMB12,000 for each additional unmanned vehicle thereafter, which is inclusive of all costs in relation to the services provided by Zibo Intellisound, including (i) the basic monthly salary and social security benefits of safety officers; (ii) overtime payments to safety officers; (iii) costs of cleaning materials for the unmanned vehicles; (iv) maintenance and management costs of the unmanned vehicles; (v) all applicable taxes; and (vi) a profit margin of RMB1,200 per unmanned vehicle.

The consideration was determined after arm's length negotiations between the parties, with reference to the costs and reasonable profit margins consistent with industry norms. Prior to entering into the Cooperation Agreement, Voicecomm Xuanwu had obtained and compared service fees quotations from two Independent Third Parties suppliers, and is satisfied that the service fee proposed by Zibo Intellisound is fair and reasonable, and in line with market rate.

### **Settlement**

Zibo Intellisound will issue invoice to Voicecomm Xuanwu on a monthly basis, which shall be settled within five business days.

### **Historical transaction amounts**

Zibo Intellisound had started providing similar services to the Group since June 1, 2024, which constituted a fully exempted continuing connected transaction under Rule 14A.76(1) of the Listing Rules up to the date of this announcement. The table below sets out the historical transaction amounts in respect of the fees for the services provided by Zibo Intellisound to the Group during the period from June 1, 2024 to June 31, 2025:

	<b>For the year ended 31 December 2024 (RMB'000)</b>	<b>For the six months ended 30 June 2025 (RMB'000)</b>
Transaction amounts	1,270	1,410

## Proposed annual caps

Pursuant to the Cooperation Agreement, the annual caps for the transactions contemplated under the Cooperation Agreement are as follows:

	<b>For the year ending 31 December 2025 (RMB'000)</b>	<b>For the year ending 31 December 2026 (RMB'000)</b>	<b>For the seven months ending 31 July 2027 (RMB'000)</b>
Proposed annual caps	3,000	4,400	3,000

The above proposed annual caps are determined taking into consideration (i) the historical transaction amounts between the Group and Zibo Intellisound; and (ii) the expected increase in the demand for unmanned intelligent connective vehicles from the government of Mianyang Science and Technology City New District.

## Internal control

In order to ensure that the terms of the Cooperation Agreement are complied with, the Group has established internal control procedures and external supervision measures including:

- (a) in order to ensure that the services and pricing offered by Zibo Intellisound are no less favourable to the Group than those quoted by independent suppliers, the Group's business department will obtain and compare fee quotes for similar services from two other independent suppliers, at least on a bi-annual basis;
- (b) the Group's business department may also request Zibo Intellisound to provide a detailed cost breakdown and fee quotes offered to its other customers for similar services, so that the Group can assess the reasonableness of the price charged by Zibo Intellisound;
- (c) the Group's finance department is responsible for regularly reviewing the relevant transactions to ensure compliance with the relevant pricing policies and that the relevant transactions are conducted in accordance with the Cooperation Agreement and the annual caps are not exceeded;
- (d) if the Group's finance department anticipates that the annual caps will be exceeded, it shall promptly report to the Board. The Board will then take appropriate measures to revise the annual caps and ensure compliance with the relevant announcement and/or approval requirements in accordance with the Listing Rules to the extent necessary; and
- (e) the Company will comply with the requirements under the Listing Rules for the annual review by its auditor and the independent non-executive Directors in respect of the transactions contemplated under the Cooperation Agreement.

By implementing the above measures, the Directors (including the independent non-executive Directors) consider that the Company has appropriate internal control procedures to ensure that the continuing connected transactions under the Cooperation Agreement will be conducted on normal commercial terms and in the interests of that of the Company and the Shareholders as a whole.

## **INFORMATION ON THE PARTIES TO THE COOPERATION AGREEMENT**

### **The Group**

The Group is an IT solution provider in China, and committed to providing services for enterprise-level users to improve the level of convenience and intelligence for their information exchanges and business interactions. Based on unified communication technologies, core conversational AI technologies and product engine technologies, the Group is capable of addressing enterprise-level users' demand of "communication", "thinking" and "execution", respectively, thus facilitating a complete enterprise-level conversational AI experience.

### **Voicecomm Xuanwu**

Voicecomm Xuanwu is a limited liability company established in the PRC, and is wholly-owned by the Company as of the date of this announcement. Its principal business is to promote the adoption of the Company's enterprise-level conversational AI solutions in Sichuan Province and the Southwest region of the PRC.

### **Zibo Intellisound**

Zibo Intellisound is a limited liability company established in the PRC, which is owned as to 65% by Ms. Zhang Wei, an Independent Third Party, and 35% by Voicecomm Intellitravel. The ultimate beneficial owner of Voicecomm Intellitravel is Mr. Tang. Zibo Intellisound is principally engaged in the provision of project operations, human resources, as well as product maintenance and support services.

## **REASONS FOR AND BENEFITS OF ENTERING THE COOPERATION AGREEMENT**

Since 2023, the Group has participated in the establishment of a comprehensive V2X autonomous driving system located at the Mianyang Science & Technology City New Area, an open urban space. Through empowerment of the cloud-based control platform, among others, the Group's technologies have been facilitating ICVs capable of V2X-based autonomous operations, including real-time route planning and intelligent vehicle following, lane changing, vehicle avoidance and stop. By outsourcing the recruitment of safety officers and other operation and maintenance work of unmanned intelligent connective vehicles, the Group can enjoy greater flexibility in cost control and focus on a business model with higher profit margin. The terms of the Cooperation Agreement are negotiated at arm's length basis which are no less favorable to the Group than the terms offered to the Group by other suppliers who are Independent Third Parties.

Based on the above, the Directors (including the independent non-executive Directors) consider that the terms of the Cooperation Agreement are fair and reasonable, and the transactions contemplated therein (including the annual caps) are on normal commercial terms or better and in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole.

Since Mr. Tang is indirectly interested in Zibo Intellisound and therefore holds material interest in the transactions contemplated under the Cooperation Agreement, and since Mr. Sun acts in concert with Mr. Tang under the Concert Party Agreement, both Mr. Tang and Mr. Sun have abstained from voting on the relevant Board resolutions to approve the Cooperation Agreement. Save as disclosed above, none of the Directors is required to abstain from voting on the relevant board resolutions to approve the Cooperation Agreement under the articles of the Company or the Listing Rules.

## **LISTING RULES IMPLICATIONS**

As of the date of this announcement, Zibo Intellisound is a 30%-controlled company (as defined under Chapter 14A of the Listing Rules) held by Voicecomm Intellitravel, which is in turn indirectly controlled by Voicecomm Rongzhi, a member of the group of controlling shareholders of the Company, and Voicecomm Rongzhi is controlled by Mr. Tang, the chairman and an executive Director of the Company.

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## **DEFINITIONS**

Unless the context requires otherwise, the terms below have the following meanings in this announcement:

“Board”	the board of Directors
“Company”	Voicecomm Technology Co., Ltd.* (聲通科技股份有限公司), a joint stock company incorporated in the PRC with limited liability, the H Shares of which are listed on the Stock Exchange (Stock code: 2495)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“controlling shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Cooperation Agreement”	the cooperation agreement dated September 11, 2025 between Voicecomm Xuanwu and Zibo Intellisound in relation to the provision of certain services of arranging safety officers and other operation and maintenance work of unmanned vehicles for the Group's comprehensive V2X autonomous driving system project at the Mianyang Science and Technology City New Area

“Concert Party Agreement”	the concert party agreement dated March 20, 2021 and subsequently amended on July 21, 2025, pursuant to which Mr. Tang and Mr. Sun agreed that they shall act in concert with respect to, <i>inter alia</i> , operation and business development related matters of the Company which are subject to approval in general meetings or board meetings of the Company since the date of the agreement and up until they cease to hold any shares of the Company
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“H Share(s)”	overseas listed foreign invested ordinary share(s) in the ordinary share capital of our Company, with a nominal value of RMB1.00 each, which are subscribed for and traded in Hong Kong dollars
“ICV” or “intelligent connective vehicle”	an emerging product accelerating cross-border integration and transformation in information and communication, the internet, big data, AI, and road transportation industries
“Independent Third Party(ies)”	party who is a third party independent of the Company and its connected person(s)
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Mr. Tang”	Mr. Tang Jinghua (湯敬華), the chairman of the Board, an executive Director and one of the Company’s controlling shareholders
“Mr. Sun”	Mr. Sun Qi (孫琪), an executive Director and one of the Company’s controlling shareholders
“PRC”	the People’s Republic of China
“RMB”	Renminbi, the lawful currency of the PRC
“Shares”	ordinary share(s) in the capital of our Company with a nominal value of RMB1.00 each, comprising Unlisted Shares and H Shares
“Shareholder(s)”	the holder(s) of Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Unlisted Share(s)”	ordinary share(s) issued by our Company, with a nominal value of RMB1.00 each, which is/are not listed on any stock exchange



“V2X” or “vehicle-to-everything”	communication between a vehicle and any object, such as road, traffic lights and roadside signals that may affect, or may be affected by, the vehicle
“Voicecomm Intellitravel”	Hubei Voicecomm Intellitravel Technology Co., Ltd* (湖北聲通智旅科技有限責任公司), a limited liability company established under the laws of PRC and is indirectly controlled by Voicecomm Rongzhi
“Voicecomm Rongzhi”	Hubei Voicecomm Rongzhi Technology Group Co., Ltd.* (湖北聲通融智技術集團有限公司), a limited liability company established under the laws of PRC and is owned as to 99.0% and 1.0% by Mr. Tang and his spouse, respectively. It is one of the Company’s controlling shareholders
“Voicecomm Xuanwu”	Sichuan Voicecomm Xuanwu Information Technology Co., Ltd.* (四川聲通玄武信息科技有限公司), a company incorporated in the PRC with limited liability, and is a wholly-owned subsidiary of the Company
“Zibo Intellisound”	Zibo Intellisound Software Technology Co., Ltd* (淄博聲通智效軟件技術有限公司), a company incorporated in the PRC with limited liability
“%”	per cent

By order of the Board  
**Voicecomm Technology Co., Ltd.\***  
**Mr. TANG Jinghua**  
*Chairman*

Hong Kong, September 11, 2025

*As of the date of this announcement, the Board of Directors of the Company comprises Mr. TANG Jinghua as chairman and executive Director, Mr. SUN Qi as executive Director, Mr. YANG Xiaoyuan, Mr. TAN Xiaobo, Mr. CHEN Yulei and Ms. MA Tiantian as non-executive Directors, and Mr. LIU Rong, Mr. WU Haipeng, Mr. MU Binrui and Mr. LEUNG Kin Hong as independent non-executive Directors.*

\* For identification purpose only