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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE TO  
TENDER OFFER STATEMENT  
UNDER SECTION 14(d)(1) OR 13(e)(1)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**HIGH TEMPLAR TECH LIMITED**

*(Name of Subject Company (Issuer) and Filing Person (as Offeror))*

**American Depositary Shares**

*(Title of Class of Securities)*

**747798106**

*(CUSIP Number of Class of Securities)*

**Min Luo, Chairman and Chief Executive Officer**

**Telephone: +86-592-317-2318**

**Email: [ir@hightemplar.com](mailto:ir@hightemplar.com)**

**No. 101, Meishe Road, Meilin Street**

**Tongan District, Xiamen, Fujian Province**

**China**

*(Name, address and telephone number of person authorized  
to receive notices and communications on behalf of filing persons)*

**With copies to:**

**Yi Gao  
Simpson Thacher & Bartlett  
35th Floor, ICBC Tower  
Hong Kong, China  
(852) 2514-7600**

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John O'Connell  
Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
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One Liberty Plaza  
New York, NY 10006  
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Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

- Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
  - Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)
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## INTRODUCTORY STATEMENT

This Tender Offer Statement on Schedule TO relates to the offer by High Templar Tech Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (“High Templar Tech” or the “Company”), to purchase up to 39 million American Depositary Shares (the “ADSs”) of the Company, each representing one Class A ordinary share, par value US\$0.0001 per share, at a price not greater than US\$3.20 nor less than US\$2.80 per ADS, as set forth in the Offer to Purchase (defined below), to the seller in cash, less any applicable withholding taxes, and without interest. The Company’s offer is being made upon the terms and subject to the conditions set forth in the Offer to Purchase, dated May 26, 2026 (together with any amendments or supplements thereto, the “Offer to Purchase”), the related Letter of Transmittal (together with any amendments or supplements thereto, the “Letter of Transmittal”) and other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and the Letter of Transmittal, the “Tender Offer”). This Tender Offer Statement on Schedule TO is intended to satisfy the reporting requirements of Rule 13e-4(c)(2) under the Securities Exchange Act of 1934, as amended.

The information in the Offer to Purchase and the Letter of Transmittal, copies of which are filed with this Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively, are incorporated by reference in answer to Items 1 through 11 in this Tender Offer Statement on Schedule TO.

### **Item 1. Summary Term Sheet.**

The information set forth in the section captioned “Summary Term Sheet” of the Offer to Purchase, a copy of which is filed with this Schedule TO as Exhibit (a)(1)(A), is incorporated herein by reference.

### **Item 2. Subject Company Information.**

(a) *Name and Address.* The name of the subject company (which is also the issuer) is High Templar Tech Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands. The Company’s principal executive offices are located at No. 101, Meishe Road, Meilin Street, Tongan District, Xiamen, Fujian Province, the People’s Republic of China. The Company’s phone number is +(86) 592-317-2318. The information set forth in Section 10 (“Certain Information Concerning the Company”) of the Offer to Purchase is incorporated herein by reference.

(b) *Securities.* The information set forth in the section of the Offer to Purchase captioned “Introduction” is incorporated herein by reference.

(c) *Trading Market and Price.* The information set forth in the section captioned “Introduction” in the Offer to Purchase and Section 8 (“Price Range of ADSs; Dividends”) of the Offer to Purchase is incorporated herein by reference.

### **Item 3. Identity and Background of Filing Person.**

(a) *Name and Address.* The name of the filing person is High Templar Tech Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands, which is also the subject company. The information set forth in Section 10 (“Certain Information Concerning the Company”) and Section 11 (“Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the ADSs”) of the Offer to Purchase and in Schedule I to the Offer to Purchase is incorporated herein by reference.

### **Item 4. Terms of the Transaction.**

(a) *Material Terms.* The information set forth in the sections of the Offer to Purchase captioned “Introduction” and “Summary Term Sheet,” and in Section 1 (“Number of ADSs; Price; Proration”), Section 2 (“Purpose of the Offer; Certain Effects of the Offer; Plans and Proposals”), Section 3 (“Procedures for Tendering ADSs”), Section 4 (“Withdrawal Rights”), Section 5 (“Purchase of ADSs and Payment of Purchase Price”), Section 6 (“Conditional Tender of ADSs”), Section 7 (“Conditions of the Offer”), Section 9 (“Source and Amount of Funds”), Section 11 (“Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the ADSs”), Section 12 (“Certain Legal Matters; Regulatory Approvals”),

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Section 13 (“Certain U.S. Federal Income Tax Consequences”), Section 14 (“Extension of the Offer; Termination; Amendment”) and Section 16 (“Miscellaneous”) of the Offer to Purchase is incorporated herein by reference.

(b) *Purchases.* The information set forth in Section 11 (“Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the ADSs”) of the Offer to Purchase is incorporated herein by reference.

**Item 5. *Past Contacts, Transactions, Negotiations and Agreements.***

(e) *Agreements Involving the Subject Company’s Securities.* The information set forth in Section 11 (“Interests of Directors and Executive Officers, Transactions and Arrangements Concerning the ADSs”) of the Offer to Purchase is incorporated herein by reference.

**Item 6. *Purposes of the Transaction and Plans or Proposals.***

(a) *Purposes.* The information set forth in the section of the Offer to Purchase captioned “Summary Term Sheet” and Section 2 (“Purpose of the Offer; Certain Effects of the Offer; Plans and Proposals”) of the Offer to Purchase is incorporated herein by reference.

(b) *Use of Securities Acquired.* The information set forth in Section 2 (“Purpose of the Offer; Certain Effects of the Offer; Plans and Proposals”) of the Offer to Purchase is incorporated herein by reference.

(c) *Plans.* The information set forth in Section 2 (“Purpose of the Offer; Certain Effects of the Offer; Plans and Proposals”) of the Offer to Purchase is incorporated herein by reference.

**Item 7. *Source and Amount of Funds or Other Consideration.***

(a) *Source of Funds.* The information set forth in the section of the Offer to Purchase captioned “Summary Term Sheet” and Section 9 (“Source and Amount of Funds”) of the Offer to Purchase is incorporated herein by reference.

(b) *Conditions.* The information set forth in the section of the Offer to Purchase captioned “Summary Term Sheet” and Section 9 (“Source and Amount of Funds”) of the Offer to Purchase is incorporated herein by reference.

(d) *Borrowed Funds.* The information set forth in the section of the Offer to Purchase captioned “Summary Term Sheet” and Section 9 (“Source and Amount of Funds”) of the Offer to Purchase is incorporated herein by reference.

**Item 8. *Interest in Securities of the Subject Company.***

(a) *Securities Ownership.* The information set forth in Section 11 (“Interests of Directors and Executive Officers, Transactions and Arrangements Concerning the ADSs”) of the Offer to Purchase is incorporated herein by reference.

(b) *Securities Transactions.* The information set forth in Section 11 (“Interests of Directors and Executive Officers, Transactions and Arrangements Concerning the ADSs”) of the Offer to Purchase is incorporated herein by reference.

**Item 9. *Persons/Assets, Retained, Employed, Compensated or Used.***

(a) *Solicitation or Recommendation.* The information set forth in Section 15 (“Fees and Expenses”) of the Offer to Purchase is incorporated herein by reference.

**Item 10. *Financial Statements.***

(a)–(b) Not applicable.

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**Item 11. *Additional Information.***

(a) *Agreements, Regulatory Requirements and Legal Proceedings.* The information set forth in Section 2 (“Purpose of the Offer; Certain Effects of the Offer; Plans and Proposals”), Section 10 (“Certain Information Concerning the Company”), Section 11 (“Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the ADSs”) and Section 12 (“Certain Legal Matters; Regulatory Approvals”) in the Offer to Purchase is incorporated herein by reference.

(c) *Other Material Information.* The information in the Offer to Purchase and the related Letter of Transmittal, copies of which are filed with this Schedule TO as Exhibits (a)(1)(i) and (a)(1)(ii), respectively, are incorporated herein by reference.

**Item 12. *Exhibits.***

See the Exhibit Index immediately following the signature page.

**Item 13. *Information Required by Schedule 13E-3.***

Not applicable.

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**SIGNATURE**

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: May 26, 2026

**HIGH TEMPLAR TECH LIMITED**

By: /s/ Min Luo

\_\_\_\_\_  
Name: Min Luo

Title: Chairman and Chief Executive Officer

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## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
(a)(1)(A)	<a href="#"><u>Offer to Purchase, dated May 26, 2026.</u></a>
(a)(1)(B)	<a href="#"><u>Letter of Transmittal.</u></a>
(a)(1)(C)	<a href="#"><u>Notice of Guaranteed Delivery.</u></a>
(a)(1)(D)	<a href="#"><u>Letter to Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees.</u></a>
(a)(1)(E)	<a href="#"><u>Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees.</u></a>
(a)(1)(F)	<a href="#"><u>Summary Advertisement, dated May 26, 2026.</u></a>
(a)(5)(A)	<a href="#"><u>Press release announcing the commencement of the Offer, dated May 26, 2026.</u></a>
(d)(1)	<a href="#"><u>Form of Deposit Agreement (incorporated herein by reference to Exhibit (a) to the registration statement on Form F-6 (File No. 333-220779) filed with the Securities and Exchange Commission on October 3, 2017 with respect to American depository shares representing our Class A ordinary shares).</u></a>
(d)(2)	<a href="#"><u>Qudian Inc. 2016 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.3 to the registration statement on Form F-1 (File No. 333-220511), as amended, initially filed with the Securities and Exchange Commission on September 18, 2017).</u></a>
(d)(3)	<a href="#"><u>Amendment No. 1 to Qudian Inc. 2016 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.4 to the registration statement on Form F-1 (File No. 333-220511), as amended, initially filed with the Securities and Exchange Commission on September 18, 2017).</u></a>
(d)(4)	<a href="#"><u>Amendment No. 2 to Qudian Inc. 2016 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.5 to the registration statement on Form F-1 (File No. 333-220511), as amended, initially filed with the Securities and Exchange Commission on September 18, 2017).</u></a>
(d)(5)	<a href="#"><u>Trust Deed Constituting Qudian Inc. Equity Incentive Trust, dated December 30, 2016, between Qudian Inc. and Ark Trust (Hong Kong) Limited (incorporated herein by reference to Exhibit 10.37 to the registration statement on Form F-1 (File No. 333-220511), as amended, initially filed with the Securities and Exchange Commission on September 18, 2017).</u></a>
(d)(6)	<a href="#"><u>Form of Indemnification Agreement between the Registrant and its directors and executive officers (incorporated herein by reference to Exhibit 10.1 to the registration statement on Form F-1 (File No. 333-220511), as amended, initially filed with the Securities and Exchange Commission on September 18, 2017).</u></a>
(d)(7)	<a href="#"><u>Form of Employment Agreement between the Registrant and its executive officers (incorporated herein by reference to Exhibit 10.2 to the registration statement on Form F-1 (File No. 333-220511), as amended, initially filed with the Securities and Exchange Commission on September 18, 2017).</u></a>
107	<a href="#"><u>Filing Fee Table.</u></a>

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**Offer to Purchase for Cash  
By  
High Templar Tech Limited  
of**

**Up to 39,000,000 of its American Depositary Shares  
At a Purchase Price not less than US\$2.80  
nor greater than US\$3.20 per American Depositary Share  
CUSIP: 747798106**

**THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE  
AT 5:00 P.M. NEW YORK CITY TIME, JUNE 24, 2026,  
UNLESS THE OFFER IS EXTENDED OR WITHDRAWN (SUCH DATE, AS IT MAY  
BE EXTENDED, THE “EXPIRATION DATE”).**

High Templar Tech Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Company,” “High Templar Tech,” “we,” “our” or “us”), invites our securityholders to tender up to 39 million American Depositary Shares (the “ADSs”) of the Company, each representing one Class A ordinary share, par value US\$0.0001 per share (the “Class A Ordinary Shares”), for purchase by us at a price calculated as described herein that is not less than US\$2.80 and not greater than US\$3.20 per ADS to the seller in cash, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements thereto, the “Offer to Purchase”), in the related Letter of Transmittal (together with any amendments or supplements thereto, the “Letter of Transmittal”) and in other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and Letter of Transmittal, the “Offer”).

Upon the terms and subject to the conditions of the Offer, we will determine a single per ADS price (the “Purchase Price”) that we will pay for ADSs properly tendered and not properly withdrawn, taking into account the total number of ADSs tendered and the prices specified, or deemed specified, by tendering securityholders. The Purchase Price will be the lowest price per ADS (in increments of US\$0.05) of not less than US\$2.80 and not greater than US\$3.20 that will enable us to purchase the number of ADSs sought in the Offer or, if a lesser number of ADSs is properly tendered, all ADSs that are properly tendered and not properly withdrawn. All ADSs acquired in the Offer will be acquired at the Purchase Price, including those ADSs tendered at a price lower than the Purchase Price. However, because of the “Odd Lot” priority, proration and conditional tender provisions described in this Offer to Purchase, fewer than all of the ADSs tendered at or below the Purchase Price may be purchased if more than the number of ADSs the Company seeks are properly tendered and not properly withdrawn. ADSs tendered but not purchased in the Offer will be returned to the tendering securityholders at the Company’s expense promptly after the Expiration Date. See Section 1 and Section 3.

In the event that more than 39 million ADSs are properly tendered in the Offer, we may exercise our right to increase the number of ADSs sought in the Offer by an amount not exceeding 2% of our outstanding ADSs without extending the Expiration Date. We also expressly reserve the right, in our sole discretion, to amend the Offer to purchase additional ADSs, subject to applicable law. See Section 1. The Offer is not conditioned on the receipt of financing or any minimum number of ADSs being tendered. The Offer is, however, subject to certain other conditions. See Section 7.

As of March 31, 2026, we had 91,792,332 Class A Ordinary Shares represented by ADSs and 63,491,172 Class B ordinary shares, par value US\$0.0001 per share (the “Class B Ordinary Shares”) issued and outstanding, excluding (i) ordinary shares represented by ADSs repurchased by the Company which remain in issue and registered in the name of Deutsche Bank Trust Company Americas, the Company’s ADS depositary (the “ADS Depositary”), (ii) ordinary shares issuable upon the exercise of outstanding share options and (iii) ordinary shares reserved for future issuance under our share incentive plan. If the Offer is fully subscribed, it would represent approximately 42.5% of our outstanding ADSs. No Class B Ordinary Shares will be tendered or purchased in the Offer and Qufenqi (as defined herein) is the only shareholder of record of such shares.

**THE OFFER IS NOT CONDITIONED ON THE RECEIPT OF FINANCING OR ANY MINIMUM NUMBER OF ADSS BEING TENDERED. THE OFFER IS, HOWEVER, SUBJECT TO CERTAIN OTHER CONDITIONS. SEE SECTION 7.**

The ADSs are listed and traded on the New York Stock Exchange (“NYSE”) under the symbol “HTT.” On May 22, 2026, the last full trading day prior to the commencement of the Offer, the last reported sale price of the ADSs on NYSE was US\$2.44 per ADS. **Securityholders are urged to obtain current market quotations for the ADSs before deciding whether and at what purchase price or purchase prices to tender their ADSs. See Section 8. There is currently no public market for our Class A Ordinary Shares.**

**OUR BOARD OF DIRECTORS HAS AUTHORIZED US TO MAKE THE OFFER. HOWEVER, NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD OF DIRECTORS, DEUTSCHE BANK SECURITIES INC., THE DEALER MANAGER FOR THE OFFER (THE “DEALER MANAGER”), D.F. KING & CO., INC., THE INFORMATION AGENT FOR THE OFFER (THE “INFORMATION AGENT”) OR EQUINITI TRUST COMPANY, LLC, THE DEPOSITARY (THE “DEPOSITARY”) FOR THE OFFER, MAKES ANY RECOMMENDATION TO YOU AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR ADSS OR AS TO THE PURCHASE PRICE OR PURCHASE PRICES AT WHICH YOU MAY CHOOSE TO TENDER ADSS. NEITHER WE NOR ANY MEMBER OF OUR BOARD OF DIRECTORS, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY HAS AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION WITH RESPECT TO THE OFFER. YOU MUST MAKE YOUR OWN DECISION AS TO WHETHER TO TENDER YOUR ADSS AND, IF SO, HOW MANY ADSS TO TENDER AND THE PURCHASE PRICE OR PURCHASE PRICES AT WHICH YOU WILL TENDER THEM. WE RECOMMEND THAT YOU CONSULT YOUR OWN FINANCIAL AND TAX ADVISORS, AND READ CAREFULLY AND EVALUATE THE INFORMATION IN THIS OFFER TO PURCHASE AND IN THE LETTER OF TRANSMITTAL, INCLUDING OUR REASONS FOR AND EFFECTS OF MAKING THE OFFER, BEFORE TAKING ANY ACTION WITH RESPECT TO THE OFFER. SEE SECTION 2.**

**THE OFFER HAS NOT BEEN APPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR ANY STATE SECURITIES COMMISSION NOR HAS THE SEC OR ANY STATE SECURITIES COMMISSION PASSED UPON THE FAIRNESS OR MERITS OF THE OFFER OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS OFFER TO PURCHASE AND ANY RELATED DOCUMENTS, AND ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE.**

**If you have questions or need assistance, you should contact the Information Agent or the Dealer Manager at their addresses and telephone numbers set forth on the back cover of this Offer to Purchase. If you require additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery or other related materials, you should contact the Information Agent.**

**The Dealer Manager for the Offer is:  
Deutsche Bank Securities Inc.  
Offer to Purchase dated May 26, 2026**

**IMPORTANT**

If you want to tender all or any portion of your ADSs, you must do one of the following before the Offer expires at 5:00 P.M., New York City time, on June 24, 2026 (unless the Offer is extended):

- if your ADSs are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, contact the nominee and request that the nominee tender your ADSs for you. Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for participation in the Offer. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer;
- if you hold American Depositary Receipts (“ADRs”) evidencing your ownership of ADSs or hold ADSs in book-entry form as a registered holder, complete and sign a Letter of Transmittal according to its instructions and deliver it, together with any required signature guarantees, the ADRs evidencing your ADSs, if applicable, and any other documents required by the Letter of Transmittal, to Equiniti Trust Company, LLC, the Depository for the Offer, at one of the addresses shown on the back cover of this Offer to Purchase;
- if you are an institution participating in The Depository Trust Company, which we call the “Book-Entry Transfer Facility” in this Offer to Purchase, tender your ADSs according to the procedures for book-entry transfer described in Section 3; or

If you wish to tender your ADSs, but (a) your ADRs evidencing the ADSs are not immediately available, or cannot be delivered to the Depository by the Expiration Date, (b) you cannot comply with the procedure for book-entry transfer by the Expiration Date, or (c) your other required documents cannot be delivered to the Depository by the Expiration Date, you can still tender your ADSs if you comply with the guaranteed delivery procedures described in Section 3.

If you are a holder of Class A Ordinary Shares, you may tender your Class A Ordinary Shares only if and to the extent that you first deposit such Class A Ordinary Shares with Deutsche Bank Trust Company Americas, the ADS Depository, in exchange for ADSs. If you are a holder of Class B Ordinary Shares, you may tender your Class B Ordinary Shares only if and to the extent that you first convert your Class B Ordinary Shares into Class A Ordinary Shares on a share-for-share basis and then deposit such Class A Ordinary Shares with the ADS Depository in exchange for ADSs. If you are a holder of vested stock options, you may exercise your vested options and receive Class A Ordinary Shares, subject to the terms of our 2016 Equity Incentive Plan (“Share Incentive Plan”) and the award agreement pursuant to which such options were granted. You may deposit such Class A Ordinary Shares with the ADS Depository in exchange for ADSs, and tender any of the ADSs. You must exercise your options, and exchange your Class A Ordinary Shares, as applicable, sufficiently in advance of the Expiration Date to receive your ADSs in time to tender them. An exercise of an option cannot be revoked even if ADSs received upon the exercise thereof and tendered in the Offer are not purchased in the Offer for any reason.

We are not making the Offer to, and will not accept any tendered shares from, holders of ADSs in any jurisdiction or in any circumstances where it would be illegal to do so, provided that we will comply with the requirements of Rule 13e-4(f)(8) promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). However, we may, at our discretion, take any actions necessary for us to make the Offer to holders of ADSs in any such jurisdiction. In any jurisdiction where the securities or blue sky laws require the Offer to be made by a licensed broker or dealer, the Offer is being made on our behalf by the Dealer Manager or one or more registered brokers or dealers, which are licensed under the laws of such jurisdiction.

You may contact the Information Agent, the Dealer Manager or your broker, dealer, commercial bank, trust company or other nominee for assistance. The contact information for the Information Agent and the Dealer Manager is set forth on the back cover of this Offer to Purchase.

**OUR BOARD OF DIRECTORS HAS AUTHORIZED US TO MAKE THE OFFER. HOWEVER, NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD OF DIRECTORS, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY HAS MADE ANY**

**RECOMMENDATION AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR ADSS OR AS TO THE PURCHASE PRICE OR PURCHASE PRICES AT WHICH YOU MAY CHOOSE TO TENDER ADSS. NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD OF DIRECTORS, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY HAS AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION ON OUR BEHALF AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR ADSS OR AS TO THE PURCHASE PRICE OR PURCHASE PRICES AT WHICH YOU MAY CHOOSE TO TENDER ADSS. NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD OF DIRECTORS, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY HAS AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE OFFER OTHER THAN THOSE CONTAINED IN THIS OFFER TO PURCHASE OR IN THE LETTER OF TRANSMITTAL. YOU SHOULD NOT RELY ON ANY RECOMMENDATION, OR ANY SUCH REPRESENTATION OR INFORMATION, AS HAVING BEEN AUTHORIZED BY US, ANY MEMBER OF OUR BOARD OF DIRECTORS, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY.**

**THE STATEMENTS MADE IN THIS OFFER TO PURCHASE ARE MADE AS OF THE DATE ON THE COVER PAGE, AND THE STATEMENTS INCORPORATED BY REFERENCE ARE MADE AS OF THE DATE OF THE DOCUMENTS INCORPORATED BY REFERENCE. THE DELIVERY OF THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL SHALL NOT UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN OR INCORPORATED BY REFERENCE IS CORRECT AS OF A LATER DATE OR THAT THERE HAS NOT BEEN ANY CHANGE IN SUCH INFORMATION OR IN OUR AFFAIRS SINCE SUCH DATES.**

The Dealer Manager is acting exclusively for the Company and no one else in connection with this Offer to Purchase and the Offer and will not regard any other person (whether or not a recipient of this Offer to Purchase) as its client in relation to this Offer to Purchase or the Offer and accordingly will not be responsible to anyone other than the Company for providing the protections afforded to its clients, or for providing advice in connection with the Offer, the contents of this Offer to Purchase or any other transaction, arrangement or other matter referred to in this Offer to Purchase as relevant. Neither the Dealer Manager nor any persons associated or affiliated with the Dealer Manager accepts any responsibility whatsoever or makes any warranty or representation, express or implied, in relation to the contents of this Offer to Purchase, including its accuracy, completeness or verification, or for any other statement made or purported to be made by or on behalf of it, the Company or the Company's directors in connection with the Company and/or the Offer, and the Dealer Manager accordingly disclaims, to the fullest extent permitted by law, any and all liability whatsoever, whether arising in tort, contract or otherwise (save as referred to above) which it might otherwise be found to have in respect of this Offer to Purchase or any such statement.

Rule 13e-4(f) under the Exchange Act prohibits us from purchasing any ADSs other than in the Offer until at least ten business days after the Expiration Date. Accordingly, any additional purchases outside of the Offer may not be consummated until at least ten business days after the Expiration Date. After completing the Offer, we may consider various forms of share repurchases, including open market purchases, tender offers, privately negotiated transactions and/or accelerated share repurchases after taking into account our results of operations, financial position and capital requirements, general business conditions, legal, tax and regulatory constraints or restrictions and other factors we deem relevant.

## TABLE OF CONTENTS

	<u>Page</u>
<u>SUMMARY TERM SHEET</u>	<u>1</u>
<u>FORWARD-LOOKING STATEMENTS</u>	<u>10</u>
<u>INTRODUCTION</u>	<u>11</u>
<u>THE OFFER</u>	<u>13</u>
<u>1. Number of ADSs; Purchase Price; Proration</u>	<u>13</u>
<u>2. Purpose of the Offer; Certain Effects of the Offer; Plans and Proposals</u>	<u>16</u>
<u>3. Procedures for Tendering ADSs</u>	<u>18</u>
<u>4. Withdrawal Rights</u>	<u>22</u>
<u>5. Purchase of ADSs and Payment of Purchase Price</u>	<u>23</u>
<u>6. Conditional Tender of ADSs</u>	<u>24</u>
<u>7. Conditions of the Offer</u>	<u>25</u>
<u>8. Price Range of ADSs; Dividends</u>	<u>27</u>
<u>9. Source and Amount of Funds</u>	<u>28</u>
<u>10. Certain Information Concerning the Company</u>	<u>28</u>
<u>11. Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the ADSs</u>	<u>29</u>
<u>12. Certain Legal Matters; Regulatory Approvals</u>	<u>32</u>
<u>13. Certain Tax Consequences</u>	<u>32</u>
<u>14. Extension of the Offer; Termination; Amendment</u>	<u>37</u>
<u>15. Fees and Expenses</u>	<u>38</u>
<u>16. Miscellaneous</u>	<u>39</u>

## SUMMARY TERM SHEET

*We are providing this summary term sheet for your convenience. The information contained in this Summary Term Sheet is a summary only and is not meant to be a substitute for the more detailed description and information contained in the remainder of this Offer to Purchase, the Letter of Transmittal, and the other related materials that constitute a part of the Offer. To understand the Offer fully and for a more complete description of the terms of the Offer, we urge you to read carefully this Offer to Purchase, the Letter of Transmittal and the other related materials that constitute part of the Offer in their entirety. We have included references to the sections of this Offer to Purchase where you will find a more complete description of the topics in this summary.*

### **Who is offering to purchase my ADSs?**

The issuer of the ADSs, High Templar Tech Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands, which we refer to as the “Company,” “High Templar Tech,” “we,” “our” or “us,” is offering to purchase the ADSs. See Section 1.

### **What is High Templar Tech offering to purchase?**

We are offering to purchase up to 39 million ADSs. See Section 1.

In accordance with the rules of the SEC, if more than 39 million ADSs are tendered in the Offer, we may increase the number of ADSs accepted for payment in the Offer by no more than 2% of the outstanding ADSs without extending the Expiration Date. We also expressly reserve the right to purchase additional ADSs in the Offer, subject to applicable law. The Offer is not conditioned on the receipt of financing or any minimum number of ADSs being tendered. The Offer is, however, subject to certain other conditions. See Section 7.

### **What is the purpose of the Offer?**

We believe that the repurchase of ADSs pursuant to the Offer will allow us to return value to our securityholders and is a prudent use of our financial resources and that a prompt deployment of our investable cash for this purpose is in the best interests of our securityholders. The Offer provides a mechanism for completing a sizeable repurchase of ADSs more rapidly than would be possible through open market repurchases.

The modified Dutch auction tender offer set forth in this Offer to Purchase provides our securityholders with the opportunity to tender all or a portion of their ADSs and thereby receive a return of some or all of their investment in the Company, if they so elect.

The Offer also provides our securityholders with an efficient way to sell their ADSs without incurring brokerage fees or commissions associated with open market sales; however, securityholders who hold ADSs through nominees are urged to consult their nominees to determine whether transaction costs may apply.

If we complete the Offer, securityholders who do not participate in the Offer will automatically increase their relative percentage ownership interest in the Company and its future operations at no additional cost to them. These securityholders will also bear the attendant risks and rewards associated with owning the equity securities of the Company. See Section 2.

### **How many ADSs will we purchase in the Offer?**

Upon the terms and subject to the conditions of the Offer, we will purchase up to 39 million ADSs in the Offer or a lower amount depending on the number of ADSs properly tendered and not properly withdrawn pursuant to the Offer.

In accordance with the rules of the SEC, if more than 39 million ADSs are properly tendered in the Offer, we may increase the number of ADSs accepted for payment in the Offer by no more than 2% of the outstanding ADSs without extending the Offer. See Section 1. We also expressly reserve the right to purchase additional ADSs in the Offer, subject to applicable law. The Offer is not conditioned on the receipt of financing or any minimum number of ADSs being tendered. The Offer is, however, subject to certain other conditions. See Section 7.

### **What will be the purchase price for the ADSs and what will be the form of payment?**

We are conducting the Offer through a procedure commonly called a “modified Dutch auction.” This procedure allows you to select the price (in increments of US\$0.05), within a price range specified by us, at which you are willing to tender your ADSs. The price range for the Offer is US\$2.80 to US\$3.20 per ADS. We will select the single lowest purchase price (in increments of US\$0.05) that will enable us to purchase the number of ADSs sought in the Offer or, if a lesser number of ADSs is properly tendered, all ADSs that are properly tendered and not properly withdrawn, subject to the “Odd Lot” priority, proration and conditional tender provisions described herein. All ADSs that we purchase will be purchased at the Purchase Price, even if you have selected a purchase price lower than the Purchase Price, but we will not purchase any ADSs tendered at a price above the Purchase Price.

If you wish to maximize the chance that we will purchase your ADSs, you should check the box in the section entitled “ADSs Tendered At Price Determined Under The Offer” in the section of the Letter of Transmittal captioned “Price (In Dollars) Per ADS At Which ADSs Are Being Tendered,” indicating that you will accept the Purchase Price (a “Purchase Price Tender”). If you agree to make a Purchase Price Tender, your ADSs will be deemed to be tendered at the minimum price of US\$2.80 per ADS, which is the low end of the price range in the Offer. **You should understand that this election may have the effect of lowering the Purchase Price and could result in your ADSs being purchased at the minimum price of US\$2.80 per ADS (and result in you receiving a purchase price per ADS as low as US\$2.80, the low end of the price range in the Offer, less any applicable withholding taxes and without interest), and this minimum price could be below the last reported sale price of the ADSs on the NYSE on the Expiration Date.** Securityholders are urged to obtain current market quotations for the ADSs before deciding whether, and at what purchase price or purchase prices, to tender their ADSs. See Section 8.

If we purchase your ADSs in the Offer, on the terms and subject to the conditions of the Offer (including the “Odd Lot” priority, proration and conditional tender provisions), we will pay you the Purchase Price in cash, less any applicable withholding taxes and without interest, promptly after the Expiration Date. See Sections 1 and 5. Under no circumstances will we pay interest on the Purchase Price, even if there is a delay in making payment.

### **How will we pay for the ADSs?**

If the Offer is fully subscribed and we purchase all 39 million ADSs, and if the Purchase Price is determined to be US\$2.80 per ADS, we expect that the aggregate purchase price for the ADSs in the Offer will be approximately US\$109.2 million. If the Offer is fully subscribed and we purchase all 39 million ADSs, and if the Purchase Price is determined to be US\$3.20 per ADS, we expect that the aggregate purchase price for the ADSs in the Offer will be approximately US\$124.8 million. We expect that our fees and expenses related to the Offer will be approximately US\$3.0 million, exclusive of disbursement.

We intend to pay for the ADSs and fees and expenses applicable to the Offer with cash on hand, and, accordingly, no alternative financing plan is required. See Section 1.

### **How long do I have to tender my ADSs?**

You may tender your ADSs until the Offer expires. The Offer will expire at 5:00 P.M., New York City time, on June 24, 2026, unless we extend or terminate the Offer. When used together with a specific time, the term Expiration Date refers to the date and time at which the Offer expires. See Section 1. We may choose to extend the Offer at any time and for any reason, subject to applicable laws. We cannot assure you, however, that we will extend the Offer or, if we extend it, for how long. See Section 1 and Section 14. Further, if you cannot deliver everything that is required in order to make a valid tender by the Expiration Date, you may be able to use a guaranteed delivery procedure as described in this Offer to Purchase. See Section 3.

Beneficial owners holding their ADSs through a broker, dealer, commercial bank, trust company or other nominee should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for you to instruct it to accept the Offer on your behalf. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must

take action in order to participate in the Offer. We urge you to contact the broker, dealer, commercial bank, trust company or other nominee that holds your ADSs to find out its deadline. See Section 3.

**Can the Offer be extended, amended or terminated, and if so, under what circumstances?**

Yes. We can extend or amend the Offer in our sole discretion at any time, subject to applicable laws. We may, however, decide not to extend the Expiration Date for the Offer. If we extend the Expiration Date for the Offer, we cannot indicate, at this time, the length of any extension that we may provide. In any event, if we extend the Expiration Date for the Offer, we will delay the acceptance of any ADSs that have been tendered, and any ADSs that have been previously tendered may be withdrawn up until the Expiration Date, as so extended. See Section 14. We can also amend or terminate the Offer under certain circumstances and subject to applicable law. See Section 7.

**How will I be notified if you extend the Offer or amend the terms of the Offer?**

If we extend the Offer, we will issue a press release not later than 9:00 a.m., New York City time, on the first business day after the previously scheduled Expiration Date. If we extend the Offer, you may withdraw your ADSs until the Expiration Date, as extended. We will announce any amendment to the Offer by making a public announcement of the amendment. In the event that the terms of the Offer are amended, we will file an amendment to the Schedule TO describing the amendment to the Offer. See Section 14.

**Are there any conditions to the Offer?**

Yes. Our obligation to accept for payment and pay for your tendered ADSs depends upon a number of conditions that must be satisfied in our reasonable judgment or waived on or prior to the Expiration Date, including:

- there has been any action threatened in writing, pending or taken, including any settlement, or any approval withheld, or any statute, rule, regulation, judgment, order or injunction invoked, proposed, sought, promulgated, enacted, entered, amended, enforced or deemed to be applicable to the Offer or us or any of our subsidiaries, including any settlement, by any court, government or governmental, regulatory or administrative authority, agency or tribunal, domestic, foreign or supranational, that, in our reasonable judgment, seeks to or could directly or indirectly:
  - make illegal, or delay or otherwise directly or indirectly restrain, prohibit or otherwise affect the consummation of the Offer, the acquisition of some or all of the ADSs pursuant to the Offer or otherwise relates in any manner to the Offer;
  - make the acceptance for payment of, or payment for, some or all of the ADSs illegal or otherwise restrict or prohibit consummation of the Offer;
  - delay or restrict our ability, or render us unable, to accept for payment or pay for some or all of the ADSs to be purchased pursuant to the Offer; or
  - materially and adversely affect our or our subsidiaries' or our affiliates' business, condition (financial or otherwise), income, operations or prospects, taken as a whole, or otherwise materially impair our ability to purchase some or all of the ADSs pursuant to the Offer;
- there has occurred any of the following:
  - any general suspension of trading in securities on any United States national securities exchange or in the over-the-counter market;
  - the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or the People's Republic of China ("PRC"), whether or not mandatory;
  - a material change from May 25, 2026 in United States dollars, Hong Kong dollars, or Chinese Renminbi exchange rates or a suspension of or limitation on the markets therefor, which, in our reasonable judgment, has or could materially and adversely affect our or our subsidiaries' or our affiliates' business, condition (financial or otherwise), income, operations or prospects, taken as a whole, or otherwise materially impair our ability to purchase some or all of the ADSs pursuant to the Offer;

- the commencement or escalation of war, armed hostilities or other similar national or international calamity, including, but not limited to, any outbreak of a pandemic or contagious disease, an act of terrorism, directly or indirectly involving the United States, on or after May 26, 2026, which, in our reasonable judgment, has a material adverse effect on us or makes it inadvisable for us to proceed with the Offer;
- any limitation, whether or not mandatory, by any governmental, regulatory or administrative agency or authority on, or any event that, in our reasonable judgment, could materially affect, the extension of credit by banks or other lending institutions in the United States or PRC; or
- a decrease of more than 10% in the closing market price of our ADSs measured from the close of trading on May 22, 2026, the last trading day before we commenced the Offer, to the close of trading on any other trading day during the Offer, up to and including the close of trading on the Expiration Date, or a decrease of more than 5% in the general level of market prices for equity securities in the United States or the New York Stock Exchange Index, the Dow Jones Industrial Average, the Nasdaq Global Market Composite Index or Standard & Poor's Composite Index of 500 Industrial Companies, in each case, measured from the close of trading on May 22, 2026;
- we learn that:
  - any entity, "group" (as that term is used in Section 13(d)(3) of the Exchange Act) or person has acquired or proposes to acquire beneficial ownership of more than 5% of the outstanding Class A Ordinary Shares (including Class A Ordinary Shares represented by ADSs), whether through the acquisition of shares or ADSs, the formation of a group, the grant of any option or right, or otherwise (other than as and to the extent disclosed in a Schedule 13D or Schedule 13G filed with the SEC prior to May 26, 2026);
  - any entity, group or person who has filed a Schedule 13D or Schedule 13G with the SEC prior to May 26, 2026, has acquired or proposes to acquire, whether through the acquisition of shares or ADSs, the formation of a group, the grant of any option or right, or otherwise (other than by virtue of the Offer made hereby), beneficial ownership of an additional 2% or more of the outstanding Class A Ordinary Shares (including Class A Ordinary Shares represented by ADSs);
  - any person, entity or group has filed a Notification and Report Form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, reflecting an intent to acquire us or any of the ADSs, or has made a public announcement reflecting an intent to acquire us or any of our subsidiaries or any of our or their respective assets or securities;
  - any change or changes have occurred in our or our subsidiaries' or affiliates' business, condition (financial or otherwise), properties, assets, income, operations or prospects that, in our reasonable judgment, has or could have a material adverse effect on us or any of our subsidiaries or affiliates or the benefits of the Offer to us;
  - any approval, permit, authorization, favorable review or consent of any governmental entity or other authority or any third party consent or notice required to be obtained in connection with the Offer shall not have been obtained on terms satisfactory to us in our reasonable discretion; or
  - the consummation of the Offer and the purchase of the ADSs may cause the ADSs to be delisted from NYSE or to be eligible for deregistration under the Exchange Act.

If any of the conditions in Section 7 are not satisfied, we may:

- terminate the Offer and return all tendered ADSs to the tendering securityholders;
- extend the Offer and, subject to withdrawal rights as set forth in Section 4, retain all of the ADSs until the expiration of the Offer as so extended;
- waive the condition or conditions and, subject to any requirement to extend the period of time during which the Offer is open, purchase all of the ADSs properly tendered and not properly withdrawn prior to the Expiration Date, subject to proration; or
- delay acceptance for payment or payment for ADSs, subject to applicable law, until satisfaction or waiver of the conditions to the Offer.

If we waive any of the conditions described above, we may be required to extend the Expiration Date.

For a more detailed discussion of these and other conditions to the Offer, please see Section 7.

### **How do I tender my ADSs?**

If you want to tender all or part of your ADSs, you must do one of the following by the Expiration Date:

- if your ADSs are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, contact the nominee and request that the nominee tender your ADSs for you. Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for participation in the Offer. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer;
- if you hold book-entry ADSs registered in your own name or hold ADRs evidencing your ownership of ADSs, complete and sign a Letter of Transmittal according to its instructions, and deliver it, together with any required signature guarantees and any other documents required by the Letter of Transmittal, the ADRs evidencing your ADSs, if applicable, to Equiniti Trust Company, LLC, the depository for the Offer (the “Depository”), at the address appearing on the back cover page of this Offer to Purchase; or
- if you are an institution participating in The Depository Trust Company, which we call the “Book-Entry Transfer Facility” in this Offer to Purchase, tender your ADSs according to the procedure for book-entry transfer described in Section 3.

If you wish to tender your ADSs, but (a) your ADRs evidencing the ADSs are not immediately available, or cannot be delivered to the Depository by the Expiration Date, (b) you cannot comply with the procedure for book-entry transfer by the Expiration Date, or (c) your other required documents cannot be delivered to the Depository by the Expiration Date, you can still tender your ADSs if you comply with the guaranteed delivery procedures described in Section 3.

If you are a holder of Class A Ordinary Shares, you may tender your Class A Ordinary Shares only if and to the extent that you first deposit such Class A Ordinary Shares with Deutsche Bank Trust Company Americas, the ADS Depository, in exchange for ADSs. If you are a holder of Class B Ordinary Shares, you may tender your Class B Ordinary Shares only if and to the extent that you first convert your Class B Ordinary Shares into Class A Ordinary Shares on a share-for-share basis and then deposit such Class A Ordinary Shares with the ADS Depository in exchange for ADSs. If you are a holder of vested stock options, you may exercise your vested options and receive Class A Ordinary Shares, subject to the terms of our 2016 Equity Incentive Plan (“Share Incentive Plan”) and the award agreement pursuant to which such options were granted. You may deposit such Class A Ordinary Shares with the ADS Depository in exchange for ADSs, and tender any of the ADSs. You must exercise your options, and exchange your Class A Ordinary Shares, as applicable, sufficiently in advance of the Expiration Date to receive your ADSs in time to tender them. An exercise of an option cannot be revoked even if ADSs received upon the exercise thereof and tendered in the Offer are not purchased in the Offer for any reason.

We are not making the Offer to, and will not accept any tendered ADS from, holders of ADSs in any jurisdiction or in any circumstances where it would be illegal to do so, provided that we will comply with the requirements of Rule 13e-4(f)(8) promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). However, we may, at our discretion, take any actions necessary for us to make the Offer to holders of ADSs in any such jurisdiction. In any jurisdiction where the securities or blue sky laws require the Offer to be made by a licensed broker or dealer, the Offer is being made on our behalf by the Dealer Manager or one or more registered brokers or dealers, which are licensed under the laws of such jurisdiction.

You may contact the Information Agent, the Dealer Manager or your broker, dealer, commercial bank, trust company or other nominee for assistance. The contact information for the Information Agent and the Dealer Manager is set forth on the back cover of this Offer to Purchase. See Section 3 and the Instructions to the Letter of Transmittal.

**How do holders of vested but unexercised options participate in the Offer?**

Options to purchase Class A Ordinary Shares cannot be tendered in the Offer. If you hold vested but unexercised options, you may exercise your vested options and receive Class A Ordinary Shares, which you may deposit with the Depositary in exchange for ADSs, and tender any of the ADSs, subject to our Share Incentive Plan and the award agreement pursuant to which such options were granted. You should evaluate the information included in this Offer to Purchase carefully to determine if participation would be advantageous to you based on your option exercise prices and the expiration date of your options, the range of tender prices and the provisions for pro rata purchases described in Section 1 and other considerations you may consider to be relevant. We strongly encourage optionholders to discuss the Offer with their broker and/or financial or tax advisor.

If you elect to exercise vested options and tender ADSs issued pursuant to such exercise, you must complete the exercise of such vested options sufficiently in advance of the Expiration Date in order to allow yourself adequate time to validly tender the ADSs in the Offer. Exercises of options cannot be revoked even if some or all of the ADSs received upon the exercise thereof and tendered in the Offer are not purchased pursuant to the Offer for any reason. See Section 3.

**Once I have tendered ADSs in the Offer, may I withdraw my tendered ADSs?**

ADSs tendered pursuant to the Offer may be withdrawn at any time before the Expiration Date. If, following the Expiration Date, we have not accepted for payment the ADSs you have tendered to us by 11:59 P.M., New York City time, on July 22, 2026, the 40th business day from the commencement of the Offer, you may also withdraw your ADSs at any time thereafter. See Section 4.

**How do I withdraw ADSs I previously tendered?**

If you are a registered holder of ADSs, to properly withdraw your ADSs, you must deliver on a timely basis a written notice of your withdrawal to the Depositary at one of the addresses appearing on the back cover of this Offer to Purchase. Your notice of withdrawal must specify your name, the number of ADSs to be withdrawn and the name of the registered holder of the ADSs. Some additional requirements apply if your ADSs have been tendered under the procedure for book-entry transfer set forth in Section 3. If you hold ADSs through a broker, dealer, commercial bank, trust company or similar institution, you should consult that institution on the procedures you must comply with and the time by which such procedures must be completed in order for that institution to provide a written notice of withdrawal. See Section 4.

**In what order will you purchase the tendered ADSs?**

In the event that more than 39 million ADSs (or such greater number of ADSs as we may elect to purchase, subject to applicable law) are properly tendered at or below the Purchase Price and not properly withdrawn, we will accept ADSs for purchase in the following order of priority:

- first, we will purchase Odd Lots (as defined in Section 1) of fewer than 100 ADSs at the Purchase Price from securityholders who validly tender all of their ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender) and who do not validly withdraw them before the Expiration Date (tenders of less than all of the ADSs owned, beneficially or of record, by such Odd Lot Holder (as defined in Section 1) will not qualify for this preference);
- second, after purchasing all Odd Lots that were validly tendered at or below the Purchase Price (including ADSs tendered by Purchase Price Tender), subject to the conditional tender provisions described in Section 6 (whereby a holder may specify a minimum number of such holder's ADSs that must be purchased if any such ADSs are purchased), we will purchase ADSs at the Purchase Price from all other securityholders who validly tender ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender) and who do not validly withdraw them before the Expiration Date (except for securityholders who tendered ADSs conditionally for which the condition was not satisfied), on a pro rata basis, with appropriate adjustments to avoid purchases of fractional ADSs, until we have acquired the number of ADSs that we have offered to purchase; and

- third, only if necessary to permit us to purchase the number of ADSs that we have offered to purchase, we will purchase ADSs at the Purchase Price from securityholders who have validly tendered ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender) conditionally (for which the condition was not initially satisfied) by random lot, to the extent feasible. To be eligible for purchase by random lot, securityholders whose ADSs are conditionally tendered must have validly tendered all of their ADSs at or below the Purchase Price and not validly withdrawn them before the Expiration Date.

We may not purchase all of the ADSs that you tender if over 39 million ADSs are properly tendered (and not properly withdrawn), including because of “Odd Lot” priority, proration and conditional tender provisions in this Offer to Purchase. See Section 1 and Section 6.

**Following the Offer, will you continue as a public company?**

Yes. It is a condition of our obligation to purchase ADSs pursuant to the Offer that, as a result of the consummation of the Offer, there not be a reasonable likelihood that the ADSs will be delisted from the NYSE or will be eligible for deregistration under the Exchange Act. See Section 2 and Section 7.

**What is High Templar Tech’s Board of Directors’ position on the Offer?**

Our Board of Directors has authorized us to make the Offer. However, none of the Company, the members of our Board of Directors, the Dealer Manager, the Depositary or the Information Agent makes any recommendation to you as to whether you should tender or refrain from tendering your ADSs. We cannot predict how our ADSs will trade after the Expiration Date, and it is possible that our share price will trade above the Purchase Price after the Expiration Date. You must make your own decision as to whether to tender your ADSs and, if so, how many ADSs to tender. We recommend that you read carefully the information in this Offer to Purchase, the Letter of Transmittal and the other related materials that constitute part of the Offer, including our reasons for and effects of making the Offer, before taking any action with respect to the Offer. See Section 2. In addition, you should discuss whether to tender your ADSs with your broker or other financial or tax advisors.

**Do High Templar Tech’s directors or executive officers intend to tender their shares in the Offer?**

All of our directors and executive officers have advised us that they do not intend to tender any of their shares in the Offer (including shares they are deemed to beneficially own). As a result, the equity ownership of our directors and executive officers will proportionally increase as a percentage of our outstanding ordinary shares following the consummation of the Offer.

**What will happen if I do not tender my ADSs?**

Securityholders who decide not to tender their ADSs will own a greater percentage interest in the Company’s outstanding equity following the consummation of the Offer, assuming that at least some ADSs are purchased pursuant to the Offer. See Section 2.

**When and how will you pay me for the ADSs I tender?**

We will pay the Purchase Price to the seller, in cash, less applicable withholding taxes, and without interest, for the ADSs we purchase promptly after the Expiration Date. We do not expect to announce the final results of any proration and to begin paying for tendered ADSs until after the Expiration Date and guaranteed delivery period. We will pay for the ADSs accepted for purchase by depositing the aggregate purchase price with the Depositary as promptly as practicable after the Expiration Date. The Depositary will act as your agent and will transmit to you the payment for all of your ADSs accepted for payment. See Section 1 and Section 5.

We expressly reserve the right, in our sole discretion, not to accept for payment and not to pay for any ADSs not previously accepted for payment or paid for, subject to applicable law, to postpone payment for ADSs or terminate the Offer upon the occurrence of any of the conditions specified in Section 7 by giving oral or written notice of the termination or postponement to the Depositary and making a public announcement

of the termination or postponement. Our reservation of the right to delay payment for ADSs that we have accepted for payment is limited by Exchange Act Rule 13e-4(f)(5), which requires that we must pay the consideration offered or return the ADSs tendered promptly after termination or withdrawal of the Offer.

**If I am a holder of Class A Ordinary Shares, Class B Ordinary Shares, or vested stock options, how do I participate in the Offer?**

If you are a holder of Class A Ordinary Shares, you may tender your Class A Ordinary Shares only if and to the extent that you first deposit such Class A Ordinary Shares with Deutsche Bank Trust Company Americas, the ADS Depository, in exchange for ADSs. If you are a holder of Class B Ordinary Shares, you may tender your Class B Ordinary Shares only if and to the extent that you first convert your Class B Ordinary Shares into Class A Ordinary Shares on a share-for-share basis and then deposit such Class A Ordinary Shares with the ADS Depository in exchange for ADSs. If you are a holder of vested stock options, you may exercise your vested options and receive Class A Ordinary Shares, which you may deposit with the ADS Depository in exchange for ADSs. You must exercise your options, and exchange your Class A Ordinary Shares, as applicable, sufficiently in advance of the Expiration Date to receive your ADSs in time to tender them. An exercise of an option cannot be revoked even if ADSs received upon the exercise thereof and tendered in the Offer are not purchased in the Offer for any reason. See Section 3.

**What is the recent market price of my ADSs?**

On May 22, 2026, one trading day before the commencement of the Offer, the last reported sale price of the ADSs on NYSE was US\$2.44 per ADS. **You are urged to obtain current market quotations for the ADSs before deciding whether and at what purchase price or purchase prices to tender your ADSs.** See Section 8.

**Will I have to pay brokerage commissions if I tender my ADSs?**

If you are a registered securityholder and you tender your ADSs directly to the Depository, you will not incur any brokerage commissions. If you hold ADSs through a broker, dealer, commercial bank, trust company or other nominee, we urge you to consult your broker, dealer, commercial bank, trust company or other nominee to determine whether any transaction costs are applicable. See the Introduction and Section 3.

**Will I have to pay stock transfer tax if I tender my ADSs?**

If you instruct the Depository in the Letter of Transmittal to make the payment for the ADSs to the registered holder, you will not incur any stock transfer tax. If you give special instructions to the Depository in connection with your tender of ADSs, then stock transfer taxes may apply. See Section 5.

**Are there any governmental or regulatory approvals, consents or filings to be made or obtained in connection with the Offer?**

We are not aware of the applicability of any antitrust laws or any approval or other action by any governmental, administrative or regulatory authority or agency, domestic, foreign or supranational, that would be required for our acquisition or ownership of ADSs as contemplated by the Offer. Should any such approval or other action or notice filings be required, we presently contemplate that we will seek that approval or other action and make or cause to be made such notice filings. We cannot predict whether we will be required to delay the acceptance for payment of or payment for ADSs tendered in the Offer pending the outcome of any such approval or other action. There can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial cost or conditions or that the failure to obtain the approval or other action might not result in adverse consequences to our business and financial condition. Our obligations under the Offer to accept for payment and pay for ADSs are subject to the satisfaction of certain conditions. See Sections 7 and 12.

**What are the U.S. federal income tax consequences if I tender my ADSs?**

Generally, if you are a U.S. Holder (as defined in Section 13), your receipt of cash from us in exchange for the ADSs you tender will be a taxable transaction for U.S. federal income tax purposes. The cash you receive for your tendered ADSs generally will be treated for U.S. federal income tax purposes either as consideration

received in respect of a sale or exchange of the ADSs purchased by us or as a distribution from us in respect of ADSs. U.S. Holders could be subject to adverse tax consequences upon the disposition of ADSs as a result of our “passive foreign investment company” (“PFIC”) status. Please see Section 13 for a more detailed discussion on the tax treatment of the Offer to U.S. Holders, including the consequences to U.S. Holders as a result of our PFIC status. All securityholders are urged to consult their tax advisors regarding the U.S. federal income tax consequences of participating in the Offer.

We urge you to consult your own tax advisor as to the particular tax consequences to you of the Offer.

**Who should I contact with questions about the Offer?**

The Information Agent can help answer your questions. The Information Agent is D.F. King & Co., Inc.. Their contact information is set forth below.

The Information Agent for the Offer is:

**D.F. King & Co., Inc.**

28 Liberty Street, 53<sup>rd</sup> Floor

New York, NY 10005

Call toll free: (888) 644-5854

Toll: (646) 989-1649

Email: [htt@dfking.com](mailto:htt@dfking.com)

The Dealer Manager for the Offer is:

**Deutsche Bank Securities Inc.**

1 Columbus Circle

New York, New York 10019

Attention: Equity Capital Markets Syndicate Desk

(212) 250-5600

## FORWARD-LOOKING STATEMENTS

This Offer to Purchase and the documents that we have referred to in this Offer to Purchase contain statements of a forward-looking nature. All statements other than statements of historical facts are forward-looking statements. These statements involve known and unknown risks, uncertainties and other factors that may cause the Company's actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements. In some cases, these forward-looking statements can be identified by words or phrases such as "may," "will," "expect," "anticipate," "aim," "estimate," "intend," "plan," "believe," "potential," "continue," "is/are likely to" or other similar expressions. These forward-looking statements relate to, among others:

- the Company's goal and strategies;
- the Company's expansion plans;
- the Company's future business development, financial condition and results of operations;
- the Company's expectations regarding demand for, and market acceptance of, the Company's products and services;
- the Company's expectations regarding keeping and strengthening its relationships with customers, business partners and other parties the Company collaborates with; and
- general economic and business conditions.

We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect the Company's financial condition, results of operations, business strategy and financial needs.

You should read these statements in conjunction with the risks disclosed in "Item 3.D. Key Information-Risk Factors" of our Annual Report on Form 20-F for the fiscal year ended December 31, 2025 and other risks outlined in our other filings with the SEC. Moreover, the Company operates in an emerging and evolving environment. New risks may emerge from time to time, and it is not possible for our management to predict all risks, nor can we assess the impact of such risks on the Company's business or the extent to which any risk, or combination of risks, may cause actual results to differ materially from those contained in any forward-looking statements. The forward-looking statements made in this Offer to Purchase relate only to events or information as of the date on which the statements are made in this Offer to Purchase. Except as required by law, we undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date on which the statements are made or to reflect the occurrence of unanticipated events. You should read this Offer to Purchase and the documents that we have referred to in this Offer to Purchase, completely and with the understanding that the Company's actual future results may be materially different from what we expect.

## INTRODUCTION

To the holders of the American Depositary Shares of High Templar Tech Limited:

We invite our securityholders to tender up to 39 million American Depositary Shares (the “ADSs”) of the Company, each representing one Class A ordinary share, par value US\$0.0001 per share, for purchase by us at a price calculated as described herein that is not less than US\$2.80 nor greater than US\$3.20 per ADS, to the seller in cash, less any applicable withholding taxes, and without interest, upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements thereto, the “Offer to Purchase”), in the related Letter of Transmittal (together with any amendments or supplements thereto, the “Letter of Transmittal”) and in other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and Letter of Transmittal, the “Offer”).

Upon the terms and subject to the conditions of the Offer, we will determine a single per ADS price (the “Purchase Price”) that we will pay for ADSs properly tendered and not properly withdrawn, taking into account the total number of ADSs tendered and the prices specified, or deemed specified, by tendering securityholders. The Purchase Price will be the lowest price per ADS (in increments of US\$0.05) of not less than US\$2.80 and not greater than US\$3.20 that will enable us to purchase the number of ADSs sought in the Offer or, if a lesser number of ADSs is properly tendered, all ADSs that are properly tendered and not properly withdrawn. All ADSs acquired in the Offer will be acquired at the Purchase Price, including those ADSs tendered at a price lower than the Purchase Price. However, because of the “Odd Lot” priority, proration and conditional tender provisions described in this Offer to Purchase, fewer than all of the ADSs tendered at or below the Purchase Price may be purchased if more than the number of ADSs the Company seeks are properly tendered and not properly withdrawn. ADSs tendered but not purchased in the Offer will be returned to the tendering securityholders at the Company’s expense promptly after the Expiration Date. See Section 1.

We expressly reserve the right, in our sole discretion, to change the Purchase Price and to increase or decrease the number of ADSs sought in the Offer, subject to applicable law. See Section 1.

If you are a holder of Class A Ordinary Shares, you may tender your Class A Ordinary Shares only if and to the extent that you first deposit such Class A Ordinary Shares with Deutsche Bank Trust Company Americas, the Company’s ADS depository (the “ADS Depository”), in exchange for ADSs. If you are a holder of Class B Ordinary Shares, you may tender your Class B Ordinary Shares only if and to the extent that you first convert your Class B Ordinary Shares into Class A Ordinary Shares on a share-for-share basis and then deposit such Class A Ordinary Shares with Deutsche Bank Trust Company Americas in exchange for ADSs. If you are a holder of vested options, you may exercise your vested options and receive Class A Ordinary Shares, subject to the terms of our Share Incentive Plan and the award agreement pursuant to which such options were granted, which you may deposit with the ADS Depository in exchange for ADSs, and tender any of the ADSs. You must exercise your options, and exchange your Class A Ordinary Shares, as applicable, sufficiently in advance of the Expiration Date to receive your ADSs in order to tender them in the Offer. An exercise of an option cannot be revoked, even if ADSs received upon the exercise thereof are tendered in the Offer but are not purchased in the Offer for any reason.

**THE OFFER IS NOT CONDITIONED ON THE RECEIPT OF FINANCING OR ANY MINIMUM NUMBER OF ADSS BEING TENDERED. THE OFFER IS, HOWEVER, SUBJECT TO A NUMBER OF OTHER TERMS AND CONDITIONS. SEE SECTION 7.**

**OUR BOARD OF DIRECTORS HAS AUTHORIZED US TO MAKE THE OFFER. HOWEVER, NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD OF DIRECTORS, DEUTSCHE BANK SECURITIES INC., THE DEALER MANAGER FOR THE OFFER (THE “DEALER MANAGER”), D.F. KING & CO., INC., THE INFORMATION AGENT FOR THE OFFER (THE “INFORMATION AGENT”) OR EQUINITI TRUST COMPANY, LLC, THE DEPOSITARY FOR THE OFFER (THE “DEPOSITARY”), MAKES ANY RECOMMENDATION TO YOU AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR ADSS OR AS TO THE PURCHASE PRICE OR PURCHASE PRICES AT WHICH YOU MAY CHOOSE TO TENDER ADSS. NEITHER WE NOR ANY MEMBER OF OUR BOARD OF DIRECTORS, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY HAS AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION WITH RESPECT TO THE OFFER. YOU MUST MAKE YOUR OWN**

**DECISION AS TO WHETHER TO TENDER YOUR ADSS AND, IF SO, HOW MANY ADSS TO TENDER AND THE PURCHASE PRICE OR PURCHASE PRICES AT WHICH YOU WILL TENDER THEM. WE RECOMMEND THAT YOU CONSULT YOUR OWN FINANCIAL AND TAX ADVISORS, AND READ CAREFULLY AND EVALUATE THE INFORMATION IN THIS OFFER TO PURCHASE AND IN THE LETTER OF TRANSMITTAL, INCLUDING OUR REASONS FOR AND EFFECTS OF MAKING THE OFFER, BEFORE TAKING ANY ACTION WITH RESPECT TO THE OFFER. SEE SECTION 2.**

All of our directors and executive officers have advised us that they do not intend to tender any of their shares in the Offer (including shares they are deemed to beneficially own). As a result, the consummation of the Offer will increase the proportional holdings of our directors and executive officers. Our directors, executive officers and affiliates may, subject to applicable law and applicable policies of the Company, sell their shares from time to time in open-market and/or other transactions at prices that may be more or less favorable than the Purchase Price to be paid to our securityholders pursuant to the Offer.

We will pay reasonable out-of-pocket fees and expenses incurred in connection with the Offer by the Dealer Manager, the Information Agent and the Depositary. See Section 15.

As of March 31, 2026, there were 91,792,332 Class A Ordinary Shares represented by ADSs and 63,491,172 Class B Ordinary Shares, par value US\$0.0001 per share, issued and outstanding, excluding (i) ordinary shares represented by the ADSs repurchased by the Company which remain in issue and registered in the name of the ADS Depositary, (ii) ordinary shares issuable upon the exercise of outstanding share options and (iii) ordinary shares reserved for future issuance under our share incentive plan. The 39 million ADSs that we are offering to purchase hereunder represent approximately 42.5% of the total number of our outstanding ADSs. No Class B Ordinary Shares will be tendered or purchased in the Offer and Qufenqi (as defined herein) is the only shareholder of record of such shares. The actual number of ADSs outstanding immediately following completion of the Offer will depend on the number of ADSs tendered and purchased in the Offer. As of March 31, 2026, an aggregate of 29,789,412 Class A Ordinary Shares remained available for future awards under our Share Incentive Plan, and 4,780,074 Class A Ordinary Shares were subject to currently outstanding options.

The ADSs are listed and traded on the New York Stock Exchange (“NYSE”) under the symbol “HTT.” On May 22, 2026, one trading day prior to the commencement of the Offer, the last reported sale price of the ADSs was US\$2.44 per ADS. Securityholders are urged to obtain current market quotations for the ADSs before deciding whether to tender their ADSs. See Section 8 and Section 10.

We are not making the Offer to, and will not accept any tendered ADSs from, holders of ADSs in any jurisdiction or in any circumstances where it would be illegal to do so, provided that we will comply with the requirements of Rule 13e-4(f)(8) promulgated under the Exchange Act. However, we may, at our discretion, take any actions necessary for us to make the Offer to holders of ADSs in any such jurisdiction. In any jurisdiction where the securities or blue sky laws require the Offer to be made by a licensed broker or dealer, the Offer is being made on our behalf by the Dealer Manager or one or more registered brokers or dealers, which are licensed under the laws of such jurisdiction.

Our principal executive offices are located at No. 101, Meishe Road, Meilin Street, Tongan District, Xiamen, Fujian Province, the People’s Republic of China and our phone number is +(86) 592-317-2318.

References in this Offer to Purchase to “dollars” and “US\$” are to the lawful currency of the United States of America, unless otherwise indicated or the context suggests otherwise.

## THE OFFER

### 1. Number of ADSs; Purchase Price; Proration.

Upon the terms and subject to the conditions of the Offer, we are offering to purchase 39 million ADSs, or such lesser number of ADSs as are properly tendered and not properly withdrawn in accordance with Section 4 at or before the Expiration Date, at a price not greater than US\$3.20 and not less than US\$2.80 per ADS, to the seller in cash, less any applicable withholding taxes and without interest. The Purchase Price will be the lowest price per ADS (in increments of US\$0.05) of not less than US\$2.80 and not greater than US\$3.20 that will enable us to purchase the number of ADSs sought in the Offer or, if a lesser number of ADSs is properly tendered, all ADSs that are properly tendered and not properly withdrawn. All ADSs acquired in the Offer will be acquired at the Purchase Price, including those ADSs tendered at a price lower than the Purchase Price. Upon the terms and subject to the conditions of the Offer, in the event that not more than 39 million ADSs (or such greater number of ADSs as we may elect to purchase, subject to applicable law) are properly tendered at or below the Purchase Price and not properly withdrawn, we will buy all ADSs properly tendered and not properly withdrawn. ADSs not purchased in the Offer, including ADSs tendered at prices in excess of the Purchase Price and ADSs not purchased because of “Odd Lot” priority, proration or conditional tender provisions, will be returned to the tendering securityholders promptly after the Expiration Date. See Section 3.

The term “Expiration Date” means 5:00 P.M., New York City time, on June 24, 2026, unless and until we, in our sole discretion, shall have extended the period of time during which the Offer will remain open, in which event the term “Expiration Date” shall refer to the latest time and date at which the Offer, as so extended by us, shall expire or unless we terminate the Offer. When used together with a specific date and time, the term Expiration Date refers to the date and time on which the Offer expires. See Section 14 for a description of our right to extend, delay, terminate or amend the Offer.

In accordance with Instruction 5 of the Letter of Transmittal, securityholders desiring to tender ADSs must either (i) specify that they are willing to sell their ADSs to us at the Purchase Price (which could result in the tendering securityholder receiving a purchase price per ADS as low as US\$2.80, the low end of the price range in the Offer, less any applicable withholding taxes and without interest) or (ii) specify the purchase price or purchase prices, not greater than US\$3.20 nor less than US\$2.80 per ADS, at which they are willing to sell their ADSs to us pursuant to the Offer. In the event that a securityholder specifies such a purchase price or purchase prices that exceeds the Purchase Price, the Company will not purchase the ADSs of such securityholder. Purchase prices may be specified in multiples of US\$0.05. Promptly following the Expiration Date, we will determine the Purchase Price that we will pay for ADSs properly tendered and not properly withdrawn, taking into account the number of ADSs tendered and the purchase prices specified, or deemed specified, by tendering securityholders. The Purchase Price will be a single per ADS price, equal to the lowest single purchase price, not greater than US\$3.20 nor less than US\$2.80 per ADS, that will enable us to purchase the number of ADSs sought in the Offer, or, if a lesser number of ADSs is properly tendered, all ADSs that are properly tendered and not properly withdrawn.

We will pay the Purchase Price, in cash, for all ADSs purchased in the Offer, less any applicable withholding taxes and without interest, promptly after the Expiration Date. We will not purchase any ADSs at a price in excess of the Purchase Price.

If you specify that you are willing to sell your ADSs to us at the Purchase Price, your ADSs will be deemed to be tendered at US\$2.80 per ADS, which is the low end of the price range in the Offer, for purposes of determining the Purchase Price (a “Purchase Price Tender”). You should understand that this election may effectively lower the Purchase Price and could result in your ADSs being purchased at US\$2.80 per ADS (and result in you receiving a purchase price per ADS as low as US\$2.80, the low end of the price range in the Offer, less any applicable withholding taxes and without interest), a price that could be below the last reported sale price of the ADSs on NYSE on the Expiration Date. Accordingly, an election to accept the Purchase Price determined in the Offer may lower the final Purchase Price to a price below such closing price and could be below the reported closing price on the Expiration Date.

**Securityholders are urged to obtain current market quotations for the ADSs before deciding whether and at what purchase price or purchase prices to tender their ADSs.**

We will announce the Purchase Price by press release as promptly as practicable after it has been determined. Such press release will also be filed as an exhibit to an amendment to our Schedule TO that we have filed with the SEC relating to the Offer. We will announce the preliminary results, including the preliminary Purchase Price and any preliminary proration percentage, as promptly as practical following the Expiration Date. We do not expect, however, to announce the final results of any proration or the final Purchase Price or to begin paying for tendered ADSs until at least three business days after the Expiration Date.

We will only purchase ADSs properly tendered at prices at or below the Purchase Price and not properly withdrawn. We may not purchase all of the ADSs tendered if over 39 million ADSs are properly tendered (and not properly withdrawn), including because of “Odd Lot” priority, proration and conditional tender provisions described in this Offer to Purchase. We will return all ADSs tendered and not purchased pursuant to the Offer, including ADSs tendered at prices in excess of the Purchase Price and ADSs not purchased because of proration or “Odd Lot” and conditional priority tenders, to the tendering securityholder at our expense promptly following the Expiration Date and the guaranteed delivery period.

By following the instructions to the Letter of Transmittal, securityholders can specify different purchase prices for specified portions of their ADSs, but a separate Letter of Transmittal must be submitted for ADSs tendered at each price. Securityholders can also specify the order in which the specified portions will be purchased in the event that, as a result of proration or otherwise, some but not all of the tendered ADSs are purchased pursuant to the Offer. In the event a securityholder does not designate such order and fewer than all ADSs are purchased due to proration, the Depositary will select the order of ADSs purchased.

We expressly reserve the right, in our sole discretion, to change the per ADS purchase price range and to increase or decrease the number of ADSs sought in the Offer, subject to applicable law. In accordance with the rules of the SEC, if more than 39 million ADSs are tendered in the Offer, we may increase the number of ADSs accepted for payment in the Offer by no more than 2% of the outstanding ADSs without extending the Expiration Date. However, if we purchase an additional number of ADSs in excess of 2% of the outstanding ADSs, decrease the number of ADSs we may purchase in the Offer or change the range of purchase prices at which securityholders may tender their ADSs, we will amend and extend the Offer to the extent required by applicable law. See Section 14.

In the event of an over-subscription of the Offer as described below, ADSs tendered at or below the Purchase Price prior to the Expiration Date will be subject to proration, except for Odd Lots as described below. The withdrawal rights also expire on the Expiration Date.

THE OFFER IS NOT CONDITIONED ON THE RECEIPT OF FINANCING OR ANY MINIMUM NUMBER OF ADSS BEING TENDERED. THE OFFER IS, HOWEVER, SUBJECT TO CERTAIN OTHER CONDITIONS. SEE SECTION 7.

***Priority of Purchases***

In the event that more than 39 million ADSs (or such greater number of ADSs as we may elect to purchase, subject to applicable law) are properly tendered at or below the Purchase Price and not properly withdrawn, we will accept ADSs for purchase in the following order of priority:

- first, we will purchase Odd Lots (as defined below) of fewer than 100 ADSs at the Purchase Price from securityholders who validly tender all of their ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender) and who do not validly withdraw them before the Expiration Date (tenders of less than all of the ADSs owned, beneficially or of record, by such Odd Lot Holder (as defined below) will not qualify for this preference);
- second, after purchasing all Odd Lots that were properly tendered at or below the Purchase Price (including ADSs tendered by Purchase Price Tender), subject to the conditional tender provisions described in Section 6 (whereby a holder may specify a minimum number of such holder’s ADSs that must be purchased if any such ADSs are purchased), we will purchase ADSs at the Purchase Price

from all other securityholders who validly tender ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender) and who do not validly withdraw them before the Expiration Date (except for securityholders who tendered ADSs conditionally for which the condition was not satisfied), on a pro rata basis, with appropriate adjustments to avoid purchases of fractional ADSs, until we have acquired the number of ADSs that we have offered to purchase; and

- third, only if necessary to permit us to purchase the number of ADSs that we have offered to purchase, we will purchase ADSs at the Purchase Price from securityholders who have validly tendered ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender) conditionally (for which the condition was not initially satisfied) by random lot, to the extent feasible. To be eligible for purchase by random lot, securityholders whose ADSs are conditionally tendered must have validly tendered all of their ADSs at or below the Purchase Price and not validly withdrawn them before the Expiration Date.

As a result of the foregoing priorities applicable to the purchase of ADSs tendered, it is possible that fewer than all ADSs tendered by a securityholder will be purchased or that, if a tender is conditioned upon the purchase of a specified number of ADSs, none of those ADSs will be purchased even though those ADSs were properly tendered.

As we noted above, we may elect to purchase more than 39 million ADSs in the Offer, subject to applicable law. If we do so, the preceding provisions will apply to the greater number of ADSs.

#### ***Odd Lots***

The term “Odd Lots” means all ADSs tendered by any person (such person, an “Odd Lot Holder”) who owned, beneficially or of record, an aggregate of fewer than 100 ADSs and certifies such fact in the appropriate place on the Letter of Transmittal and, if applicable, on the Notice of Guaranteed Delivery. This preference is not available to partial tenders or beneficial or record holders of 100 or more ADSs, even if such holders have separate accounts or certificates representing fewer than 100 ADSs. Odd Lots will be accepted for payment at the same time as other tendered ADSs.

#### ***Proration***

If proration of tendered ADSs is required, we will determine the final proration factor as promptly as practicable following the Expiration Date. Subject to adjustment to avoid the purchase of fractional ADSs (with respect to which we will round down to the nearest ADS to avoid the purchase of a fractional ADS) and subject to the provisions governing conditional tenders described in Section 6, proration for each securityholder tendering ADSs, other than Odd Lot Holders, will be based on the ratio of the number of ADSs validly tendered and not validly withdrawn by the securityholder to the total number of ADSs validly tendered and not validly withdrawn by all securityholders, other than Odd Lot Holders, at or below the Purchase Price. Because of the difficulty in determining the number of ADSs validly tendered and not validly withdrawn, and because of the Odd Lot procedure described above and the conditional tender procedure described in Section 6, we expect that we will not be able to announce the final proration factor or commence payment for any ADSs purchased pursuant to the Offer until at least three business days after the Expiration Date. The preliminary results of any proration will be announced by press release on the business day following the Expiration Date. After the Expiration Date, securityholders may obtain preliminary proration information from the Information Agent and also may be able to obtain the information from their brokers.

As described in Section 13, the number of ADSs that we will purchase from a securityholder pursuant to the Offer may affect the U.S. federal income tax consequences to the securityholder of the purchase and, therefore, may be relevant to a securityholder’s decision whether to tender ADSs. The Letter of Transmittal affords each securityholder who tenders ADSs registered in such securityholder’s name directly to the Depository the opportunity to designate the order of priority in which ADSs tendered are to be purchased in the event of proration as well as the ability to condition such tender on a minimum number of ADSs being purchased.

This Offer to Purchase and the Letter of Transmittal will be mailed to record holders of the ADSs and will be furnished to brokers, dealers, commercial banks, trust companies and other nominees and similar

persons whose names, or whose nominees' names, appear on our securityholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of ADSs.

## **2. Purpose of the Offer; Certain Effects of the Offer; Plans and Proposals.**

### *Purpose of the Offer.*

We believe that the repurchase of ADSs pursuant to the Offer will allow us to return value to our securityholders and is a prudent use of our financial resources and that a prompt deployment of our investable cash resources for this purpose is in the best interests of our securityholders. The Offer provides a mechanism for completing a sizeable repurchase of ADSs more rapidly than would be possible through open market repurchases. The modified Dutch auction tender offer set forth in this Offer to Purchase provides our securityholders with the opportunity to tender all or a portion of their ADSs and thereby receive a return of some or all of their investment in the Company, if they so elect. The Offer also provides our securityholders who are the registered owners of their ADSs with an efficient way to sell their ADSs without incurring brokerage fees or commissions associated with open market sales. Where ADSs are tendered by the registered owner of those ADSs directly to the Depository, the sale of those ADSs in the Offer will permit the tendering securityholder to avoid the usual transaction costs associated with open market transactions.

However, securityholders who hold ADSs through nominees are urged to consult their nominees to determine whether transaction costs may apply. In addition, Odd Lot Holders who hold ADSs registered in their names and tender their ADSs directly to the Depository, and whose ADSs are purchased in the Offer, will avoid any applicable Odd Lot discounts that might be payable on sales of their ADSs in transactions on NYSE.

### *Certain Effects of the Offer.*

As of March 31, 2026, we had 91,792,332 Class A Ordinary Shares represented by ADSs and 63,491,172 Class B Ordinary Shares issued and outstanding, excluding (i) ordinary shares represented by ADSs repurchased by the Company which remain in issue and registered in the name of the ADS Depository, (ii) ordinary shares issuable upon the exercise of outstanding share options and (iii) ordinary shares reserved for future issuance under our share incentive plan. If the Offer is fully subscribed, it would represent approximately 42.5% of our outstanding ADSs. No Class B Ordinary Shares will be tendered or purchased in the Offer and Qufenqi (as defined herein) is the only shareholder of record of such shares. The actual number of ADSs outstanding immediately following completion of the Offer will depend on the number of ADSs tendered and purchased in the Offer.

Assuming that at least some ADSs are purchased pursuant to the Offer, securityholders who do not participate in the Offer will automatically increase their relative percentage ownership interest in the Company and its future operations at no additional cost to them. These securityholders will also bear the attendant risks and rewards associated with owning the equity securities of the Company. Securityholders may be able to sell non-tendered ADSs in the future on NYSE or otherwise at a net price significantly higher or lower than the Purchase Price. We can give no assurance as to the price at which a securityholder may be able to sell his or her ADSs in the future.

There will be a sufficient number of ADSs outstanding and publicly traded following completion of the Offer to ensure a continued trading market for the ADSs. Based upon published guidelines of NYSE and the conditions of the Offer, our purchase of ADSs under the Offer will not cause our remaining outstanding ADSs to be delisted from NYSE. The ADSs are registered under the Exchange Act, which requires, among other things, that we furnish certain information to our securityholders. Our purchase of ADSs under the Offer will not result in the securities becoming eligible for deregistration under the Exchange Act.

The accounting for the purchase of ADSs pursuant to the Offer will result in a reduction of our securityholders' equity in an amount equal to the aggregate purchase price of the ADSs we purchase plus the fees related to the Offer and a corresponding reduction in total cash.

**OUR BOARD OF DIRECTORS HAS AUTHORIZED US TO MAKE THE OFFER. HOWEVER, NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD OF DIRECTORS, THE DEALER**

MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY MAKES ANY RECOMMENDATION TO YOU AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR ADSS OR AS TO THE PURCHASE PRICE OR PURCHASE PRICES AT WHICH YOU MAY CHOOSE TO TENDER ADSS. NEITHER WE NOR ANY MEMBER OF OUR BOARD OF DIRECTORS, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY HAS AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION TO YOU AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR ADSS OR AS TO THE PURCHASE PRICE OR PURCHASE PRICES AT WHICH YOU MAY CHOOSE TO TENDER ADSS. YOU MUST MAKE YOUR OWN DECISION AS TO WHETHER TO TENDER YOUR ADSS AND, IF SO, HOW MANY ADSS TO TENDER AND THE PURCHASE PRICE OR PURCHASE PRICES AT WHICH YOU WILL TENDER THEM. IN DOING SO, YOU SHOULD CONSULT YOUR OWN FINANCIAL AND TAX ADVISORS, AND READ CAREFULLY AND EVALUATE THE INFORMATION IN THIS OFFER TO PURCHASE AND IN THE LETTER OF TRANSMITTAL, INCLUDING OUR REASONS FOR AND EFFECTS OF MAKING THE OFFER.

The Class A Ordinary Shares underlying the ADSs we acquire pursuant to the Offer will be retained as treasury shares by us (unless and until our Board of Directors determines to cancel or reissue such shares). Such Class A Ordinary Shares will be held in treasury with the status of authorized shares and will be available for us to reissue without further securityholder action for all purposes except as prohibited or limited by applicable law or the rules of NYSE. Other than in connection with the vesting of equity incentive grants under the Company's Share Incentive Plan, we have no current plans for the reissuance of Class A Ordinary Shares purchased pursuant to the Offer but reserve the right to do so without notice.

#### *Plans and Proposals*

Except as disclosed elsewhere in this Offer to Purchase, or incorporated by reference in this Offer to Purchase, we have no current definitive plans, proposals or negotiations that relate to or would result in:

- any extraordinary transaction, such as a merger, reorganization or liquidation, involving us or any of our subsidiaries;
- any purchase, sale or transfer of a material amount of our assets or our subsidiaries' assets;
- any material change in our present dividend rate or policy, our indebtedness or capitalization;
- any change in our present Board of Directors or management or any plans or proposals to change the number or the terms of directors (although we may fill vacancies arising on our Board of Directors) or to change any material term of the employment contract of any executive officer;
- any material change in our corporate structure or business;
- any class of our equity securities becoming delisted from NYSE, or ceasing to be authorized to be quoted on NYSE;
- any class of our equity securities becoming eligible for termination of registration under Section 12(g)(4) of the Exchange Act;
- the suspension of our obligation to file reports under Section 15(d) of the Exchange Act;
- the acquisition or disposition by any person of our securities, other than pursuant to the grant of stock options to directors or employees in the ordinary course of business; or
- any changes in the Company's memorandum of association or articles of association, in each case as currently in effect, or other governing instruments or other actions that could impede the acquisition of control of us.

While we have no definitive plans or proposals regarding any of the foregoing as of the date of this Offer to Purchase, our management considers from time to time, and may undertake or plan actions that relate to or could result in, one or more of the matters listed above. We reserve the right to change our plans and intentions at any time after the date of this Offer to Purchase, subject to our obligation to update this Offer to Purchase to reflect material changes in the information contained herein. Securityholders tendering ADSs in the Offer

may run the risk of foregoing the benefit of any appreciation in the market price of the ADSs resulting from such potential future events.

In March 2024, our Board of Directors approved a share repurchase program (the “2024 Repurchase Program”) to repurchase up to US\$300 million of outstanding (i) ADSs and/or (ii) Class A Ordinary Shares over a period of 36 months starting from June 13, 2024. Through the date of this Offer, we have repurchased 29,056,392 ADSs, or approximately US\$80.3 million under the 2024 Repurchase Program. The repurchase of ADSs in the Offer is being made pursuant to the 2024 Repurchase Program. Assuming the maximum number of ADSs are tendered in the Offer at the maximum purchase price of US\$3.20 per ADS, approximately US\$94.9 million would remain available for future repurchases under the 2024 Repurchase Program. Assuming the maximum number of ADSs are tendered in the Offer at the minimum purchase price of US\$2.80 per ADS, approximately US\$110.5 million would remain available for future repurchases under the 2024 Repurchase Program.

### 3. Procedures for Tendering ADSs.

#### *Proper Tender of ADSs.*

Except as set forth below, for ADSs to be properly tendered pursuant to the Offer, confirmation of receipt of such ADSs pursuant to the procedure for book-entry transfer set forth below, together with a properly completed and duly executed Letter of Transmittal, including any required signature guarantees, or an “Agent’s Message” (as defined below) in lieu of the Letter of Transmittal, and any other documents required by the Letter of Transmittal, must be received before the Expiration Date by the Depository at one of its addresses set forth on the back cover of this Offer to Purchase. In the alternative, the tendering securityholder must, before the Expiration Date, comply with the guaranteed delivery procedures described below.

Securityholders holding their ADSs through a broker, dealer, commercial bank, trust company or other nominee must contact the nominee in order to tender their ADSs. Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for participation in the Offer on their behalf. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer. Securityholders who hold ADSs through nominees are also urged to consult their nominees to determine whether transaction costs may apply if securityholders tender ADSs through the nominees and not directly to the Depository.

Securityholders may tender ADSs subject to the condition that all, or a specified minimum number of ADSs, be purchased. Any securityholder desiring to make such a conditional tender should so indicate in the box entitled “Conditional Tender” in the Letter of Transmittal. It is the tendering securityholder’s responsibility to determine the minimum number of ADSs to be purchased. Securityholders should consult their own financial and tax advisors with respect to the effect of proration of the Offer and the advisability of making a conditional tender. See Section 6 and Section 13.

#### *Signature Guarantees and Method of Delivery.*

No signature guarantee is required if:

- the Letter of Transmittal is signed by the registered holder of the ADSs (which term, for purposes of this Section 3, will include any participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of the ADSs) tendered and such holder has not completed either the section entitled “Special Payment Instructions” or the section entitled “Special Delivery Instructions” in the Letter of Transmittal, or
- ADSs are tendered for the account of a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of the Securities Transfer Agents Medallion Program or an “eligible guarantor institution,” as the term is defined in Exchange Act Rule 17Ad-15 (an “Eligible Institution”). See Instruction 1 of the Letter of Transmittal.

If payment is to be made to a person other than the registered holder, then the Letter of Transmittal must be endorsed or accompanied by an appropriate stock power, signed exactly as the name of the registered holder appears on the security position listing, with the signature guaranteed by an Eligible Institution. If the Letter of Transmittal or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, agents, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by the Company, proper evidence satisfactory to the Company of their authority to so act must be submitted.

Payment for ADSs tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depository of:

- a timely confirmation of the book-entry transfer of the ADSs into the Depository's account at the Book-Entry Transfer Facility as described below;
- one of (a) a properly completed and duly executed Letter of Transmittal, including any required signature guarantees or (b) an Agent's Message; and
- any other documents required by the Letter of Transmittal.

The method of delivery of all documents, including the Letter of Transmittal and any other required documents, is at the sole election and risk of the tendering securityholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. ADSs will be deemed delivered only when actually received by the Depository (including, in the case of a book-entry transfer, by book-entry confirmation). In all cases, sufficient time should be allowed to ensure timely delivery.

ALL DELIVERIES IN CONNECTION WITH THE OFFER, INCLUDING A LETTER OF TRANSMITTAL, MUST BE MADE TO THE DEPOSITARY AND NOT TO US, THE DEALER MANAGER, THE INFORMATION AGENT OR THE BOOK-ENTRY TRANSFER FACILITY. ANY DOCUMENTS DELIVERED TO US, THE DEALER MANAGER, THE INFORMATION AGENT OR THE BOOK-ENTRY TRANSFER FACILITY WILL NOT BE FORWARDED TO THE DEPOSITARY AND WILL NOT BE DEEMED TO BE PROPERLY TENDERED.

*Book-Entry Delivery.*

The Depository will establish an account with respect to the ADSs for purposes of the Offer at the Book-Entry Transfer Facility within two business days after the date of this Offer to Purchase, and any financial institution that is a participant in the Book-Entry Transfer Facility's system may make book-entry delivery of the ADSs by means of a book-entry transfer by causing the Book-Entry Transfer Facility to transfer ADSs into the Depository's account in accordance with the Book-Entry Transfer Facility's procedures for transfer. Although delivery of ADSs may be effected through a book-entry transfer into the Depository's account at the Book-Entry Transfer Facility, a properly completed and duly executed Letter of Transmittal, including any required signature guarantees, or an Agent's Message, and any other required documents must, in any case, be transmitted to and received by the Depository at one of its addresses set forth on the back cover of this Offer to Purchase before the Expiration Date, or the tendering securityholder must comply with the guaranteed delivery procedures described below. **Delivery of the Letter of Transmittal and any other required documents to the Book-Entry Transfer Facility does not constitute delivery to the Depository.**

The term "Agent's Message" means a message transmitted by the Book-Entry Transfer Facility to, and received by, the Depository, which states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the ADSs that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that we may enforce such agreement against the participant.

*Guaranteed Delivery.*

If you wish to tender ADSs in the Offer and the procedures for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the Depository prior to the Expiration Date, your tender may be effected if all the following conditions are met:

- your tender is made by or through an Eligible Institution;

- a properly completed and duly executed Notice of Guaranteed Delivery in the form we have provided is received by the Depositary, as provided below, prior to the Expiration Date; and
- the Depositary receives at the address listed on the back cover of this Offer to Purchase, within the period of one NYSE trading day after the date of execution of that Notice of Guaranteed Delivery, confirmation of book-entry transfer of the ADSs into the Depositary's account at the Book-Entry Transfer Facility, together with all other required documents and either a Letter of Transmittal, which has been properly completed and duly executed and includes all signature guarantees required, or an Agent's Message.

A Notice of Guaranteed Delivery must be delivered to the Depositary by hand, overnight courier, facsimile transmission or mail before the Expiration Date and must include a guarantee by an Eligible Institution in the form set forth in the Notice of Guaranteed Delivery.

Securityholders may contact the Information Agent or their broker for assistance. The Notice of Guaranteed Delivery form is filed as an exhibit to the Schedule TO. Copies of the form may also be obtained from the Information Agent, who may be contacted at any of its telephone numbers listed on the back cover of this Offer to Purchase.

If you hold ADSs through a broker, dealer, commercial bank, trust company or similar institution, that institution must tender your ADSs on your behalf. The Book-Entry Transfer Facility is expected to remain open until 5:00 p.m., New York City time, on the Expiration Date, and institutions may be able to process tenders for our ADSs through the Book-Entry Transfer Facility during that time (although there is no assurance that this will be the case). If the procedures for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the Depositary prior to the Expiration Date, participants in the Book-Entry Transfer Facility whose name appears on the Book-Entry Transfer Facility security position listing as the owner of the ADSs may still be able to tender their ADSs by delivering a Notice of Guaranteed Delivery to the Depositary by overnight courier or mail according to the procedures set forth herein.

If you hold ADSs through a broker, dealer, commercial bank, trust company or similar institution, that institution must submit any Notice of Guaranteed Delivery on your behalf. It will generally not be possible to direct such an institution to submit a Notice of Guaranteed Delivery once that institution has closed for the day. You should consult with such institution on the procedures that must be complied with and the time by which such procedures must be completed to ensure that the institution has ample time to submit a Notice of Guaranteed Delivery on your behalf prior to the Expiration Date. In addition, any such institution, if it is not an eligible institution, will need to obtain a Medallion guarantee from an eligible institution in the form set forth in the applicable Notice of Guaranteed Delivery in connection with the delivery of those ADSs.

As described above, once the Notice of Guaranteed Delivery is delivered, which must occur prior to the Expiration Date, you or your institution will have one NYSE trading day following such delivery to meet the conditions described above in order to effect the tender of your ADSs. Therefore, the earliest your tender could be effected is at 8:00 a.m., New York City time, on the next NYSE trading day when the Book-Entry Transfer Facility reopens, assuming all such conditions have been met.

*Procedures for Class A Ordinary Shares, Class B Ordinary Shares, and vested Options*

We are not offering, as part of the Offer, to purchase any outstanding Class A Ordinary Shares, Class B Ordinary Shares or options, and tenders of options will not be accepted. If you are a holder of Class A Ordinary Shares, you may tender your Class A Ordinary Shares only if and to the extent that you first deposit such Class A Ordinary Shares with Deutsche Bank Trust Company Americas, the ADS Depositary, in exchange for ADSs. If you are a holder of Class B Ordinary Shares, you may tender your Class B Ordinary Shares only if and to the extent that you first convert your Class B Ordinary Shares into Class A Ordinary Shares and then deposit such Class A Ordinary Shares with the ADS Depositary in exchange for ADSs.

If you are a holder of vested stock options, you may exercise your vested options and receive Class A Ordinary Shares, subject to the terms of our 2016 Equity Incentive Plan ("Share Incentive Plan") and the award agreement pursuant to which such options were granted. You may deposit such Class A Ordinary

Shares with the ADS Depositary in exchange for ADSs, and tender any of the ADSs. You must exercise your options, and exchange your Class A Ordinary Shares, as applicable, sufficiently in advance of the Expiration Date to receive your ADSs in time to tender them. An exercise of an option cannot be revoked even if ADSs received upon the exercise thereof and tendered in the Offer are not purchased in the Offer for any reason. See Section 3.

If you are a holder of vested but unexercised options, you should evaluate this Offer to Purchase carefully to determine if participation would be advantageous to you, based on the exercise prices of your options, the dates of your option grants, the remaining term in which you may exercise your options and the provisions for prorated purchases described in Section 1.

*Return of ADSs not Purchased.*

If any tendered ADSs are not purchased in the Offer or are properly withdrawn before the Expiration Date, or if less than all ADSs evidenced by a securityholder's ADRs are tendered, certificates for ADSs not purchased in the Offer will be returned promptly after the expiration or termination of the Offer or the proper withdrawal of the ADSs, or, in the case of ADSs tendered by book-entry transfer at DTC, the ADSs will be credited to the appropriate account maintained by the tendering securityholder at DTC, in each case without expense to the securityholder.

*Determination of Validity; Rejection of ADSs; Waiver of Defects; No Obligation to Give Notice of Defects.*

All questions as to the number of ADSs to be accepted, the Purchase Price to be paid for ADSs to be accepted and the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of ADSs will be determined by us, in our sole discretion, and our determination will be final and binding on all parties absent a finding to the contrary by a court of competent jurisdiction. We reserve the absolute right to reject any or all tenders of any ADSs that we determine are not in proper form or the acceptance for payment of or payment for which may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any of the conditions of the Offer on or prior to the Expiration Date, or any defect or irregularity in any tender with respect to any particular ADSs or any particular securityholder (whether or not we waive similar defects or irregularities in the case of other securityholders), and our interpretation of the terms of the Offer will be final and binding on all parties absent a finding to the contrary by a court of competent jurisdiction. In the event a condition is waived with respect to any particular securityholder, the same condition will be waived with respect to all securityholders. No tender of ADSs will be deemed to have been properly made until all defects or irregularities have been cured by the tendering securityholder or waived by us. We will not be liable for failure to waive any condition of the Offer, or any defect or irregularity in any tender of ADSs. None of the Company, the Dealer Manager, the Depositary, the Information Agent or any other person will be obligated to give notice of any defects or irregularities in tenders, nor will any of the foregoing incur any liability for failure to give any such notification.

*Tendering Securityholder's Representations and Warranties; Our Acceptance Constitutes an Agreement.*

It is a violation of Exchange Act Rule 14e-4 for a person, directly or indirectly, to tender ADSs for that person's own account unless, at the time of tender and at the end of the proration period or period during which ADSs are accepted by lot (including any extensions of such period), the person so tendering (1) has a "net long position" equal to or greater than the amount of ADSs tendered in (a) ADSs or (b) other securities convertible into or exchangeable or exercisable for ADSs and, upon acceptance of the tender, will acquire the ADSs by conversion, exchange or exercise and (2) will deliver or cause to be delivered the ADSs in accordance with the terms of the Offer. Rule 14e-4 also provides a similar restriction applicable to a tender on behalf of another person.

A tender of ADSs in accordance with any of the procedures described above will constitute the tendering securityholder's acceptance of the terms and conditions of the Offer, as well as the tendering securityholder's representation and warranty to us that (1) the securityholder has a "net long position," within the meaning of Rule 14e-4 promulgated under the Exchange Act, in the ADSs or equivalent securities at least equal to the ADSs being tendered, and (2) the tender of ADSs complies with Rule 14e-4. Our acceptance for payment of ADSs tendered pursuant to the Offer will constitute a binding agreement between the tendering securityholder

and us on the terms and subject to the conditions of the Offer, which agreement will be governed by, and construed in accordance with, the laws of the State of New York.

A tender of ADSs made pursuant to any method of delivery set forth herein will also constitute a representation and warranty to us that the tendering securityholder has full power and authority to tender, sell, assign and transfer the ADSs tendered, and that, when the same are accepted for purchase by us, we will acquire good, marketable and unencumbered title thereto, free and clear of all security interests, liens, restrictions, claims, encumbrances and other obligations relating to the sale or transfer of the ADSs, and the same will not be subject to any adverse claim or right. Any such tendering securityholder will, on request by the Depositary or us, execute and deliver any additional documents deemed by the Depositary or us to be necessary or desirable to complete the sale, assignment and transfer of the ADSs tendered, all in accordance with the terms of the Offer.

All authority conferred or agreed to be conferred by delivery of the Letter of Transmittal shall be binding on the successors, assigns, heirs, personal representatives, executors, administrators and other legal representatives of the tendering securityholder and shall not be affected by, and shall survive, the death or incapacity of such tendering securityholder.

*Lost or Destroyed Certificates.*

Securityholders whose certificates for part or all of their ADSs have been lost, destroyed or stolen may contact Equiniti Trust Company LLC, the Transfer Agent in the United States at 800-937-5449, or 718.921.8200 if the caller is outside the U.S. The holder may also send an email inquiry to [ADR@equiniti.com](mailto:ADR@equiniti.com) for instructions to obtain a replacement certificate. That certificate will then be required to be submitted together with the Letter of Transmittal in order to receive payment for ADSs that are tendered and accepted for payment. A bond may be required to be posted by the securityholder to secure against the risk that the certificates may be subsequently recirculated. The Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed certificates have been followed. Securityholders are requested to contact Deutsche Bank Trust Company Americas immediately in order to permit timely processing of this documentation. Certificates for ADSs, together with a properly completed Letter of Transmittal and any other documents required by the Letter of Transmittal, must be delivered to Deutsche Bank Trust Company Americas and not to us, the Dealer Manager or the Information Agent. Any certificates delivered to us, the Dealer Manager, or the Information Agent will not be forwarded to Deutsche Bank Trust Company Americas and will not be deemed to be properly tendered.

*U.S. Federal Backup Withholding.*

Under the U.S. federal income tax laws, payments to a tendering securityholder may be subject to “backup withholding” at the applicable statutory rate (currently 24%), unless a tendering securityholder

- provides a correct taxpayer identification number and any other required information and otherwise complies with applicable requirements of the backup withholding rules; or
- is an exempt recipient and, when required, demonstrates this fact.

A securityholder that does not provide a correct taxpayer identification number may also be subject to penalties imposed by the U.S. Internal Revenue Service (the “IRS”). To prevent backup withholding on cash payable under the Offer, each securityholder that is a U.S. person (as defined in the instructions to the IRS Form W-9) should provide the Depositary (or other applicable withholding agent) with his or her correct taxpayer identification number and certify that he or she is not subject to backup withholding by completing an IRS Form W-9, a copy of which is included with the Letter of Transmittal. In order to eliminate backup withholding, a securityholder that is not a U.S. person should provide the Depositary or other applicable withholding agent with the appropriate IRS Form W-8, attesting to that securityholder’s non-U.S. status.

**4. Withdrawal Rights.**

ADSs previously tendered pursuant to the Offer may be withdrawn at any time before the Expiration Date, pursuant to the procedures we describe below. If, following the Expiration Date, we have not accepted

for payment the ADSs you have tendered to us by 11:59 P.M., New York City time, on July 22, 2026, the 40th business day from the commencement of the Offer, you may also withdraw your ADSs at any time thereafter.

If you are a registered holder of ADSs, for a withdrawal to be effective, a notice of withdrawal, in written form, must be received in a timely manner by the Depository at one of its addresses set forth on the back cover of this Offer to Purchase. Any notice of withdrawal must specify the name of the tendering securityholder, the number of ADSs to be withdrawn and the name of the registered holder of the ADSs. If ADSs have been tendered pursuant to the procedures for book-entry transfer described in Section 3, the notice of withdrawal also must specify the name and the number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn ADSs and must otherwise comply with the Book-Entry Transfer Facility's procedures. If a securityholder has used more than one Letter of Transmittal or has otherwise tendered ADSs in more than one group of ADSs, the securityholder may withdraw ADSs using either separate written notices of withdrawal or a combined written notice of withdrawal, so long as the information specified above is included.

If you hold ADSs through a broker, dealer, commercial bank, trust company or similar institution, you should consult that institution on the procedures you must comply with and the time by which such procedures must be completed in order for that institution to provide a written notice of withdrawal.

We will determine all questions as to the form and validity, including the time of receipt, of any notice of withdrawal, in our sole discretion, which determination will be final and binding on all parties absent a finding to the contrary by a court of competent jurisdiction. Neither we nor the Dealer Manager, the Depository, the Information Agent or any other person will be obligated to give notice of any defects or irregularities in any notice of withdrawal, nor will any of the foregoing incur liability for failure to give any such notification. Withdrawals may not be rescinded, and any ADSs properly withdrawn will be deemed not properly tendered for purposes of the Offer. However, withdrawn ADSs may be re-tendered before the Expiration Date by again following one of the procedures described in Section 3. If we extend the Offer, are delayed in our purchase of ADSs or are unable to purchase ADSs pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depository may, subject to applicable law, retain tendered ADSs on our behalf, and the ADSs may not be withdrawn except to the extent tendering securityholders are entitled to withdrawal rights as described in this Section 4. Our reservation of the right to delay payment for ADSs that we have accepted for payment is limited by Exchange Act Rule 13e-4(f)(5), which requires that we must pay the consideration offered or return the ADSs tendered promptly after termination or withdrawal of the Offer.

If you hold ADSs through a broker, dealer, commercial bank, trust company or similar institution, any notice of withdrawal must be delivered by that institution on your behalf. The Book-Entry Transfer Facility is expected to remain open until 5:00 p.m., New York City time, on the Expiration Date and institutions may be able to process withdrawals of ADSs through the Book-Entry Transfer Facility during that time (although there can be no assurance that this will be the case). It will generally not be possible to direct such an institution to submit a written notice of withdrawal once that institution has closed for the day. You should consult with such institution on the procedures that must be complied with and the time by which such procedures must be completed to ensure that the institution has ample time to submit a written notice of withdrawal on your behalf prior to 5:00 p.m., New York City time, on the Expiration Date. Such notice of withdrawal must be in the form of the Book-Entry Transfer Facility's notice of withdrawal, must specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn ADSs and must otherwise comply with the Book-Entry Transfer Facility's procedures. ADSs can be properly withdrawn only if the Depository receives a written notice of withdrawal directly from the relevant institution that tendered the ADSs through the Book-Entry Transfer Facility.

##### **5. Purchase of ADSs and Payment of Purchase Price.**

Upon the terms and subject to the conditions of the Offer, promptly following the Expiration Date, we will:

- determine the Purchase Price we will pay for the ADSs validly tendered and not validly withdrawn prior to the Expiration Date, taking into account the number of ADSs so tendered and the purchase prices specified, or deemed specified, by tendering stockholders; and
- accept for payment and pay for (and thereby purchase) ADSs properly tendered at prices at or below the Purchase Price and not properly withdrawn (in accordance with Section 4) on or before the

Expiration Date. We intend to purchase up to 39 million ADSs and may increase the number of ADSs accepted for payment in the Offer by no more than 2% of the outstanding ADSs without extending the Offer.

For purposes of the Offer, we will be deemed to have accepted for payment (and therefore be deemed to have purchased), subject to the “Odd Lot” priority, proration and conditional tender provisions of the Offer, ADSs that are properly tendered at or below the Purchase Price and not properly withdrawn only when, as and if we give oral or written notice to the Depository of our acceptance of the ADSs for payment pursuant to the Offer.

Upon the terms and subject to the conditions of the Offer, promptly after the Expiration Date, we will accept for payment and pay a single per ADS purchase price for all of the ADSs accepted for payment in accordance with the Offer. In all cases, payment for ADSs properly tendered and accepted for payment in accordance with the Offer will be made promptly, subject to possible delay due to proration, but only after timely receipt by the Depository of:

- ADRs evidencing ADSs or a timely confirmation of a book-entry transfer of ADSs into the Depository’s account at DTC;
- a properly completed and duly executed Letter of Transmittal or an Agent’s Message in the case of book-entry transfer; and
- any other documents required by the Letter of Transmittal.

We will pay for ADSs purchased pursuant to the Offer by depositing the aggregate purchase price for the ADSs with the Depository, which will act as agent for tendering securityholders for the purpose of receiving payment from us and transmitting payment to the tendering securityholders.

In the event of proration, the Depository will determine the preliminary proration for each securityholder tendering ADSs and pay for those tendered ADSs accepted for payment as promptly as practicable after the Expiration Date. However, we expect that we will not be able to announce the final results of any proration or commence payment for any ADSs purchased pursuant to the Offer until at least three business days after the Expiration Date. ADSs tendered and not purchased, including all ADSs tendered at prices in excess of the Purchase Price and ADSs not purchased due to proration or conditional tenders, in the case of ADSs tendered by book-entry transfer, will be credited to the account maintained with the Book-Entry Transfer Facility by the participant who delivered the ADSs, to the tendering securityholder promptly after the expiration or termination of the Offer at our expense.

**Under no circumstances will interest be paid on the Purchase Price for the ADSs, regardless of any delay in making payment. In addition, if certain events occur, we may not be obligated to purchase ADSs pursuant to the Offer. See Section 7.**

We will pay all stock transfer taxes, if any, payable on the transfer to us of ADSs purchased pursuant to the Offer; provided, however, that if payment of the Purchase Price is to be made to, or (in the circumstances permitted by the Offer) if unpurchased ADSs are to be registered in the name of, any person other than the registered holder, or if tendered ADSs are registered in the name of any person other than the person signing the Letter of Transmittal, the amount of all stock transfer taxes, if any (whether imposed on the registered holder or the other person), payable on account of the transfer will be deducted from the Purchase Price unless evidence satisfactory to us of the payment of the stock transfer taxes, or exemption from payment of the stock transfer taxes, is submitted. See Instruction 6 of the Letter of Transmittal.

## **6. Conditional Tender of ADSs.**

In the event of an over-subscription of the Offer, ADSs properly tendered prior to the Expiration Date will be subject to proration (subject to the exception for Odd Lot Holders). See Section 1. As discussed in Section 13, the number of ADSs to be purchased from a particular securityholder may affect the tax treatment of the purchase to the securityholder and the securityholder’s decision whether to tender.

Accordingly, a securityholder may tender ADSs subject to the condition that a specified minimum number of the securityholder’s ADSs tendered pursuant to a Letter of Transmittal must be purchased if any

ADSs tendered are purchased. Any securityholder desiring to make a conditional tender must so indicate in the box entitled “Conditional Tender” in the Letter of Transmittal, and, if applicable, in the Notice of Guaranteed Delivery. It is the tendering securityholder’s responsibility to calculate the minimum number of ADSs that must be purchased from the securityholder in order for the securityholder to qualify for sale or exchange (rather than distribution) treatment for U.S. federal income tax purposes. No assurances can be provided that a conditional tender will achieve the intended U.S. federal income tax result for any securityholder tendering ADSs. We urge each securityholder to consult with his or her own financial or tax advisor with respect to the advisability of making a conditional tender.

Any tendering securityholder wishing to make a conditional tender must calculate and appropriately indicate the minimum number of ADSs that must be purchased from that securityholder if any are to be purchased. After the Offer expires, if the number of ADSs properly tendered and not properly withdrawn pursuant to the Offer is greater than 39 million ADSs (or such greater number as we may elect to purchase, subject to applicable law) so that we must prorate our acceptance of and payment for tendered ADSs, we will calculate a preliminary proration percentage based upon all ADSs properly tendered, conditionally or unconditionally (including ADSs of Odd Lot Holders). If the effect of this preliminary proration would be to reduce the number of ADSs to be purchased from any securityholder below the minimum number specified, the conditional tender will automatically be regarded as withdrawn (except as provided in the next paragraph). All ADSs tendered by a securityholder subject to a conditional tender pursuant to the Letter of Transmittal and regarded as withdrawn as a result of proration will be returned as promptly as practicable after the Expiration Date.

After giving effect to these withdrawals, we will accept the remaining ADSs properly tendered, conditionally or unconditionally at or below the Purchase Price, and not properly withdrawn, on a pro rata basis, if necessary. If conditional tenders would otherwise be regarded as withdrawn and would cause the total number of ADSs to be purchased to fall below 39,000,000 (or such greater number as we may elect to purchase, subject to applicable law) then, to the extent feasible, we will select for purchase, by random lot selection, enough of the conditional tenders that would otherwise have been deemed withdrawn to permit us to purchase such number of ADSs. However, to be eligible for purchase by random lot, the tendering securityholder must have tendered all of its ADSs and checked the appropriate box in the Letter of Transmittal. If you hold ADSs through a broker, dealer, commercial bank, trust company or similar institution, you should consult that institution on the procedures you must comply with and the time by which such procedures must be completed in order for that institution to provide for purchase by random lot.

#### **7. Conditions of the Offer.**

Notwithstanding any other provision of the Offer, we will not be required to accept for payment, purchase or pay for any ADSs tendered, and we may terminate or amend the Offer or may postpone the acceptance for payment of or the payment for ADSs tendered, subject to Exchange Act Rule 13e-4(f)(5), which requires that we must pay the consideration offered or return the ADSs tendered promptly after termination or withdrawal of the Offer, if, at any time on or after the commencement of the Offer and prior to the Expiration Date, any of the following events have occurred (or are determined by us to have occurred) that, in our reasonable judgment and regardless of the circumstances giving rise to the event or events, makes it inadvisable to proceed with the Offer or with acceptance for payment or payment for the ADSs in the Offer:

- there has been any action threatened in writing, pending or taken, including any settlement, or any approval withheld, or any statute, rule, regulation, judgment, order or injunction invoked, proposed, sought, promulgated, enacted, entered, amended, enforced or deemed to be applicable to the Offer or us or any of our subsidiaries, including any settlement, by any court, government or governmental, regulatory or administrative authority, agency or tribunal, domestic, foreign or supranational, that, in our reasonable judgment, seeks to or could directly or indirectly:
  - make illegal, or delay or otherwise directly or indirectly restrain, prohibit or otherwise affect the consummation of the Offer, the acquisition of some or all of the ADSs pursuant to the Offer or otherwise relates in any manner to the Offer;
  - make the acceptance for payment of, or payment for, some or all of the ADSs illegal or otherwise restrict or prohibit consummation of the Offer;

- delay or restrict our ability, or render us unable, to accept for payment or pay for some or all of the ADSs to be purchased pursuant to the Offer; or
- materially and adversely affect our or our subsidiaries' or our affiliates' business, condition (financial or otherwise), income, operations or prospects, taken as a whole, or otherwise materially impair our ability to purchase some or all of the ADSs pursuant to the Offer;
- there has occurred any of the following:
  - any general suspension of trading in securities on any United States national securities exchange or in the over-the-counter market;
  - the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or PRC, whether or not mandatory;
  - a material change from May 25, 2026 in United States dollars, Hong Kong dollars, or Chinese Renminbi exchange rates or a suspension of or limitation on the markets therefor, which, in our reasonable judgment, has or could materially and adversely affect our or our subsidiaries' or our affiliates' business, condition (financial or otherwise), income, operations or prospects, taken as a whole, or otherwise materially impair our ability to purchase some or all of the ADSs pursuant to the Offer;
  - the commencement or escalation of war, armed hostilities or other similar national or international calamity, including, but not limited to, any outbreak of a pandemic or contagious disease, an act of terrorism, directly or indirectly involving the United States, on or after May 26, 2026, which, in our reasonable judgment, has a material adverse effect on us or makes it inadvisable for us to proceed with the Offer; or
  - a decrease of more than 10% in the closing market price of our ADSs measured from the close of trading on May 22, 2026, the last trading day before we commenced the Offer, to the close of trading on any other trading day during the Offer, up to and including the close of trading on the Expiration Date, or a decrease of more than 5% in the general level of market prices for equity securities in the United States or the New York Stock Exchange Index, the Dow Jones Industrial Average, the Nasdaq Global Market Composite Index or Standard & Poor's Composite Index of 500 Industrial Companies, in each case, measured from the close of trading on May 22, 2026;
- we learn that:
  - any entity, "group" (as that term is used in Section 13(d)(3) of the Exchange Act) or person has acquired or proposes to acquire beneficial ownership of more than 5% of the outstanding Class A Ordinary Shares (including Class A Ordinary Shares represented by ADSs), whether through the acquisition of shares or ADSs, the formation of a group, the grant of any option or right, or otherwise (other than as and to the extent disclosed in a Schedule 13D or Schedule 13G filed with the SEC prior to May 26, 2026);
  - any entity, group or person who has filed a Schedule 13D or Schedule 13G with the SEC prior to May 26, 2026, has acquired or proposes to acquire, whether through the acquisition of shares or ADSs, the formation of a group, the grant of any option or right, or otherwise (other than by virtue of the Offer made hereby), beneficial ownership of an additional 2% or more of the outstanding Class A Ordinary Shares (including Class A Ordinary Shares represented by ADSs);
  - any person, entity or group has filed a Notification and Report Form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, reflecting an intent to acquire us or any of the ADSs, or has made a public announcement reflecting an intent to acquire us or any of our subsidiaries or any of our or their respective assets or securities;
  - any change or changes have occurred in our or our subsidiaries' or affiliates' business, condition (financial or otherwise), properties, assets, income, operations or prospects that, in our reasonable judgment, has or could have a material adverse effect on us or any of our subsidiaries or affiliates or the benefits of the Offer to us;

- any approval, permit, authorization, favorable review or consent of any governmental entity or other authority or any third party consent or notice required to be obtained in connection with the Offer shall not have been obtained on terms satisfactory to us in our reasonable discretion; or
- the consummation of the Offer and the purchase of the ADSs may cause the ADSs to be delisted from NYSE or to be eligible for deregistration under the Exchange Act.

The conditions referred to above are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any such condition, and may be waived by us, in whole or in part, at any time and from time to time in our reasonable discretion on or prior to the Expiration Date, subject to applicable laws. Notwithstanding the foregoing, in the event that one or more of the events described above occurs, we will as promptly as practical notify securityholders of our determination as to whether to: (i) waive or modify the applicable condition(s) and continue the Offer; or (ii) terminate the Offer. In certain circumstances, if we waive any of the conditions described above, we may be required to extend the Expiration Date. Any determination by us concerning the events described above will be final and binding on all persons participating in the Offer, subject to such Offer participants disputing such determination in a court of competent jurisdiction. See Section 14.

#### 8. Price Range of ADSs; Dividends.

The ADSs are listed and traded on the New York Stock Exchange under the trading symbol “HTT.” The following table presents the high and low sales prices of the ADSs for the periods indicated.

	High	Low
<b>Year Ended December 31, 2024</b>		
First quarter	US\$2.60	US\$1.95
Second quarter	US\$2.54	US\$1.52
Third quarter	US\$2.19	US\$1.64
Fourth quarter	US\$3.20	US\$2.02
<b>Year Ended December 31, 2025</b>		
First quarter	US\$3.34	US\$2.53
Second quarter	US\$3.23	US\$2.04
Third quarter	US\$5.08	US\$2.99
Fourth quarter	US\$5.05	US\$3.53
<b>Year Ending December 31, 2026</b>		
First quarter	US\$3.68	US\$1.88

As of June 24, 2026, unless the Expiration Date is extended, you will no longer be a holder of record of ADSs that are purchased by us under the Offer. Therefore, you will not be eligible for any benefits with respect to such purchased ADSs that inure to holders of record on or after the Expiration Date.

Since inception, we have not declared or paid any dividends on our shares. We do not have any present plan to pay any dividends on our Class A Ordinary Shares or ADSs in the foreseeable future. We intend to retain most, if not all, of our available funds and any future earnings to operate and expand our business. Any other future determination to pay dividends will be made at the discretion of our Board of Directors and may be based on a number of factors, including our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the Board of Directors may deem relevant. If we pay any dividends, we will pay our ADS holders to the same extent as holders of our Class A Ordinary Shares, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. Cash dividends on our Class A Ordinary Shares, if any, will be paid in U.S. dollars.

On May 22, 2026, the last full trading day prior to the commencement of the Offer, the last reported sale price of the ADSs on NYSE was US\$2.44 per ADS. **Securityholders are urged to obtain current market quotations for the ADSs before deciding whether and at what purchase price or purchase prices to tender their ADSs.**

## 9. Source and Amount of Funds.

Assuming the maximum number of ADSs are tendered in the Offer and the Purchase Price is an amount between US\$2.80 and US\$3.20 per ADS, the aggregate purchase price for the ADSs will be between US\$109,200,000 and US\$124,800,000. We plan to fund any purchase of ADSs pursuant to the Offer, including the related fees and expenses, with available cash.

## 10. Certain Information Concerning the Company.

### General

The Company historically focused on providing credit solutions to consumers. The Company has been exploring new business opportunities to promote long-term value for its securityholders. In December 2022, the Company launched its last-mile delivery business under the name of “Fast Horse.” The business was initially launched on a trial basis and has gradually achieved meaningful scale in Australia during the second quarter of 2023. In 2025, the Company determined to discontinue this business and is currently in the process of winding down its operations. In addition, the Company launched its aircraft leasing business and started to lease its aircrafts to third parties in September 2023. As of March 31, 2026, the Company had two aircrafts. The aircraft leasing business is still at the initial stage and has not reached a meaningful scale. The Company plans to continue developing this business. The Company historically operated a loan book business in China, whereby the Company offered small credit products to consumers and undertook the related credit risk. The Company has ceased new credit offerings in China since September 6, 2022 and there was no outstanding loan balance from the Group’s historical loan book business since the end of 2022. In December 2025, the Company changed its name to “High Templar Tech Limited” and changed its stock ticker symbol to “HTT.” Our principal executive offices are located at No. 101, Meishe Road, Meilin Street, Tongan District, Xiamen, Fujian Province, the People’s Republic of China, and our telephone number is + (86) 592-317-2318. Our website address is <https://ir.hightemplar.com/>.

### Available Information

We are subject to the informational filing requirements of the Exchange Act and, accordingly, are obligated to file reports, statements and other information with the SEC relating to our business, financial condition and other matters. Information, as of particular dates, concerning our directors and executive officers, their remuneration, stock options granted to them, the principal holders of our securities and any material interest of these persons in transactions with us is required to be disclosed in our Annual Report on Form 20-F, which is filed with the SEC. As required by Exchange Act Rule 13e-4(c)(2), we have also filed with the SEC the Schedule TO, which includes additional information relating to the Offer.

These reports, statements and other information, including the Schedule TO and documents incorporated by reference, are available to the public on the SEC’s site at [www.sec.gov](http://www.sec.gov). You may also go to the Investor Relations section of Company’s website located at <https://ir.hightemplar.com/> to access the Schedule TO and related documents. The website addresses referenced in this Offer to Purchase are not intended to function as hyperlinks, and the information contained on such websites is not incorporated by reference in this Offer to Purchase and it should not be considered to be a part of this Offer to Purchase.

### Incorporation by Reference

The rules of the SEC allow us to “incorporate by reference” information that was filed prior to the date of this Offer to Purchase into this Offer to Purchase, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The following documents that have been previously filed with the SEC contain important information about us, and we incorporate them by reference (other than any portions of the respective filings that were furnished to, rather than filed with, the SEC under applicable SEC rules):

- [Our Reports on Form 6-K filed with the SEC on March 11, 2026; and](#)
- [Our Annual Report on Form 20-F for the fiscal year ended December 31, 2025, filed with the SEC on April 10, 2026](#)

Any statement contained in any document incorporated by reference into this Offer to Purchase shall be deemed to be modified or superseded to the extent that an inconsistent statement is made in this Offer to Purchase or any subsequently filed document. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offer to Purchase. However, were any material changes to occur that would require amendment to the Offer to Purchase, we would amend the Offer to Purchase and any related document(s) to disclose such information.

You can obtain any of the documents incorporated by reference in this Offer to Purchase from the SEC's website at the address or website set forth above. You may also request a copy of these filings, at no cost, by writing or telephoning the Information Agent at its address and telephone number set forth below:

*The Information Agent for the Offer is:*

*D.F. King & Co., Inc.*

## 11. Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the ADSs.

*ADSs Outstanding.* As of March 31, 2026, there were 91,792,332 Class A Ordinary Shares represented by ADSs and 63,491,172 Class B Ordinary Shares issued and outstanding, excluding (i) ordinary shares represented by the ADSs repurchased by the Company which remain in is-sue and registered in the name of the ADS Depository, (ii) ordinary shares issuable upon the exercise of outstanding share options and (iii) ordinary shares reserved for future issuance under our share incentive plan. If the Offer is fully subscribed, it would represent approximately 42.5% of our outstanding ADSs. No Class B Ordinary Shares will be tendered or purchased in the Offer and Qufenqi (as defined herein) is the only shareholder of record of such shares.

*Beneficial Ownership.* The following table sets forth information with respect to the beneficial ownership of our ordinary shares (including Class A Ordinary Shares represented by our ADSs), as of March 31, 2026, by:

- each of our directors and executive officers; and
- each person known to us to own beneficially more than 5% of our ordinary shares.

The calculations in the table below are based on 155,283,504 ordinary shares outstanding as of March 31, 2026, including 91,792,332 Class A Ordinary Shares and 63,491,172 Class B Ordinary Shares, excluding (i) ordinary shares represented by the ADSs repurchased by the Company which remain in issue and registered in the name of the ADS Depository, (ii) ordinary shares issuable upon the exercise of outstanding share options and (iii) ordinary shares reserved for future issuance under our share incentive plan. Beneficial ownership is determined in accordance with the rules and regulations of the SEC and includes voting or investment power with respect to our ordinary shares. In computing the number of ordinary shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days, including through the exercise of any option, warrant or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

	Ordinary Shares Beneficially Owned as of March 31, 2026						American Depository Shares Beneficially Owned as of March 31, 2026	
	Class A ordinary share		Class B ordinary share		Percentage of total ordinary shares on an as converted basis	Percentage of aggregate voting power**	Number	%
	Number	%	Number	%				
<b>Directors and Executive Officers:</b>								
Min Luo <sup>(1)</sup>	2,836,200	3.1%	63,491,172	100.00%	42.7%	87.8%	2,836,200	3.1%
Long Xu <sup>(2)</sup>	1,790,000	1.9%	—	—	1.1%	0.2%	*	*
David Cui	—	—	—	—	—	—	—	—
Yifan Li	*	*	—	—	*	*	*	*

	Ordinary Shares Beneficially Owned as of March 31, 2026						American Depository Shares Beneficially Owned as of March 31, 2026	
	Class A ordinary share		Class B ordinary share		Percentage of total ordinary shares on an as converted basis	Percentage of aggregate voting power**	Number	%
	Number	%	Number	%				
Yan Gao	*	*	—	—	*	*	*	*
Directors and Executive officers as a group	4,911,808	5.4%	63,491,172	100.00%	43.6%	87.9%	3,316,808	3.6%
<b>Principal Shareholders:</b>								
Qufenqi Holding Limited	—	—	63,491,172	100.00%	40.9%	87.4%	—	—
Guosheng HK <sup>(3)</sup>	12,670,000	13.8%	—	—	8.2%	1.7%	12,670,000	13.8%

\* Less than 1% of our total issued and outstanding shares.

\*\* For each person and group included in this column, percentage of voting power is calculated by dividing the voting power beneficially owned by such person or group by the voting power of all of our Class A and Class B Ordinary Shares as a single class. In respect of all matters subject to a shareholders' vote, each Class A ordinary share is entitled to one vote, and each Class B ordinary share is entitled to 10 votes, voting together as one class. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof. Class A Ordinary Shares are not convertible into Class B Ordinary Shares under any circumstances.

- (1) Represents (i) 2,836,200 Class A Ordinary Shares held by the spouse of Mr. Min Luo and (ii) 63,491,172 Class B Ordinary Shares held by Qufenqi Holding Limited, a limited liability company established in the British Virgin Islands. Qufenqi Holding Limited, or Qufenqi, is indirectly wholly owned by a trust of which Mr. Min Luo and his wife are the beneficiaries. Mr. Min Luo is our founder, chairman of the board and chief executive officer. The registered address of Qufenqi Holding Limited is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.
- (2) Represents 1,790,000 Class A Ordinary Shares that Mr. Long Xu has the right to acquire pursuant to the terms of the share options held by him.
- (3) Represents 12,670,000 Class A Ordinary Shares held by Guosheng (Hong Kong) Investment Limited, or Guosheng HK. According to the Schedule 13G/A filed by Guosheng HK and its affiliates on March 10, 2021, or the Guosheng 13G/A, Qufenqi granted voting power over 4,125,698 Class B Ordinary Shares held by Qufenqi to Guosheng HK, while retaining its economic rights over such 4,125,698 Class B Ordinary Shares pursuant to a proxy and power of attorney, or the Guosheng proxy, existing at the time. Pursuant to Article 81 of the articles of association of our company, the chairman of any general meeting of our company may refuse to recognize the appointment of proxy under the Guosheng proxy because the Guosheng proxy as an instrument of proxy has expired as being more than 12 months from the date of its execution. Qufenqi informed us that it did not take any action to renew the Guosheng proxy, did not execute any other proxy granting Guosheng HK the right to vote on any of our shares, and does not plan to take any action to revive the effectiveness of the Guosheng proxy. As such, we concluded that Guosheng HK no longer has any voting power over the 4,125,698 Class B Ordinary Shares held by Qufenqi and should not be viewed as a beneficial owner thereof. According to the Form 144 filed by Guosheng HK on December 5, 2025, Guosheng HK proposed to sell 1,650,000 ADSs, each representing one Class A ordinary share. Guosheng HK has not filed any subsequent amendment to its Schedule 13G/A following this filing. Guosheng HK is a limited liability company incorporated under the laws of Hong Kong and a subsidiary of Guosheng Financial Holding Inc., or Guosheng, a public company listed on the Shenzhen Stock Exchange. Based on Guosheng's public filings, Jiangxi Provincial Department of Transportation has control over Guosheng as of the date of our Annual Report on Form 20-F for the fiscal year ended December 31, 2025. The registered address of Guosheng HK is 14th Floor, the Hong Kong club building NO.3A chater road.

Our ordinary shares are divided into Class A Ordinary Shares and Class B Ordinary Shares. Holders of Class A Ordinary Shares are entitled to one vote per share, while holders of Class B Ordinary Shares are entitled to ten votes per share. We issued Class A Ordinary Shares represented by our ADSs in our initial public offering in October 2017. Each Class B Ordinary Share is convertible into one Class A Ordinary Share at any time at the option of the holder thereof. Class A Ordinary Shares are not convertible into Class B Ordinary Shares under any circumstances. Upon any transfer of Class B Ordinary Shares by a holder to any person or entity which is not an affiliate of such holder, such Class B Ordinary Shares shall be automatically and immediately converted into the equivalent number of Class A Ordinary Shares. See "Item 10.B — Memorandum and Articles of Association" in our most recent Form 20-F, incorporated herein by reference, for a more detailed description of our Class A Ordinary Shares and Class B Ordinary Shares.

Our directors and executive officers are entitled to participate in the Offer on the same basis as other securityholders. However, our directors and executive officers have advised us that they do not intend to tender ADSs in the Offer. As a result, the Offer will increase the proportional holdings of our directors and executive officers.

In addition, after expiration or termination of the Offer, our directors and executive officers may also sell their ADSs, subject to applicable law and applicable policies and practices of the Company, from time to time in open market transactions at prices that may be more or less favorable than the final Purchase Price to be paid to our holders of ADSs pursuant to the Offer.

*Recent Securities Transactions.* Based on our records and on information provided to us by our directors and executive officers, neither we nor any of our directors or executive officers has effected any transactions involving our ordinary shares or ADSs during the 60 days prior to May 26, 2026, other than as disclosed in this Offer to Purchase. We repurchased an aggregate of 640,978 Class A Ordinary Shares in the form of ADSs during the 60 days prior to May 26, 2026, in connection with our share repurchase program.

*ADS and Share Repurchase Program.* We announced a share repurchase program in January 2020, under which we may repurchase up to US\$500 million worth of our outstanding ADSs over a period of 30 months (the “2020 Share Repurchase Program”). The repurchases have been through various means, including open market transactions, privately negotiated transactions, tender offers or any combination thereof. The repurchases have been effected in compliance with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, and our insider trading policy. We further announced a share repurchase program in June 2022, under which we may repurchase up to US\$200 million worth of our outstanding (i) ADSs and/or (ii) Class A Ordinary Shares over a period of 24 months starting from June 13, 2022 (the “2022 Share Repurchase Program”). Under the 2022 Share Repurchase Program, we may repurchase our ADSs from time to time through open market transactions at prevailing market prices, privately negotiated transactions, block trades or any combination thereof. In addition, we should effect repurchase transactions in compliance with Rule 10b5-1 and/or Rule 10b-18 under the Securities Exchange Act of 1934, as amended, and our insider trading policy. Both 2020 Share Repurchase Program and 2022 Share Repurchase Program had expired as of the date of this Offer to Purchase. We further announced a share repurchase program in March 2024, under which we may repurchase up to US\$300 million worth of our outstanding (i) ADSs and/or (ii) Class A Ordinary Shares over a period of 36 months starting from June 13, 2024 (the “2024 Share Repurchase Program”). Under the 2024 Share Repurchase Program, we may repurchase our ADSs from time to time through open market transactions at prevailing market prices, privately negotiated transactions, block trades or any combination thereof. In addition, we will also effect repurchase transactions in compliance with Rule 10b5-1 and/or Rule 10b-18 under the Securities Exchange Act of 1934, as amended, and our insider trading policy. The number of ADSs repurchased and the timing of repurchases will depend on a number of factors, including, but not limited to, share price, trading volume and general market conditions, along with our working capital requirements and general business conditions. Through May 25, 2026, we have repurchased approximately 29.1 million ADSs in an aggregate amount of approximately US\$80.3 million under the 2024 Share Repurchase Program. Any purchases of the ADSs in the Offer are within the repurchases that are permitted under the 2024 Share Repurchase Program.

*Share Incentive Plan.* On December 9, 2016, we adopted the 2016 Equity Incentive Plan (the “Share Incentive Plan”), which allows us to grant share options, restricted shares, restricted share units and other share-based awards to our employees, directors and consultants. The maximum number of ordinary shares may be subject to equity awards pursuant to the Share Incentive Plan is 15,814,019 initially. On January 1, 2018, and on every January 1 thereafter for eight years, the aggregate number of ordinary shares reserved and available for issuance pursuant to awards granted under the Share Incentive Plan will be increased by 1.0% of the total number of ordinary shares outstanding on December 31 of preceding calendar year. Unless terminated earlier, the Share Incentive Plan will terminate automatically in 2026. See “Item 6.B— Compensation— 2016 Equity Incentive Plan” in our most recent Form 20-F, incorporated herein by reference, for a more detailed description of our equity incentive plan.

*Equity Incentive Trust.* The Qudian Inc. Equity Incentive Trust, or the Equity Incentive Trust, is a trust established by a deed dated December 30, 2016 between us and Ark Trust (Hong Kong) Limited, or Ark Trust, as trustee of the Equity Incentive Trust, through which our ordinary shares, dividends and other rights and interests under awards granted pursuant to our equity incentive plans may be provided to certain of recipients

of equity awards granted pursuant to our share incentive plan. Participants in the Equity Incentive Trust transfer their equity awards to Ark Trust to be held for their benefit. Upon satisfaction of vesting conditions and request by grant recipients, Ark Trust will exercise the equity awards and transfer the relevant ordinary shares, dividends and other rights and interest under the equity awards to the relevant grant recipients. As of March 31, 2026, the Equity Incentive Trust held 3,902,580 Class A Ordinary Shares. The trust deed provides that Ark Trust shall not exercise the voting rights attached to such ordinary shares unless otherwise directed by the plan administrator or its authorized representative.

See “Item 6.B — Compensation — Equity Incentive Trust” in our most recent Form 20-F, incorporated herein by reference, for more details.

*Compensatory Arrangements with Directors and Executive Officers.* See “Item 6.B — Compensation — Employment Agreements and Indemnification Agreements” in our most recent Form 20-F, incorporated herein by reference, for a more detailed description of our compensatory arrangements with our directors and executive officers, including employment agreements and indemnification arrangements.

*Other Agreement Involving the Company’s Securities.* In regard to our ADSs, we have entered into that certain Deposit Agreement, dated as of October 17, 2017 (the “Deposit Agreement”), by and among the Company, the ADS Depository, and all Holders and Beneficial Owners (each as defined in the Deposit Agreement) of ADSs issued thereunder. See Exhibit 2.4 (Description of Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934) to our most recent Form 20-F, incorporated herein by reference.

**The foregoing description of agreements and arrangements involving ADSs are qualified in their entirety by reference to the text of the respective agreement or arrangement, copies of which have been filed with the SEC.**

Except as otherwise described or incorporated by reference in this Offer to Purchase, none of High Templar Tech nor, to the best of our knowledge, any of its affiliates, directors or executive officers, is a party to any contract, arrangement, understanding or relationship with any other person relating, directly or indirectly, to the Offer or with respect to any securities of High Templar Tech, including any contract, arrangement, understanding or relationship concerning the transfer or the voting of securities, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies, consents or authorizations.

## **12. Certain Legal Matters; Regulatory Approvals.**

We are not aware of the applicability of any antitrust laws or any license or regulatory permit that is reasonably likely to be material to our business that might be adversely affected by our acquisition of ADSs as contemplated in the Offer or of any approval or other action by any government or governmental, administrative or regulatory authority or agency, domestic, foreign or supranational, that would be required for our acquisition or ownership of ADSs as contemplated by the Offer. Should any approval or other action be required, we presently contemplate that we will seek that approval or other action, but we have no current intention to delay the purchase of ADSs tendered pursuant to the Offer pending the outcome of any such matter, subject to our right to decline to purchase ADSs if any of the conditions in Section 7 have occurred or are deemed by us to have occurred or have not been waived. We cannot predict whether we would be required to delay the acceptance for payment of or payment for ADSs tendered pursuant to the Offer pending the outcome of any such matter. We cannot assure you that any approval or other action, if needed, would be obtained or would be obtained without substantial cost or conditions or that the failure to obtain the approval or other action might not result in adverse consequences to our business and financial condition. If certain types of adverse actions are taken with respect to the matters discussed above, or certain approvals, consents, licenses or permits identified above are not obtained, we can decline to accept for payment or pay for any ADSs tendered. See Section 7.

## **13. Certain Tax Consequences.**

### **Certain U.S. Federal Income Tax Consequences**

The following discussion describes certain U.S. federal income tax consequences of the Offer to U.S. Holders (as defined below) whose ADSs are properly tendered and accepted for payment pursuant to the

Offer. Those securityholders who do not participate in the Offer will not incur any U.S. federal income tax liability as a result of the Offer.

This discussion is based upon the Internal Revenue Code of 1986, as amended (the “Code”), its legislative history, existing, temporary and proposed regulations thereunder, administrative rulings and court decisions, all as of the date hereof, and all of which are subject to differing interpretations or change, possibly with retroactive effect. No ruling has been sought from the IRS with respect to any U.S. federal income tax consequences described below, and there can be no assurance that the IRS will not take a contrary position or that a court would not sustain any challenge by the IRS in the event of litigation. This discussion addresses only ADSs held by a U.S. Holder as “capital assets” within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not describe all of the U.S. federal income tax consequences that may be relevant to U.S. Holders in light of their particular circumstances, including alternative minimum tax consequences, the application of the “Medicare contribution tax” and differing tax consequences applicable to a U.S. Holder subject to special tax rules, such as:

- a dealer or broker in securities or currencies;
- a financial institution;
- a regulated investment company;
- a real estate investment trust;
- an insurance company;
- a tax-exempt entity;
- a person holding ADSs as part of a hedging, integrated or conversion transaction, a constructive sale or a straddle;
- a trader in securities that has elected the mark-to-market method of accounting for its securities;
- a person who owns or is deemed to own 10% or more of our stock (by vote or value);
- a person required to accelerate the recognition of any item of gross income with respect to the ADSs as a result of such income being recognized on an applicable financial statement;
- a person that acquired ADSs (or the underlying Class A Ordinary Shares) through the exercise of an employee stock option or otherwise as compensation;
- a partnership or other pass-through entity (or an investor therein); or
- a person whose “functional currency” is not the U.S. dollar.

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of ADSs that is, for U.S. federal income tax purposes, any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) is a securityholder, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. Partnerships or partners in a partnership holding ADSs should consult their own tax advisors regarding the tax consequences of participating in the Offer.

This discussion does not address tax consequences arising under any laws other than U.S. federal income tax laws, including under state, local or foreign laws, or under U.S. federal estate or gift tax laws. You should

consult your tax advisor concerning the U.S. federal, state and local, and non-U.S. tax consequences of the sale of ADSs pursuant to the Offer in your particular circumstances.

Holders of the ADSs generally will be treated for U.S. federal income tax purposes as owners of the underlying Class A Ordinary Shares represented by such ADSs, and the following discussion assumes such treatment.

### *Characterization of the Sale of ADSs*

The sale of ADSs by a U.S. Holder pursuant to the Offer generally will be a taxable transaction for U.S. federal income tax purposes. A U.S. Holder will, depending on the U.S. Holder's particular circumstances, be treated either as having sold or exchanged its ADSs or as having received a distribution in respect of such ADSs. The sale of ADSs pursuant to the Offer will be treated as a "sale or exchange" for U.S. federal income tax purposes if a U.S. Holder meets at least one of the three tests discussed below (the "Section 302 tests"). Our purchase of ADSs pursuant to the Offer will be treated as a distribution if the U.S. Holder does not satisfy any of the Section 302 tests.

#### Section 302 Tests — Determination of Sale or Exchange or Distribution Treatment

The sale of ADSs by a U.S. Holder pursuant to the Offer will be treated as a sale or exchange of the ADSs if any of the following Section 302 tests is satisfied:

- as a result of the sale, there is a "complete redemption" of the U.S. Holder's equity interest in the Company;
- as a result of the sale, there is a "substantially disproportionate" reduction in the U.S. Holder's equity interest in the Company; or
- the receipt of cash by the U.S. Holder in exchange for its ADSs is "not essentially equivalent to a dividend" with respect to the U.S. Holder.

As indicated above, if none of these tests is met with respect to a particular U.S. Holder, then our purchase of ADSs pursuant to the Offer will be treated as a distribution. In determining whether any of the Section 302 tests has been met, a U.S. Holder must take into account not only ordinary shares and ADSs it actually owns, but also ordinary shares and ADSs it constructively owns within the meaning of Section 318 of the Code (including ordinary shares and ADSs that may be acquired through options that it owns or ordinary shares or ADSs held by certain members of the U.S. Holder's family).

One of the following Section 302 tests must be satisfied for the sale of ADSs pursuant to the Offer to be treated as a sale or exchange rather than as a distribution.

The sale of ADSs pursuant to the Offer will result in a "complete redemption" of a U.S. Holder's equity interest in the Company if, immediately after such sale, such U.S. Holder owns, actually and constructively, no stock of the Company (including ADSs). In applying the "complete redemption" test, U.S. Holders may be able to waive the application of constructive ownership through the family attribution rules, provided that such U.S. Holders comply with the provisions of Section 302(c)(2) of the Code and applicable U.S. Treasury regulations. U.S. Holders wishing to satisfy the "complete redemption" test through satisfaction of the special conditions set forth in Section 302(c)(2) of the Code should consult their tax advisors concerning the mechanics and desirability of those conditions. A U.S. Holder who holds options to acquire ordinary shares or ADSs of the Company will be treated as the constructive owner of such equity interests and therefore will not be eligible for "complete redemption" treatment, even if all of such U.S. Holder's actual ADSs are sold in the transaction.

In general, the sale of ADSs pursuant to the Offer will result in a "substantially disproportionate" reduction in a U.S. Holder's equity interest in the Company if, immediately after the sale, (i) the percentage of the outstanding voting stock of the Company (including ADSs) that the U.S. Holder actually and constructively owns is less than 80% of the percentage of the outstanding voting stock of the Company actually and constructively owned by the U.S. Holder immediately before the sale and (ii) the U.S. Holder actually and constructively owns less than 50% of the total combined voting power of the Company.

The receipt of cash by a U.S. Holder in exchange for its ADSs will be treated as “not essentially equivalent to a dividend” with respect to the U.S. Holder if the U.S. Holder’s sale of its ADSs results in a “meaningful reduction” in the U.S. Holder’s proportionate interest in the Company, given the U.S. Holder’s particular facts and circumstances. The IRS has indicated in a published ruling that even a small reduction in the percentage interest of a securityholder whose relative stock interest in a publicly held corporation is minimal and who exercises no control over corporate affairs should constitute a “meaningful reduction.” U.S. Holders who intend to qualify for sale or exchange treatment by demonstrating that the proceeds received from us are “not essentially equivalent to a dividend” should consult their tax advisors to determine the possibility of satisfying this test.

We cannot predict whether any particular U.S. Holder will be subject to sale or exchange or distribution treatment. Each U.S. Holder should be aware that, because proration may occur in the Offer, even if all of the ADSs actually and constructively owned by a U.S. Holder are tendered pursuant to the Offer and the U.S. Holder does not actually or constructively own any other stock of the Company, fewer than all of such ADSs may be purchased by us. Consequently, we cannot assure you that a sufficient number of any particular U.S. Holder’s ADSs will be purchased to ensure that this purchase will be treated as a sale or exchange, rather than as a distribution, for U.S. federal income tax purposes. Accordingly, a tendering U.S. Holder may choose to submit a “conditional tender” under the procedures described in Section 6, which allows the U.S. Holder to tender ADSs subject to the condition that a specified minimum number of the U.S. Holder’s ADSs must be purchased by us if any such ADSs so tendered are purchased.

*Treatment as a Sale or Exchange.*

A U.S. Holder that satisfies any of the Section 302 tests described above will be treated as having sold the ADSs purchased by us pursuant to the Offer and generally will recognize gain or loss in an amount equal to the difference between the amount of cash received pursuant to the Offer and the U.S. Holder’s tax basis in such ADSs. Subject to the discussion under “— Passive Foreign Investment Company Rules” below, the gain or loss recognized generally will be capital gain or loss and generally will be treated as (i) long-term capital gain or loss if the U.S. Holder’s holding period is greater than one year as of the date of sale and (ii) U.S. source income or loss, as applicable, for foreign tax credit purposes.

Certain U.S. Holders, including individuals, may be eligible for preferential rates of U.S. federal income tax in respect of long-term capital gains. A U.S. Holder’s ability to deduct capital losses is subject to certain limitations (including the “wash sale” rules under the Code). A U.S. Holder must calculate gain or loss separately for each block of ADSs (generally, ADSs acquired at the same cost in a single transaction). A U.S. Holder may be able to designate which blocks of ADSs it wishes to tender and the order in which different blocks will be purchased in the event that less than all of its ADSs are tendered. U.S. Holders should consult their tax advisors concerning the mechanics and desirability of that designation.

Our treatment as a PFIC could materially alter the tax treatment of a sale or exchange of the ADSs by a U.S. Holder. See the discussion under “— Passive Foreign Investment Company Rules” below.

*Treatment as a Distribution.*

If a U.S. Holder does not satisfy any of the Section 302 tests described above, the full amount received by the U.S. Holder pursuant to the Offer will be treated as a distribution to the U.S. Holder with respect to the U.S. Holder’s ADSs, and the U.S. Holder’s tax basis in the purchased ADSs generally will be added to any ADSs retained by such U.S. Holder. Such distribution will generally be treated as a dividend to the extent of our current or accumulated earnings and profits allocated to the U.S. Holder’s ADSs, as determined under U.S. federal income tax principles. We do not, however, determine earnings and profits in accordance with U.S. federal income tax principles. Therefore, you should expect that all distributions will generally be reported as dividends.

Subject to the discussion under “— Passive Foreign Investment Company Rules” below, any dividend will generally be taxed as foreign-source ordinary income. Such dividend will not be eligible for the dividends received deduction generally allowed to corporations under the Code with respect to dividends received from other U.S. corporations. In addition, due to the significant risk of our PFIC status (as discussed under

“— Passive Foreign Investment Company Rules” below), we do not expect that any dividend received by a non-corporate U.S. Holder would be eligible for the reduced rates of tax that apply to “qualified dividend income.”

Our treatment as a PFIC could materially alter the tax treatment of a dividend received by a U.S. Holder. See the discussion under “— Passive Foreign Investment Company Rules” below.

#### ***Passive Foreign Investment Company Rules***

Generally, a non-U.S. corporation is a PFIC for any taxable year in which (i) at least 75% of its gross income is passive income or (ii) at least 50% of the value (generally determined based on a quarterly average) of its assets is attributable to assets that produce, or are held for the production of, passive income. We believe there is a significant risk that we were classified as a PFIC for U.S. federal income tax purposes for 2025 and other prior years, and that we may be classified as a PFIC for the current taxable year. Our PFIC status for the current taxable year will not, however, be determinable until after the close of the current taxable year.

Our classification as a PFIC could result in adverse tax consequences for U.S. Holders who dispose of their ADSs pursuant to the Offer. Generally, if a U.S. Holder disposes of ADSs pursuant to the Offer and we were a PFIC for any taxable year during which the U.S. Holder held the ADSs, the U.S. Holder will be subject to special tax rules with respect to any gain recognized on the sale of the ADSs or any “excess distribution” paid on the ADSs (generally, a distribution in excess of 125% of the average annual distributions paid by us in the three preceding taxable years or the U.S. Holder’s holding period, whichever is shorter). Specifically, (i) the gain or excess distribution will be allocated ratably over the U.S. Holder’s holding period for the ADSs, (ii) the amount allocated to the current taxable year, and any taxable year prior to the first taxable year in which we were a PFIC, will be treated as ordinary income and (iii) the amount allocated to each other year will be subject to tax at the highest tax rate in effect for that year for individuals or corporations, as applicable, and the interest charge generally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year. However, certain elections (including a “mark to market” election) may have been made by U.S. Holders that may mitigate the adverse consequences resulting from PFIC status. U.S. Holders that have made any such election should consult their tax advisors regarding the tax consequences of the dispositions of ADSs. Certain tax filing requirements apply to U.S. Holders who hold and/or dispose of shares of a PFIC. U.S. Holders are urged to consult their own tax advisors regarding the tax consequences of disposing of our ADSs pursuant to the Offer, in light of our PFIC status, as well as any resulting filing requirements that may apply.

#### ***Information Reporting***

Payments made to a U.S. Holder in connection with the Offer may be subject to information reporting unless the U.S. Holder is an exempt recipient and, when required, demonstrates this fact.

#### ***Backup Withholding***

See Section 3 with respect to the application of U.S. federal backup withholding.

#### ***Cayman Islands Taxation Considerations***

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to investors levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or after execution brought within the jurisdiction of the Cayman Islands. The Cayman Islands is a party to a double tax treaty entered with the United Kingdom in 2010 but is otherwise is not party to any double tax treaties which are applicable to any payments made to or by our company. There are no exchange control regulations or currency restrictions in the Cayman Islands.

Payments of dividends and capital in respect of our ADSs or Class A Ordinary Shares will not be subject to taxation in the Cayman Islands and no withholding will be required under Cayman Islands laws on the payment of a dividend or capital to any holder of our ADSs or Class A Ordinary Shares, nor will gains derived from the disposal of our ADSs or Class A Ordinary Shares be subject to Cayman Islands income or corporation tax.

No stamp duty is payable in the Cayman Islands on an instrument of transfer of shares of Cayman Islands companies except those which hold interests in land in the Cayman Islands.

The Company has been incorporated under the laws of the Cayman Islands as an exempted company with limited liability and, as such, has received an undertaking from the Governor in Cabinet of the Cayman Islands to the effect that, for a period of 20 years from the date of the undertaking, being November 29, 2016, no law that thereafter is enacted in the Cayman Islands imposing any tax or duty to be levied on profits, income or on gains or appreciation shall apply to our Company or its operations; and that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable (a) on or in respect of the shares, debentures or other obligations of our Company; or (b) by way of the withholding, in whole or in part of, any relevant payment as defined in the Tax Concessions Act of the Cayman Islands.

#### **14. Extension of the Offer; Termination; Amendment.**

We expressly reserve the right to change the Purchase Price and to extend the period of time the Offer is open and delay acceptance for payment of, and payment for, any ADSs by giving oral or written notice of such extension to the Depositary and making a public announcement of such extension. During any such extension, all ADSs previously tendered and not properly withdrawn will remain subject to the Offer and to the rights of a tendering securityholder to withdraw such securityholder's ADSs.

We also expressly reserve the right, in our sole discretion, not to accept for payment and not to pay for any ADSs not previously accepted for payment or paid for, subject to applicable law, to postpone payment for ADSs or terminate the Offer upon the occurrence of any of the conditions specified in Section 7 by giving oral or written notice of the termination or postponement to the Depositary and making a public announcement of the termination or postponement. Our reservation of the right to delay payment for ADSs that we have accepted for payment is limited by Exchange Act Rule 13e-4(f)(5), which requires that we must pay the consideration offered or return the ADSs tendered promptly after termination or withdrawal of the Offer.

Subject to compliance with applicable law, we further reserve the right, in our reasonable discretion, and regardless of whether any of the events set forth in Section 7 have occurred or are deemed by us to have occurred, to amend the Offer in any respect, including, without limitation, by changing the Purchase Price or by increasing or decreasing the number of ADSs sought in the Offer. Amendments to the Offer may be made at any time and from time to time by public announcement of the amendment. In the case of an extension, the amendment shall be issued no later than 9:00 a.m., New York City time, on the next business day after the last previously scheduled or announced Expiration Date. Any public announcement made pursuant to the Offer will be disseminated as promptly as practicable to securityholders in a manner reasonably designed to inform securityholders of the change. Without limiting the manner in which we may choose to make a public announcement, except as required by applicable law, we will have no obligation to publish, advertise or otherwise communicate any public announcement other than by issuing a press release to the PR Newswire or comparable service.

If we materially change the terms of the Offer or the information concerning the Offer, or if we waive a material condition of the Offer, we will extend the Offer to the extent required by Exchange Act Rules 13e-4(e)(3) and 13e-4(f)(1). This rule and related releases and interpretations of the SEC provide that the minimum period during which an Offer must remain open following material changes in the terms of the Offer or information concerning the Offer (other than a change in price or a change in percentage of securities sought) will depend on the facts and circumstances, including the relative materiality of the terms or information. If:

- we increase or decrease the Purchase Price or the number of ADSs sought in the Offer (but, in the event of an increase, only if we increase the number of ADSs sought by more than 2% of the outstanding ADSs); and
- the Offer is scheduled to expire at any time earlier than the expiration of a period ending on the tenth business day from, and including, the date that notice of such an increase or decrease is first published, sent or given to security holders in the manner specified in this Section 14, then, in each case, the Offer will be extended until the expiration of the period of at least ten business days from, and including, the date of such notice.

For purposes of the Offer, a “business day” means any day other than a Saturday, Sunday or Federal holiday and consists of the time period from 12:01 A.M. through one minute after 11:59 P.M., New York City time.

In accordance with the rules of the SEC, if more than 39 million ADSs are properly tendered in the Offer, we may increase the number of ADSs accepted for payment in the Offer by no more than 2% of the outstanding ADSs without extending the Offer. See Section 1.

#### **15. Fees and Expenses.**

We have retained Deutsche Bank Securities Inc. to act as the Dealer Manager in connection with the Offer. The Dealer Manager may communicate with brokers, dealers, commercial banks and trust companies with respect to the Offer. For its services, the Dealer Manager will receive a reasonable and customary fee. We also have agreed to reimburse the Dealer Manager for reasonable out-of-pocket expenses incurred in connection with the Offer, including fees and expenses of counsel, and to indemnify the Dealer Manager against liabilities in connection with the Offer, including liabilities under the U.S. federal securities law.

The Dealer Manager and its affiliates have rendered, and may in the future render, various investment banking, lending and commercial banking services and other advisory services to us or our subsidiaries. The Dealer Manager has received, and may in the future receive, customary compensation from us or our subsidiaries for such services. In the ordinary course of business, including in its trading and brokerage operations and in a fiduciary capacity, the Dealer Manager and its respective affiliates may hold positions in our securities (including the ADSs), both long and short, for its own account and for those of its customers. The Dealer Manager may from time to time hold ADSs in its proprietary accounts, and, to the extent it owns ADSs in these accounts at the time of the Offer, the Dealer Manager may tender the ADSs pursuant to the Offer.

We have retained D.F. King & Co., Inc. to act as Information Agent and Equiniti Trust Company, LLC to act as Depositary in connection with the Offer. The Information Agent may contact registered holders of ADSs by USPS First Class Mail. If your ADSs are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, the Information Agent may contact beneficial holders of ADSs through methods directed by their broker, dealer, commercial bank, trust company, or other nominee, which will be either USPS First Class Mail or email. The Information Agent and the Depositary will each receive reasonable and customary compensation for their respective services, will be reimbursed by us for reasonable out-of-pocket expenses and will be indemnified against certain liabilities in connection with the Offer.

We will not pay any fees or commissions to brokers, dealers, commercial banks, trust companies or other nominees (other than fees to the Dealer Manager and the Information Agent as described above) for soliciting tenders of ADSs pursuant to the Offer. Securityholders holding ADSs through brokers, dealers, commercial banks, trust companies or other nominees are urged to consult the brokers, dealers, commercial banks, trust companies or other nominees to determine whether transaction costs may apply if securityholders tender ADSs through the brokers, dealers, commercial banks, trust companies or other nominees and not directly to the Depositary. We will, however, upon request, reimburse brokers, dealers, commercial banks, trust companies or other nominees for customary mailing and handling expenses incurred by them in forwarding this Offer to Purchase, the Letter of Transmittal and related materials to the beneficial owners of ADSs held by them as a nominee or in a fiduciary capacity. No broker, dealer, commercial bank, trust company or other nominee has been authorized to act as our agent or the agent of the Dealer Manager, the Information Agent or the Depositary for purposes of the Offer.

We will pay or cause to be paid all stock transfer taxes, if any, on our purchase of ADSs except as otherwise provided in Section 5 hereof and Instruction 6 in the Letter of Transmittal.

None of the Dealer Manager, the Information Agent or the Depositary assumes any responsibility for the accuracy or completeness of the information concerning the Company, its affiliates or the Offer contained or referred to in this Offer to Purchase or for any failure by the Company or its affiliates to disclose events that may have occurred and may affect the significance or accuracy of such information.

None of the Dealer Manager, the Information Agent or the Depositary makes any recommendation to you as to whether you should tender or refrain from tendering ADSs or as to any price at which you may tender ADSs.

**16. Miscellaneous.**

We are not aware of any jurisdiction where the making of the Offer is not in compliance with applicable law. If we become aware of any jurisdiction where the making of the Offer or the acceptance of ADSs pursuant to the Offer is not in compliance with any applicable law, we will make a good faith effort to comply with the applicable law. If, after a good faith effort, we cannot comply with the applicable law, the Offer will not be made to, nor will tenders be accepted from or on behalf of, the holders of ADSs residing in that jurisdiction. In any jurisdiction where the securities, “blue sky” or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on our behalf by the Dealer Manager or one or more registered brokers or dealers licensed under the laws of the jurisdiction.

After completing the Offer, we may consider various forms of share repurchases, including open market purchases, tender offers, privately negotiated transactions and/or accelerated share repurchases after taking into account our results of operations, financial position and capital requirements, general business conditions, legal, tax and regulatory constraints or restrictions and other factors we deem relevant. Rule 13e-4(f) under the Exchange Act prohibits us from purchasing any ADSs other than in the Offer until at least ten business days after the Expiration Date. Accordingly, any additional purchases outside of the Offer may not be consummated until at least ten business days after the Expiration Date.

Pursuant to Exchange Act Rule 13e-4, we have filed with the SEC the Schedule TO, which contains additional information relating to the Offer. The Schedule TO, including the exhibits and any amendments thereto, may be examined, and copies may be obtained, at the same places and in the same manner set forth in Section 10 with respect to information concerning our company.

You should rely only on the information contained in this document or to which we have referred you. We have not authorized anyone to provide you with information or to make any representation on our behalf in connection with the Offer other than those contained in this Offer to Purchase and the related Letter of Transmittal. If given or made, you should not rely on that information or representation as having been authorized by us, any member of our Board of Directors, the Dealer Manager, the Depositary or the Information Agent.

OUR BOARD OF DIRECTORS HAS AUTHORIZED US TO MAKE THE OFFER. HOWEVER, NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD OF DIRECTORS, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY HAS MADE ANY RECOMMENDATION AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR ADSS OR AS TO THE PURCHASE PRICE OR PURCHASE PRICES AT WHICH YOU MAY CHOOSE TO TENDER ADSS. NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD OF DIRECTORS, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY HAS AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION ON OUR BEHALF AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR ADSS OR AS TO THE PURCHASE PRICE OR PURCHASE PRICES AT WHICH YOU MAY CHOOSE TO TENDER ADSS. NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD OF DIRECTORS, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY HAS AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE OFFER OTHER THAN THOSE CONTAINED IN THIS OFFER TO PURCHASE OR IN THE LETTER OF TRANSMITTAL. YOU SHOULD NOT RELY ON ANY RECOMMENDATION, OR ANY SUCH REPRESENTATION OR INFORMATION, AS HAVING BEEN AUTHORIZED BY US, ANY MEMBER OF OUR BOARD OF DIRECTORS, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY.

High Templar Tech Limited  
May 26, 2026

The Letter of Transmittal and any other required documents should be sent or delivered by each securityholder or the securityholder's broker, dealer, commercial bank, trust company or nominee to the Depository at one of its addresses set forth below. To confirm delivery of ADSs, securityholders are directed to contact the Depository.

The Depository for the Offer is:

**EQUINITI TRUST COMPANY, LLC**

If delivering by hand, express mail, courier,  
or other expedited service:

EQUINITI TRUST COMPANY, LLC  
1110 Centre Pointe Curve  
Suite # 101  
Mendota Heights, MN 55120  
Attn: Onbase — Reorganization Department

By mail:

EQUINITI TRUST COMPANY, LLC  
Operations Center  
Attn: Onbase — Reorganization Department  
1110 Centre Pointe Curve  
Suite # 101  
Mendota Heights, MN 55120

**Any questions or requests for assistance may be directed to the Information Agent or the Dealer Manager at the telephone number and address set forth below. Requests for additional copies of this Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery or related documents may be directed to the Information Agent at its telephone number or address set forth below. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.**

The Information Agent for the Offer is:

**D.F. King & Co., Inc.**  
28 Liberty Street, 53<sup>rd</sup> Floor  
New York, NY 10005  
Call toll free: (888) 644-5854  
Toll: (646) 989-1649  
Email: [htt@dfking.com](mailto:htt@dfking.com)

The Dealer Manager for the Offer is:

**Deutsche Bank Securities Inc.**  
1 Columbus Circle  
New York, New York 10019  
Attention: Equity Capital Markets Syndicate Desk  
(212) 250-5600

**LETTER OF TRANSMITTAL**  
**For Tender of American Depositary Shares (“ADSs”) (CUSIP: 747798106)**  
**Pursuant to the Offer to Purchase, Dated May 26, 2026**  
 by  
**High Templar Tech Limited**  
**Up to 39 Million of its ADSs**  
**At a Purchase Price not less than US\$2.80**  
**nor greater than US\$3.20 per ADS**

**THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M. NEW YORK CITY TIME, JUNE 24, 2026, UNLESS THE OFFER IS EXTENDED OR TERMINATED (SUCH DATE AND TIME, AS THEY MAY BE EXTENDED, THE “EXPIRATION DATE”).**

*The Depositary for the Offer is:*



By express mail, courier or other expedited service:

By mail:

Equiniti Trust Company, LLC  
 1110 Centre Pointe Curve  
 Suite # 101  
 Mendota Heights, MN 55120  
 Attn: Onbase — Reorganization Department

Equiniti Trust Company, LLC  
 Operations Center  
 Attn: Onbase — Reorganization Department  
 1110 Centre Pointe Curve  
 Suite # 101  
 Mendota Heights, MN 55120

Pursuant to the Offer to Purchase, the undersigned encloses herewith and tenders the following ADSs of High Templar Tech Limited (the “Company”):

**DESCRIPTION OF ADSS TENDERED (See Instruction 3)**

Name(s) and Address(es) of Registered Holder(s) If there is any error in the name or address shown below, please make the necessary corrections.	Number of ADSs Tendered (Book-Entry ADSs) <i>(Please fill in. Attach separate schedule if needed — See Instruction 3)</i>
—	_____
—	_____
—	_____
—	_____
—	_____
—	_____
<b>TOTAL ADSS:</b>	_____

**THIS FORM SHOULD BE COMPLETED, SIGNED AND SENT TOGETHER WITH ALL OTHER DOCUMENTS TO EQUINITY TRUST COMPANY, LLC (THE “DEPOSITARY”) AT ONE OF THE ADDRESSES SET FORTH BELOW. DELIVERY OF THIS LETTER OF TRANSMITTAL OR OTHER DOCUMENTS TO AN ADDRESS OTHER THAN AS SET FORTH BELOW DOES NOT CONSTITUTE VALID DELIVERY. DELIVERIES TO THE COMPANY, THE DEALER MANAGER (AS DEFINED BELOW), THE INFORMATION AGENT (AS DEFINED BELOW) OR TO THE DEPOSITARY TRUST COMPANY (“DTC”) WILL NOT BE FORWARDED TO THE DEPOSITARY AND THEREFORE WILL NOT CONSTITUTE VALID DELIVERY TO THE DEPOSITARY.**

**READ THE INSTRUCTIONS CAREFULLY BEFORE  
COMPLETING THIS LETTER OF TRANSMITTAL.**

Indicate below the order in which ADSs are to be purchased in the event of proration (attach additional signed list if necessary). If you do not designate an order and if less than all ADSs tendered are purchased due to proration, ADSs will be selected for purchase by the Depositary. See Instruction 13.

1st:	2nd:	3rd:
4th:	5th:	

**YOU MUST SIGN THIS LETTER OF TRANSMITTAL WHERE INDICATED BELOW AND  
COMPLETE IRS FORM W-9 OR APPROPRIATE IRS FORM W-8.**

This Letter of Transmittal (together with any amendments and supplements thereto, this “Letter of Transmittal”) is to be used for delivery of ADSs, each representing one Class A ordinary share, par value US\$0.0001 per share, of High Templar Tech Limited (the “Company,” “we,” “us” or “our”) pursuant to the procedures set forth in Section 3 of the Offer to Purchase dated May 26, 2026 (together with any amendments or supplements thereto, the “Offer to Purchase,” and together with this Letter of Transmittal and other related materials, as each may be amended or supplemented from time to time, the “Offer”).

Tendering securityholders must deliver timely all documents required by this Letter of Transmittal to the Depositary by 5:00 p.m., New York City time, on June 24, 2026, unless we extend or terminate the Offer (such date and time, as they may be extended, the “Expiration Date”). When used together with a specific time, the term Expiration Date refers to the date on which the Offer expires. Deliveries to the Company, Deutsche Bank Securities Inc., the dealer manager for the Offer (the “Dealer Manager”), D.F. King & Co., Inc., the information agent for the Offer (the “Information Agent”) or to The Depositary Trust Company (“DTC”) will not be forwarded to the Depositary and therefore will not constitute valid delivery to the Depositary. All of the instructions set forth in this Letter of Transmittal should be read carefully before this Letter of Transmittal is completed.

Tendering securityholders who cannot deliver timely all documents required by this Letter of Transmittal to the Depositary by the Expiration Date must tender their ADSs in accordance with the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Offer to Purchase.

Your attention is directed in particular to the following:

1. If you wish to retain ADSs you own, you do not need to take any action.
2. If you wish to maximize the chance that your ADSs will be purchased by the Company, you should check the box in the section of this Letter of Transmittal captioned “ADSs Tendered At Price Determined Under The Offer”. If you agree to accept the Purchase Price determined in the Offer, your ADSs will be deemed to be tendered at the minimum price of US\$2.80 per ADS, which is the low end of the price range in the Tender Offer. You should understand that this election may lower the Purchase Price paid for all purchased ADSs in the Offer and could result in your ADSs being purchased at the minimum price of US\$2.80 per ADS.
3. If you wish to select a specific price at which you will be tendering your ADSs, you should select one of the boxes in the section captioned “ADSs Tendered At Price Determined By Securityholder” below and complete the other portions of this Letter of Transmittal as appropriate.

**METHOD OF DELIVERY**

- CHECK HERE IF TENDERED ADSS ARE BEING DELIVERED PURSUANT TO THE GUARANTEED DELIVERY PROCEDURES OUTLINED IN SECTION 3 OF THE OFFER TO PURCHASE AND COMPLETE THE FOLLOWING:

Name(s) of Registered Owner(s):

Date of Execution of Notice of Guaranteed Delivery:

Name of Institution that Guaranteed Delivery:

Account Number:

**ODD LOTS**  
**(See Instruction 12)**

As described in Section 1 of the Offer to Purchase, under certain conditions, stockholders holding a total of fewer than 100 ADSs may have their ADSs accepted for payment before any proration of other tendered ADSs. This preference is not available to partial tenders or to beneficial or record holders of an aggregate of 100 or more ADSs, even if such holders have separate accounts or certificates representing fewer than 100 ADSs. Accordingly, this section is to be completed ONLY if ADSs are being tendered by or on behalf of a person owning, beneficially or of record, an aggregate of fewer than 100 ADSs. The undersigned either (check one box):

- is the beneficial or record owner of an aggregate of fewer than 100 ADSs, all of which are being tendered;
- is a broker, dealer, commercial bank, trust company or other nominee that (a) is tendering for the beneficial owner(s) ADSs with respect to which it is the record holder, and (b) believes, based upon representations made to it by the beneficial owner(s), that each such person is the beneficial owner of an aggregate of fewer than 100 ADSs and is tendering all such ADSs.

**CONDITIONAL TENDER**  
**(See Instruction 11)**

A securityholder may tender ADSs subject to the condition that a specified minimum number of the securityholder's ADSs tendered pursuant to the Letter of Transmittal must be purchased if any ADSs tendered are purchased, all as described in the Offer to Purchase and particularly in Section 6 of the Offer to Purchase. Unless at least the minimum number of ADSs indicated below is purchased by the Company pursuant to the terms of the Offer, none of the ADSs tendered will be purchased. It is the tendering securityholder's responsibility to calculate that minimum number of ADSs that must be purchased if any are purchased, and the Company urges securityholders to consult their own financial and tax advisors before completing this section. Unless this box has been checked *and* a minimum specified, the tender will be deemed unconditional.

- The minimum number of ADSs that must be purchased, if any are purchased, is: \_\_\_\_\_ ADSs.

If, because of proration, the minimum number of ADSs designated will not be purchased, the Company may accept conditional tenders by random lot, if necessary. However, to be eligible for purchase by random lot, the tendering securityholder must have tendered all of his or her ADSs and checked this box:

- The tendered ADSs represent all ADSs held by the undersigned.

**NOTE: SIGNATURES MUST BE PROVIDED WHERE INDICATED BELOW. PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.**

Ladies and Gentlemen:

The undersigned hereby tenders to High Templar Tech Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands, the above-described ADSs, each representing one Class A ordinary share, par value US\$0.0001 per share, at the price per ADS indicated in this Letter of Transmittal, in cash, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions set forth in the Company's Offer to Purchase, dated May 26, 2026 (together with any amendments or supplements thereto, the "Offer to Purchase"), this Letter of Transmittal (together with any amendments or supplements thereto, this "Letter of Transmittal") and other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and this Letter of Transmittal, the "Offer"), receipt of which is hereby acknowledged.

Subject to and effective on acceptance for payment of, and payment for, ADSs tendered pursuant to this Letter of Transmittal in accordance with the terms and subject to the conditions of the Offer, the undersigned hereby agrees to sell, assign and transfer to the Company, or upon the order of the Company will sell, assign and transfer to the Company, all right, title and interest in and to all ADSs that are being tendered hereby, to the full extent of the undersigned's rights with respect to such tendered ADSs to:

1. deliver American Depositary Receipts ("ADRs") evidencing such tendered ADSs or transfer ownership of such tendered ADSs on the account books maintained by The Depository Trust Company (which, in the Offer, is called the "Book-Entry Transfer Facility"), together, in any such case, with all accompanying evidence of transfer and authenticity to, or upon the order of, the Company upon receipt by Equiniti Trust Company, LLC, the depository for the Offer (the "Depository"), as the undersigned's agent, of the aggregate purchase price (less any applicable withholding taxes and without interest) with respect to such tendered ADSs;
2. present such tendered ADSs for cancellation and transfer on the Company's books; and
3. receive all benefits and otherwise exercise all rights of beneficial ownership of such tendered ADSs, all in accordance with the terms of and subject to the conditions of the Offer.

The undersigned hereby represents and warrants that the undersigned:

1. has a "net long position" in ADSs or Equivalent Securities (as defined below) that is at least equal to the number of ADSs being tendered;
2. has full power and authority to tender, sell, assign and transfer the tendered ADSs and that, when the same are accepted for payment, the Company will acquire good title thereto, free and clear of all liens, security interests, restrictions, charges, claims, encumbrances, conditional sales agreements or other similar obligations relating to the sale or transfer of the tendered ADSs, and the same will not be subject to any adverse claim or right; and
3. will, on request by the Depository or the Company, execute any additional documents deemed by the Depository or the Company to be necessary or desirable to complete the sale, assignment and transfer of the tendered ADSs (and any and all such other ADSs or other securities or rights), all in accordance with the terms of and subject to the conditions of the Offer.

All authority conferred or agreed to be conferred pursuant to this Letter of Transmittal shall be binding on the successors, assigns, heirs, personal representatives, executors, administrators and other legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that:

1. the tender of ADSs properly tendered pursuant to any of the procedures described in Section 3 of the Offer to Purchase and in the instructions to this Letter of Transmittal and not properly withdrawn pursuant to Section 4 of the Offer to Purchase constitutes the undersigned's acceptance of the terms and conditions of the Offer, and the Company's acceptance for payment of the ADSs tendered pursuant to the Offer will constitute a binding agreement between the undersigned and the Company in accordance with the terms and subject to the conditions of the Offer;

2. it is a violation of Rule 14e-4 promulgated under the Securities Exchange Act of 1934, as amended (“Exchange Act”), for a person, acting alone or in concert with others, directly or indirectly, to tender ADSs for such person’s own account unless, at the time of tender and at the Expiration Date (as defined in the Offer to Purchase), such person has a “net long position” in (i) the ADSs that is equal to or greater than the amount tendered, and will deliver or cause to be delivered such ADSs for the purpose of tender to the Company within the period specified in the Offer, or (ii) other securities immediately convertible into, exercisable for or exchangeable into ADSs (“Equivalent Securities”) that is equal to or greater than the amount tendered and, upon the acceptance of such tender, will acquire such ADSs by conversion, exchange or exercise of such Equivalent Securities to the extent required by the terms of the Offer, and will deliver or cause to be delivered such ADSs so acquired for the purpose of tender to the Company within the period specified in the Offer. Rule 14e-4 also provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person. A tender of ADSs made pursuant to any method of delivery set forth in this Letter of Transmittal will constitute the tendering securityholder’s representation and warranty to the Company that (i) such securityholder has a “net long position” in ADSs or Equivalent Securities being tendered within the meaning of Rule 14e-4, and (ii) such tender of ADSs complies with Rule 14e-4;
3. upon the terms and subject to the conditions of the Offer, the Company will determine a single per ADS price (the “Purchase Price”) that the Company will pay for ADSs properly tendered and not properly withdrawn from the Offer, taking into account the total number of ADSs tendered and the prices specified, or deemed specified, by tendering securityholders;
4. the Purchase Price will be the lowest price per ADS (in increments of US\$0.05) of not less than US\$2.80 and not greater than US\$3.20 that will enable the Company to purchase the number of ADSs sought in the Offer or, if a lesser number of ADSs is properly tendered, all ADSs that are properly tendered and not properly withdrawn;
5. All ADSs properly tendered prior to the Expiration Date at or below the Purchase Price and not properly withdrawn will be purchased in the Offer at the Purchase Price, upon the terms and subject to the conditions of the Offer to Purchase, including the “odd lot” priority, proration (if more than the number of ADSs sought are properly tendered at or below the Purchase Price) and conditional tender provisions described in the Offer to Purchase;

The undersigned also acknowledges that:

1. the Company expressly reserves the right, in our sole discretion, to change the per ADS purchase price range and to increase or decrease the number of ADSs sought in the Offer, subject to applicable law. In accordance with the rules of the SEC, the Company may increase the number of ADSs accepted for payment in the Offer by no more than 2% of the outstanding ADSs without extending the Offer;
2. all ADSs properly tendered prior to the Expiration Date at or below the Purchase Price and not properly withdrawn will be purchased in the Offer at the Purchase Price, upon the terms and subject to the conditions of the Offer to Purchase, including the “odd lot” priority, proration (if more than the number of ADSs sought are properly tendered at or below the Purchase Price) and conditional tender provisions described in the Offer to Purchase;
3. ADSs not purchased in the Offer, including ADSs not purchased because of proration or conditional tender, will be returned to you at the Company’s expense promptly after the Expiration Date;
4. upon the terms and subject to the conditions of the Offer and subject to applicable law, the Company expressly reserves the right, in its sole discretion, (i) upon the occurrence of any of the events set forth in Section 7 of the Offer to Purchase, (a) to terminate the Offer and return all tendered ADSs to tendering securityholders, (b) extend the Offer and, subject to withdrawal rights as set forth in the Offer to Purchase, retain all of the tendered ADSs until the expiration of the Offer as so extended, (c) waive a condition of the Offer and, subject to any requirement to extend the period of time during which the Offer is open, purchase all of the ADSs properly tendered and not properly

withdrawn prior to the Expiration Date, subject to proration or (d) delay acceptance of payment or payment for ADSs, subject to applicable law, until satisfaction or waiver of the conditions to the Offer, and (ii) to extend the period of time during which the Offer is open, and thereby delay acceptance for payment of, and payment for, any ADSs, by giving oral or written notice of such extension to the Depositary and making a public announcement thereof. During any such extension, all ADSs previously tendered and not properly withdrawn will remain subject to the Offer and to the rights of a tendering securityholder to withdraw such securityholder's ADSs;

5. securityholders who cannot deliver all required documents to the Depositary prior to the Expiration Date may tender their ADSs by properly completing and duly executing the Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase;
6. the Company has advised the undersigned to consult with the undersigned's own advisors as to the consequences of tendering ADSs pursuant to the Offer; and
7. **THE OFFER IS NOT BEING MADE TO, NOR WILL TENDERS OF ADSS BE ACCEPTED FROM OR ON BEHALF OF, SECURITYHOLDERS IN ANY JURISDICTION IN WHICH THE MAKING OR ACCEPTANCE OF THE OFFER WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF THAT JURISDICTION.**

The undersigned agrees to all of the terms and conditions of the Offer.

Unless otherwise indicated below in the box captioned "Special Payment Instructions," please issue the check for the purchase price for ADSs accepted for payment (less any applicable withholding taxes and without interest in the name(s) of the registered holder(s) appearing under "Description of ADSs Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price for ADSs accepted for payment (less any applicable withholding taxes and without interest) to the address(es) of the registered owner(s) appearing under "Description of ADSs Tendered."

In the event that both the "Special Delivery Instructions" and the "Special Payment Instructions" are completed, please issue the check for payment of the purchase price (less any applicable withholding taxes and without interest) for ADSs accepted for payment in the name(s) of, and deliver such check to the person or persons so indicated. Appropriate medallion signature guarantees by an Eligible Institution (as defined in Instruction 1) have been included with respect to ADSs for which Special Payment Instructions have been given. The undersigned recognizes that the Company has no obligation pursuant to the "Special Payment Instructions" to transfer any ADSs from the name of the registered holder(s) thereof if the Company does not accept for payment any of ADSs so properly tendered.

**PRICE (IN DOLLARS) PER ADS AT WHICH ADSS ARE BEING TENDERED**

THE UNDERSIGNED IS TENDERING ADSS AS FOLLOWS (CHECK ONLY ONE BOX):

**ADSS TENDERED AT PRICE DETERMINED UNDER THE OFFER  
(See Instruction 4 of The Letter of Transmittal)**

By checking the box below INSTEAD OF ONE OF THE BOXES UNDER “ADSs Tendered at Price Determined by Securityholder,” the undersigned hereby tenders ADSs at the purchase price determined by the Company in accordance with the terms of the Offer.

The undersigned wants to maximize the chance of having the Company purchase all ADSs the undersigned is tendering (subject to the possibility of proration). Accordingly, by checking this box instead of one of the price boxes below, the undersigned hereby tenders ADSs at, and is willing to accept, the purchase price determined by the Company in accordance with the terms of the Offer. THE UNDERSIGNED UNDERSTANDS THAT THIS ELECTION COULD RESULT IN THE TENDERED ADSS BEING PURCHASED AT THE MINIMUM PRICE OF US\$2.80 PER ADS, WHICH IS THE LOW END OF THE PRICE RANGE IN THE OFFER, FOR PURPOSES OF DETERMINING THE PURCHASE PRICE. THE UNDERSIGNED ALSO UNDERSTANDS THAT THIS MAY HAVE THE EFFECT OF LOWERING THE PURCHASE PRICE AND COULD RESULT IN THE UNDERSIGNED RECEIVING A PER ADS PRICE AS LOW AS US\$2.80, WHICH IS THE LOW END OF THE PRICE RANGE IN THE OFFER, LESS ANY APPLICABLE WITHHOLDING TAXES AND WITHOUT INTEREST.

**OR**

**ADSS TENDERED AT PRICE DETERMINED BY SECURITYHOLDER  
(See Instruction 4 of The Letter of Transmittal)**

By checking ONE of the following boxes below INSTEAD OF THE BOX UNDER “ADSs Tendered at Price Determined Under the Offer,” the undersigned hereby tenders ADSs at the price checked. This action could result in none of the ADSs being purchased if the purchase price determined by the Company is less than the price checked below. A SECURITYHOLDER WHO DESIRES TO TENDER ADSS AT MORE THAN ONE PRICE MUST COMPLETE A SEPARATE INSTRUCTION FORM FOR EACH PRICE AT WHICH ADSS ARE TENDERED. The same ADSs cannot be tendered at more than one price, unless previously validly withdrawn as provided in Section 4 of the Offer to Purchase.

**PRICE (IN DOLLARS) PER ADS AT WHICH ADSS  
ARE BEING TENDERED**

- |                                   |                                   |                                   |                                   |
|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> US\$2.80 | <input type="checkbox"/> US\$2.85 | <input type="checkbox"/> US\$2.90 | <input type="checkbox"/> US\$2.95 |
| <input type="checkbox"/> US\$3.00 | <input type="checkbox"/> US\$3.05 | <input type="checkbox"/> US\$3.10 | <input type="checkbox"/> US\$3.15 |
| <input type="checkbox"/> US\$3.20 |                                   |                                   |                                   |

**CHECK ONLY ONE BOX. IF MORE THAN ONE BOX IS CHECKED ABOVE, THERE IS NO VALID TENDER OF ADSS. A SECURITYHOLDER DESIRING TO TENDER ADSS AT MORE THAN ONE PRICE MUST COMPLETE A SEPARATE LETTER OF TRANSMITTAL FOR EACH PRICE AT WHICH ADSS ARE TENDERED. THE SAME ADSS CANNOT BE TENDERED AT MORE THAN ONE PRICE, UNLESS SUCH ADSS HAVE PREVIOUSLY BEEN PROPERLY WITHDRAWN AS PROVIDED IN SECTION 4 OF THE OFFER TO PURCHASE.**

**SPECIAL PAYMENT INSTRUCTIONS**  
**(See Instructions 1, 5, 6 and 7)**

To be completed ONLY if the check for the purchase price for ADSs accepted for payment (less any applicable withholding taxes and without interest) are to be issued in the name of someone other than the undersigned.

Issue check to:

Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_  
(Include Zip Code)

(Tax Identification or Social Security Number)  
\_\_\_\_\_

**SPECIAL DELIVERY INSTRUCTIONS**  
**(See Instructions 1, 5, 6 and 7)**

To be completed ONLY if the check for payment of the purchase price for ADSs accepted for payment (less any applicable withholding taxes and without interest) are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown in the box titled "Description of ADSs Tendered."

Issue check to:

Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_  
(Include Zip Code)

**IMPORTANT: SECURITYHOLDERS SIGN HERE**  
**(please also complete IRS Form W-9 or appropriate IRS Form W-8)**

Signature of Owner(s): \_\_\_\_\_

Signature(s) of Owner(s): \_\_\_\_\_

Dated: \_\_\_\_\_

(Must be signed by registered holder(s) exactly as name(s) appear(s) on a security position listing or by person(s) authorized to become registered holder(s) ADSs as evidenced by endorsement or stock powers transmitted herewith. If signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, the full title of the person should be set forth. See Instruction 4).

Name(s): \_\_\_\_\_  
**(Please Print)**

Capacity (full title): \_\_\_\_\_  
**(Please Print)**

Address: \_\_\_\_\_  
**(Include Zip Code)**

Daytime Area Code and Telephone Number: \_\_\_\_\_

Taxpayer Identification or Social Security No.: \_\_\_\_\_

**Complete IRS Form W-9 or appropriate IRS Form W-8.  
GUARANTEE OF SIGNATURE(S)  
(For use by Eligible Institutions only;  
see Instructions 1 and 5)**

Name of Firm:

\_\_\_\_\_  
**(Please Print)**

Address:

\_\_\_\_\_  
**(Include Zip Code)**

Authorized Signature:

Name:

\_\_\_\_\_  
**(Please Print)**

Area Code and Telephone Number:

Dated:

NOTE: A notarization by a notary public is not acceptable.

**PLACE MEDALLION GUARANTEE IN SPACE BELOW.**

## INSTRUCTIONS

### Forming Part of the Terms and Conditions of the Offer

**1. Guarantee of Signatures.** No signature guarantee is required on this Letter of Transmittal if (i) this Letter of Transmittal is signed by the registered holder(s) of ADSs tendered herewith, unless such registered holder(s) has or have completed the box captioned “Special Delivery Instructions” or the box captioned “Special Payment Instructions” on this Letter of Transmittal or (ii) such ADSs are tendered for the account of a bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of a Medallion Program approved by the Securities Transfer Agents Association, Inc., including the Securities Transfer Agents Medallion Program, the New York Stock Exchange, Inc. Medallion Signature Program or the Stock Exchange Medallion Program, or is otherwise an “eligible guarantor institution” as the term is defined in Exchange Act Rule 17Ad-15 (each an “**Eligible Institution**”). In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 4. If you have any questions regarding the need for a signature guarantee, please call the Information Agent toll-free at (888) 644-5854.

**2. Requirements of Tender.** This Letter of Transmittal is to be completed by securityholders. For a securityholder to validly tender ADSs pursuant to the Offer, (i) this Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees, and any other required documents, must be received by the Depository at one of its addresses set forth on the back of this Letter of Transmittal prior to the Expiration Date, (ii) this Letter of Transmittal, properly completed and duly executed, together with any other required documents, must be received by the Depository at one of its addresses set forth on the back of this Letter of Transmittal prior to the Expiration Date or (iii) the securityholder must comply with the guaranteed delivery procedures set forth below and in Section 3 of the Offer to Purchase.

Tenders of ADSs made pursuant to the Offer may be withdrawn at any time prior to the Expiration Date. If, following the Expiration Date, we have not accepted for payment the ADSs you have tendered to us by 11:59 P.M., New York City time, on July 22, 2026, the 40th business day from the commencement of the Offer, you may also withdraw your ADSs at any time thereafter. To withdraw tendered ADSs, securityholders must deliver a written notice of withdrawal to the Depository within the prescribed time period at one of the addresses set forth in this Letter of Transmittal.

Any notice of withdrawal must specify the name of the tendering securityholder, the number of ADSs to be withdrawn, and the name of the registered holder of such ADSs. Withdrawals may not be rescinded and any ADSs withdrawn will not be properly tendered for purposes of the Offer unless the withdrawn ADSs are properly re-tendered prior to the Expiration Date by following the procedures described above.

Securityholders who cannot deliver all required documents to the Depository prior to the Expiration Date may tender their ADSs by properly completing and duly executing the Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. Pursuant to those procedures, (a) tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by the Company, must be received by the Depository prior to the Expiration Date and (c) a book-entry confirmation with respect to all such ADSs, together with a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, and any other required documents, must be received by the Depository, in each case, within one trading day after the date of execution of the Notice of Guaranteed Delivery as provided in Section 3 of the Offer to Purchase. A “**trading day**” is any day on which the New York Stock Exchange is open for business.

**THE METHOD OF DELIVERY OF ADSS, THIS LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS IS AT THE SOLE ELECTION AND RISK OF THE TENDERING SECURITYHOLDER. ADSS, AND THIS LETTER OF TRANSMITTAL AND ALL OTHER DOCUMENTS WILL BE DEEMED DELIVERED ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. WHEN DELIVERING BY MAIL, WE RECOMMEND THAT YOU USE REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, AND THAT YOU PROPERLY INSURE THE DOCUMENTS. IN ALL CASES, YOU SHOULD ALLOW SUFFICIENT TIME TO ENSURE TIMELY DELIVERY.**

Except as specifically provided by the Offer to Purchase, no alternative, conditional or contingent tenders will be accepted. No fractional ADSs will be purchased. All tendering securityholders, by execution of this Letter of Transmittal, waive any right to receive any notice of the acceptance for payment of their ADSs.

**3. Inadequate Space.** If the space provided in this Letter of Transmittal is inadequate, the number of ADSs should be listed on a separate signed schedule attached hereto. The same ADSs cannot be tendered more than once, unless previously properly withdrawn as provided in Section 4 of the Offer to Purchase.

**4. Indication of Price at Which ADSs are Being Tendered.** For ADSs to be properly tendered, the securityholder MUST either (1) check the box in the section captioned “ADSs Tendered At Price Determined Under The Offer” in order to maximize the chance of having the Company accept for payment all of the ADSs tendered (subject to the possibility of proration) or (2) check the box indicating the price per ADS at which such securityholder is tendering ADSs under “ADSs Tendered At Price Determined by Securityholder.” Selecting option (1) could result in the securityholder receiving a price per ADS as low as US\$2.80. ONLY ONE BOX MAY BE CHECKED. IF MORE THAN ONE BOX IS CHECKED OR IF NO BOX IS CHECKED, THERE IS NO PROPER TENDER OF ADSS. A SECURITYHOLDER WISHING TO TENDER PORTIONS OF SUCH SECURITYHOLDER’S SHARE HOLDINGS AT DIFFERENT PRICES MUST COMPLETE A SEPARATE LETTER OF TRANSMITTAL FOR EACH PRICE AT WHICH SUCH SECURITYHOLDER WISHES TO TENDER EACH SUCH PORTION OF SUCH SECURITYHOLDER’S ADSS. The same ADSs cannot be tendered more than once, unless previously properly withdrawn as provided in Section 4 of the Offer to Purchase, at more than one price.

**5. Signatures on Letter of Transmittal, Stock Powers and Endorsements.** If this Letter of Transmittal is signed by the registered holder(s) of ADSs tendered hereby, the signature(s) must correspond with the name(s) as written on a security position listing without any change or alteration whatsoever.

If any of the ADSs tendered hereby are owned of record by two or more joint owners, all such persons must sign this Letter of Transmittal.

If this Letter of Transmittal or any stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, he or she should so indicate when signing and submit proper evidence satisfactory to the Company of his or her authority to so act.

If this Letter of Transmittal is signed by the registered owner(s) of ADSs tendered hereby, no endorsements or separate stock powers are required unless payment of the purchase price is to be made to a person other than the registered owner(s). Signatures on any such stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of ADSs tendered hereby, it must be accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered owner(s) appear(s) on the security position listing(s). The signature(s) on any such stock power(s) must be guaranteed by an Eligible Institution.

**6. Stock Transfer Taxes.** Except as otherwise provided in this Instruction 6, the Company will pay any stock transfer taxes with respect to the transfer and sale of ADSs to it pursuant to the Offer. If, however, payment of the purchase price for ADSs is to be made to, or if ADSs not tendered or accepted for payment are to be registered in the name of, any person(s) other than the registered owner(s), or if ADSs tendered hereby are registered in the name(s) of any person(s) other than the person(s) signing this Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered owner(s) or such other person(s)) payable on account of the transfer to such person(s) will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes or exemption from the payment of such taxes is submitted with this Letter of Transmittal.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to this Letter of Transmittal.

**7. Special Payment and Delivery Instructions.** If a check for the purchase price of any ADSs accepted for payment is to be issued in the name of a person other than the signer of this Letter of Transmittal, or if a

check is to be sent to a person other than the signer of this Letter of Transmittal or to an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed.

**8. Waiver of Conditions; Irregularities.** All questions as to the number of ADSs to be accepted, the purchase price to be paid for ADSs to be accepted, the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of ADSs and the validity (including time of receipt) and form of any notice of withdrawal of tendered ADSs will be determined by the Company, in its sole discretion, subject to applicable laws, and such determination will be final and binding on all parties absent a finding to the contrary by a court of competent jurisdiction. The Company may delegate power in whole or in part to the Depository. The Company reserves the absolute right to reject any or all tenders of any ADSs that the Company determines are not in proper form or the acceptance for payment of or payment for which may, in the opinion of the Company's counsel, be unlawful. The Company reserves the absolute right to reject any notices of withdrawal that it determines are not in proper form. The Company also reserves the absolute right, subject to the applicable rules and regulations of the SEC, to waive any of the conditions of the Offer prior to the Expiration Date or any defect or irregularity in any tender or withdrawal with respect to any particular ADSs or any particular securityholder (whether or not the Company waives similar defects or irregularities in the case of other securityholders), and the Company's interpretation of the terms of the Offer (including these instructions) will be final and binding on all parties absent a finding to the contrary by a court of competent jurisdiction. In the event a condition of the Offer is waived with respect to any particular securityholder, the same condition will be waived with respect to all securityholders. No tender or withdrawal of ADSs will be deemed to have been properly made until all defects or irregularities have been cured by the tendering or withdrawing securityholder or waived by the Company. The Company will not be liable for failure to waive any condition of the Offer, or any defect or irregularity in any tender or withdrawal of ADSs. Unless waived, any defects or irregularities in connection with tenders or withdrawals must be cured within the period of time the Company determines. **None of the Company, the Information Agent, the Depository or any other person will be obligated to give notice of any defects or irregularities in any tender or withdrawal, nor will any of the foregoing incur any liability for failure to give any such notification.**

**9. Backup Withholding.** Under U.S. federal income tax laws, the Depository will be required to withhold a portion of the amount of any payments made to certain shareholders (or other payees) pursuant to the Offer, as applicable. In order to avoid backup withholding of U.S. federal income tax on payments of cash pursuant to the Offer, a U.S. Holder (as defined below) tendering ADSs in the Offer that does not otherwise establish an exemption from backup withholding must provide the Depository or other applicable withholding agent with such U.S. Holder's correct taxpayer identification number ("TIN") (i.e., social security number or employer identification number) on a duly completed and properly executed IRS Form W-9, a copy of which is included with this Letter of Transmittal, and certify under penalties of perjury that (i) the TIN provided is correct, (ii) (a) the U.S. Holder is exempt from backup withholding, (b) the U.S. Holder has not been notified by the Internal Revenue Service (the "IRS") that such U.S. Holder is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the U.S. Holder that such U.S. Holder is no longer subject to backup withholding, and (iii) the U.S. Holder is a U.S. citizen or other U.S. person (as defined in the instructions to IRS Form W-9). If a U.S. Holder does not provide a correct TIN or fails to provide the certifications described above, and does not otherwise establish an exemption from backup withholding, the payment of cash to such U.S. Holder pursuant to the Offer would be subject to backup withholding at the applicable statutory rate (currently 24%). A U.S. Holder that does not provide a correct TIN may also be subject to penalties imposed by the IRS.

A "U.S. Holder" is any securityholder that for U.S. federal income tax purposes is (i) an individual who is a citizen or resident alien of the United States, (ii) a corporation or partnership (or other entity treated as a corporation or partnership) created or organized in the United States or under the laws of the United States, (iii) an estate the income of which is subject to U.S. federal income tax regardless of its source or (iv) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust, and one or more U.S. persons have the authority to control all substantial decisions of the trust or (b) it has a valid election in effect to be treated as a U.S. person.

Backup withholding is not an additional tax. Rather, the amount of the backup withholding can be credited against the U.S. federal income tax liability of the person subject to the backup withholding, provided that the required information is timely filed with the IRS. If backup withholding results in an overpayment of tax, a refund can be obtained upon timely filing an income tax return.

If ADSs are held in more than one name or are not in the name of the actual owner, consult the instructions to IRS Form W-9 for guidance on which number to report. If a U.S. Holder has not been issued a TIN and has applied for one or intends to apply for one in the near future, such U.S. Holder should consult the instructions to IRS Form W-9 for guidance on how to complete IRS Form W-9.

Non-U.S. Holders (as defined below) must provide the Depository or other applicable withholding agent with a duly completed and properly executed IRS Form W-8BEN, W-8BEN-E or other applicable IRS Form W-8 in order to avoid backup withholding. A copy of the appropriate IRS Form W-8 may be obtained from the Depository or from the IRS website ([www.irs.gov](http://www.irs.gov)). A “**Non-U.S. Holder**” is a securityholder that is not a U.S. Holder.

**Each securityholder is urged to consult its tax advisors for further guidance regarding the completion of IRS Form W-9, IRS Form W-8BEN, IRS Form W-8BEN-E or another version of IRS Form W-8 to claim exemption from backup withholding.**

**10. Requests for Assistance or Additional Copies.** If you have questions or need assistance, you should contact the Information Agent at its address and telephone number set forth on Schedule I to the Offer to Purchase. If you require additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery or other related materials, you should contact the Information Agent. Copies will be furnished promptly at the Company’s expense.

**11. Conditional Tenders.** As described in Sections 3 and 6 of the Offer to Purchase, securityholders may condition their tenders on all or a minimum number of their tendered ADSs being purchased.

If you wish to make a conditional tender you must indicate this in the box captioned “Conditional Tender” in this Letter of Transmittal and, if applicable, the Notice of Guaranteed Delivery. In this box in this Letter of Transmittal and, if applicable, the Notice of Guaranteed Delivery, you must calculate and appropriately indicate the minimum number of ADSs that must be purchased if any are to be purchased.

As discussed in Sections 3 and 6 of the Offer to Purchase, proration may affect whether the Company accepts conditional tenders and may result in ADSs tendered pursuant to a conditional tender being deemed withdrawn if the minimum number of ADSs would not be purchased. Upon the terms and subject to the conditions of the Offer, if, because of proration (because more than the number of ADSs sought are properly tendered), the minimum number of ADSs that you designate will not be purchased, the Company may accept conditional tenders made at or below the Purchase Price by random lot, if necessary. However, to be eligible for purchase by random lot, you must have tendered all of your ADSs and check the box so indicating. Upon selection by lot, if any, the Company will limit its purchase in each case to the designated minimum number of ADSs.

All tendered ADSs will be deemed unconditionally tendered unless the “Conditional Tender” box is completed.

The conditional tender alternative is made available so that a securityholder may seek to structure the purchase of ADSs pursuant to the Offer in such a manner that the purchase will be treated as a sale or exchange of such ADSs by the securityholder, rather than a distribution to the securityholder, for U.S. federal income tax purposes. It is the tendering securityholder’s responsibility to calculate the minimum number of ADSs that must be purchased from the securityholder in order for the securityholder to qualify for sale or exchange (rather than distribution) treatment for U.S. federal income tax purposes. Each securityholder is urged to consult his or her own tax advisor. See Section 6 of the Offer to Purchase.

**12. Odd Lots.** As described in Section 1 of the Offer to Purchase, if the Company is to purchase fewer than all ADSs tendered before the Expiration Date and not properly withdrawn, the ADSs purchased first will consist of all odd lots of less than 100 ADSs from securityholders who validly tender all of their ADSs at or below the Purchase Price and who do not validly withdraw them before the Expiration Date (tenders of less than all of the ADSs owned, beneficially or of record, by such Odd Lot Holder will not qualify for this preference). This preference will not be available unless the section captioned “Odd Lots” in this Letter of Transmittal is completed.

**13. Order of Purchase in Event of Proration.** As described in Section 1 of the Offer to Purchase, securityholders may designate the order in which their ADSs are to be purchased in the event of proration.

The order of purchase may have an effect on the U.S. federal income tax treatment and the amount of any gain or loss on ADSs purchased. See Section 1 and Section 13 of the Offer to Purchase.

***IMPORTANT:* THIS LETTER OF TRANSMITTAL, TOGETHER WITH ANY REQUIRED SIGNATURE GUARANTEES, AND ANY OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE, OR THE TENDERING SECURITYHOLDER MUST COMPLY WITH THE PROCEDURES FOR GUARANTEED DELIVERY.**



must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

### What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

#### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

#### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

#### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

##### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) <sup>**</sup>	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) <sup>**</sup>	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**\* Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

**\*\*** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

**Notice of Guaranteed Delivery  
For Tender of American Depositary Shares  
High Templar Tech Limited**

**THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON JUNE 24, 2026, UNLESS THE OFFER IS EXTENDED OR TERMINATED (SUCH DATE AND TIME, AS THEY MAY BE EXTENDED, THE “EXPIRATION DATE”).**

This Notice of Guaranteed Delivery must be used to accept the Offer (as defined below) if you want to tender your American Depositary Shares (“ADSs”) but:

- you cannot comply with the procedures for book-entry transfer by the Expiration Date (set forth in Section 3 of the Offer to Purchase); or
- your other required documents cannot be delivered to Equiniti Trust Company, LLC, the depository for the Offer (the “Depository”) by the Expiration Date,

in which case, you can still tender your ADSs if you comply with the guaranteed delivery procedures described in Section 3 of the Offer to Purchase, dated May 26, 2026 (together with any amendments or supplements thereto, the “**Offer to Purchase**”).

This Notice of Guaranteed Delivery, properly completed and duly executed, may be delivered to the Depository by hand, overnight courier, facsimile transmission or mail in accordance with the procedures set forth in the Offer to Purchase prior to the Expiration Date. See Section 3 of the Offer to Purchase.

*Deliver to:*

**Equiniti Trust Company, LLC**  
*the Depository for the Offer*

If delivering by express mail, courier,  
or other expedited service:

Equiniti Trust Company, LLC  
1110 Centre Pointe Curve  
Suite # 101  
Mendota Heights, MN 55120  
Attn: Onbase — Reorganization Department

By mail:

Equiniti Trust Company, LLC  
Operations Center  
Attn: Onbase — Reorganization Department  
1110 Centre Pointe Curve  
Suite # 101  
Mendota Heights, MN 55120

**For this Notice of Guaranteed Delivery to be validly delivered, it must be received by the Depository at one of the above addresses prior to the Expiration Date. Delivery of this instrument to an address other than as set forth above will not constitute a valid delivery. Deliveries to the Company, Deutsche Bank Securities Inc., the dealer manager for the Offer, D.F. King & Co., Inc., the information agent for the Offer, or The Depository Trust Company will not be forwarded to the Depository and therefore will not constitute valid delivery to the Depository.**

**This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on the Letter of Transmittal is required to be guaranteed by an Eligible Institution (as defined below) under the instructions to the Letter of Transmittal, the signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.**

Ladies and Gentlemen:

The undersigned hereby tenders to High Templar Tech Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “**Company**”), upon the terms and subject to the conditions set forth in its Offer to Purchase, dated May 26, 2026 (together with any amendments or supplements thereto, the “**Offer to Purchase**”), the related Letter of Transmittal (together with any amendments or supplements thereto, the “**Letter of Transmittal**”) and other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and the Letter to Transmittal, the “**Offer**”), receipt of which is hereby acknowledged by the undersigned, the number of ADSs

of the Company, each representing one Class A ordinary share, par value US\$0.0001 per share, listed below pursuant to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Offer to Purchase. Participants should notify the Depository prior to covering through the submission of a physical security directly to the Depository based on a guaranteed delivery that was submitted via The Depository Trust Company's PTO platform.

**Number of ADSs to be tendered:** **ADSs.**

PRICE (IN DOLLARS) PER ADS AT WHICH ADSS ARE BEING TENDERED

THE UNDERSIGNED IS TENDERING SHARES AS FOLLOWS **(CHECK ONLY ONE BOX):**

**ADSS TENDERED AT PRICE DETERMINED UNDER THE OFFER**

**(See Instruction 4 of The Letter of Transmittal)**

By checking the box below INSTEAD OF ONE OF THE BOXES UNDER "ADSs Tendered at Price Determined by Securityholder," the undersigned hereby tenders ADSs at the purchase price determined by the Company in accordance with the terms of the Offer.

The undersigned wants to maximize the chance of having the Company purchase all ADSs the undersigned is tendering (subject to the possibility of proration). Accordingly, by checking this box instead of one of the price boxes below, the undersigned hereby tenders ADSs at, and is willing to accept, the purchase price determined by the Company in accordance with the terms of the Offer. THE UNDERSIGNED UNDERSTANDS THAT THIS ELECTION COULD RESULT IN THE TENDERED ADSS BEING PURCHASED AT THE MINIMUM PRICE OF US\$2.80 PER ADS, WHICH IS THE LOW END OF THE PRICE RANGE IN THE OFFER, FOR PURPOSES OF DETERMINING THE PURCHASE PRICE. THE UNDERSIGNED ALSO UNDERSTANDS THAT THIS MAY HAVE THE EFFECT OF LOWERING THE PURCHASE PRICE AND COULD RESULT IN THE UNDERSIGNED RECEIVING A PER ADS PRICE AS LOW AS US\$2.80, WHICH IS THE LOW END OF THE PRICE RANGE IN THE OFFER, LESS ANY APPLICABLE WITHHOLDING TAXES AND WITHOUT INTEREST.

**OR**

**ADSS TENDERED AT PRICE DETERMINED BY SECURITYHOLDER**

**(See Instruction 4 of The Letter of Transmittal)**

By checking ONE of the following boxes below INSTEAD OF THE BOX UNDER "ADSs Tendered at Price Determined Under the Offer," the undersigned hereby tenders ADSs at the price checked. This action could result in none of the ADSs being purchased if the purchase price determined by the Company is less than the price checked below. A SECURITYHOLDER WHO DESIRES TO TENDER ADSS AT MORE THAN ONE PRICE MUST COMPLETE A SEPARATE INSTRUCTION FORM FOR EACH PRICE AT WHICH ADSS ARE TENDERED. The same ADSs cannot be tendered at more than one price, unless previously validly withdrawn as provided in Section 4 of the Offer to Purchase.

**PRICE (IN DOLLARS) PER ADS AT WHICH ADSS  
ARE BEING TENDERED**

**CHECK ONLY ONE BOX BELOW. IF MORE THAN ONE BOX BELOW IS CHECKED OR  
IF NO BOX BELOW IS CHECKED, THERE IS NO VALID TENDER OF SHARES.**

- |                                   |                                   |                                   |                                   |
|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> US\$2.80 | <input type="checkbox"/> US\$2.85 | <input type="checkbox"/> US\$2.90 | <input type="checkbox"/> US\$2.95 |
| <input type="checkbox"/> US\$3.00 | <input type="checkbox"/> US\$3.05 | <input type="checkbox"/> US\$3.10 | <input type="checkbox"/> US\$3.15 |
| <input type="checkbox"/> US\$3.20 |                                   |                                   |                                   |

**OR**

**CONDITIONAL TENDER**

**(See Instruction 11 of the Letter of Transmittal)**

A securityholder may tender ADSs subject to the condition that a specified minimum number of the securityholder's ADSs tendered pursuant to the Letter of Transmittal must be purchased if any ADSs tendered are purchased, all as described in the Offer to Purchase and particularly in Section 6 thereof. Unless at least that minimum number of ADSs indicated below is purchased by the Company pursuant to the terms of the Offer, none of the ADSs tendered by you will be purchased. It is the tendering securityholder's responsibility to calculate that minimum number of ADSs that must be purchased if any are purchased, and the Company urges securityholders to consult their own financial or tax advisors before completing this section. Unless this box has been checked and a minimum specified, the tender will be deemed unconditional.

- The minimum number of ADSs that must be purchased, if any are purchased, is: \_\_\_\_\_ ADSs.

If, because of proration, the minimum number of ADSs designated will not be purchased, the Company may accept conditional tenders by random lot, if necessary. However, to be eligible for purchase by random lot, the tendering shareholder must have tendered all of his or her ADSs and checked this box:

- The tendered ADSs represent all ADSs held by the undersigned.

**ODD LOTS**

**(See Instruction 12 of the Letter of Transmittal)**

To be completed only if ADSs are being tendered by or on behalf of a person owning, beneficially or of record, an aggregate of fewer than 100 ADSs. The undersigned either (check one box):

- is the beneficial owner of an aggregate of fewer than 100 ADSs, all of which are being tendered; or
- is a broker, dealer, commercial bank, trust company, or other nominee that (a) is tendering for the beneficial owner(s), ADSs with respect to which it is the record holder, and (b) believes, based upon representations made to it by the beneficial owner(s), that each such person is the beneficial owner of an aggregate of fewer than 100 ADSs and is tendering all of such ADSs.

**PLEASE SIGN ON THIS PAGE**

Name(s) of Record Holder(s): \_\_\_\_\_  
**(Please Print)**

Signature(s): \_\_\_\_\_

Address(es): \_\_\_\_\_  
**(Include Zip Code)**

Area code and telephone number: \_\_\_\_\_

If delivery will be by book-entry transfer, check this box.

Name of tendering institution: \_\_\_\_\_

Account number: \_\_\_\_\_

**GUARANTEE  
(NOT TO BE USED FOR SIGNATURE GUARANTEE)**

The undersigned, a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of the Securities Transfer Association Medallion Signature Guarantee Program, or an "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) (an "**Eligible Institution**"), hereby guarantees: (i) that the above-named person(s) "own(s)" and has or have a net long position in the ADSs being tendered within the meaning of Rule 14e-4 promulgated under the Exchange Act, (ii) that such tender of ADSs complies with Rule 14e-4 and (iii) it will deliver to the Depository (at one of its addresses set forth above) a confirmation of the book-entry transfer of the ADSs into the Depository's account at The Depository Trust Company together with a properly completed and duly executed Letter of Transmittal and any other required documents, within one (1) trading day (as defined in the Letter of Transmittal) after the date of receipt by the Depository of this Notice of Guaranteed Delivery.

The Eligible Institution that completes this form must communicate the guarantee to the Depository and must deliver the Letter of Transmittal to the Depository within the time period shown herein. Failure to do so could result in financial loss to such Eligible Institution. Participants should notify the Depository prior to covering through the submission of a physical security directly to the Depository based on a guaranteed delivery that was submitted via The Depository Trust Company's PTOP platform.

**Name of Eligible Institution Guaranteeing Delivery**  
**Address**  
**Zip Code**  
**(Area Code) Telephone No.**

**Authorized Signature**  
**Name (Print Name)**  
**Title**  
**Dated**

**This form is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Institution under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.**

**Offer to Purchase for Cash**  
by  
**High Templar Tech Limited**  
**Up to 39 Million of its American Depositary Shares**  
**At a Purchase Price not less than US\$2.80**  
**nor greater than US\$3.20 per American Depositary Share**

**THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M. NEW YORK CITY TIME, JUNE 24, 2026, UNLESS THE OFFER IS EXTENDED OR TERMINATED (SUCH DATE AND TIME, AS THEY MAY BE EXTENDED, THE “EXPIRATION DATE”).**

**To Brokers, Dealers, Banks, Trust Companies and Other Nominees:**

High Templar Tech Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Company,” “High Templar Tech,” “we,” “our” or “us”), is offering to purchase up to 39 million American Depositary Shares (the “ADSs”) of the Company, each representing one Class A ordinary share, par value US\$0.0001 per share, for purchase by us at a price calculated as described herein that is not less than US\$2.80 and not greater than US\$3.20 per ADS to the seller in cash, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions described in the Offer to Purchase dated May 26, 2026 (together with any amendments or supplements thereto, the “Offer to Purchase”), in the related Letter of Transmittal (together with any amendments or supplements thereto, the “Letter of Transmittal”) and in other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and Letter of Transmittal, the “Offer”).

Upon the terms and subject to the conditions of the Offer, we will determine a single per ADS price (the “Purchase Price”) that we will pay for ADSs properly tendered and not properly withdrawn, taking into account the total number of ADSs tendered and the prices specified, or deemed specified, by tendering securityholders. The Purchase Price will be the lowest price per ADS (in increments of US\$0.05) of not less than US\$2.80 and not greater than US\$3.20 that will enable us to purchase the number of ADSs sought in the Offer or, if a lesser number of ADSs is properly tendered, all ADSs that are properly tendered and not properly withdrawn. All ADSs acquired in the Offer will be acquired at the Purchase Price, including those ADSs tendered at a price lower than the Purchase Price. However, because of the “Odd Lot” priority, proration and conditional tender provisions described in the Offer to Purchase, fewer than all of the ADSs tendered at or below the Purchase Price may be purchased if more than the number of ADSs the Company seeks are properly tendered and not properly withdrawn. ADSs tendered but not purchased in the Offer will be returned to the tendering securityholders at the Company’s expense promptly after the Expiration Date. See Section 1 and Section 3 of the Offer to Purchase.

Capitalized terms used herein and not defined herein shall have the meanings given to them in the Offer to Purchase. The description of the Offer in this letter is only a summary and is qualified by the terms and conditions of the Offer set forth in the Offer to Purchase, the Letter of Transmittal and other related materials.

The Offer is not conditioned on the receipt of financing or any minimum number of ADSs being tendered. The Offer is, however, subject to certain other conditions. See Section 7 of the Offer to Purchase. The Company’s obligation to accept and pay for Shares properly tendered at or below the Purchase Price and not properly withdrawn pursuant to the Offer is conditioned upon the satisfaction or waiver of these conditions.

In the event that more than 39 million ADSs are properly tendered in the Offer, we may exercise our right to increase the number of ADSs sought in the Offer by an amount not exceeding 2% of our outstanding ADSs without extending the Expiration Date. We also expressly reserve the right, in our sole discretion, to amend the Offer to purchase additional ADSs, subject to applicable law. See Section 1 of the Offer to Purchase.

As described in the Offer to Purchase, if more than 39 million ADSs (or such greater number of ADSs as we may elect to purchase, subject to applicable law) are properly tendered at or below the Purchase Price and not properly withdrawn, we will accept ADSs for purchase in the following order of priority:

- *first*, we will purchase Odd Lots (as defined in the Offer to Purchase) of fewer than 100 ADSs at the Purchase Price from securityholders who validly tender all of their ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender (as defined in the Offer to Purchase)) and who do not validly withdraw them before the Expiration Date (tenders of less than all of the ADSs owned, beneficially or of record, by such Odd Lot Holder (as defined in the Offer to Purchase) will not qualify for this preference);
- *second*, after purchasing all Odd Lots that were properly tendered at or below the Purchase Price (including ADSs tendered by Purchase Price Tender), subject to the conditional tender provisions (whereby a holder may specify a minimum number of such holder's ADSs that must be purchased if any such ADSs are purchased), we will purchase ADSs at the Purchase Price from all other securityholders who validly tender ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender) and who do not validly withdraw them before the Expiration Date (except for securityholders who tendered ADSs conditionally for which the condition was not satisfied), on a pro rata basis, with appropriate adjustments to avoid purchases of fractional ADSs, until we have acquired the number of ADSs that we have offered to purchase; and
- *third*, only if necessary to permit us to purchase the number of ADSs that we have offered to purchase, we will purchase ADSs at the Purchase Price from securityholders who have validly tendered ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender) conditionally (for which the condition was not initially satisfied) by random lot, to the extent feasible. To be eligible for purchase by random lot, securityholders whose ADSs are conditionally tendered must have validly tendered all of their ADSs at or below the Purchase Price and not validly withdrawn them before the Expiration Date.

We may not purchase all of the ADSs that you tender even if you validly tender them a price at or below the Purchase Price, including because of the "Odd Lot" priority, proration and conditional tender provisions described in the Offer to Purchase. See Section 1 and Section 6 of the Offer to Purchase.

For your information and for forwarding to those of your clients for whom you hold ADSs registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer to Purchase;
2. The Letter of Transmittal for your use and for the information of your clients;
3. Notice of Guaranteed Delivery to be used to accept the Offer if all required documents cannot be delivered to the Depository, or if the procedure for book-entry transfer cannot be completed, before the Expiration Date, as described in Section 3 of the Offer to Purchase;
4. A letter to clients that you may send to your clients for whose accounts you hold ADSs registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and
5. A return envelope addressed to Equiniti Trust Company, LLC, as depository for the Offer (the "Depository").

The Company's Board of Directors has authorized the Company to make the Offer. However, none of the Company, the members of its Board of Directors, Deutsche Bank Securities Inc., the dealer manager for the Offer (the "Dealer Manager"), the Depository or D.F. King & Co., Inc., the information agent for the Offer (the "Information Agent"), makes any recommendation to any securityholder as to whether to tender or refrain from tendering any ADSs. None of the Company, the members of its Board of Directors, the Dealer Manager, the Depository or the Information Agent has authorized any person to make any recommendation to you as to whether you should tender or refrain from tendering your ADSs. Securityholders should carefully evaluate all information in the Offer to Purchase and the Letter of Transmittal, and should consult their own financial and tax advisors. Securityholders must decide whether to tender or refrain from tendering their ADSs. In doing so, a securityholder should read carefully the information in the Offer to Purchase and the Letter of Transmittal, including our reasons for and effects of making the Offer, before making any decision with respect to the Offer.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. PLEASE NOTE THAT THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON JUNE 24, 2026, UNLESS THE OFFER IS EXTENDED.

Payment for ADSs tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depository of: (i) a timely confirmation of the book-entry transfer of the ADSs into the Depository's account at The Depository Trust Company as described in the Offer to Purchase; (ii) one of (a) a properly completed and duly executed Letter of Transmittal, including any required signature guarantees or (b) an Agent's Message (as defined in Section 3 of the Offer to Purchase); and (iii) any other documents required by the Letter of Transmittal. Securityholders who cannot deliver all required documents to the Depository, or cannot complete the procedures for book-entry transfer prior to the Expiration Date, must properly complete and duly execute the Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase.

The Company will not pay any fees or commissions to brokers, dealers, commercial banks, trust companies or other nominees (other than fees to the Dealer Manager and the Information Agent as described in Section 15 of the Offer to Purchase) for soliciting tenders of ADSs pursuant to the Offer. Securityholders holding ADSs through brokers, dealers, commercial banks, trust companies or other nominees are urged to consult the brokers, dealers, commercial banks, trust companies or other nominees to determine whether transaction costs may apply if securityholders tender ADSs through the brokers, dealers, commercial banks, trust companies or other nominees and not directly to the Depository. The Company will, however, upon request, reimburse brokers, dealers, commercial banks, trust companies or other nominees for customary mailing and handling expenses incurred by them in forwarding the Offer to Purchase, the Letter of Transmittal and related materials to the beneficial owners of ADSs held by them as a nominee or in a fiduciary capacity. No broker, dealer, commercial bank, trust company or other nominee has been authorized to act as our agent or the agent of the Dealer Manager, the Information Agent or the Depository for purposes of the Offer. We will pay or cause to be paid all share transfer taxes, if any, on our purchase of ADSs except as otherwise provided in the Offer to Purchase and Instruction 6 in the Letter of Transmittal.

Any inquiries you may have with respect to the Offer may be addressed to the Information Agent at the address and telephone number appearing on the Offer to Purchase.

Additional copies of the Offer to Purchase, the Letter of Transmittal and other related materials may also be obtained from the Information Agent for the Offer by calling toll-free at (888) 644-5854, toll at (646) 989-1649 or email at [htt@dfking.com](mailto:htt@dfking.com).

Very truly yours,

Equiniti Trust Company, LLC

NOTHING CONTAINED IN THIS DOCUMENT OR IN THE ENCLOSED DOCUMENTS WILL MAKE YOU OR ANY OTHER PERSON AN AGENT OF THE COMPANY, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY OR ANY AFFILIATE OF ANY OF THE FOREGOING, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED AND THE STATEMENTS CONTAINED IN THOSE DOCUMENTS.

**Offer to Purchase for Cash**  
**by**  
**High Templar Tech Limited**  
**Up to 39 Million of its American Depositary Shares**  
**At a Purchase Price not less than US\$2.80**  
**nor greater than US\$3.20 per American Depositary Share**

**THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M. NEW YORK CITY TIME, JUNE 24, 2026, UNLESS THE OFFER IS EXTENDED OR TERMINATED (SUCH DATE AND TIME, AS THEY MAY BE EXTENDED, THE “EXPIRATION DATE”).**

**To Our Clients:**

High Templar Tech Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Company,” “High Templar Tech,” “we,” “our” or “us”), invites our securityholders to tender up to 39 million American Depositary Shares (the “ADSs”) of the Company, each representing one Class A ordinary share, par value US\$0.0001 per share, for purchase by us at a price calculated as described herein that is not less than US\$2.80 and not greater than US\$3.20 per ADS to the seller in cash, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions described in the Offer to Purchase (together with any amendments or supplements thereto, the “Offer to Purchase”), in the related Letter of Transmittal (together with any amendments or supplements thereto, the “Letter of Transmittal”) and in other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and Letter of Transmittal, the “Offer”).

Upon the terms and subject to the conditions of the Offer, we will determine a single per ADS price (the “Purchase Price”) that we will pay for ADSs properly tendered and not properly withdrawn, taking into account the total number of ADSs tendered and the prices specified, or deemed specified, by tendering securityholders. The Purchase Price will be the lowest price per ADS (in increments of US\$0.05) of not less than US\$2.80 and not greater than US\$3.20 that will enable us to purchase the number of ADSs sought in the Offer or, if a lesser number of ADSs is properly tendered, all ADSs that are properly tendered and not properly withdrawn. All ADSs acquired in the Offer will be acquired at the Purchase Price, including those ADSs tendered at a price lower than the Purchase Price. However, because of the “Odd Lot” priority, proration and conditional tender provisions described in the Offer to Purchase, fewer than all of the ADSs tendered at or below the Purchase Price may be purchased if more than the number of ADSs the Company seeks are properly tendered and not properly withdrawn. ADSs tendered but not purchased in the Offer will be returned to the tendering securityholders at the Company’s expense promptly after the Expiration Date. See Section 1 and Section 3 of the Offer to Purchase.

Capitalized terms used herein and not defined herein shall have the meanings given to them in the Offer to Purchase. The description of the Offer in this letter is only a summary and is qualified by the terms and conditions of the Offer set forth in the Offer to Purchase, the Letter of Transmittal and other related materials.

The Offer is not conditioned on the receipt of financing or any minimum number of ADSs being tendered. The Offer is, however, subject to certain other conditions. See Section 7 of the Offer to Purchase. The Company’s obligation to accept and pay for ADSs properly tendered at or below the Purchase Price and not properly withdrawn pursuant to the Offer is conditioned upon the satisfaction or waiver of these conditions.

In the event that more than 39 million ADSs are properly tendered in the Offer, we may exercise our right to increase the number of ADSs sought in the Offer by an amount not exceeding 2% of our outstanding ADSs without extending the Expiration Date. We also expressly reserve the right, in our sole discretion, to amend the Offer to purchase additional ADSs, subject to applicable law. See Section 1 of the Offer to Purchase.

As described in the Offer to Purchase, if more than 39 million ADSs (or such greater number of ADSs as we may elect to purchase, subject to applicable law) are properly tendered at or below the Purchase Price and not properly withdrawn, we will accept ADSs for purchase in the following order of priority:

- *first*, we will purchase Odd Lots (as defined in the Offer to Purchase) of fewer than 100 ADSs at the Purchase Price from securityholders who validly tender all of their ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender) and who do not validly withdraw them before the Expiration Date (tenders of less than all of the ADSs owned, beneficially or of record, by such Odd Lot Holder (as defined in the Offer to Purchase) will not qualify for this preference);
- *second*, after purchasing all Odd Lots that were properly tendered at or below the Purchase Price (including ADSs tendered by Purchase Price Tender), subject to the conditional tender provisions (whereby a holder may specify a minimum number of such holder's ADSs that must be purchased if any such ADSs are purchased), we will purchase ADSs at the Purchase Price from all other securityholders who validly tender ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender) and who do not validly withdraw them before the Expiration Date (except for securityholders who tendered ADSs conditionally for which the condition was not satisfied), on a pro rata basis, with appropriate adjustments to avoid purchases of fractional ADSs, until we have acquired the number of ADSs that we have offered to purchase; and
- *third*, only if necessary to permit us to purchase the number of ADSs that we have offered to purchase, we will purchase ADSs at the Purchase Price from securityholders who have validly tendered ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender) conditionally (for which the condition was not initially satisfied) by random lot, to the extent feasible. To be eligible for purchase by random lot, securityholders whose ADSs are conditionally tendered must have validly tendered all of their ADSs at or below the Purchase Price and not validly withdrawn them before the Expiration Date.

We may not purchase all of the ADSs that you tender even if you validly tender them a price at or below the Purchase Price, including because of the "odd lot" priority, proration and conditional tender provisions described in the Offer to Purchase.

The Offer is not conditioned on any minimum number of ADSs being tendered. The Offer is, however, subject to certain other conditions. See Section 7 of the Offer to Purchase.

We are the owner of record of ADSs held for your account. As such, we are the only ones who can tender your ADSs, and we can tender your ADSs only pursuant to your instructions. WE ARE SENDING YOU THE LETTER OF TRANSMITTAL AND OTHER TENDER OFFER MATERIALS FOR YOUR INFORMATION ONLY; YOU CANNOT USE IT OR ANY OTHER MATERIALS TO TENDER ADSS WE HOLD FOR YOUR ACCOUNT.

Please instruct us as to whether you wish us to tender any or all of the ADSs we hold for your account in accordance with the terms and subject to the conditions of the Offer.

Please note the following:

1. You should consult with your broker or other financial or tax advisors on the possibility of designating the priority in which your ADSs will be purchased in the event of proration.
2. ADSs may be tendered at prices not greater than US\$3.20 and not less than US\$2.80 per ADS, as indicated in the attached Instruction Form, to you in cash, less applicable withholding taxes and without interest, promptly after the Expiration Date. Prices may be specified in increments of US\$0.05.
3. The Offer, proration period and withdrawal rights will expire at 5:00 P.M., New York City time, on June 24, 2026, unless the Company extends or terminates the Offer in accordance with the terms and subject to the conditions of the Offer, subject to applicable law.
4. If you wish to tender portions of your ADSs at different prices, you must complete a separate Instruction Form for each price at which you wish to tender each such portion of your ADSs.

5. If you are an Odd Lot Holder (as defined in the Offer to Purchase) and you instruct us to tender on your behalf all of the ADSs that you own at or below the Purchase Price before the Expiration Date and check the box captioned “Odd Lots” on the attached Instruction Form, the Company, on the terms and subject to the conditions of the Offer, will accept all such ADSs for purchase before proration, if any, of the purchase of other ADSs validly tendered at or below the Purchase Price and not validly withdrawn before the Expiration Date.

6. If you wish to make your tender conditional upon the purchase of all ADSs that you tender or upon the Company’s purchase of a specified minimum number of the ADSs that you tender, you may elect to do so and thereby avoid possible proration of your tender. The Company’s purchase of ADSs from all tenders that are so conditioned will be determined by random lot selection to the extent feasible, and to be eligible for purchase by random lot selection, any securityholder whose ADSs are conditionally tendered must have tendered all of its ADSs. To elect such a condition, complete the box entitled “Conditional Tender” in the attached Instruction Form.

7. Tendering securityholders who are tendering ADSs registered in their name and who are tendering such ADSs directly to Equiniti Trust Company, LLC, the depository for the Offer (the “Depository”), will not be obligated to pay any brokerage commissions or fees to the Company or, except as set forth in the Offer to Purchase and the Letter of Transmittal, stock transfer taxes on the Company’s purchase of ADSs under the Offer.

YOUR PROMPT ACTION IS REQUESTED. YOUR INSTRUCTION FORM SHOULD BE FORWARDED TO US WITH AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF BEFORE THE EXPIRATION DATE. PLEASE NOTE THAT THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON JUNE 24, 2026, UNLESS THE OFFER IS EXTENDED OR TERMINATED.

If you wish to have us tender any or all of your ADSs, please instruct us by completing, executing, detaching and returning the attached Instruction Form.

The Offer is being made solely under the Offer to Purchase, the Letter of Transmittal and related materials, and is being made to all record holders of ADSs. The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of ADSs residing in any jurisdiction in which the making of the Offer or acceptance thereof will not be in compliance with the securities, “blue sky” or other applicable laws of such jurisdiction.

## INSTRUCTION FORM

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated May 26, 2026 (together with any amendments or supplements thereto, the "Offer to Purchase"), the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal") and other related materials (together with any amendments or supplements thereto, the Offer to Purchase and the Letter of Transmittal, the "Offer") in connection with the offer by High Templar Tech Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Company"), to purchase up to 39 million American Depositary Shares (the "ADSs") of the Company, each representing one Class A ordinary share, par value US\$0.0001 per share, for purchase by us at a price calculated as described herein that is not less than US\$2.80 and not greater than US\$3.20 per ADS to the seller in cash, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions of the Offer. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Offer to Purchase.

The undersigned hereby instruct(s) you to tender to the Company the number of ADSs indicated below, or, if no number is specified, all ADSs you hold for the account of the undersigned, at the price per ADS indicated below, upon the terms and subject to the conditions of the Offer.

**Aggregate Number Of ADSs To Be Tendered  
By You For The Account Of The Undersigned:**                      **ADSs\*.**

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\* Unless otherwise indicated, it will be assumed that all ADSs held by us for your account are to be tendered.

PRICE (IN DOLLARS) PER ADS AT WHICH ADSS ARE BEING TENDERED

THE UNDERSIGNED IS TENDERING SHARES AS FOLLOWS (CHECK ONLY ONE BOX):

### **ADSS TENDERED AT PRICE DETERMINED UNDER THE OFFER**

**(See Instruction 4 of The Letter of Transmittal)**

By checking the box below INSTEAD OF ONE OF THE BOXES UNDER "ADSs Tendered at Price Determined by Securityholder," the undersigned hereby tenders ADSs at the purchase price determined by the Company in accordance with the terms of the Offer.

The undersigned wants to maximize the chance of having the Company purchase all ADSs the undersigned is tendering (subject to the possibility of proration). Accordingly, by checking this box instead of one of the price boxes below, the undersigned hereby tenders ADSs at, and is willing to accept, the purchase price determined by the Company in accordance with the terms of the Offer. THE UNDERSIGNED UNDERSTANDS THAT THIS ELECTION COULD RESULT IN THE TENDERED ADSS BEING PURCHASED AT THE MINIMUM PRICE OF US\$2.80 PER ADS, WHICH IS THE LOW END OF THE PRICE RANGE IN THE OFFER, FOR PURPOSES OF DETERMINING THE PURCHASE PRICE. THE UNDERSIGNED ALSO UNDERSTANDS THAT THIS MAY HAVE THE EFFECT OF LOWERING THE PURCHASE PRICE AND COULD RESULT IN THE UNDERSIGNED RECEIVING A PER ADS PRICE AS LOW AS US\$2.80, WHICH IS THE LOW END OF THE PRICE RANGE IN THE OFFER, LESS ANY APPLICABLE WITHHOLDING TAXES AND WITHOUT INTEREST.

**OR**

### **ADSS TENDERED AT PRICE DETERMINED BY SECURITYHOLDER**

**(See Instruction 4 of The Letter of Transmittal)**

By checking ONE of the following boxes below INSTEAD OF THE BOX UNDER "ADSs Tendered at Price Determined Under the Offer," the undersigned hereby tenders ADSs at the price checked. This action

could result in none of the ADSs being purchased if the purchase price determined by the Company is less than the price checked below. A SECURITYHOLDER WHO DESIRES TO TENDER ADSS AT MORE THAN ONE PRICE MUST COMPLETE A SEPARATE INSTRUCTION FORM FOR EACH PRICE AT WHICH ADSS ARE TENDERED. The same ADSs cannot be tendered at more than one price, unless previously validly withdrawn as provided in Section 4 of the Offer to Purchase.

**PRICE (IN DOLLARS) PER ADS AT WHICH ADSS  
ARE BEING TENDERED**

- |                                   |                                   |                                   |                                   |
|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> US\$2.80 | <input type="checkbox"/> US\$2.85 | <input type="checkbox"/> US\$2.90 | <input type="checkbox"/> US\$2.95 |
| <input type="checkbox"/> US\$3.00 | <input type="checkbox"/> US\$3.05 | <input type="checkbox"/> US\$3.10 | <input type="checkbox"/> US\$3.15 |
| <input type="checkbox"/> US\$3.20 |                                   |                                   |                                   |

**OR**

**CONDITIONAL TENDER**

**(See Instruction 11 of the Letter of Transmittal)**

A securityholder may tender ADSs subject to the condition that a specified minimum number of the securityholder's ADSs tendered pursuant to the Letter of Transmittal must be purchased if any ADSs tendered are purchased, all as described in the Offer to Purchase and particularly in Section 6 thereof. Unless at least that minimum number of ADSs indicated below is purchased by the Company pursuant to the terms of the Offer, none of the ADSs tendered by you will be purchased. It is the tendering securityholder's responsibility to calculate that minimum number of ADSs that must be purchased if any are purchased, and the Company urges securityholders to consult their own financial or tax advisors before completing this section. Unless this box has been checked and a minimum specified, the tender will be deemed unconditional.

- The minimum number of ADSs that must be purchased, if any are purchased, is: \_\_\_\_\_ ADSs.

If, because of proration, the minimum number of ADSs designated will not be purchased, the Company may accept conditional tenders by random lot, if necessary. However, to be eligible for purchase by random lot, the tendering shareholder must have tendered all of his or her ADSs and checked this box:

- The tendered ADSs represent all ADSs held by the undersigned.

**ODD LOTS**

**(See Instruction 12 of the Letter of Transmittal)**

To be completed only if ADSs are being tendered by or on behalf of a person owning, beneficially or of record, an aggregate of fewer than 100 ADSs. The undersigned either (check one box):

- is the beneficial owner of an aggregate of fewer than 100 ADSs, all of which are being tendered; or
- is a broker, dealer, commercial bank, trust company, or other nominee that (a) is tendering for the beneficial owner(s), ADSs with respect to which it is the record holder, and (b) believes, based upon representations made to it by the beneficial owner(s), that each such person is the beneficial owner of an aggregate of fewer than 100 ADSs and is tendering all of such ADSs.

The method of delivery of this document is at the election and risk of the tendering shareholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

**The Company's Board of Directors has authorized the Company to make the Offer. However, none of the Company, any of the members of its Board of Directors, Deutsche Bank Securities Inc., the dealer manager for the Offer (the "Dealer Manager"), D.F. King & Co., Inc., the information agent for the Offer (the "Information**

Agent”), or the Depositary makes any recommendation to securityholders as to whether they should tender or refrain from tendering their ADSs or as to any price at which they may tender ADSs. None of the Company, any of the members of its Board of Directors, the Dealer Manager, the Information Agent or the Depositary has authorized any person to make any recommendation to you as to whether you should tender or refrain from tendering your ADSs. Securityholders should carefully evaluate all information in the Offer to Purchase and in the Letter of Transmittal, consult their own financial and tax advisors and make their own decisions about whether to tender or refrain from tendering your ADSs and, if deciding to tender and how many ADSs to tender.

**SIGNATURE**

Signature(s)

\_\_\_\_\_

Name(s)

\_\_\_\_\_

**(Please Print)**

Taxpayer Identification or Social Security No.:

\_\_\_\_\_

**(Please Print)**

Address(es)

\_\_\_\_\_

**(Include Zip Code)**

Phone Number (including Area Code)

\_\_\_\_\_

Date:

\_\_\_\_\_

*This announcement is neither an offer to purchase nor a solicitation of an offer to sell ADSs (as defined below) of High Templar Tech Limited. The Offer (as defined below) is made solely by the Offer to Purchase (as defined below), the related Letter of Transmittal (as defined below), other related materials and any amendments or supplements thereto. The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of ADSs in any jurisdiction or in any circumstances in which the making or acceptance of offers to sell ADSs would not be in compliance with applicable law, provided that High Templar Tech Limited will comply with the requirements of Rule 13e-4(f)(8) promulgated under the Securities Exchange Act of 1934, as amended. In any jurisdiction where the securities or blue sky laws require the Offer be made by a licensed broker or dealer, the Offer shall be deemed made on behalf of High Templar Tech Limited by the Dealer Manager (as defined below) or one or more registered brokers or dealers, which are licensed under the laws of such jurisdiction.*

**Notice of Offer to Purchase for Cash**

by

**High Templar Tech Limited**

**Up to 39,000,000 of its American Depositary Shares at a Cash Purchase Price Not More than US\$3.20**

**per ADS Nor Less than US\$2.80 per ADS**

High Templar Tech Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “**Company**,” “**we**,” “**our**” or “**us**”), is offering to purchase up to 39 million American Depositary Shares (the “**ADSs**”) of the Company, each representing one Class A ordinary share, par value US\$0.0001 per share, at a price calculated as described herein and in the Offer to Purchase (as defined below) that is not greater than US\$3.20 nor less than US\$2.80 per ADS to the seller in cash, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions described in the Offer to Purchase, dated May 26, 2026 (together with any amendments or supplements thereto, the “**Offer to Purchase**”), in the related Letter of Transmittal (together with any amendments or supplements thereto, the “**Letter of Transmittal**”) and in other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and the Letter of Transmittal, the “**Offer**”). The description of the Offer herein is only a summary and is qualified by the terms and conditions of the Offer set forth in the Offer to Purchase, the Letter of Transmittal and other related materials.

**THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON JUNE 24, 2026, UNLESS THE OFFER IS EXTENDED OR TERMINATED (SUCH DATE AND TIME, AS THEY MAY BE EXTENDED, THE “EXPIRATION DATE”).**

The Offer is not conditioned on the receipt of financing or any minimum number of ADSs being tendered. The Offer is, however, subject to certain other conditions as set forth in the Offer to Purchase.

Upon the terms and subject to the conditions of the Offer, we will determine a single per ADS price (the “**Purchase Price**”) that we will pay for ADSs properly tendered and not properly withdrawn, taking into account the total number of ADSs tendered and the prices specified, or deemed specified, by tendering securityholders. The Purchase Price will be the lowest price per ADS (in increments of US\$0.05) of not less than US\$2.80 and not greater than US\$3.20 that will enable us to purchase the number of ADSs sought in the Offer or, if a lesser number of ADSs is properly tendered, all ADSs that are properly tendered and not properly withdrawn. All ADSs acquired in the Offer will be acquired at the Purchase Price, including those ADSs tendered at a price lower than the Purchase Price. However, because of the “Odd Lot” priority, proration and conditional tender provisions described in the Offer to Purchase, fewer than all of the ADSs tendered at or below the Purchase Price may be purchased if more than the number of ADSs the Company seeks are properly tendered and not properly withdrawn. ADSs tendered but not purchased in the Offer will be returned to the tendering securityholders at the Company’s expense promptly after the Expiration Date.

If any tendered ADSs are not purchased in the Offer or are properly withdrawn before the Expiration Date, or if less than all ADSs evidenced by a securityholder's American Depositary Receipts ("ADRs") are tendered, certificates for ADSs not purchased in the Offer will be returned promptly after the expiration or termination of the Offer or the proper withdrawal of the ADSs, or, in the case of ADSs tendered by book-entry transfer at The Depository Trust Company (the "**Book-Entry Transfer Facility**"), the ADSs will be credited to the appropriate account maintained by the tendering securityholder at the Book-Entry Transfer Facility, in each case without expense to the securityholder.

In the event that more than 39 million ADSs are properly tendered in the Offer, we may exercise our right to increase the number of ADSs sought in the Offer by an amount not exceeding 2% of our outstanding ADSs without extending the Expiration Date. We also expressly reserve the right, in our sole discretion, to amend the Offer to purchase additional ADSs, subject to applicable law.

As of March 31, 2026, we had 91,792,332 Class A Ordinary Shares represented by ADSs and 63,491,172 Class B ordinary shares issued and outstanding, excluding (i) ordinary shares represented by ADSs repurchased by the Company which remain in issue and registered in the name of Deutsche Bank Trust Company Americas, the Company's ADS depository, (ii) ordinary shares issuable upon the exercise of outstanding share options and (iii) ordinary shares reserved for future issuance under our share incentive plan. No Class B Ordinary Shares will be tendered or purchased in the Offer and Qufenqi Holding Limited is the only shareholder of record of such shares. If the Offer is fully subscribed, it would represent approximately 42.5% of our outstanding ADSs. The ADSs are listed and traded on the New York Stock Exchange ("NYSE") under the trading symbol "HTT." On May 22, 2026, the last reported sale price of the ADSs on NYSE was US\$2.44 per ADS. **Shareholders are urged to obtain current market quotations for the ADSs before deciding whether and at what purchase price or purchase prices to tender their ADSs.**

The Company expressly reserves the right, in its sole discretion, at any time and from time to time and subject to applicable laws, to extend the period of time during which the Offer is open and thereby delay acceptance for payment of, and payment for, any ADSs by giving oral or written notice of such extension to Equiniti Trust Company, LLC, the depository for the Offer (the "**Depository**"), and making a public announcement of such extension not later than 9:00 a.m., New York City time, on the next business day after the previously scheduled or announced Expiration Date. The Offer will expire at 5:00 p.m., New York City time, on June 24, 2026, unless the Offer is terminated or the Company exercises its right to extend the period of time during which the Offer will remain open. Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for them to instruct it to accept the Offer on their behalf. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owners must take action in order to participate in the Offer.

In accordance with the instructions to the Letter of Transmittal, securityholders desiring to tender ADSs must either (i) specify that they are willing to sell their ADSs to us at the Purchase Price (which could result in the tendering securityholder receiving a purchase price per ADS as low as US\$2.80, the low end of the price range in the Offer, less any applicable withholding taxes and without interest) or (ii) specify the price or prices, not greater than US\$3.20 nor less than US\$2.80 per ADS, at which they are willing to sell their ADSs to us pursuant to the Offer. See the Offer to Purchase for recent sales prices for the ADSs.

Shareholders wishing to tender ADSs must follow the procedures set forth in the Offer to Purchase and in the Letter of Transmittal. Generally, for ADSs to be properly tendered pursuant to the Offer, confirmation of receipt of such ADSs pursuant to the procedure for book-entry transfer set forth in the Offer to Purchase, together with a properly completed and duly executed Letter of Transmittal, including any required signature guarantees, or an "Agent's Message" (as defined in the Offer to Purchase), and any other documents required by the Letter of Transmittal, must be received before the Expiration Date by the Depository at one of its addresses set forth on the back cover of the Offer to Purchase.

In the event that more than 39 million ADSs (or such greater number of ADSs as we may elect to purchase, subject to applicable law) are properly tendered at or below the Purchase Price and not properly withdrawn, we will accept ADSs for purchase in the following order of priority:

- *first*, we will purchase Odd Lots (as defined in the Offer to Purchase) of fewer than 100 ADSs at the Purchase Price from securityholders who validly tender all of their ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender (as defined in the Offer to Purchase)) and who do not validly withdraw them before the Expiration Date (tenders of less than all of the ADSs owned, beneficially or of record, by such Odd Lot Holder (as defined in the Offer to Purchase) will not qualify for this preference);
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- *second*, after purchasing all Odd Lots that were validly tendered at or below the Purchase Price (including ADSs tendered by Purchase Price Tender), subject to the conditional tender provisions (whereby a holder may specify a minimum number of such holder's ADSs that must be purchased if any such ADSs are purchased), we will purchase ADSs at the Purchase Price from all other securityholders who validly tender ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender) and who do not validly withdraw them before the Expiration Date (except for securityholders who tendered ADSs conditionally for which the condition was not satisfied), on a *pro rata* basis, with appropriate adjustments to avoid purchases of fractional ADSs, until we have acquired the number of ADSs that we have offered to purchase; and
- *third*, only if necessary to permit us to purchase the number of ADSs that we have offered to purchase, we will purchase ADSs at the Purchase Price from securityholders who have validly tendered ADSs at or below the Purchase Price (including ADSs tendered by Purchase Price Tender) conditionally (for which the condition was not initially satisfied) by random lot, to the extent feasible. To be eligible for purchase by random lot, securityholders whose ADSs are conditionally tendered must have validly tendered all of their ADSs at or below the Purchase Price and not validly withdrawn them before the Expiration Date.

For purposes of the Offer, we will be deemed to have accepted for payment (and therefore be deemed to have purchased), subject to the "Odd Lot" priority, proration and conditional tender provisions of the Offer, ADSs that are properly tendered at or below the Purchase Price and not properly withdrawn only when, as and if we give oral or written notice to the Depository of our acceptance of the ADSs for payment pursuant to the Offer.

Upon the terms and subject to the conditions of the Offer, promptly after the Expiration Date, we will accept for payment and pay a single per ADS purchase price for all of the ADSs accepted for payment in accordance with the Offer. In all cases, payment for ADSs properly tendered and accepted for payment in accordance with the Offer will be made promptly, subject to possible delay due to proration, but only after timely receipt by the Depository of: (i) ADRs evidencing ADSs or a timely confirmation of a book-entry transfer of ADSs into the Depository's account at DTC; (ii) a properly completed and duly executed Letter of Transmittal or an Agent's Message in the case of book-entry transfer; and (iii) any other documents required by the Letter of Transmittal.

In the event of proration, the Depository will determine the proration for each securityholder tendering ADSs and pay for those tendered ADSs accepted for payment as promptly as practicable after the Expiration Date and guaranteed delivery period. However, we expect that we will not be able to announce the final results of any proration or commence payment for any ADSs purchased pursuant to the Offer until at least three business days after the Expiration Date. ADSs tendered and not purchased, including all ADSs tendered at prices in excess of the Purchase Price and ADSs not purchased due to Odd Lot priority, proration or conditional tenders, in the case of ADSs tendered by book-entry transfer, will be credited to the account maintained with the Book-Entry Transfer Facility by the participant who delivered the ADSs, to the tendering securityholder promptly after the expiration or termination of the Offer at our expense.

ADSs previously tendered pursuant to the Offer may be withdrawn at any time before the Expiration Date, pursuant to the procedures we describe below. If, following the Expiration Date, we have not accepted for payment the ADSs you have tendered to us by 11:59 P.M., New York City time, on July 22, 2026, the 40th business day from the commencement of the Offer, you may also withdraw your ADSs at any time thereafter.

If you are a registered holder of ADSs, for a withdrawal to be effective, a notice of withdrawal, in written form, must be received in a timely manner by the Depository at one of its addresses set forth on the back cover of the Offer to Purchase. Any notice of withdrawal must specify the name of the tendering securityholder, the number of ADSs to be withdrawn and the name of the registered holder of the ADSs. If ADSs have been tendered pursuant to the procedures for book-entry transfer described in the Offer to Purchase, the notice of withdrawal also must specify the name and the number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn ADSs and must otherwise comply with the Book-Entry Transfer Facility's procedures. If a securityholder has used more than one Letter of Transmittal or has otherwise tendered ADSs in more than one group of ADSs, the securityholder may withdraw ADSs using either separate written notices of withdrawal or a combined written notice of withdrawal, so long as the information specified above is included.

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We will determine all questions as to the form and validity, including the time of receipt, of any notice of withdrawal, in our sole discretion, which determination will be final and binding on all parties absent a finding to the contrary by a court of competent jurisdiction. Neither we nor Deutsche Bank Securities Inc., as the dealer manager for the Offer (the “**Dealer Manager**”), the Depository, D.F. King & Co., Inc., as the information agent for the Offer (the “**Information Agent**”), or any other person will be obligated to give notice of any defects or irregularities in any tender or notice of withdrawal, nor will any of the foregoing incur liability for failure to give any such notification. Withdrawals may not be rescinded, and any ADSs properly withdrawn will be deemed not properly tendered for purposes of the Offer. However, withdrawn ADSs may be re-tendered before the Expiration Date by again following one of the procedures described in the Offer to Purchase. If we extend the Offer, are delayed in our purchase of ADSs or are unable to purchase ADSs pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depository may, subject to applicable law, retain tendered ADSs on our behalf, and the ADSs may not be withdrawn except to the extent tendering securityholders are entitled to withdrawal rights as described in the Offer to Purchase. Our reservation of the right to delay payment for ADSs that we have accepted for payment is limited by Exchange Act Rule 13e-4(f)(5), which requires that we must pay the consideration offered or return the ADSs tendered promptly after termination or withdrawal of the Offer.

If you hold ADSs through a broker, dealer, commercial bank, trust company or similar institution, any notice of withdrawal must be delivered by that institution on your behalf. The Book-Entry Transfer Facility is expected to remain open until 5:00 p.m., New York City time, on the Expiration Date. It will generally not be possible to direct such an institution to submit a written notice of withdrawal once that institution has closed for the day. You should consult with such institution on the procedures that must be complied with and the time by which such procedures must be completed to ensure that the institution has ample time to submit a written notice of withdrawal on your behalf prior to 5:00 p.m., New York City time, on the Expiration Date. ADSs can be properly withdrawn only if the Depository receives a written notice of withdrawal directly from the relevant institution that tendered the ADSs through the Book-Entry Transfer Facility.

We believe that the repurchase of ADSs pursuant to the Offer will allow us to return value to our securityholders and is a prudent use of our financial resources and that a prompt deployment of our investable cash for this purpose is in the best interests of our securityholders. The Offer provides a mechanism for completing a sizeable repurchase of ADSs more rapidly than would be possible through open market repurchases.

The modified Dutch auction tender offer set forth in the Offer to Purchase provides our securityholders with the opportunity to tender all or a portion of their ADSs and thereby receive a return of some or all of their investment in the Company, if they so elect.

The Offer also provides our securityholders with an efficient way to sell their ADSs without incurring brokerage fees or commissions associated with open market sales; however, securityholders who hold ADSs through nominees are urged to consult their nominees to determine whether transaction costs may apply.

If we complete the Offer, securityholders who do not participate in the Offer will automatically increase their relative percentage ownership interest in the Company and its future operations at no additional cost to them. These securityholders will also bear the attendant risks and rewards associated with owning the equity securities of the Company.

Generally, if you are a U.S. Holder (as defined in the Offer to Purchase), your receipt of cash from the Company in exchange for the ADSs that you tender will be a taxable transaction for U.S. federal income tax purposes. The cash you receive for your tendered ADSs will generally be treated for U.S. federal income tax purposes either as consideration received in respect of a sale or exchange of the ADSs purchased by the Company or as a distribution from the Company in respect of ADSs. See the Offer to Purchase for a more detailed discussion of the tax treatment of the Offer to U.S. Holders. The Company urges you to consult your own tax advisor as to the particular tax consequences to you of the Offer.

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**Our Board of Directors has authorized us to make the Offer. However, none of the Company, the members of our Board of Directors, the Dealer Manager, the Depositary or the Information Agent makes any recommendation to you as to whether you should tender or refrain from tendering your ADSs or as to the purchase price or purchase prices at which you may choose to tender ADSs. Neither we nor any member of our Board of Directors, the Dealer Manager, the Information Agent or the Depositary has authorized any person to make any recommendation with respect to the Offer. You must make your own decision as to whether to tender your ADSs and, if so, how many ADSs to tender and the purchase price or purchase prices at which you will tender them. We recommend that you consult your own financial and tax advisors, and read carefully and evaluate the information in the Offer to Purchase and in the Letter of Transmittal, including our reasons for and effects of making the Offer, before taking any action with respect to the Offer.**

Since inception, we have not declared or paid any dividends on our shares. We do not have any present plan to pay any dividends on our Class A ordinary shares or ADSs in the foreseeable future. We intend to retain most, if not all, of our available funds and any future earnings to operate and expand our business. Any other future determination to pay dividends will be made at the discretion of our Board of Directors and may be based on a number of factors, including our future operations and earnings, capital requirements and surplus, general financial condition, regulatory or contractual restrictions and other factors that the Board of Directors may deem relevant. If we pay any dividends, we will pay our ADS holders to the same extent as holders of our Class A ordinary shares, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. Cash dividends on our Class A ordinary shares, if any, will be paid in U.S. dollars.

The information required to be disclosed by Rule 13e-4(d)(1) of the Securities Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference. The Company is also filing with the SEC an Issuer Tender Offer Statement on Schedule TO, which includes additional information relating to the Offer.

Copies of the Offer to Purchase and the Letter of Transmittal are being mailed to record holders of ADSs, including brokers, dealers, commercial banks and trust companies whose names, or the names of whose nominees, appear on the Company's shareholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of ADSs. The Offer is explained in detail in those materials.

Questions or requests for assistance may be directed to the Information Agent or the Dealer Manager at their respective addresses and telephone numbers set forth below. Copies of the Offer to Purchase, the Letter of Transmittal and other related materials will be furnished promptly by the Information Agent at the Company's expense. Shareholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

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*The Depositary for the Offer is:*

**Equiniti Trust Company, LLC**

*The Information Agent for the Offer is:*

**D.F. King & Co., Inc.**

28 Liberty Street, 53<sup>rd</sup> Floor

New York, NY 10005

Shareholders, Banks and Brokers

Call Toll Free: (888) 644-5854

Toll: (646) 989-1649

Email: [HTT@dfking.com](mailto:HTT@dfking.com)

*The Dealer Manager for the Offer is:*

**Deutsche Bank Securities Inc.**

1 Columbus Circle

New York, New York 10019

Attention: Equity Capital Markets Syndicate Desk  
(212) 250-5600

**May 26, 2026**

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**High Templar Tech Commences a Tender Offer to Repurchase up to 39 Million of its ADSs**

XIAMEN, China, May 26, 2026 /PRNewswire/ -- High Templar Tech Limited (the “Company,” “High Templar” or “we”) (NYSE: HTT), announced today that it has commenced a “modified Dutch auction” tender offer (the “Tender Offer”) to purchase up to 39 million American Depositary Shares (the “ADSs”) of the Company, each representing one Class A ordinary share, par value US\$0.0001 per share, at a price not less than US\$2.80 per ADS or more than US\$3.20 per ADS (the “Purchase Price”), less any applicable withholding taxes and without interest. The Tender Offer will expire at 5:00 P.M., New York City time, on June 24, 2026, unless extended or earlier terminated (such date, as it may be extended, the “Expiration Date”).

A “modified Dutch auction” tender offer allows securityholders to indicate how many ADSs and at what price within the range described above they wish to tender their shares. Based on the number of ADSs tendered and the prices specified by the tendering securityholders, the Company will determine the lowest price per ADS (in increments of US\$0.05) within the range that will enable it to purchase 39 million ADSs, or such lesser number of ADSs that are properly tendered and not properly withdrawn prior to the expiration date of the Tender Offer. In the event that more than 39 million ADSs are properly tendered in the Tender Offer, the Company may exercise its right to increase the number of ADSs sought in the Tender Offer by an amount not exceeding 2% of its outstanding ADSs without extending the Expiration Date. The Company also expressly reserves the right, in its sole discretion, to amend the Tender Offer to purchase additional ADSs, subject to applicable law. All ADSs purchased in the Tender Offer will be purchased at the same price, even if the securityholders tendered at a lower price. ADSs tendered at a price above the price at which the Company is able to purchase 39 million ADSs will not be purchased in the Tender Offer.

The Tender Offer will not be conditioned upon the receipt of financing or any minimum number of ADSs being tendered. The Tender Offer will, however, be subject to certain conditions as specified in the offer to purchase, dated May 26, 2026 (the “Offer to Purchase”). While the Company’s Board of Directors has authorized the Company to make the Tender Offer, neither the Company, its Board of Directors, the dealer manager, the information agent or the depositary makes any recommendation to any shareholder as to whether to tender or refrain from tendering any ADSs or as to the price or prices at which securityholders may choose to tender their shares. The Company has not authorized any person to make any such recommendation. Shareholders must decide whether to tender their ADSs and, if so, how many ADSs to tender and at what price or prices to tender. In doing so, securityholders should carefully evaluate all of the information in the Tender Offer documents, when available, before making any decision with respect to the Tender Offer, and should consult their own broker or other financial and tax advisors.

The Tender Offer will be made under the Company’s US\$300 million share repurchase program announced in March 2024. Future repurchases under the program may be executed after the expiration of the Tender Offer through open market purchases or other means from time to time, subject to applicable laws and regulations and subject to market conditions and other factors.

Deutsche Bank Securities Inc. will serve as the dealer manager for the Tender Offer. Questions concerning the Tender Offer may be directed to Deutsche Bank Securities Inc. at (212) 250-5600. D.F. King & Co., Inc. will serve as information agent for the Tender Offer and Equiniti Trust Company, LLC will serve as depositary for the Tender Offer. For more information about the Tender Offer, please contact D.F. King & Co., Inc. at (888) 644-5854, toll at (646) 989-1649 or email at [htt@dfking.com](mailto:htt@dfking.com).

The Offer to Purchase, the Letter of Transmittal and related documents will be mailed to registered holders. Beneficial holders will receive the Offer to Purchase and communication from their bank, broker or custodian. For questions and information, please call the information agent toll-free at (888) 644-5854, toll at (646) 989-1649 or email at [htt@dfking.com](mailto:htt@dfking.com).

The ADSs are traded on the New York Stock Exchange under the symbol “HTT.”

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## **Certain Information Regarding the Tender Offer**

The information in this press release describing the Tender Offer is for informational purposes only and does not constitute an offer to buy or the solicitation of an offer to sell ADSs in the Tender Offer. The Tender Offer is being made only pursuant to the Offer to Purchase and the related materials that the Company is filing with the U.S. Securities and Exchange Commission (the "SEC"), and will distribute to its securityholders, as they may be amended or supplemented. Securityholders should read such Offer to Purchase and related materials carefully and in their entirety because they contain important information, including the various terms and conditions of the Tender Offer. Securityholders of the Company may obtain a free copy of the Tender Offer Statement on Schedule TO, the Offer to Purchase and other documents that the Company is filing with the SEC from the SEC's website at [www.sec.gov](http://www.sec.gov). Securityholders also will be able to obtain a copy of these documents, without charge, from D.F. King & Co., Inc., the information agent for the Tender Offer, toll free at (888) 644-5854, toll at (646) 989-1649 or email at [htt@dfking.com](mailto:htt@dfking.com). Securityholders are urged to carefully read all of these materials prior to making any decision with respect to the Tender Offer. Securityholders and investors who have questions or need assistance may call D.F. King & Co., Inc..

## **About High Templar Tech Limited**

High Templar is exploring innovative business opportunities globally to satisfy clients' demand by leveraging its technology know-how and financial service capabilities.

For more information, please visit <https://ir.hightemplar.com/>.

## **Safe Harbor Statement**

This announcement contains forward-looking statements. These forward-looking statements can be identified by terminology such as "will," "expects," "anticipates," "future," "intends," "plans," "believes," "estimates" and similar statements. Among other things, the expectation of its collection efficiency and delinquency, contain forward-looking statements. High Templar may also make written or oral forward-looking statements in its periodic reports to the SEC, in its annual report to securityholders, in press releases and other written materials and in oral statements made by its officers, directors or employees to third parties. Statements that are not historical facts, including statements about High Templar's beliefs and expectations, are forward-looking statements. Forward-looking statements involve inherent risks and uncertainties. A number of factors could cause actual results to differ materially from those contained in any forward-looking statement, including but not limited to the following: High Templar's goal and strategies; High Templar's expansion plans; High Templar's future business development, financial condition and results of operations; High Templar's expectations regarding demand for, and market acceptance of, its products; High Templar's expectations regarding keeping and strengthening its relationships with customers, business partners and other parties it collaborates with; general economic and business conditions; and assumptions underlying or related to any of the foregoing. Further information regarding these and other risks is included in High Templar's filings with the SEC. All information provided in this press release and in the attachments is as of the date of this press release, and High Templar does not undertake any obligation to update any forward-looking statement, except as required under applicable law.

## **For investor and media inquiries, please contact:**

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# Calculation of Filing Fee Tables

**Table 1: Transaction Valuation**

		Transaction Valuation	Fee Rate	Amount of Filing Fee
Fees to be Paid	1	\$ 124,800,000.00	0.0001381	\$ 17,234.88
Fees Previously Paid				
	Total Transaction Valuation:	\$ 124,800,000.00		
	Total Fees Due for Filing:			\$ 17,234.88
	Total Fees Previously Paid:			\$ 0.00
	Total Fee Offsets:			\$ 0.00
	Net Fee Due:			\$ 17,234.88

## Offering Note

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The transaction valuation is estimated only for purposes of calculating the filing fee. This calculation assumes the purchase of a total of 39,000,000 American Depositary Shares of High Templar Tech Limited at the maximum tender offer price of US\$3.20 per ADS in cash.

The amount of the filing fee, calculated at US\$138.10 per US\$1,000,000.00 of the transaction valuation in accordance with Rule 0-11(b) of the Securities Exchange Act of 1934, as amended, as modified by Filing Fee Rate Advisory for Fiscal Year 2026, issued August 25, 2025. The Transaction Valuation set forth above was calculated for the sole purpose of determining the filing fee and should not be used for any other purpose.

**Table 2: Fee Offset Claims and Sources**

Not Applicable

	Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Fee Paid with Fee Offset Source
Fee Offset Claims							
Fee Offset Sources							