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Fortior Technology (Shenzhen) Co., Ltd.

峰 峒 科 技 (深 圳) 股 份 有 限 公 司

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

(Stock code: 1304)

DISCLOSEABLE TRANSACTION ACQUISITION OF PROPERTY

THE ACQUISITION

The Board announces that on December 25, 2025, it considered and approved the Company to enter into the Agreements on substantially the same terms with the Vendor, an Independent Third Party, pursuant to which the Company agreed to purchase, and the Vendor agreed to sell the Property for the Consideration of RMB709,731,278.

LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Acquisition exceeds 5% but all of them are less than 25%, the Acquisition constitutes a discloseable transaction of the Company under Chapter 14 the Listing Rules and is subject to the reporting and announcement requirements under the Listing Rules.

INTRODUCTION

The Board announces that on December 25, 2025, it considered and approved the Company to enter into the Agreements on substantially the same terms with the Vendor, an Independent Third Party, pursuant to which the Company agreed to purchase, and the Vendor agreed to sell the Property for the Consideration of RMB709,731,278.

THE AGREEMENTS

The principal terms of the Agreements are set out below:

Date:	December 25, 2025
Parties:	(1) The Company, as purchaser; and (2) The Vendor, as vendor
Property:	The Property comprises the entire Block 1 of Runrong Tower (Phase 2), the commodity housing to be constructed on land parcel T102-0482 located in 02 Jiefang, Unit 15, Mawan, Qianhai Shenzhen-Hong Kong Cooperation Zone, Nanshan, Qianhai, Shenzhen, the PRC, designated for office and commercial purposes. The total gross floor area of the Property is approximately 25,204.97 square meters, consisting of office units with a floor area of 23,669.54 and commercial units with a floor area of 1,535.43 square meters.
Consideration and payment terms:	<p>The total Consideration is approximately RMB709,731,278 (inclusive of value-added tax), which shall be payable by the Company to the Vendor to its designated funds supervision account through bank transfer, in accordance with the terms specified in the Agreements. In respect of pre-sale units, Consideration for such Property unit shall be payable in instalments in the following manner:</p> <ul style="list-style-type: none">(i) an initial deposit of 30% of the relevant Consideration payable by the Company to the Vendor within 3 working days upon the signing of the relevant Agreement; and(ii) the relevant Consideration payable in three instalments at 30%, 10% and 15%, respectively, based on the progress intervals on the construction of the Property unit; and(iii) the balance of the Consideration at 15% payable upon the Company's acceptance and completion of delivery and handover procedures of the Property unit by both parties.

Conditions precedent: The Vendor shall be obligated to deliver the relevant Property unit after the construction has obtained the completion acceptance filing, and all of the following non-waivable conditions have been fulfilled:

- (i) the relevant Agreement has been duly executed by the parties and has become effective; and
- (ii) the Company has paid in full the Consideration for the relevant Property unit.

The specific terms of the Agreements (including the final Consideration and the total gross floor area) shall be subject to the final executed agreements signed by both parties and other related agreements and ownership certificate documents. Upon satisfaction of all the above conditions, the Vendor shall deliver to the Company the relevant Property unit that meets the delivery requirements for commercial housing unit.

Delivery and inspection: As of the date of this announcement, the Property has obtained the necessary land use planning permit (《建設用地規劃許可證》), construction project planning permit (《建設工程規劃許可證》), building construction permit (《建築工程施工許可證》) and commercial housing pre-sale permit (《商品房預售許可證》). The Vendor shall deliver the Property to the Company by December 31, 2027 (the “**Delivery Date**”), and prior to delivery, shall obtain the record-filing documents evidencing that the construction has passed the completion acceptance inspection in accordance with laws and regulations.

Key default and termination events: (1) ***Company’s late payment:*** if the Company delays payment of the relevant Consideration (i.e., when the Company fails to pay such Consideration in accordance with the payment schedule) due to its own reasons, it shall pay the Vendor a penalty of 0.03% per day on the overdue amount. If the delay exceeds 60 days, the Vendor has the right to unilaterally terminate the relevant contract; upon termination, in addition to the above late payment penalty, the Company shall also pay the seller a penalty equal to 5% of the Consideration of the relevant Property unit.

- (2) ***Vendor's late delivery:*** (i) if the Vendor delays delivery of the relevant Property unit within 60 days (inclusive), starting from the day after the agreed delivery date until the actual delivery date, the Vendor shall pay the Company a penalty of 0.03% per day on the total Consideration of such Property unit, and the relevant contract shall continue to be performed; and (ii) if the Vendor delays delivery for more than 60 days, the Company has the right to either require continued performance of the relevant contract or terminate it within one year from the agreed delivery date. If the Company requires continued performance, the contract shall continue, and the Vendor shall pay the Company a penalty of 0.03% per day on the relevant Consideration from the day after the agreed delivery date until actual delivery. If the Company chooses to terminate the contract, it shall notify the Vendor in writing, and both parties shall handle the matter in accordance with the relevant contract. The Vendor shall pay a late delivery penalty (calculated at 0.03% per day on the relevant Consideration from the day after the agreed delivery date until the day the Vendor refunds all payments made by the Company) and, in addition, pay the Company penalty equal to 5% of the Consideration of the relevant Property unit.

Other terms:

The Vendor has provided other customary undertakings, including that it undertakes and guarantees its legal status, full performance capability and absence of risks that could impair its obligations or lead to bankruptcy or liquidation, and that the Property will be transferred with complete and unencumbered ownership. If any legal defects or rights obstacles attributable to the seller (including but not limited to resale, judicial seizure, mortgages, liens, ownership disputes, unpaid land premiums, planning violations, incomplete inspections, or restrictions due to debts) prevent or limit the Company's ownership of the Property, the Vendor shall resolve all issues and bear all relevant legal liabilities, economic losses and costs.

As at the date of this Announcement, the Property is a pre-sale first-hand property, (i) there are no available asset value of the Property or net profit/loss attributable to the Property for the two financial years immediately preceding the Acquisition, and (ii) the consideration of the Acquisition (i.e., an aggregate price of RMB709,731,278, being derived from a unit price of approximately RMB28,158.39 per gross floor area) was determined after arm's length negotiation between the Company and the Vendor on normal commercial terms, with reference to various factors it takes into account when determining the selling price for first-hand property, including the cost of the development of the Property and the prevailing market value (including a unit price per gross floor area in the range of RMB28,000 to RMB80,000) of comparable properties in nearby locations.

The Acquisition is expected to be funded by the internal resources of the Group, without utilizing any proceeds from the Global Offering.

The Company shall enter into formal contracts in accordance with the terms and conditions of Agreements with the Vendor to confirm the parties' intentions, and subsequent registration procedures of the Acquisition shall be completed with the relevant property registration authorities in the PRC. The Board has authorized the Company's management and its designated representatives to handle all matters related to the Acquisition, including but not limited to confirming other specific terms, signing relevant documents, processing payments and completing the Property's title transfer procedures.

REASONS FOR AND BENEFITS OF THE ACQUISITION

The Company, as a chip design and research and development (R&D) enterprise registered in Shenzhen, has an ongoing need to attract R&D and various types of talent. For years, the premises used for registration, operations, R&D, and office work at the Company's Shenzhen headquarters have been leased properties, which carry risks such as rising rents, unstable lease terms and space limitations. These factors make it difficult to meet the Company's current and future needs for accelerated development, continuous recruitment of high-end talent and business growth.

The proposed Acquisition is a prudent decision made taking into account the Company's long-term development plan and market outlook, which aligns with the Company's future development needs. As the Property is intended for the Group's R&D and office purposes, once the newly acquired property is completed and put into use, it will help improve the working and R&D environment, accommodate personnel expansion driven by the Company's growing scale, retain and attract high-end talent, further enhance the Company's overall competitiveness and lay a solid foundation for long-term development. This initiative is consistent with the Company's strategic development goals. It is expected that the Acquisition will not have any material adverse impact on the Company's financial position or operating results, and there is no circumstance that would harm the Company or the Shareholders as a whole.

In view of the above, the Directors (including the independent non-executive Directors) consider that the Agreements is on normal commercial terms which are fair and reasonable, and the entering into the Agreements is in the interest of the Company and the Shareholders as a whole.

INFORMATION OF THE PARTIES

The Group

The Company is a company established under the laws of the PRC on May 21, 2010 and converted into a joint stock company with limited liability on June 22, 2020. It is principally engaged in the development and commercialization of Brushless Direct Current (BLDC) motor control and driver products and solutions.

The Vendor

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Vendor is a company established under the laws of the PRC with limited liability, which is principally engaged in industrial investment, investment consulting and real estate development and operations.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, as at the date of this announcement, (i) the Vendor is indirectly, wholly-owned by Shenzhen Qianhai Shekou Free Trade Investment Development Co., Ltd.* (深圳市前海蛇口自貿投資發展有限公司), which is owned as to (a) 50% by Shenzhen Qianhai Construction Investment Holding Group Co., Ltd.* (深圳市前海建設投資控股集團有限公司), which is in turn wholly-owned by Shenzhen Qianhai Shenzhen-Hong Kong Modern Service Industry Cooperation Zone Authority* (深圳市前海深港現代服務業合作區管理局), and (b) 50% by Shenzhen Merchants Qianhai Industrial Development Co., Ltd.* (深圳市招商前海實業發展有限公司), which is in turn owned, directly and indirectly, as to approximately 86% by China Merchants Shekou Industrial Zone Holdings Co., Ltd.* (招商局蛇口工業區控股股份有限公司), whose A shares are listed on Shenzhen Stock Exchange (stock code: 001979); and (ii) each of the Vendor and its ultimate beneficial owner is Independent Third Party.

LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Acquisition exceeds 5% but all of them are less than 25%, the Acquisition constitutes a discloseable transaction of the Company under Chapter 14 the Listing Rules and is subject to the reporting and announcement requirements under the Listing Rules.

As the formal contracts for the Acquisition have not been signed and given that the Acquisition involves pre-sale units subject to construction timelines, with inspection and delivery requiring approval from relevant authorities, there is uncertainty as to whether the Acquisition will proceed as contemplated. The Company will continue to fulfill its information disclosure and compliance obligations in time as and required in accordance with applicable laws and regulations, including the Listing Rules. **Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company and, if in doubt about their position, should consult their professional advisers.**

DEFINITIONS

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

“A Share(s)”	ordinary share(s) issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the STAR Market
“Acquisition”	the proposed acquisition by the Company from the Vendor of the Property
“Agreements”	principal terms of the Shenzhen commodity housing agreements to be entered into between the Company and the Vendor in respect of the Acquisition approved by the Board on December 25, 2025, comprising agreements for each of forty pre-sale units of the Property and an agreement for one existing-sale unit of the Property; and “Agreement” shall mean any one of them
“Board”	the board of Directors
“Company”	Fortior Technology (Shenzhen) Co., Ltd. (峰昭科技(深圳)股份有限公司), a company established under the laws of the PRC on May 21, 2010 and converted into a joint stock company with limited liability on June 22, 2020, the H Shares and the A Shares of which are listed on the Main Board of the Hong Kong Stock Exchange (Stock Code: 1304) and the STAR Market (Stock Code: 688279), respectively

“Completion”	completion of the Acquisition
“Consideration”	the consideration in the aggregate amount of approximately RMB709,731,278 (inclusive of value-added tax but exclusive of any other taxes and fees arising from the Acquisition, which shall be borne by respective parties in accordance with applicable laws and regulations) to be paid by the Company to the Vendor in respect of the Acquisition, comprising a total price of RMB691,883,389 for the pre-sale units and RMB17,847,889 for the existing-sale unit
“Delivery Date”	has the meaning ascribed to it in this announcement
“Director(s)”	director(s) of the Company
“Global Offering”	has the meaning ascribed to it under the prospectus of the Company published on June 30, 2025
“Group”	the Company and its subsidiaries
“H Share(s)”	overseas listed foreign shares in the share capital of the Company, with a nominal value of RMB1.00 each, which are subscribed for and traded in Hong Kong dollars and listed on the Stock Exchange
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	the third party(ies) independent of the Company and its connected persons (as defined in the Listing Rules)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“percentage ratio(s)”	has the meaning ascribed to it under the Listing Rules
“PRC”	the People’s Republic of China
“Property”	Block 1, Runrong Tower (Phase 2), the commodity housing to be constructed on land parcel T102-0482 located in 02 Jiefang, Unit 15, Mawan, Qianhai Shenzhen-Hong Kong Cooperation Zone, Nanshan, Qianhai, Shenzhen, the PRC, with 32 office property titles and 9 commercial properties titles

“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	ordinary share(s) in the capital of our Company with a nominal value of RMB1.00 each, comprising A Shares and H Shares
“Shareholder(s)”	holders of the Shares from time to time
“STAR Market”	The Science and Technology Innovation Board of the Shanghai Stock Exchange (上海證券交易所科創板)
“Stock Exchange” or “Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Vendor”	Shenzhen Qianhai Shekou Qidi Industrial Co., Ltd.* (深圳市前海蛇口啟迪實業有限公司), a company established under the laws of the PRC with limited liability
“%”	per cent

By Order of the Board
Fortior Technology (Shenzhen) Co., Ltd.
BI Lei
Chairman of the Board

* *for identification purposes only*

Hong Kong, December 25, 2025

As of the date of this announcement, the Directors are: (i) Mr. BI Lei and Dr. BI Chao as executive Directors, and (ii) Dr. LIN Mingyao, Dr. NIU Shuangxia and Mr. CHEN Jingyang as independent non-executive Directors.