LETTER FROM THE CHIEF EXECUTIVE OFFICER

Dear Shareholder:

You are cordially invited to attend the 2026 Annual Meeting of Shareholders of Future FinTech Group Inc., a Florida corporation (the "Company" or "Future FinTech"), which will be held at the Company's corporate headquarters, located at 02B-03A, 23/F, Sino Plaza, 255-257 Gloucester Road, Causeway Bay, Hong Kong, Special Administrative Region, People's Republic of China on November 19, 2026 at 10:30 A.M., local time.

The Notice of Annual Meeting of Shareholders and Proxy Statement describes the formal business to be transacted at the annual meeting. Our directors and officers will be present to respond to appropriate questions from shareholders. A shareholder must complete the attached proxy card or be present in person to vote at the meeting. The proxy statement and proxy card are expected to be mailed to all stockholders of record on or about October 21, 2026.

Whether or not you plan to attend the meeting, please vote as soon as possible. You can vote by returning the proxy card in the enclosed postage-prepaid envelope. This will ensure that your shares will be represented and voted at the meeting, even if you do not attend. If you attend the meeting, you may revoke your proxy and personally cast your vote. Attendance at the meeting does not itself revoke your proxy.

By Order of the Board of Directors,

/s/ Hu Li

Hu Li
Chief Executive Officer and Director
October 19, 2026

FUTURE FINTECH GROUP INC.
NOTICE OF ANNUAL MEETING OF SHAREHOLDERS

To be Held on November 19, 2026

NOTICE IS HEREBY GIVEN that the Annual Meeting of Shareholders of Future FinTech Group Inc., a Florida corporation (the "Company" or "Future FinTech"), will be held at the Company's corporate headquarters, located at 02B-03A, 23/F, Sino Plaza, 255-257 Gloucester Road, Causeway Bay, Hong Kong, Special Administrative Region, People's Republic of China on November 19, 2026 at 10:30 A.M., local time, for the following purposes, as set forth in the attached Proxy Statement:

(1) To elect five directors to hold office until the next Annual Meeting of Shareholders and until their successors are elected and qualified; and

(2) To ratify Wei, Wei & Co., LLP, as our independent registered public accounting firm for the fiscal year ending December 31, 2026; and

(3) To approve an amendment to the Company's Articles of Incorporation to increase the authorized shares of common stock from 9,375,000 to 900,000,000 shares (the "Authorized Share Increase Amendment"); and

(4) To approve an amendment to Article IX, Section 1 of the Company's Articles of Incorporation to reduce the shareholder vote required to amend the Articles of Incorporation from a majority of the combined voting power of the outstanding voting shares to a majority of the votes cast at a meeting at which a quorum is present (the "Article 9.1 Amendment"); and

(5) To adopt and approve the Future FinTech Group Inc. 2026 Omnibus Equity Plan; and

(6) To transact such other business as may properly come before the meeting or any adjournment thereof.

The Board of Directors of the Company (the "Board of Directors" or the "Board") and the Company's management have fixed the close of business on September 30, 2026 as the record date for determining the shareholders entitled to notice of, and to vote at, the Annual Meeting and any adjournment and postponements thereof (the "Record Date").

After careful consideration, the Board of Directors recommends a vote IN FAVOR OF the nominees for director named in the accompanying proxy statement, a vote IN FAVOR OF the ratification of Wei, Wei & Co., LLP, as our independent registered public accounting firm for the fiscal year ending December 31, 2026, a vote IN FAVOR OF the Authorized Share Increase Amendment, a vote IN FAVOR OF the Article 9.1 Amendment and a vote IN FAVOR OF the Future FinTech Group Inc. 2026 Omnibus Equity Plan.

Shareholders are cordially invited to attend the Annual Meeting in person. Whether you plan to attend the Annual Meeting or not, please complete, sign and date the enclosed Proxy Card and return it without delay in the enclosed postage-prepaid envelope. If you do attend the Annual Meeting, you may withdraw your proxy and vote personally on each matter brought before the meeting. **YOUR VOTE IS VERY IMPORTANT.**

By Order of the Board of Directors

/s/ Hu Li
Hu Li
Chief Executive Officer and Director
October 19, 2026

Hong Kong, China

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PROXY STATEMENT
FOR THE ANNUAL MEETING OF SHAREHOLDERS OF
FUTURE FINTECH GROUP INC.

To be Held on November 19, 2026

The Board of Directors of Future FinTech Group Inc., a Florida corporation ("Future FinTech" or the "Company"), is soliciting proxies for the Annual Meeting of Shareholders of the Company (the "Annual Meeting") to be held at our office, located at 02B-03A, 23/F, Sino Plaza, 255-257 Gloucester Road, Causeway Bay, Hong Kong, Special Administrative Region, People's Republic of China, on November 19, 2026, at 10:30 A.M., local time, and at any adjournments thereof. You are receiving a proxy statement because you own shares of the Company's common stock on the Record Date that entitle you to vote at the Annual Meeting. By using of a proxy, you can vote whether or not you attend the Annual Meeting. The proxy statement describes the matters we would like you to vote on and provides information on those matters so you can make an informed decision.

THE 2026 ANNUAL MEETING

Date, Time and Place of the Annual Meeting

The Annual Meeting will be held at 10:30 a.m., local time, on November 19, 2026, at the Company's office at 02B-03A, 23/F, Sino Plaza, 255-257 Gloucester Road, Causeway Bay, Hong Kong, Special Administrative Region, People's Republic of China.

Matters to be Voted Upon at the Annual Meeting

At the Annual Meeting, Future FinTech is asking its shareholders as of the record date of September 30, 2026 (the "Record Date") to consider and vote upon proposals:

(1) To elect five directors to hold office until the next Annual Meeting of Shareholders and until their successors are elected and qualified; and

(2) To ratify Wei, Wei & Co., LLP., as our independent registered public accounting firm for the fiscal year ending December 31, 2026; and

(3) To approve an amendment to the Company's Articles of Incorporation to increase the authorized shares of common stock from 9,375,000 to 900,000,000 shares (the "Authorized Share Increase Amendment"); and

(4) To approve an amendment to Article IX, Section 1 of the Company's Articles of Incorporation to reduce the shareholder vote required to amend the Articles of Incorporation from a majority of the combined voting power of the outstanding voting shares to a majority of the votes cast at a meeting at which a quorum is present (the "Article 9.1 Amendment"); and

(5) To adopt and approve Future FinTech Group Inc. 2026 Omnibus Equity Plan;

(6) To transact such other business as may properly come before the meeting or any adjournment thereof.

Record Date; Shares Entitled to Vote

Shareholders will be entitled to vote or direct votes to be cast at the Annual Meeting if they owned shares of Future FinTech common stock on the Record Date. Shareholders will have one vote for each share of Future FinTech common stock owned at the close of business on the Record Date. If your shares are held in "street name" or are in a margin or similar account, you should contact your broker to ensure that votes related to the shares you beneficially own are properly counted. At the close of business on September 30, 2026 (the "Record Date"), we had 8,674,730 shares of common stock outstanding.

Quorum

A quorum is the minimum number of shares required to hold a meeting. A majority of the shares of our common stock issued and outstanding and entitled to vote must be represented in person or by proxy at the meeting to establish a quorum. Both abstentions and broker non-votes are counted as present for determining the presence of a quorum. Broker non-votes, however, are not counted as shares present and entitled to be voted with respect to the matter on which the broker has not voted. Thus, broker non-votes will not affect the outcome of any of the matters to be voted on at the Annual Meeting.

Voting Generally

Holders of record of shares of the Company's Common Stock as of the Record Date are entitled to one vote per share on each matter to be considered and voted upon at the Annual Meeting.

Our Third Amended and Restated Articles of Incorporation, as amended, state that there is no cumulative voting in the election of directors. Under our Bylaws, all matters other than the election of directors that are submitted to shareholders for approval at the Annual Meeting will be approved if they receive the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on such matters, unless a greater vote is required by applicable law or our Articles of Incorporation. Each director nominee will be elected by a plurality of the votes cast at the Annual Meeting, provided that a quorum is present. Abstentions and non-votes will be counted for purposes of determining the presence of a quorum but will not be counted as a vote for the election as a director of any nominee.

Votes cast in person or by proxy at the Annual Meeting will be tabulated at the Annual Meeting. All valid, unrevoked proxies will be voted as directed. In the absence of instructions to the contrary, properly executed proxies will be voted (i) for the election of each of the nominees for director set forth herein, (ii) for the ratification of Wei, Wei & Co., LLP, as our independent registered public accounting firm for the fiscal year ending December 31, 2026, (iii) for the approval of the Authorized Share Increase Amendment, (vi) for the approval of the Article 9.1 Amendment, and (v) for the approval and adoption of the Future FinTech Group Inc. 2026 Omnibus Equity Plan.

If any matters other than those addressed on the proxy card are properly presented for action at the Annual Meeting, the persons named in the proxy card will have the discretion to vote on those matters in their best judgment, unless authorization is withheld.

Many of our shareholders hold their shares through a stockbroker, bank or other nominee rather than directly in their own names. As summarized below, there are some distinctions between shares held of record and those owned beneficially.

Shareholder of Record. If your shares are registered directly in your name with our transfer agent, Transhare Corporation, you are considered the shareholder of record with respect to those shares. As a shareholder of record, you have the right to grant your voting proxy directly to us or to vote in person at the Annual Meeting. Whether or not you plan to attend the Annual Meeting, we urge you to vote by proxy to ensure your vote is counted.

By Mail — shareholders will receive a proxy card and can follow the instructions given for mailing. To vote using the proxy card, simply print the proxy card, complete, sign and date it and return it promptly to Proxy Team, Transhare Corporation, 17755 US Highway 19 N, Suite 140, Clearwater, FL 33764.

Online — shareholders may submit a proxy online using the website listed on the proxy card.

In Person — shareholders may vote in person at the Annual Meeting.

If you do not return a signed proxy card, vote online or attend the meeting and vote in person, your shares will not be voted. If you return a signed and dated proxy card and instructions are not given, such proxies will be voted **FOR** the election of each nominee for director named herein, **FOR** ratification of the selection of Wei, Wei & Co., LLP, **FOR** the approval of the Authorized Share Increase Amendment, **FOR** the approval of Article 9.1 Amendment, and **FOR** the approval and adoption of the Future FinTech Group Inc. 2026 Omnibus Equity Plan.

Beneficial Holder. If your shares are held in a brokerage account or by a bank or other nominee, you are considered the beneficial owner of the shares held in street name. As the beneficial owner, you have the right to direct your broker on how to vote and are also invited to attend the meeting. However, since you are not the shareholder of record, you may not vote these shares in person at the meeting unless you obtain a "legal proxy" from the broker, bank or nominee that holds your shares.

Required Vote

If there is a quorum at the Annual Meeting, the nominees for election as directors at the Annual Meeting will be elected by a plurality of the votes cast at the meeting and the affirmative vote of the holders of at least the majority of the voting power of the votes cast (in person or by proxy) at the meeting is necessary to approve other proposals, except for approval of Authorized Share Increase Amendment and Article 9.1 Amendment, which require affirmative vote of a majority of the outstanding shares of common stock entitled to vote at the Annual Meeting.

Directors and executive officers of the Company beneficially hold approximately 3,594 shares of Company Common Stock, or 0.04% of all the votes entitled to be cast at the Annual Meeting. Mr. Shanchun Huang indirectly owns 2,640,625 shares of Common Stock of the Company through Wealth Index Capital Limited ("WICL") or 30.4% of all the votes that will be entitled to be cast for the Annual Meeting on November 19, 2026.

Deadline for Voting by Proxy

In order to be counted, votes cast by proxy must be received prior to the Annual Meeting.

Revocability of Proxies

Shareholders are requested to date, sign and return the enclosed proxy card to make certain their shares will be voted at the Annual Meeting. Any proxy given may be revoked by the shareholder at any time before it is voted by delivering written notice of revocation to the Secretary of the Company, by filing with the Secretary of the Company a proxy bearing a later date, or by attending the Annual Meeting and voting in person.

Householding

The SEC has adopted rules that permit companies and intermediaries (e.g., brokers) to satisfy the delivery requirements for proxy materials with respect to two or more shareholders sharing the same address by delivering a single set of proxy materials. This process, which is commonly referred to as "householding," potentially results in extra convenience for shareholders and cost savings for companies. The Company has adopted the SEC-approved "householding" procedure.

Upon written or oral request, the Company will deliver promptly a separate copy of the proxy statement and proxy materials to any shareholder at a shared address. To opt out of householding, you may:

- Send a written request to the Company's Corporate Secretary, 02B-03A, 23/F, Sino Plaza, 255-257 Gloucester Road, Causeway Bay, Hong Kong, or call 852-21141970 if you are a shareholder of record; or
- Notify your broker, if you hold your shares of common stock under street name.

Future FinTech Information

Our principal executive offices are located at 02B-03A, 23/F, Sino Plaza, 255-257 Gloucester Road, Causeway Bay, Hong Kong. The telephone number of our principal offices is 852-21141970.

PROPOSAL 1 — ELECTION OF BOARD OF DIRECTORS

Directors

Based on the Company's nominations process, a majority of the independent members of the Board shall recommend to the Board for nomination by the Board such candidates as said majority of the independent directors, in the exercise of their judgment, have found to be well qualified and willing and available to serve. A majority of our independent directors of the Board have recommended and the Board has nominated the persons listed below for election to the Board at the Annual Meeting, to hold office until the next Annual Meeting and until their respective successors are elected and qualified. It is not contemplated that any of the nominees will be unable or unwilling to serve as a director, but, if that should occur, the persons designated as proxies will vote in accordance with their best judgment. In no event will proxies be voted for a greater number of persons than the number of nominees named in this Proxy Statement.

All shares represented by valid proxies, and not revoked before they are exercised, will be voted in the manner specified therein. If a valid proxy is submitted but no vote is specified, the Proxy will be voted **FOR** the election of each of the five nominees for election as directors. Please note that your broker will not be permitted to vote on your behalf on the election of directors unless you provide specific instructions by completing and returning the voting instruction form. For your vote to be counted, you will need to communicate your voting decisions to your broker or other nominee before the date of the Annual Meeting or obtain a legal proxy to vote your shares at the meeting. Although all nominees are expected to serve if elected, if any nominee is unable to serve, then the persons designated as proxies will vote for the remaining nominees and for such replacements, if any, as may be nominated by our Board. Proxies cannot be voted for a greater number of persons than the number of nominees specified herein (five persons). Cumulative voting is not permitted.

The affirmative vote of the holders of shares of Common Stock representing a plurality of the votes cast at the Meeting at which a quorum is present is required for the election of the directors listed below.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS A VOTE "FOR" THE ELECTION OF ALL FIVE NOMINEES LISTED BELOW.

The following sets forth the information regarding our director nominees as of October 16, 2026, including the names of each of the five nominees for election as a director, such person's position, age, the year such person became a director of the Company, and additional biographical data.

Name of Current Director and/or Executive Officer	Age	Position(s)
Hu Li[(1)]	52	Chief Executive Officer ("CEO"), President and Director
Ting (Alina) Ouyang[(2)]	41	Chief Financial Officer ("CFO") and Director
David Xu[(3)]	39	Independent Director, Chairman of the Board, a member of the Audit Committee and a member of Compensation Committee
Mingyong Hu[(4)]	48	Independent Director, Chairman of the Audit Committee and a member of Compensation Committee
Mingjie Zhao[(5)]	60	Independent Director, Chairman of the Compensation Committee and a member of Audit Committee

(1) Hu Li was appointed as CEO, President and a member of the Board of Directors of the Company on August 5, 2024.
(2) Ting Ouyang was appointed as CFO and Director of the Company on June 26, 2025.
(3) David Xu was appointed as a director and the Chairman of the Board of the Company on June 26, 2025.
(4) Mingyong Hu was appointed a member of the Board of Directors of the Company on October 1, 2024.
(5) Mingjie Zhao was appointed a member of the Board of Directors of the Company on July 15, 2020.

Hu Li, Chief Executive Officer, President and Director

Mr. Hu Li has served as a director, president and Chief Executive Officer of the Company since August 5, 2024. Mr. Li has served as a director and Chief Executive Officer of FTFT International Securities and Futures Limited, a wholly owned subsidiary of the Company since January 2024, and as Corporate Secretary of the Company since June 2019. Since September 2021, he has served as an independent Director of Shineco Inc. Mr. Li obtained his

master's degree in Business Administration (MBA) from Xi'an Technology University in 2008 and bachelor's degree from Xi'an Fanyi University in 1996. The Board believes that Mr. Li's extensive experience with the Company and its business operations will be an asset to the Company and the Board.

Ting (Alina) Ouyang, Chief Financial Officer and Director

Ms. Ouyang has served as Chief Financial Officer and a director of the Board since June 26, 2025. Ms. Ouyang has served as the Financial Controller of the Company since August 2020. Prior to that, Ms. Ouyang served as the Chief Financial Officer of Wealth Index Capital Group from March 2016 to September 2020. Ms. Ouyang is a Certified Management Accountant (CMA) in the United States. Ms. Ouyang has over 10 years of senior financial management experience and is proficient in financial disclosures, ESG reporting, and investor relations for public companies listed in China, the United States, and Hong Kong. She has led multiple cross-border mergers and acquisitions as well as financing projects and is fluent in English and Mandarin. Ms. Ouyang obtained her bachelor's degree in Business Administration from Beijing Union University in 2008. The Board believes that Ms. Ouyang's extensive experience in accounting, finance and management will be an asset to the Company and the Board.

David Xu, Chairman of the Board, a member of the audit committee and a member of compensation committee

Mr. David Xu has served as a director and Chairman of the Board since June 26, 2025. From July 2022 to May 2025, Mr. Xu served as a middle and senior manager at China CITIC, a comprehensive financial services provider, where he was responsible for assisting its clients in going public. From June 2020 to July 2022, he served as a middle manager at China Construction Bank, where he focused on helping its clients on offerings. Mr. Xu obtained his master's degree in Business Administration from The Australian National University in 2020 and his master's degree in Law from the University of International Business and Economics in 2011. The Board believes that Mr. Xu's extensive experience in financial services, enterprise management and investment banking will be an asset to the Company and the Board.

Mingyong Hu, a member of the Board, Chairman of the Audit Committee and a member of Compensation Committee

Mr. Mingyong Hu has served as a director the Board since October 1, 2024. Mr. Mingyong Hu was the founder and CFO of Beijing Xiaowu Supply Chain Technology Co., Ltd. from August 2021 to April 2024. From March 2019 to July 2021, Mr. Hu was the executive vice president of Zhenghua Guotai International Trading Co., Ltd. From October 2017 to March 2019, Mr. Hu was the general manager of Zhongrong Dinghui (Beijing) Equity Investment Fund Management Co., Ltd. From January 2016 to October 2017, Mr. Hu was the executive vice president of Zhongsheng Wantong Equity Investment Fund Management (Beijing) Co., Ltd. From June 2007 to December 2015, Mr. Hu was a partner and executive deputy general manager of Zhonghao Investment Group Co., Ltd. Mr. Mingyong Hu received his bachelor's degree in accounting from Hunan University in July 2001. Mr. Hu is a Certified Public Accountant of China, and he also holds Certification of Securities Professional and Fund Qualification Certificate in China. The Board believes that Mr. Hu's extensive knowledge and experience in accounting and investment is important to the Company's financial reporting and business.

Mingjie Zhao, a member of the Board and Chairman of the Compensation Committee and a member of Audit Committee

Mr. Mingjie Zhao was appointed as a member of the Board and Chairman of the Compensation Committee and a member of Audit Committee of the Board on July 15, 2020. Mr. Zhao has served as a director of New York Hua Yang, Inc. since April 2018. From July 2016 to March 2018, Mr. Zhao served as Chief Executive Officer of TD Holdings, Inc. Mr. Zhao was the Chief Operating Officer and a director of New York Hua Yang, Inc. from September 2011 to July 2016. Mr. Zhao obtained his Master of Business Administration degree from University of Bridgeport in Connecticut in May 2003 and his Bachelor of Science degree from China Eastern Normal University in Shanghai, China in July 1985. The Board believes that Mr. Zhao's experience and extensive knowledge of management and public company is essential to the Company.

Recommendation of Board of Directors

The approval of the election of each of the nominees for director requires the plurality of the votes cast, either in person or by proxy, at the Annual Meeting, provided that a quorum is present. Abstentions and broker non-votes will not be counted as votes cast and will have no effect on the outcome of the vote.

The Board of Directors has unanimously determined that this Proposal is in the best interests of the Company and its shareholders.

THE BOARD RECOMMENDS THAT THE STOCKHOLDERS VOTE "FOR" THE ELECTION OF EACH OF THE DIRECTOR NOMINEES NAMED IN THIS PROXY STATEMENT.

CORPORATE GOVERNANCE

Pursuant to the Company's Bylaws and the Florida Business Corporation Act, the Company's business and affairs are managed under the direction of the Board. Directors are kept informed on the Company's business through discussions with management, including the Chief Executive Officer and other senior officers, by reviewing materials provided to them and by participating in meetings.

Our Board meets on a regular basis during the year to review significant developments affecting us and to act on matters requiring Board approval. It also holds special meetings when an important matter requires Board action between scheduled meetings. Members of senior management regularly attend Board meetings to report on and discuss their respective areas of responsibility. The Board held 12 regularly scheduled and special meetings during fiscal year 2025. All of the directors attended (in person or by telephone) all of the Board meetings and any committees of the Board on which they served during the fiscal year. Directors are expected to use their best efforts to be present at the shareholders annual meeting.

Independent Directors

The Company's Common Stock is listed on the NASDAQ Capital Market. NASDAQ requires that a majority of the Company's directors be "independent," as defined by the NASDAQ's rules. Generally, a director does not qualify as an independent director if the director (or, in some cases, a member of the director's immediate family) has, or in the past three years had, certain relationships or affiliations with the Company, its external or internal auditors, or other companies that do business with the Company. The Board of Directors has determined that a majority of the Company's directors are independent directors under the NASDAQ rules. The Company's current independent directors are: David Xu, Mingyong Hu and Mingjie Zhao.

Our Board of Directors, which is elected by our shareholders, is our ultimate decision-making body, except with respect to those matters reserved to our shareholders. The Board selects the officers who are charged with the conduct of our business and has responsibility for establishing broad corporate policies and for our overall performance. The Board is not involved in operating details on a day-to-day basis. The Board is advised of our business through regular reports and analyses and discussions with our principal executive officer and other officers.

Code of Ethics and Governance Program

We have adopted a code of business conduct and ethics that applies to all of our employees, officers and directors, including those officers responsible for financial reporting. Our code of business conduct and ethics is available on our website at *www.ftft.com* and may be found by first clicking on "Investors," then "Corporate Governance" and then "Governance Documents." We intend to disclose any amendments to the code, or any waivers of its requirements, on our website.

Insider Trading Policy

We have adopted the Insider Trading Policy and procedures applicable to our directors, officers and employees, and have implemented processes for the Company, governing the purchase, sale and/or other dispositions of Company securities. We believe our policies and procedures are reasonably designed to promote compliance with insider trading laws, rules and regulations, and the exchange listing standards applicable to the Company. A copy of our Insider Trading Policy was filed as an exhibit to our Annual Report and is available in print, without charge, upon written request to Future FinTech Group Inc., 02B-03A, 23/F, Sino Plaza, 255-257 Gloucester Road, Causeway Bay, Hong Kong, Attn: Corporate Secretary.

Clawback Policy

The Board adopted a Clawback Policy on November 15, 2023, in compliance with the requirements of the Dodd-Frank Act, final SEC rules and applicable Nasdaq listing standards, which covers our current and former officers subject to Section 16 of the Exchange Act. Under the Clawback Policy, if there is a restatement of our financial results, the Company will recover any erroneously awarded incentive compensation from such officers during a three-year lookback period. A copy of the Clawback Policy has been filed as an exhibit of our Annual Report of Form 10-K.

Committees of the Board and Attendance at Meetings

The Board held 12 regularly scheduled and special meetings during fiscal year 2025. All of the directors attended (in person or by telephone) all of the Board meetings and any committees of the Board on which they served during the fiscal year. Directors are expected to use their best efforts to be present at the shareholders annual meeting. All of our directors attended the December 12, 2025 shareholders annual meeting by tele-conference or in person.

Audit Committee and Report of the Audit Committee

On April 25, 2008, the Board formed an audit committee. Mingyong Hu, David Xu and Mingjie Zhao currently serve on the audit committee, which is chaired by Mr. Hu. Each member of the audit committee is "independent" as that term is defined in the rules of the SEC and within the meaning of such term as defined under the rules of the NASDAQ Capital Market. The Board has determined that each audit committee member has sufficient knowledge in financial and auditing matters to serve on the audit committee. The audit committee held 4 meetings during fiscal year 2025, and all audit committee members attended each of those meetings. Our Board has determined that Mr. Hu is an "audit committee financial expert," as defined under the applicable SEC rules. The audit committee has a written charter, which is available on the Company's website at *http://www.ftft.com.*

Management is responsible for the Company's internal controls and the financial reporting process. The independent accounting firm is responsible for performing an independent audit of the Company's consolidated financial statements in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB") and issuing reports thereon. The audit committee's responsibility is to monitor these processes. The audit committee meets with management, the leader of the internal audit function, and the independent accounting firm to facilitate communication. In addition, the audit committee appoints the Company's independent accounting firm and pre-approves all audit and non-audit services to be performed by the independent accounting firm.

In this context, the audit committee has discussed with the Company's independent accounting firm the overall scope and plans for the independent audit. The audit committee reviewed and discussed the audited financial statements with management. Management represented to the audit committee that the Company's consolidated financial statements were prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). Discussions about the Company's audited financial statements included the independent accounting firm's judgments about the quality, not just the acceptability, of the accounting principles, the reasonableness of significant judgments, and the clarity of disclosures in the financial statements. The audit committee also discussed with the independent accounting firm the other matters required to be discussed by PCAOB Auditing Standard No. 16 (Communications with Audit Committees). The Company's independent accounting firm provided to the audit committee the written disclosures and the letter required by the PCAOB, and the committee discussed the independent accounting firm's independence with management and the independent accounting firm.

Based on: (i) the audit committee's discussion with management and the independent accounting firm; (ii) the audit committee's review of the representations of management; and (iii) the report of the independent accounting firm to the audit committee, the audit committee recommended to the Board that the audited consolidated financial statements be included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025 filed with the SEC ("Annual Report").

Compensation Committee

On April 25, 2008, the Board formed a compensation committee. Mingyong Hu, Mingjie Zhao and David Xu currently serve on the compensation committee, which is chaired by Mr. Zhao. Each member of the compensation committee is "independent" as that term is defined in the SEC rules and within the meaning of such term as defined under the rules of the NASDAQ Capital Market, a "nonemployee director" for purposes of Section 16 of the Exchange Act. No interlocking relationship exists between the Board or the compensation committee and the Board or compensation committee of any other company, nor has any interlocking relationship existed during the last fiscal year. The compensation committee held 4 meetings during fiscal year 2025, and all compensation committee members attended those meetings. The compensation committee has a written charter, which is available on the Company's website at *http://www.ftft.com/.*

Our Board has delegated to the compensation committee the responsibility, among other things, to determine any and all compensation payable to our executive officers, including annual salaries, incentive compensation, long-term incentive compensation and any other compensation, and to administer our equity and incentive compensation plans applicable to our executive officers. Decisions regarding executive compensation made by the compensation committee are considered final and are not generally subject to Board review or ratification.

Other Committees

The Board may on occasion establish other committees, as it deems necessary or required. We do not currently have a standing nominating committee, or a committee performing similar functions. The full Board currently serves this function. Our directors believe that it is not necessary to have such committees, at this time, because the functions of such committees can be adequately performed by the Board. A majority of our independent directors will make director nominating decisions and the Board will assess nominated candidates, whether submitted by management or shareholders, and make recommendations for election or appointment. There have been no material changes to the procedures by which security holders may recommend nominees to the Board.

Board Leadership Structure

Our Board of Directors is currently comprised of five members, including three independent directors who serve as members of our audit committee and compensation committee. Our Board leadership structure consists of a Chairman of the Board. Currently, Mr. David Xu, an independent director, serves as Chairman of the Board. The Board of Directors believes that this leadership structure, with Mr. David Xu serving as the Chairman and Mr. Hu Li serving as Chief Executive Officer, is appropriate at this time because it enables the Board, as a whole, to engage in oversight of management, promote communication and collaboration between management and the Board, and oversee governance matters, while allowing our Chief Executive Officer to focus on his primary responsibility, the operational leadership and strategic direction of the Company.

Risk Management

The Chief Executive Officer and senior management are primarily responsible for identifying and managing the risks facing the Company under the oversight and supervision of the Board. The Chief Executive Officer reports to the Board of Directors regarding any risks identified and steps it is taking to manage those risks. In addition, the Audit Committee assists the Board in fulfilling its oversight responsibilities with respect to risk in the areas of financial reporting and internal controls. The Compensation Committee assists the Board in fulfilling its oversight responsibilities with respect to risk in the area of compensation policies and practices.

Communications with Directors

Shareholders may communicate with the Board or to one or more individual members of the Board by writing Future FinTech Group Inc., at 02B-03A, 23/F, Sino Plaza, 255-257 Gloucester Road, Causeway Bay, Hong Kong, Attention: Corporate Secretary. As appropriate, communications received from shareholders are forwarded directly to the Board, or to any individual member or members, depending on the facts and circumstances outlined in the communication. The Board has authorized the Secretary, in his discretion, to exclude communications that are patently unrelated to the duties and responsibilities of the Board, such as spam, junk mail and mass mailings. In addition, material that is unduly hostile, threatening, illegal or similarly unsuitable will be excluded, with the provision that any communication that is filtered out by the Secretary pursuant to the policy will be made available to any non-management director upon request. Individual directors are not permitted to communicate with shareholders or others outside the Company unless they are deemed authorized persons under the Company's corporate disclosure policy.

Compensation Committee Interlocks and Insider Participation

None of the Company's executive officers has served as a member of a compensation committee, or other committee serving an equivalent function, of any other entity whose executive officers serve as a director of the Company or member of the Company's compensation committee.

Family Relationships

There are no family relationships among any current executive officer or director of the Company.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Exchange Act, requires that directors, certain officers of the Company and more than ten percent shareholders file reports of ownership and changes in ownership with the Commission as to the Company's securities beneficially owned by them. Such persons are also required by SEC rules to furnish the Company with copies of all Section 16(a) forms they file.

Based solely on its review of copies of such forms received by the Company, or on written representations from certain reporting persons, the Company believes that, all Section 16(a) filing requirements applicable to its officers, directors and greater than ten percent shareholders were complied with during the fiscal year ended December 31, 2025, except for the following: Mr. Hu Li, Chief Executive Officer did not file Form 4 for stock award of 300,000 shares (before the reverse stock splits) on March 10, 2025 until April 4, 2025 and Mr. Zeyao Xue, a 10% more shareholder did not file Form 4 for stock award of 200,000 shares (before reverse stock splits) on March 10, 2025 until April 14, 2025, Mr. David Xu, the Chairman and director of the Board and Ms. Ting Ouyang, CFO of the Company, did not file their Forms 3 for the appointment on June 26, 2025 until July 18, 2025 and Wealth Index Capital Limited (WICL) and Mr. Shanchun Huang did not file Form 4 for the purchase of 15 million shares of the Company on July 24, 2025 (WICL and Mr. Shanchun Huang filed schedule 13D on September 23, 2025).

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Review, Approval or Ratification of Transactions with Related Parties

On September 30, 2008, our Board of Directors approved a statement of policies and procedures with respect to related party transactions, which was amended on July 11, 2011. A copy of the amended and restated statement of policies and procedures is available on the Company's website at *http://www.ftft.com/*.

The statement of policies and procedures with respect to related party transactions, as amended, requires the audit committee to review the material facts of all interested transactions, as further described below, unless an exception applies, and either approve or disapprove of our entry into an interested transaction. If the audit committee's advance approval of an interested transaction is not feasible, then such interested transaction shall be considered at the audit committee's next regularly scheduled meeting and, if the audit committee determines it to be appropriate, then such interested transaction shall be ratified.

In determining whether to approve or ratify a transaction with related party, the audit committee will take into account, among other factors it deems appropriate, whether the interested transaction is on terms no less favorable than terms generally available to an unaffiliated third party under the same or similar circumstances and the extent of the related party's interest in the transaction, as described below. Pursuant to the statement of policies and procedures with respect to related party transactions, no director shall participate in any discussion or approval of an interested transaction for which he or she is a related party, except that such director shall provide all material information concerning the interested transaction to the audit committee. If an interested transaction is ongoing, the audit committee may establish guidelines for our management to follow in our ongoing dealings with the related party. Thereafter, the audit committee, on at least an annual basis, shall review and assess ongoing relationships with the related party to see that such related party is in compliance with the audit committee's guidelines and that the interested transaction remains appropriate.

For purposes of the statement of policies and procedures with respect to related party transactions:

- a "transaction with related party" is a transaction required to be disclosed pursuant to Item 404 of Regulation S-K promulgated under the Securities and Exchange Act of 1934, as amended, and
- a "related party" has the meaning ascribed to the term "related person" under Item 404 of Regulation S-K promulgated under the Securities and Exchange Act of 1934, as amended.

Notwithstanding the foregoing, each of the following interested transactions shall be deemed to be pre-approved by the audit committee, even if the aggregate amount involved exceeds $50,000:

- *Employment of executive officers.* Any employment of an executive officer if either (i) the related compensation is required to be reported in our proxy statement under Item 402 of the Commission's compensation disclosure requirements generally applicable to "named executive officers" or (ii) the executive officer is not an immediate family member of another executive officer or director, the related compensation would be reported in our proxy statement under Item 402 of the Commission's compensation disclosure requirements if the executive officer was a "named executive officer" and our compensation committee approved or recommended that the board of directors approve such compensation.
- *Director compensation.* Any compensation paid to a director if the compensation is required to be reported in our proxy statement under Item 402 of the Commission's compensation disclosure requirements.
- *Certain transactions with other companies.* Any transaction with another company at which a related party's only relationship is as an employee other than an executive officer, director or beneficial owner of less than 10% of that company's shares, if the aggregate amount involved does not exceed 2% of that company's total annual revenue.
- *Certain charitable contributions.* Any charitable contribution, grant or endowment by us to a charitable organization, foundation or university at which a related party's only relationship is as an employee other than an executive officer or a director, if the aggregate amount involved does not exceed the lesser of $50,000 or 2% of the charitable organization's total annual receipts.

- *Transactions where all shareholders receive proportional benefits.* Any transaction where the related party's interest arises solely from the ownership of our Common Stock and all holders of our Common Stock received the same benefit on a pro rata basis, such as dividends.
- *Transactions involving competitive bids.* Any transaction involving a related party where the rates or charges involved are determined by competitive bids.
- *Regulated transactions.* Any transaction with a related party involving the rendering of services as a common or contract carrier or public utility, at rates or charges fixed in conformity with law or governmental authority.
- *Certain banking-related services.* Any transaction with a related party involving services as a bank depositary of funds, transfer agent, registrar, trustee under a trust indenture or similar services.

Related Party Transactions in 2025

As of December 31, 2025, the amount due to related parties was as follows:

Name	Amount	Relationship	Note
Shanchun Huang	$ 596,924	Controlling shareholder	Repayment debt on behalf of the Company and payment on demand
Total	$ 596,924		

SECURITY OWNERSHIP OF DIRECTORS, OFFICERS AND CERTAIN BENEFICIAL OWNERS OF FUTURE FINTECH GROUP INC.

The following table provides information concerning beneficial ownership of our capital stock as of October 16, 2026, by:

- each shareholder or group of affiliated shareholders who owns more than 5% of our outstanding capital stock;
- each of our named executive officers;
- each of our directors; and
- all of our directors and executive officers as a group.

The following table lists the number of shares and percentage of shares beneficially owned based on 8,674,730 shares of our Common Stock outstanding as of October 16, 2026. The Company effected a 1-for-10 reverse stock split on April 1, 2025, a 1-for-4 reverse stock split on January 8, 2026, a 1-for-4 reverse stock split on July 8, 2026 and a 1-for-4 reverse stock split on August 26, 2026. The share numbers hereof are after these reverse stock splits.

Beneficial ownership is determined in accordance with the SEC rules, and generally includes voting power and/or investment power with respect to the securities held. Shares of Common Stock subject to options and warrants currently exercisable or exercisable within 60 days of October 16, 2026 or issuable upon conversion of convertible securities which are currently convertible or convertible within 60 days of October 16, 2026 are deemed outstanding and beneficially owned by the person holding those options, warrants or convertible securities for purposes of computing the number of shares and percentage of shares beneficially owned by that person, but are not deemed outstanding for purposes of computing the percentage beneficially owned by any other person.

Unless otherwise indicated in the footnotes, the principal address of each of the shareholders, named executive officers, and directors below is c/o Future FinTech Group, Inc., 02B-03A, 23/F, Sino Plaza, 255-257 Gloucester Road, Causeway Bay, Hong Kong.

	Shares Beneficially Owned	
Name of Beneficial Owner	**Number**	**Percent**
Directors and Named Executive Officers		
Hu Li	3,594	**%
Ting Ouyang	—	—%
Mingjie Zhao	—	—
David Xu	—	—
Mingyong Hu	—	—
All current directors and name executive officers as a group (5 persons)	3,594	**%
5% or Greater Shareholders		
Wealth Index Capital Limited*	2,640,625	30.4%
Shanchun Huang*	2,640,625	30.4%
All 5% or Greater Shareholders	2,640,625	30.4%

* Wealth Index Capital Limited ("WICL") directly holds 2,640,625 shares of common stock of the Company. Mr. Shanchun Huang is the sole member of WICL, holds 100% ownership of WICL. As such, Mr. Huang may be deemed a beneficial owner of the 2,640,625 shares of the Company's common stock directly held by WICL pursuant to Section 13(d)(3) of the Act. The principal business address of Wealth Index Capital Limited and Mr. Shanchun Huang is 17F Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong.

** Less than 1%

Equity Compensation Plan

The following table sets forth information as of December 31, 2025, with respect to our equity compensation plans previously approved by shareholders and equity compensation plans not previously approved by Shareholders and securities authorized for issuance under equity compensation plans.

Unless expressly stated, the numbers of shares are *after* the 1-for-10 reverse stock split on April 1, 2025, but *before* three reverse splits in 2026, which are 1-for-4 reverse stock split on January 8, 2026, 1-for-4 reverse stock split on July 8, 2026 and 1-for-4 reverse stock split on August 26, 2026.

	Equity Compensation Plan Information		
Plan Category	**Number of securities to be issued upon exercise of outstanding options, warrants and rights**	**Weighted average exercise price of outstanding options, warrants and rights**	**Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))**
	(a)	**(b)**	**(c)**
Equity compensation plans approved by Shareholders[(1)]	—	$ —	5,000,000[(1)]
Equity compensation plans not approved by Shareholders	—	$ —	—
Total	—	$ —	5,000,000[(1)]

(1) Consists of Company's 2025 Omnibus Equity Plan, which was approved by the Company's shareholders at its annual meeting of Shareholders on December 12, 2025, which was approved and adopted by the Board on October 8, 2025, to provide equity awards to employees, directors and consultants of the Company (the "2025 Plan"). On May 29, 2026, the Compensation Committee of the Board granted stock awards of 1,250,000 shares (after a 1-4 reverse split effected in January 2026) of common stock of the Company, pursuant to the Company's 2025 Omnibus Equity Plan, to fourteen officers and employees of the Company and its subsidiaries, including: 50,000 shares to Hu Li, Chief Executive Officer and 50,000 shares to Ting Ouyang, Chief Financial Officer of the Company. After the grant, no more shares are available under 2025 Plan after May 29, 2026.

The Company's 2024 Omnibus Equity Plan, which was approved by the Company's shareholders at its annual meeting of Shareholders on December 5, 2024 and was approved and adopted by the Board on October 12, 2024, to provide equity awards to employees, directors and consultants of the Company (the "2024 Plan"). There were 500,000 shares of commons stock available for awards under 2024 Plan. On March 10, 2025, the Compensation Committee of the Board granted stock awards of 500,000 shares of common stock of the Company, pursuant to the Company's 2024 Omnibus Equity Plan, to sixteen officers and employees of the Company and its subsidiaries, including: 30,000 shares to Hu Li, Chief Executive Officer of the Company. After the grant on March 10, 2025, no more shares are available under 2024 Plan.

The Board has previously approved and adopted the Future FinTech Group, Inc. 2023 Omnibus Equity Plan on October 12, 2023, which was approved at annual meeting of stockholders on December 5, 2023, to provide equity awards to employees, directors and consultants of the Company (the "2023 Plan"). The 2023 Plan has a total of 500,000 shares of Common Stock. On December 23, 2023, the Compensation Committee of the Board of Directors (the "Board") of the Company granted stock awards of 289,000 shares of common stock of the Company, pursuant to the Company's 2023 Omnibus Equity Plan, to sixteen officers and employees of the Company and its subsidiaries (the "Grantees"), including: 20,000 shares to Shanchun Huang, then Chief Executive Officer and President of the Company, 4,000 shares to Peng Lei, then Chief Operating Officer of the Company, and 3,000 shares to Hu Li, then Corporate Secretary of the Company (collectively, the "Grants"). The Grants vested immediately on the Grant Date and each of the Grantees also entered into an Unrestricted Stock Award Agreement with the Company on December 23, 2023. On October 4, 2024, the Company granted the remaining 211,000 share under 2023 Omnibus Equity Plan to 4 employees of the Company and its subsidiaries. After such grant, no more shares are available under 2023 Plan.

COMPENSATION

Summary Compensation of Named Executive Officers

Our executive officers do not receive any compensation from the Company for also serving as directors of the Company. The following table sets forth information concerning cash and non-cash compensation paid by the Company to our named executive officers for the years ended December 31, 2025 and 2024.

Name and Principal Position	Year Ended	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards	Non-Equity Incentive Plan Compensation ($)	Non-Qualified Deferred Compensation Earnings ($)	All Other Compensation ($)	Total ($)
Ming Yi[1]	12/31/2024	$ 47,180	—						$ 47,180
	12/31/2025	$ 23,856							$ 23,856
Hu Li[2]	12/31/2024	$ 49,389							$ 49,389
	12/31/2025	$ 46,854		$ 44,400					$ 91,254
Peng Lei[3]	12/31/2024	$ 50,753							$ 50,753
	12/31/2025	$ 25,340							$ 25,340
Ting Ouyang[4]	12/31/2025	$ 23,513							$ 23,513
Shanchun Huang[5]	12/31/2024	$ 90,740		$					$ 90,740

(1) On November 30, 2020, the Board of the Directors appointed Mr. Ming Yi as the CFO of the Company. On June 25, 2025, the Board of Directors (the "Board") of the Company received a resignation letter from Mr. Ming Yi to resign from his positions as the Chief Financial Officer ("CFO") of the Company.

(2) On August 5, 2024, Mr. Hu Li was appointed as Chief Executive Officer ("CEO") and President of the Company.

(3) On June 13, 2025, the Company received a resignation letter from Mr. Peng Lei to resign from his position as the Chief Operating Officer ("COO") of the Company, effective on June 15, 2025.

(4) On June 26, 2025, the Board appointed Ms. Ting (Alina) Ouyang as a director of the Board and the CFO of the Company, effective immediately.

(5) On March 4, 2020, Mr. Shanchun Huang was appointed as the CEO of the Company. Mr. Shanchun Huang resigned as CEO and President of the Company on August 5, 2024.

Outstanding Equity Awards at December 31, 2025

No outstanding equity awards held by named executive officers as of December 31, 2025.

PAY VERSUS PERFORMANCE

As required by Section 953(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and Item 402(v) of Regulation S-K, we are providing the following information about the relationship of "compensation actually paid" ("CAP") to our principal executive officer ("PEO") and other named executive officers ("Non-PEO NEOS") and our performance.

Pay Versus Performance Table

As required by Section 953(a) of the Dodd-Frank Wall Street Reform and Customer Protection Act, and item 402(v) of Regulation S-K promulgated under the Exchange Act, we are providing the following information about the relationship between executive compensation actually paid and certain financial performance of the Company.

For purposes of the tables below, the principal executive officer ("PEO") and non-PEO named executive officers for 2025, 2024 and 2023 are the following:

Year	PEO	Non-PEO named executive officers
2025	Hu Li	Ming Yi, Peng Lei and Ting Ouyang
2024	Shanchun Huang, Hu Li	Ming Yi, Peng Lei
2023	Shanchun Huang	Ming Yi, Yongke Xue, Peng Lei

Year	SCT Total for PEO #1 (Shanchun Huang)[1] ($)	CAP to PEO #1[2] ($)	SCT Total for PEO #2 (Hu Li)[3] ($)	CAP to PEO #2[4] ($)	Avg Summary Compensation Table for Non-PEO NEOs[5] ($)	Avg Compensation Actually Paid to Non-PEO NEOs[6] ($)	Value of Initial Fixed $100 Investment Based On Total Shareholder Return[7] ($)	Net Income (Loss)[8] ($)
(a)	(b1)	(c1)	(b1)	(c2)	(d)	(e)	(f)	(g)
2023	248,001	248,001	—	—	49,924	49,924	(3.76)	(34,124,499)
2024	90,740	90,740	49,389	49,389	48,967	48,967	(83.43)	(32,995,434)
2025	—	—	91,254	91,254	32,707	32,707	(75.32)	(3,341,365)

(1) *The dollar amounts reported in column (b1) represent the amounts of total compensation reported for PEO #1 (Mr. Shanchun Huang) for each corresponding year in the "Total" column of the Summary Compensation Table.*

(2) *The dollar amounts reported in column (c1) represent the amount of "compensation actually paid" to PEO #1 (Mr. Shanchun Huang), as computed in accordance with Item 402(v) of Regulation S-K. No adjustments were required to be made to the PEO's total compensation for each year to determine the compensation actually paid pursuant to the requirements of Item 402(v) of Regulation S-K.*

(3) *The dollar amounts reported in column (b2) represent the amounts of total compensation reported for PEO #2 (Mr. Hu Li) for each corresponding year in the "Total" column of the Summary Compensation Table.*

(4) *The dollar amounts reported in column (c2) represent the amount of "compensation actually paid" to PEO #2 (Mr. Hu Li), as computed in accordance with Item 402(v) of Regulation S-K. No adjustments were required to be made to the PEO's total compensation for each year to determine the compensation actually paid pursuant to the requirements of Item 402(v) of Regulation S-K.*

(5) *The dollar amounts reported in column (d) represent the average of the amounts reported for the Company's non-PEO named executive officers as a group in the "Total" column of the Summary Compensation Table in each applicable year.*

(6) *The dollar amounts reported in column (e) represent the average amount of "compensation actually paid" to the non-PEO named executive officers as a group, as computed in accordance with Item 402(v) of Regulation S-K. No adjustments were required to be made to average total compensation for the non-PEO named executive officers as a group for each year to determine the compensation actually paid pursuant to the requirements of Item 402(v) of Regulation S-K.*

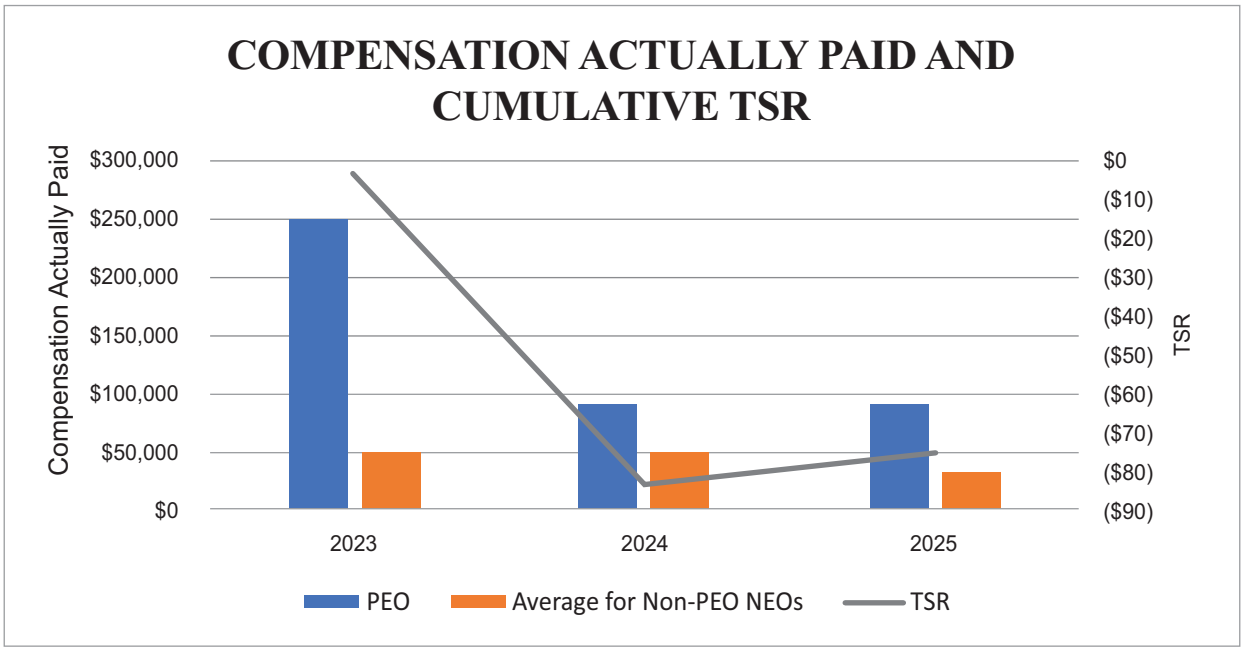
(7) *Cumulative total shareholder return ("TSR") is calculated by dividing the sum of the cumulative amount of dividends for the measurement period, assuming dividend reinvestment, and the difference between the Company's share price at the end and the beginning of the measurement period by the Company's share price at the beginning of the measurement period.*

(8) *The dollar amounts reported represent the amount of net loss reflected in the Company's audited financial statements for the applicable year.*

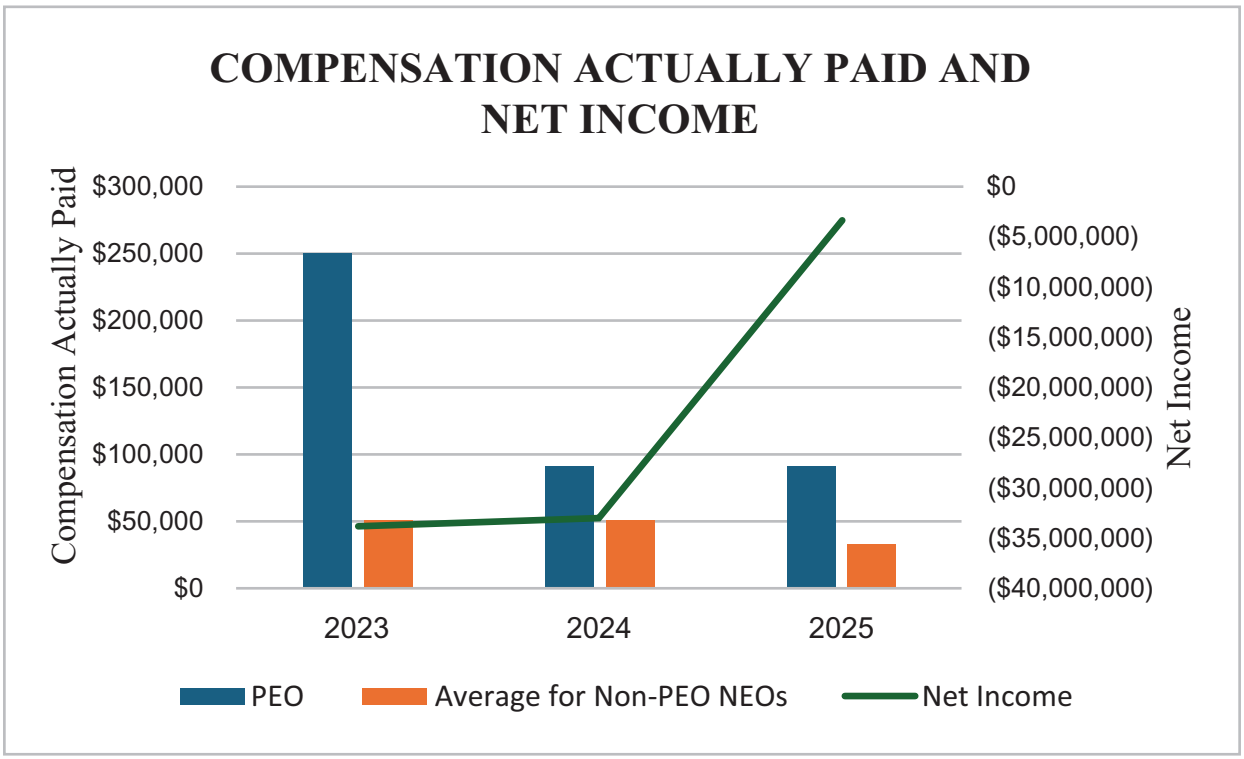
Description of Relationships Between Information Presented

In accordance with Item 402(v) of Regulation S-K, the Company is providing the following descriptions of the relationships between information presented in the Pay versus Performance table.

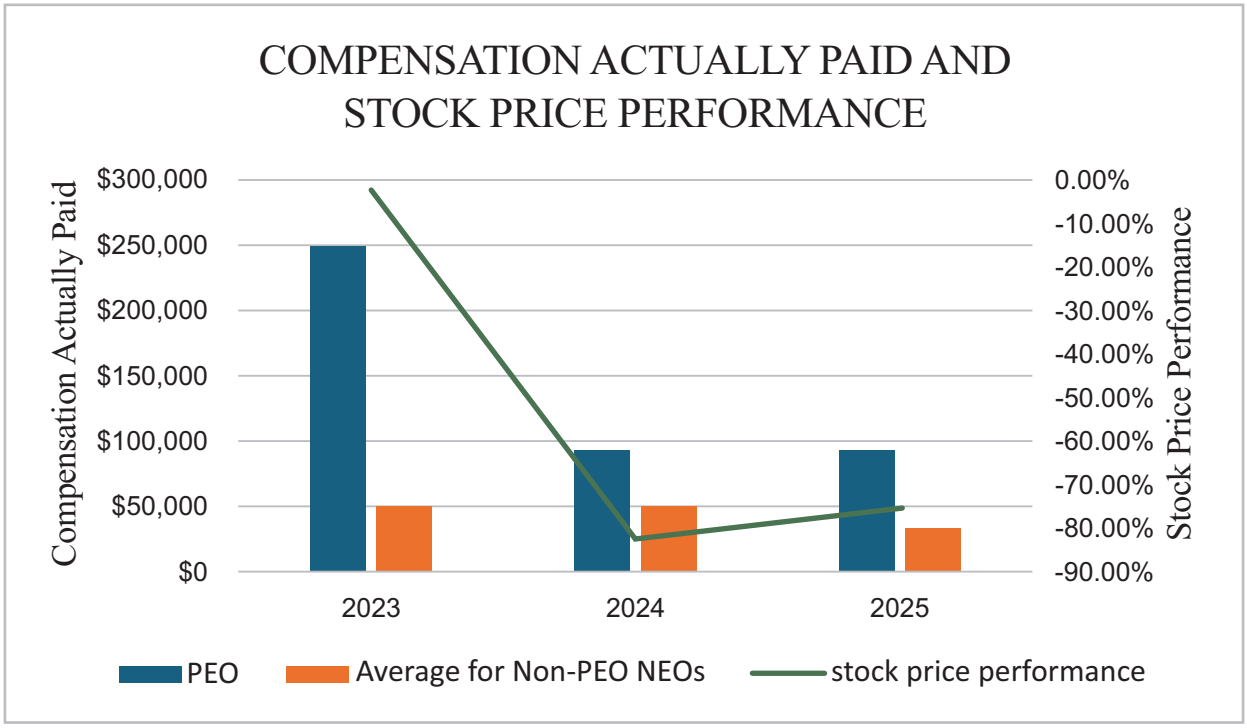
COMPENSATION ACTUALLY PAID AND CUMULATIVE TSR



COMPENSATION ACTUALLY PAID AND NET INCOME



COMPENSATION ACTUALLY PAID AND STOCK PRICE PERFORMANCE



Compensation of Directors

The following table sets forth information concerning cash and non-cash compensation paid by us to our directors during 2025.

Name	Fees Paid in Cash ($)	Stock Awards	Option Awards	Non-Equity Incentive Plan Compensation ($)	Non-Qualified Deferred Compensation Earnings ($)	All Other Compensation ($)	Total ($)
Ying Li[1]	$ 23,940	—	—	—	—	—	$ 23,940
Fuyou Li[2]	$ 9,000	—	—	—	—	—	$ 9,000
David Xu[3]	$ —	—	—	—	—	—	$ —
Mingyong Hu[4]	$ 11,250	—	—	—	—	—	$ 11,250
Hu Li[5]	$ —	—	—	—	—	—	$ —
Mingjie Zhao[6]	$ 25,000	—	—	—	—	—	$ 25,000
Ting Ouyang[7]	$ —	—	—	—	—	—	$ —

(1) On June 20, 2025, Ying Li resigned from her positions as a director of the Board and the Vice President of the Company.

(2) On June 20, 2025, Mr. Fuyou Li resigned from his position as the Chairman of the Board and as a member of the Board's audit and compensation committees.

(3) On June 26, 2025, the Board appointed Mr. David Xu as the Chairman of the Board and a member of both the audit committee and compensation committee. Mr. David Xu is entitled for $10,000 per annum as compensation.

(4) On October 1, 2024, Mr. Mingyong Hu was appointed as a member of the Board, Chairman of the Audit Committee and a member of Compensation Committee of the Board, effective immediately.

(5) Mr. Hu Li was appointed as Chief Executive Officer, President and Director of the Company on August 5, 2024.

(6) On July 15, 2020, the Board appointed Mr. Mingjie Zhao as a member of the Board and Chairman of the Compensation Committee and a member of Audit Committee of the Board. Mr. Zhao is entitled for $25,000 per annum as compensation for his current services as a director of the Company and chair of the compensation committee and a member of audit committee.

(7) On June 26, 2025, the Board appointed Ms. Ting (Alina) Ouyang as a director of the Board and CFO of the Company, effective immediately.

PROPOSAL 2 — RATIFICATION OF THE AUDIT COMMITTEE'S SELECTION OF THE INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Audit Committee has selected Wei, Wei & Co., LLP as the Company's independent auditor for the fiscal year ending December 31, 2026, and has further directed that management submit the selection of Wei, Wei & Co., LLP for ratification by the shareholders at the Annual Meeting. Wei, Wei & Co., LLP is considered by the Audit Committee to be well qualified and has served as our independent registered public accounting firm since July 6, 2026. The shareholders are being asked to ratify this appointment so that the Audit Committee will know the opinion of the shareholders. However, the Audit Committee has sole authority to appoint the independent registered public accounting firm.

At the time of mailing this Proxy Statement, the Company does not anticipate that any representative of Wei, Wei & Co., LLP will be present, either by phone or in person, at the 2026 Annual Meeting. Should a representative of Wei, Wei & Co., LLP be available and desire to make a statement either in person or by telephone at our 2026 Annual Meeting, they will have the opportunity to do so and will respond to appropriate questions.

The affirmative vote of the holders of a majority of the Company's common stock present in person or represented by proxy at the Annual Meeting is necessary for ratification of the selection of Wei, Wei & Co., LLP as our independent registered public accounting firm.

THE BOARD OF DIRECTORS RECOMMENDS A VOTE "FOR" THE RATIFICATION OF WEI, WEI & CO., LLP, AS OUR INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM FEES

The following table shows the fees that we paid or accrued for audit and other services for fiscal years 2025 and 2024. All of the services described in the following fee table were approved in conformity with the audit committee's pre-approval process.

	2025	2024
Audit Fees	$ 295,400	$ 354,440
Tax Fees	—	—
All Other Fees	—	63,000
Total	$ 295,400	$ 417,440

Audit Fees

The amounts set forth opposite "Audit Fees" above reflect the aggregate fees billed or billable by auditor Fortune CPA Inc. ("Fortune CPA") for the audit of our annual consolidated financial statements, review of quarterly financial information and audit services that are normally provided by the principal accountant in connection with regulatory filings or engagements.

Fortune CPA provided professional services for the audit of our fiscal years 2025 and 2024 financial statements. $295,400 and $354,440 were paid to Fortune CPA for audit of our fiscal years 2025 and 2024 financial statements, respectively.

All Other Fees

Our former auditor Onestop Assurance PAC ("Onestop Assurance") provided professional services for the audit of our fiscal year 2022 financial statements and $63,000 was paid for review of our 2023 annual report in 2024. No other fees were incurred or paid during fiscal year 2025 other than disclosed herein.

The Board audit committee's policy is to pre-approve all audit services and all non-audit services that our independent accountants are permitted to perform for us under applicable federal securities regulations. The audit committee's policy utilizes an annual review and general pre-approval of certain categories of specified services that may be provided by the independent accountant, up to pre-determined fee levels. Any proposed services not qualifying as a pre-approved specified service, and pre-approved services exceeding the pre-determined fee levels, require further specific pre-approval by the audit committee. The audit committee has delegated to the Chairman of the audit committee

the authority to pre-approve audit and non-audit services proposed to be performed by the independent accountants. Our audit committee was established in April 2008. All the services provided by our auditors in fiscal years 2025 were pre-approved by the audit committee.

Change in Independent Auditor

Dismissal of Fortune CPA Inc.

On July 6, 2026 (the "**Effective Date**"), the Audit Committee of the Board of Directors (the "**Audit Committee**") of Future FinTech Group Inc. approved the dismissal of Fortune CPA Inc. as the Company's independent registered public accounting firm. Fortune CPA has served as the independent registered public accounting firm for the Company since August 2023.

Fortune CPA's audit reports on the Company's consolidated financial statements as of and for the fiscal years ended December 31, 2025 and December 31, 2024 did not contain an adverse opinion or a disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or accounting principles, except that the audit reports on the consolidated financial statements of the Company for the fiscal years ended December 31, 2025 and December 31, 2024 contained an explanatory paragraph regarding the Company's ability to continue as a going concern.

During the Company's two most recent fiscal years and the subsequent interim period through July 6, 2026, there were (i) no disagreements (as defined in Item 304(a)(1)(iv) of Regulation S-K and the related instructions thereto) with Fortune CPA on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedures, which disagreement, if not resolved to the satisfaction of Fortune CPA, would have caused it to make reference to the subject matter of the disagreement in their reports on the financial statements for such years, and (ii) no reportable events (as described in Item 304(a)(1)(v) of Regulation S-K), except for the existence of a material weakness in internal control over financial reporting as of December 31, 2024 and December 31, 2025 and through the subsequent interim period preceding the dismissal, relating to insufficient staff with the appropriate level of knowledge, training and experience in U.S. GAAP and SEC reporting requirements, as previously disclosed in the Company's Annual Reports on Form 10-K for the fiscal years ended December 31, 2024 and December 31, 2025. In connection with the material weakness described above, the Audit Committee discussed the subject matter of such reportable event with Fortune CPA, and the Company has authorized Fortune CAP to respond fully to the inquiries of the Company's successor accountant, Wei, Wei & Co., LLP ("Wei, Wei & Co."), concerning the subject matter of such reportable event.

Appointment of Wei, Wei & Co., LLP

On July 6, 2026, the Audit Committee approved the engagement of Wei, Wei & Co. as the Company's independent registered public accounting firm, effective immediately, and also approved Wei, Wei & Co. to act as the Company's auditor for the fiscal year ending December 31, 2026, effective as of July 6, 2026.

During the Company's two most recent fiscal years and the subsequent period from January 1, 2026 to July 6, 2026, the Company did not consult with Wei, Wei & Co. regarding any of the matters or events set forth in Item 304(a)(2)(i) or 304(a)(2)(ii) of Regulation S-K.

Policy on Audit Committee Pre-Approval of Audit and Non-Audit Services of Independent Accountant

The Audit Committee's policy is to pre-approve all audit services and all non-audit services that our independent accountants are permitted to perform for us under applicable federal securities regulations. The audit committee's policy utilizes an annual review and general pre-approval of certain categories of specified services that may be provided by the independent accountant, up to pre-determined fee levels. Any proposed services not qualifying as a pre-approved specified service, and pre-approved services exceeding the pre-determined fee levels, require further specific pre-approval by the audit committee. The audit committee has delegated to the Chairman of the audit committee the authority to pre-approve audit and non-audit services proposed to be performed by the independent accountants and the Chairman of the audit committee must report any pre-approval decisions to the audit committee at its next scheduled meeting. Our audit committee was established in April 2008. All the services provided by our auditors in fiscal year 2025 were pre-approved by the audit committee.

Recommendation of Board of Directors

The approval of Wei, Wei & Co., LLP, as our independent registered public accounting firm for the fiscal year ending December 31, 2026 requires the affirmative vote of a majority of the votes cast, either in person or by proxy, at the Annual Meeting, provided that a quorum is present. Abstentions and broker non-votes will not be counted as votes cast and will have no effect on the outcome of the vote.

The Board of Directors has unanimously determined that this Proposal is in the best interests of the Company and its shareholders.

The Board of Directors unanimously recommends that you vote "FOR" the ratification of Wei, Wei & Co., LLP.

PROPOSAL 3 — APPROVAL OF AUTHORIZED SHARE INCREASE AMENDMENT

Background

On October 2, 2026, the Board of Directors has unanimously approved, and recommends that the shareholders approve, an amendment to Article III, Section 1 of the Company's Third Amended and Restated Articles of Incorporation, as amended (the "Articles of Incorporation"), to increase the number of authorized shares of common stock, par value $0.001 per share, from 9,375,000 shares to 900,000,000 shares (the "Authorized Share Increase Amendment").

As of October 2, 2026, the Company had 9,375,000 shares of common stock authorized, of which 8,674,730 shares were issued and outstanding. Additional shares of common stock were reserved for issuance, including (the "Anticipated Share Reserves"):

- 610,000 series B right that are eligible to be exercised for 610,000 shares of our common stock by FT Global Capital, Inc. ("FT Global") or its designee pursuant to the Settlement and Forbearance Agreement dated on June 17, 2025, subject to the adjustment with 1-for-4 reverse stock split on January 8, 2026, 1-for-4 reverse stock split on July 8, 2026 and 1-for-4 reverse stock split on August 26, 2026 and true-up terms in the Forbearance Agreement.

In addition, the Company has 10,000,000 shares of preferred stock authorized, par value $0.001 per share, none of which are issued and outstanding. The Authorized Share Increase Amendment would not change the number of authorized shares of preferred stock.

If this proposal is approved, the Authorized Share Increase Amendment will increase the total number of authorized shares of common stock from 9,375,000 to 900,000,000 shares. The par value of the common stock will remain at $0.001 per share.

Reasons for the Amendment

The Board of Directors believes that the increase in the number of authorized shares of common stock is advisable and in the best interests of the Company and its shareholders. The primary reasons for the proposed increase include the following:

- To provide the Company with greater flexibility to issue shares of common stock for future equity financings, capital-raising transactions, and other corporate purposes;
- To have shares available for issuance under the Company's equity incentive plans, including the proposed 2026 Omnibus Equity Plan, to attract, retain and incentivize employees, directors, consultants and advisors through stock-based compensation;
- To have shares available to use as consideration in potential acquisitions, mergers, strategic transactions, joint ventures, partnerships and other business combinations in the future; and
- To provide general corporate flexibility and to ensure that the Company has a sufficient number of authorized but unissued shares available for other corporate purposes as may be identified from time to time by the Board of Directors.

The Board of Directors considers the availability of additional authorized shares of common stock to be essential to the Company's ability to pursue its business strategy and growth plans. Having additional authorized but unissued shares available for issuance will allow the Board to act promptly when opportunities arise, without the delay and expense of calling a special shareholders' meeting to authorize additional shares at that time (unless otherwise required by applicable law or the rules of the NASDAQ Capital Market).

No Current Plans to Issue All Authorized Shares

As of the date of this Proxy Statement, the Company does not have any specific plans, arrangements, commitments or understandings, whether written or oral, to issue all of the additional authorized shares of common stock that would become available as a result of the Authorized Share Increase Amendment. However, the Board of Directors considers it prudent and in the best interests of the Company and its shareholders to have additional shares available for the purposes described above. The Board of Director did approve the Future FinTech Group Inc. 2026 Omnibus Equity Plan with a limit of 1,500,000 shares of common stock of the Company and proposes the shareholders to approve it at this Annual Meeting, see details in Proposal No. 5.

Potential Dilutive and Anti-takeover Effects

The issuance of additional shares of common stock may have a dilutive effect on the ownership interests of existing shareholders and may dilute the book value per share and earnings per share (or increase the loss per share) of the Company's common stock. The additional authorized shares of common stock, if and when issued, would have the same rights and privileges as the currently authorized and outstanding shares of common stock. Holders of the Company's common stock do not have preemptive rights. Accordingly, should the Board of Directors elect to issue additional shares of common stock, existing shareholders would not have any preferential rights to purchase such shares. The increase in the authorized number of shares of common stock could, under certain circumstances, have an anti-takeover effect, although this is not the intent of the Board of Directors. For example, the Company could issue additional shares to dilute the stock ownership or voting rights of persons seeking to obtain control of the Company. The Board of Directors does not currently contemplate recommending the adoption of any other proposals that could be construed to affect the ability of third parties to take over or change control of the Company.

Text of the Proposed Amendment

The text of Article III, Section 1, as proposed to be amended, is in the Articles of Amendment to Articles of Incorporation, attached hereto as **Annex A**. If approved, the Authorized Share Increase Amendment will amend the applicable section of the Company's Articles of Incorporation to read substantially as follows:

> *"Authorized Stock. The total number of shares of common stock, par value $0.001 per share (the "Common Stock"), which the Company shall have authority to issue is 900,000,000. The total number of shares of preferred stock, par value $0.001 per share (the "Preferred Stock"), which the Company shall have authority to issue is 10,000,000."*

The description of the Authorized Share Increase Amendment in this proposal is a summary and is qualified in its entirety by the full text in **Annex A**.

Effectiveness of the Authorized Share Increase Amendment

Under the Florida Business Corporation Act, the Authorized Share Increase Amendment must be filed with the Florida Department of State (Secretary of State) in order to become effective. If this proposal is approved by the shareholders, the Company intends to file the Articles of Amendment to the Articles of Incorporation with the Florida Department of State, Division of Corporations, promptly after the Annual Meeting. The amendment will become effective upon filing or at a later effective time specified in the filing.

Interests of Directors and Executive Officers

None of our directors or executive officers has any substantial interest, direct or indirect, in the Authorized Share Increase Amendment, other than as a holder of our common stock to the same extent as all other shareholders.

Required Vote

Under the Florida Business Corporation Act and the Company's Articles of Incorporation, the approval of this Authorized Share Increase Amendment requires the affirmative vote of a majority of the outstanding shares of common stock entitled to vote at the Annual Meeting. Abstentions and broker non-votes will have the same effect as a vote "AGAINST" this proposal because they reduce the total number of affirmative votes.

Recommendation of Board of Directors

The Board of Directors has unanimously determined that the Authorized Share Increase Amendment is in the best interests of the Company and its shareholders.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS A VOTE "FOR" THE APPROVAL OF THE AUTHORIZED SHARE INCREASE AMENDMENT.

PROPOSAL 4 — APPROVAL OF AN AMENDMENT TO SHAREHOLDER VOTE REQUIREMENT

Overview

On October 5, 2026, our Board of Directors (the "Board") unanimously approved, and declared advisable and in the best interests of the Company and its shareholders, an amendment to Article IX, Section 1 of the Articles of Incorporation. The Board recommends that shareholders approve the amendment (the "Article 9.1 Amendment").

Article IX, Section 1 currently provides that any amendment, alteration, repeal, or rescission of any provision of the Articles of Incorporation must be approved by the Board and by the affirmative vote of the holders of at least a majority of the combined voting power of the then outstanding voting shares of capital stock of the Company, voting together as a single class. If approved, the Article 9.1 Amendment would instead require approval by the Board and by the affirmative vote of a majority of the votes cast, in person or by proxy, at a meeting of shareholders at which a quorum is present, except as otherwise required by the Florida Business Corporation Act (the "FBCA") or by any Preferred Stock Designation (as defined in the Articles of Incorporation).

Text of the Proposed Amendment

The text of Article IX, Section 1, as proposed to be amended, is in the Articles of Amendment to Articles of Incorporation, attached hereto as **Annex A**. If approved, the Article 9.1 Amendment will amend the applicable section of the Company's Articles of Incorporation to read substantially as follows:

> *"Articles of Incorporation. Whenever any vote of the holders of voting shares of the capital stock of the Company is required by law to amend, alter, repeal or rescind any provision of these Articles of Incorporation, such alteration, amendment, repeal or rescission of any provision of these Articles of Incorporation must be approved by the Board of Directors and by the affirmative vote of a majority of the votes cast, in person or by proxy, by the holders of the voting shares of capital stock of the Company entitled to vote thereon, voting together as a single class, at a meeting of shareholders at which a quorum is present, except as otherwise required by the Act or by any Preferred Stock Designation. For purposes of this Section 1, abstentions and broker non-votes shall not be counted as votes cast.*
>
> *Subject to the provisions above, the Company reserves the right at any time, and from time to time, to amend, alter, repeal or rescind any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law, and other provisions authorized by the laws of the State of Florida at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon shareholders, directors or any other persons whomsoever by and pursuant to these Articles of Incorporation in their present form or as hereafter amended are granted subject to the rights reserved in this Article."*

The description of the Article 9.1 Amendment in this proposal is a summary and is qualified in its entirety by the full text in **Annex A**.

Reasons for the Article 9.1 Amendment

The Board believes the Article 9.1 Amendment is in the best interests of the Company and its shareholders for the following reasons:

- *Alignment with the Florida default standard.* Under the FBCA, unless the articles of incorporation require a greater vote, the approval of the amendment requires the approval of the shareholders at a meeting at which a quorum exists consisting of at least a majority of the shares entitled to be cast on the amendment. The Article 9.1 Amendment would bring the vote required to amend our Articles of Incorporation closer to that statutory default.
- *Decisions made by shareholders who vote.* Under the current standard, every share that is not voted, including abstentions and broker non-votes, counts the same as a vote against a proposed amendment. The Board believes amendments supported by a majority of the shareholders who actually vote should not fail because of shareholders who choose not to participate.

- *Flexibility and efficiency.* Meeting a majority-of-outstanding-shares threshold can require significant proxy solicitation costs and repeated meeting adjournments, particularly where a large portion of our shares will be held in street name. The Board notes that broker discretionary voting is not available for most charter amendments. The Article 9.1 Amendment is intended to help the Company respond more efficiently to future capital, governance, and business needs.

The Board recognizes that the Article 9.1 Amendment will make future amendments to the Articles of Incorporation easier to approve. The Board has weighed this consideration and believes the benefits described above outweigh it, particularly because any future amendment will still require Board approval, a properly convened shareholder meeting at which a quorum is present, and compliance with all applicable requirements of the FBCA.

Effectiveness of the Article 9.1 Amendment

Under the Florida Business Corporation Act, the Authorized Share Increase Amendment must be filed with the Florida Department of State (Secretary of State) in order to become effective. If shareholders approve this proposal, the Company intends to file the Articles of Amendment to the Articles of Incorporation with the Florida Department of State, Division of Corporations, promptly after the Annual Meeting. The amendment will become effective upon filing or at a later effective time specified in the filing.

No Appraisal Rights

Under the FBCA, shareholders are not entitled to appraisal rights in connection with the Article 9.1 Amendment, and the Company will not independently provide shareholders with any such right.

Interests of Directors and Executive Officers

None of our directors or executive officers has any substantial interest, direct or indirect, in the Article 9.1 Amendment, other than as a holder of our common stock to the same extent as all other shareholders.

Required Vote

Under the Florida Business Corporation Act and the Company's Articles of Incorporation, the approval of this Article 9.1 Amendment requires the affirmative vote of a majority of the outstanding shares of common stock entitled to vote at the Annual Meeting. Abstentions and broker non-votes will have the same effect as a vote "AGAINST" this proposal because they reduce the total number of affirmative votes.

Board Recommendation

THE BOARD UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS VOTE "FOR" THE APPROVAL OF THE AMENDMENT TO ARTICLE IX, SECTION 1 OF THE ARTICLES OF INCORPORATION.

PROPOSAL 5 — FUTURE FINTECH GROUP INC. 2026 OMNIBUS EQUITY PLAN

Background

Our shareholders are being asked to consider and vote on this proposal to approve the Future FinTech Group Inc. 2026 Omnibus Equity Plan (the "Equity Plan").

The Board of Directors of the Company approved and adopted the Future FinTech Group Inc. 2025 Omnibus Equity Plan (the "2025 Plan") on October 8, 2025, which was approved by the shareholders at the shareholders annual meeting on December 12, 2025, to provide equity awards to employees, directors and consultants of the Company. There were 5,000,000 shares of common stock available for awards under 2025 Plan (or 1,250,000 shares after the reverse split on January 8, 2026). On May 29, 2026, the Compensation Committee of the Board granted stock awards of 1,250,000 shares of common stock of the Company, pursuant to the 2025 Plan, to fourteen officers and employees of the Company and its subsidiaries, including: 50,000 shares to Hu Li, Chief Executive Officer and 50,000 shares to Ting Ouyang, Chief Financial Officer of the Company. After the grant, no more shares are available under 2025 Plan after May 29, 2026.

The Equity Plan's purpose is to attract and retain high caliber employees, directors, consultants and advisors; motivate participants to achieve long-range goals; provide competitive incentive compensation opportunities and align the participant's interests with the interests of the shareholders by offering the participants compensation that is based on our common stock.

The description of the Equity Plan below is a summary and is qualified in its entirety by reference to the provisions of the Equity Plan, which is attached as **Annex B** to this proxy statement. Capitalized terms used in the summary but otherwise not defined herein shall have the meanings ascribed to such terms in the Equity Plan.

The Board of Directors of the Company approved and adopted the Equity Plan on October 2, 2026, subject to shareholders' approval of the Authorized Share Increase Amendment and this Equity Plan.

Recommendation of Board of Directors

The Board of Directors has approved and unanimously recommends that the stockholders vote "FOR" the proposal to approve the Equity Plan.

Description of the Equity Plan

Administration. The Equity Plan requires that a committee of non-employee directors administer the Equity Plan. Currently, our Compensation Committee, which we refer to in this proposal as the Committee, administers the Equity Plan. Among other powers and duties, the Committee determines the employees who will be eligible to receive awards and establishes the terms and conditions of all awards. Unless prohibited by applicable law or the applicable rules of a stock exchange, the Committee may delegate its authority and administrative duties under the Equity Plan.

Shares Subject to the Equity Plan. The shares issuable under the Equity Plan are shares of our common stock that are authorized but unissued or reacquired common stock, including shares repurchased by the Company as treasury shares. The total aggregate shares of common stock authorized for issuance during the term of the Equity Plan is limited to 1,500,000 shares. The Committee must equitably adjust awards and the number of shares available under the Equity Plan in the event of a recapitalization, stock split, stock dividend, extraordinary cash dividend, split-up, spin-off, reclassification, combination or other exchange of shares.

Types of Awards and Eligibility. The Equity Plan provides for five types of awards. The Eligible Persons under the Equity Plan include Employees, Outside Directors, Consultants and New Hires of the Company or it subsidiaries, as selected by our Board or the designated committee thereof. As of October 16, 2026, 17 individuals (consisting of 2 executive officers, 3 independent directors who are not executive officers, and 12 employees who are not executive officers) are eligible to receive awards under the Equity Plan. The closing price of Company's common stock on the NASDAQ Capital Market was $2.30 per share as of October 16, 2026.

Stock Options. Incentive Stock Options ("ISOs") are options that are intended to qualify as, and that satisfy the requirements applicable to, an "incentive stock option" described in Code § 422(b). NSO shall mean an Option that is not intended to be, or does not qualify as, an Incentive Stock Option and is commonly referred to as a "Non-Statutory Stock Option".

Option Grant: The grant of an Option entitles the Participant to purchase the number of Shares designated in the Award Agreement for such Option at an Exercise Price established by the Committee. Options may be either Incentive Stock Options or Non-Statutory Stock Options, as determined in the discretion of the Committee. Each Option shall be evidenced by and conditional on an Award Agreement in the form approved by the Committee, which Award Agreement shall specify whether the Option is an ISO or NSO. No ISO may be granted to any person more than ten (10) years after the Effective Date of the Equity Plan. Award Agreements need not be identical, but shall include the terms specified in and be subject to the provisions of the Equity Plan applicable to such Options. To the extent that the aggregate Fair Market Value of the Shares (determined as of the respective date or dates of grant), subject to ISOs granted to any Participant under the Equity Plan and any other option plan of the Corporation or any Related Corporation that first become exercisable in any calendar year, including any ISOs which become exercisable on an accelerated basis during such year, exceeds the sum of One Hundred Thousand Dollars ($100,000), such excess Options shall be treated as NSOs.

Exercise of Options: The Exercise Price shall be fixed by the Committee, provided that the Exercise Price for any Option shall never be less than one hundred percent (100%) (or, in the case of a 10% Stockholder receiving an ISO, 110%) of the Fair Market Value per share of Stock on the Option grant date. Fair Market Value shall be determined in a manner compliant with Code Section 409A.

Payment of Exercise Price: The exercise price is payable in cash; by tendering shares of our common stock owned by the participant; by withholding shares that would be acquired on exercise; by broker-assisted cashless exercise; or by any other form of legal consideration acceptable by the Committee (so long as it does not result in deferral of compensation within the meaning of Code Section 409A). Options are subject to the conditions, restrictions and contingencies specified by the Committee.

Option Term: The maximum term of any option is ten years from the date of grant and, with respect to ISOs granted to an individual who owns 10% of the voting power of our stock, the maximum term is five years from the date of grant.

Stock Appreciation Rights. A Stock Appreciation Right ("SAR") entitles the Participant to receive, with respect to each Share subject to the SAR, the appreciation in the Fair Market Value over a base price established by the Committee, payable in cash or Stock, or a combination of both, as determined by the Committee at the time of payment. Each SAR shall be evidenced by an Award Agreement in the form approved by the Committee. Award Agreements evidencing SARs need not be identical, but shall include the terms specified below and be subject to the provisions of the Equity Plan applicable to such SARs.

SARs Grant: Each award of SARs will be evidenced by an award agreement that will specify the base price, the term of the SAR, and such other provisions as the Committee determines, and which are not inconsistent with the terms of the Equity Plan (which need not be the same for each award for each recipient).

Base Price of SAR: The base price of each SAR granted under the Equity Plan will be at least equal to the fair market value of a share of our common stock on the date of grant.

Settlement of SARs: The Participant may exercise the SAR by delivering a written notice of exercise to the Corporation, in the form and manner designated by the Committee. To the extent the Committee determines that the Participant will receive cash upon exercise of a SAR, the Corporation shall deliver the cash amount which becomes due upon exercise of a SAR as soon as administratively practicable after the Corporation's receipt of the Participant's properly completed notice of exercise. To the extent the Committee determines that Shares will be delivered to the Participant upon exercise of a SAR, the Shares shall be subject to such conditions, restrictions and contingencies as the Committee may establish, except that such conditions may not cause the deferral of recognition of income.

SAR Term: The maximum term of any SAR is ten years from the date of grant.

Unrestricted Stock. The Committee may, in its sole discretion, award unrestricted stock to any participant as a stock bonus or otherwise pursuant to which such participant may receive shares of stock free of restrictions or limitations.

Restricted Stock. A Restricted Stock Award is a grant of Shares subject to conditions and restrictions as determined by the Committee. Each Restricted Stock Award shall be evidenced by an Award Agreement in the form approved by the Committee. Award Agreements evidencing Restricted Stock Awards need not be identical, but shall include the terms specified in and be subject to the provisions of the Equity Plan applicable to such Restricted Stock Awards. Each Restricted Stock Award shall be, for the applicable Period of Restriction determined by the Committee, subject to such conditions, restrictions and contingencies as the Committee shall determine. Lapse of restrictions may be conditioned on the continued performance of Services or the achievement of performance conditions measured on an individual, corporate or other basis, or any combination thereof.

Restricted Stock Units. A Restricted Stock Unit Award entitles the Participant to receive Shares upon the vesting of the Award. Each Restricted Stock Unit Award shall be evidenced by an Award Agreement in the form approved by the Committee. Subject to the terms of the Equity Plan, Restricted Stock Units may be granted to Participants in such amounts and upon such terms and at any time and from time to time, as shall be determined by the Committee. Award Agreements evidencing Restricted Stock Unit Awards need not be identical, but shall include the terms specified in and be subject to the provisions of the Equity Plan applicable to Restricted Stock Unit Awards. As soon as practicable following the date each Restricted Stock Unit vests, the Corporation shall deliver to the Participant the Share underlying such Restricted Stock Unit, subject to such conditions, restrictions and contingencies as the Committee may establish.

Performance-Based Compensation. At its discretion, the Committee may make Awards to Participants intended to be the performance-based compensation. In such event, the number of shares becoming exercisable or transferable or amounts payable with respect to grants of Options, Stock Appreciation Rights, and/or awards of Restricted Stock, Unrestricted Stock or Restricted Stock Units may be determined based on the attainment of written performance goals based on the performance measures set forth in Article 7 of the Equity Plan and which have been approved by the Committee for a specified performance period. The performance goals shall state, in terms of an objective formula or standard, the method of computing the amount of compensation payable to the Participant if the goal is attained.

Limitations on Awards. The maximum aggregate cash amount payable under the Equity Plan for any Awards intended to constitute performance-based compensation to any Participant in any single calendar year shall not exceed $1,000,000. Subject to adjustment as provided in Equity Plan, the maximum aggregate number of Shares (including Options, SARs, Restricted Stock, and RSUs) that may be granted to any Participant in any calendar year shall be 1,000,000 Shares.

Vesting and Forfeiture. The Committee determines the time and conditions under which the award will vest or the period of time after which the restriction shall lapse as part of making an award. Vesting or the lapse of the period of restriction may, in the Committee's discretion, be based solely upon continued employment or service for a specified period of time, or may be based upon the achievement of specific performance goals (individual, corporation or other basis), or both. Vesting means the time at which an option, SAR or RSU holder may exercise his or her award at the end of the period of restriction that applies to Restricted Stock. Vesting or lapse provisions need not be uniform among awards granted at the same time or to persons similarly-situated. Vesting and lapse requirements will be set forth in the applicable award agreement. The Committee, in its discretion, may accelerate vesting of any award at any time. Unless otherwise determined by the Committee and included in the Participant's Award Agreement, in the event that a Participant's Service with the Corporation and all Related Corporations is terminated for any reason, all Awards held by the Participant which are unexercised or have not yet vested as of such date shall expire, terminate, and become unexercisable as of such termination date, provided, however, that if the Participant's Service terminates for reasons other than Cause, all outstanding vested Options and SARs held by the Participant as of his or her termination date shall continue to be exercisable until the earlier of the expiration of their term or the date that is three months after such termination date.

Extension Exercise Period. The Committee, in its discretion, may extend the period of time for which an Option or SAR is to remain exercisable following a termination of service, but in no event beyond the expiration of the option or SAR.

Prohibition on Repricing. Except as required or permitted pursuant to a corporate transaction (including, without limitation, any recapitalization or reorganization), in no event will an Option or SAR be amended to reduce the exercise or base price or be canceled in exchange for cash, other awards or Options or SARs with an exercise price or base price less than the exercise price of the original Option or base price of the original SAR without shareholder approval.

Limits on Transfers of Awards/Beneficiary Designation. All awards are exercisable only by the participant during the participant's lifetime, and are transferable only by will or by the laws of descent and distribution; provided, however, that the Committee may permit a transfer of an award, other than an ISO, to a family member of an individual, subject to such restrictions as the Committee may provide. Participants may designate a beneficiary or beneficiaries to receive their benefits under the Equity Plan if they die before receiving any or all of such benefit.

Recapitalization. Upon a recapitalization, the Committee must adjust the number and kind of shares issuable and maximum limits for each type of award, adjust the number and kind of shares subject to outstanding awards, adjust the exercise or base price of outstanding Options or SARs, and make any other equitable adjustments.

Reorganization. Upon a reorganization, the Committee may decide that awards will apply to securities of the resulting corporation (with appropriate adjustment as determined by the Committee), that any or all outstanding Options and SARs will be immediately exercisable (to the extent permitted under federal or state securities laws) and shall remain exercisable for the remaining term of the Options or SARs under the terms of the Equity Plan, that any or all Options and SARs will be immediately exercisable (to the extent permitted under federal or state securities laws) and shall be terminated after giving at least 30 days' notice to the Participants to whom such Options or SARs have been granted, and/or that any or all unvested Restricted Stock Units and Restricted Stock on which restrictions have not yet lapsed shall become immediately fully vested, nonforfeitable and payable.

Amendment and Termination. Our Board of Directors may amend, suspend or terminate the Equity Plan, without consent of stockholders or participants, provided, however, that amendments must be submitted to the shareholders for approval if stockholder approval is required by applicable law, and any amendment or termination that may adversely affect the rights of participants with outstanding awards requires the consent of such participants. The Committee may amend any award agreement, provided the amendment is not to re-price or constructively re-price any award.

Term. The Equity Plan shall become effective immediately upon the approval of the increase of authorized shares of common stock of the Company and the approval of this Plan by the stockholders of the Corporation at the 2026 annual meeting of stockholders of the Corporation held following the adoption by the Board, or any special meeting of the stockholders duly called (the "Stockholders Approval"). No Shares, Options, SARs, RSUs or other awards may be granted under this Plan until the Stockholders Approval. The Equity Plan will terminate on the earliest to occur of (i) the 10th anniversary of the Equity Plan's effective date, or (ii) the date on which all shares available for issuance under the Equity Plan shall have been issued as fully-vested shares.

U.S. Federal Income Tax Consequences

The following summary of the U.S. federal income tax consequences of awards under the Equity Plan is based on current U.S. federal income tax laws and regulations and is designed to provide a general understanding of the consequences as of the date of this proxy statement. Laws and regulations may change in the future and affect the income tax consequences of your award under the Equity Plan. In addition, the impact of the laws and regulations may vary based on someone's individual circumstances. This summary does not constitute tax advice and does not address taxation of an award under the laws of any municipality, state or foreign country. A grant recipient is urged to consult his or her own tax advisor as to the specific tax impact of any award. References below to employment taxes and income tax withholding apply to participants who are employees; non-employee directors and consultants generally are not subject to income tax withholding but may be subject to self-employment tax on the income they recognize. References below to Future FinTech's entitlement to a tax deduction are subject to the requirement that compensation be reasonable, applicable tax reporting requirements, and the limitations under Code Sections 162(m) and 280G described below. Because most of the participants are expected to be employed by Future FinTech's non-U.S. subsidiaries and may not be subject to U.S. federal income tax, any deduction for compensation provided to those participants generally would be available, if at all, to the employing subsidiary under applicable local law, and the value to Future FinTech of any U.S. federal income tax deduction will depend on its U.S. taxable income.

Incentive Stock Options. An employee participant will generally have no tax consequences when he or she receives the grant of an ISO. In most cases, an employee participant also will not have income tax consequences when he or she exercises an ISO. An employee participant may have income tax consequences when exercising an ISO if the aggregate fair market value (determined at the time of grant) of the shares of the common stock subject to the ISO that first become exercisable in any one calendar year exceeds $100,000. If this occurs, the excess shares (the number of shares the fair market value of which exceeds $100,000 in the year first exercisable, taking options into account in the order in which they were granted) will be treated as though they are NSOs instead of ISOs. Additionally, if an

employee participant exercises an ISO more than three months after termination of employment (or more than one year after termination of employment in the case of a disabled employee), the exercise of the option will be taxed as the exercise of an NSO; this employment requirement does not apply to an ISO exercised after the employee's death. Any shares recharacterized as NSOs will have the tax consequences described below with respect to the exercise of NSOs. An extension of the post-termination exercise period of an ISO, or another modification of an ISO, may cause the option to be treated as an NSO.

An employee participant recognizes income when selling or exchanging the shares acquired from the exercise of an ISO in the amount of the difference between the fair market value at the time of the sale or exchange and the exercise price the participant paid for those shares. This income will be taxed at the applicable capital gains rate if the sale or exchange occurs after the expiration of the requisite holding periods. Generally, the required holding periods expire two years after the date of grant of the ISO and one year after the date the common stock is acquired by the exercise of the ISO. Further, the amount by which the fair market value of a share of the common stock at the time of exercise of the ISO exceeds the exercise price generally will be included in determining a participant's alternative minimum taxable income and may cause the participant to incur an alternative minimum tax liability in the year of exercise, unless the shares are disposed of in the same year in which the ISO is exercised.

If an employee participant disposes of common stock acquired by exercising an ISO before the required holding periods expire, the disposition generally will be a disqualifying disposition. The participant generally will recognize ordinary income equal to the excess of the fair market value of the shares on the date of exercise over the exercise price. However, for certain arm's-length dispositions to unrelated persons in which a loss, if sustained, would be recognized, the ordinary income generally is limited to the excess of the amount realized on the disposition over the exercise price. Any additional gain generally will be capital gain, and if the amount realized is less than the exercise price, the participant generally will recognize a capital loss. Ordinary income recognized on a disqualifying disposition generally is not subject to employment taxes or income tax withholding.

Using shares previously acquired upon exercise of an ISO to exercise another option may result in a disqualifying disposition if the applicable ISO holding periods have not been satisfied. A stock-for-stock exercise also can produce special carryover basis and holding-period consequences under Code Section 1036. Participants contemplating a stock-for-stock exercise should consult their tax advisors regarding the consequences to them.

There will be no tax consequences to Future FinTech when it grants an ISO or, generally, when an employee participant exercises an ISO. However, if an option holder recognizes ordinary compensation income because an option fails to qualify as an ISO or because of a disqualifying disposition of shares acquired upon exercise of an ISO, Future FinTech generally will have a tax deduction in the same amount and at the same time, subject to applicable limitations.

Non-Statutory Stock Options. A participant generally has no income tax consequences from the grant of NSOs. Generally, in the tax year when the participant exercises the NSO, he or she recognizes ordinary income in the amount by which the fair market value of the shares at the time of exercise exceeds the exercise price for the shares, and that amount will be subject to withholding and employment taxes.

If a participant exercises an NSO using previously acquired common stock, Code Section 1036 generally permits nonrecognition with respect to the shares received in exchange for the surrendered shares. Additional shares generally give rise to ordinary income under the rules described above and receive a tax basis reflecting the amount included in income and any additional consideration paid. The precise basis and holding-period consequences depend on the shares surrendered.

The gain, if any, realized at the later disposition of the common stock will either be short- or long-term capital gain, depending on the holding period.

There will be no tax consequences to Future FinTech when granting an NSO. Future FinTech generally will have a tax deduction in the same amount and at the same time as the ordinary income recognized by the participant.

Stock Appreciation Rights. Neither the participant nor Future FinTech has income tax consequences from the issuance of a SAR. The participant recognizes taxable income at the time the SAR is exercised in an amount equal to the cash received and/or the fair market value of the shares of common stock received upon exercise. The income recognized on exercise of a SAR will be taxable at ordinary income tax rates and be subject to employment taxes. Future FinTech generally will be entitled to a tax deduction with respect to the exercise of a SAR in the same amount and at the same time as the ordinary income recognized by the participant.

Restricted Stock. A holder of restricted stock will not recognize income at the time of the award, unless he or she specifically makes an election to do so under Code Section 83(b) within thirty days of such award. Unless the holder has made such an election, he or she will realize ordinary income and be subject to employment taxes in an amount equal to the fair market value of the shares on the date the restrictions on the shares lapse, reduced by the amount, if any, he or she paid for such stock. Future FinTech will generally be entitled to a corresponding deduction in the same amount and at the same time as the holder recognizes ordinary income. Upon the otherwise taxable disposition of the shares awarded after ordinary income has been recognized, the holder will realize a capital gain or loss (which will be long-term or short-term depending upon how long the shares are held after the restrictions lapse). Absent a Section 83(b) election, dividends paid on restricted stock before the restrictions lapse generally are treated as compensation income rather than dividend income.

If the holder made a timely election under Code Section 83(b), he or she will recognize ordinary income for the taxable year in which an award of restricted stock is received in an amount equal to the fair market value of the shares of restricted stock for which the election is made, reduced by the amount, if any, paid for those shares (even if the shares remain subject to forfeiture). That income will be taxable at ordinary income tax rates and be subject to employment taxes. At the time of disposition of the shares, if such an election was made, the holder will recognize gain in an amount equal to the difference between the sales price and the holder's tax basis in the shares. Such gain will be taxable at the applicable capital gains rate. Future FinTech will generally be entitled to a tax deduction in the same amount and at the same time as the ordinary income recognized by the participant, subject to applicable limitations. If the restricted stock is later forfeited after a Section 83(b) election, the participant generally will not be entitled to a deduction for the amount previously included in income and may recognize a capital loss to the extent the amount paid for the shares exceeds the amount, if any, realized upon the forfeiture.

Restricted Stock Units. A holder of RSUs generally will not recognize income at the time of the award. Upon delivery of the shares due upon settlement of an RSU, a holder generally will realize ordinary income in an amount equal to the fair market value of the shares distributed. For employee participants, FICA taxes generally may apply when the RSU is no longer subject to a substantial risk of forfeiture, which may occur before the shares are delivered. Dividend equivalents, if any, paid with respect to RSUs generally are taxable as ordinary compensation income when paid. Future FinTech generally will be entitled to a corresponding tax deduction in the same amount and at the same time as the holder recognizes income. When the holder later disposes of his or her shares, the difference between the amount realized on sale and the amount recognized by the holder upon settlement of the RSU will be a capital gain or loss (which will be long-term or short-term depending upon how long the shares are held).

Unrestricted Stock. Generally, the participant will, in the year that the unrestricted stock award is granted, recognize compensation taxable as ordinary income equal to the fair market value of the shares on the date of the award, reduced by the amount, if any, paid for the shares. Future FinTech normally will receive a corresponding deduction equal to the amount of compensation the recipient is required to recognize as ordinary taxable income, and must comply with applicable tax withholding requirements.

Limitation on Company Deductions. Under Code Section 162(m), no federal income tax deduction is allowed for Future FinTech for any compensation paid to a "covered employee" in any taxable year of Future FinTech to the extent that his or her compensation exceeds $1,000,000. For this purpose, "covered employees" generally include (i) any individual who serves as the principal executive officer or principal financial officer of Future FinTech at any time during the taxable year, (ii) the three other most highly compensated officers of Future FinTech for the taxable year (other than the principal executive officer and the principal financial officer), (iii) for taxable years beginning after December 31, 2026, the five other most highly compensated employees of Future FinTech for the taxable year (other than the individuals described in clauses (i) and (ii)), and (iv) any individual who was a covered employee described in clause (i) or (ii) of Future FinTech (or any predecessor) for any taxable year beginning after December 31, 2016. For taxable years beginning after December 31, 2025, if Future FinTech is a member of a controlled group for purposes of Section 162(m), remuneration paid by other members of the controlled group is aggregated in applying the $1,000,000 deduction limitation, and any resulting disallowed deduction is allocated among the applicable group members as provided under Section 162(m). The term "compensation" generally includes amounts includable in gross income as a result of the exercise of stock options or SARs, payments pursuant to performance shares or units, or the receipt of restricted or unrestricted stock, including performance-based compensation. Certain compensation payable under a written binding contract in effect on November 2, 2017, that has not been materially modified may be grandfathered

from the amendments to Section 162(m) enacted by the Tax Cuts and Jobs Act. Because the Equity Plan is being adopted in 2026, awards under the Equity Plan will not qualify for this transition relief. Certain amounts that are excludable from the employee's gross income also may fall outside the Section 162(m) limitation.

Effect of Code Section 280G. Code Section 280G limits the deductibility of certain payments that are contingent upon a change in control if the aggregate present value of such payments equals or exceeds three times the individual's "base amount" (i.e., generally, the individual's average annual compensation includible in gross income for the five taxable years preceding the change in control or, if shorter, the period during which the individual performed services). If payment or settlement of an award is accelerated upon a change in control, a portion of such payment attributable to the value of the acceleration is considered a payment that is contingent upon a change in control. In such case, Future FinTech will not be entitled to a deduction for the "excess parachute payment" (generally, the portion of such payments in excess of one times the base amount), and the affected individual must pay an excise tax (in addition to any income tax) equal to 20% of the excess parachute payment.

Impact of Code Section 409A. Code Section 409A provides that all amounts deferred under a nonqualified deferred compensation plan are includible in a service provider's gross income to the extent such amounts are not subject to a substantial risk of forfeiture, unless certain requirements are satisfied. If the requirements are not satisfied, in addition to current income inclusion, interest at the underpayment rate plus 1% will be imposed on the service provider's underpayments that would have occurred had the deferred compensation been includible in gross income for the taxable year in which first deferred or, if later, the first taxable year in which such deferred compensation is not subject to a substantial risk of forfeiture. The amount required to be included in income is also subject to an additional 20% tax. While most awards under the Plan are anticipated to be exempt from the requirements of Code Section 409A, awards not exempt from Code Section 409A are intended to comply with Code Section 409A.

Other Information

Subject to the terms and provisions of the Equity Plan, the individuals that receive awards and the terms and conditions of such awards are determined at the discretion of the Compensation Committee. The Compensation Committee has not yet made any determination as to which eligible employees will receive awards under the Equity Plan in the future, or the value of awards to be made to any eligible individual, and therefore, it is not possible to determine for any persons or groups the benefits or amounts that will be received in the future under the Equity Plan.

Recommendation of Board of Directors

The approval of the 2026 Equity Plan requires the affirmative vote of a majority of the votes cast, either in person or by proxy, at the Annual Meeting, provided that a quorum is present. Abstentions and broker non-votes will not be counted as votes cast and will have no effect on the outcome of the vote. Adoption of the 2026 Equity Plan is conditioned upon the approval of the Authorized Share Increase Amendment proposal.

The Board of Directors has unanimously determined that this Proposal is in the best interests of the Company and its shareholders.

THE BOARD OF DIRECTORS HAS APPROVED AND UNANIMOUSLY RECOMMENDS THAT THE SHAREHOLDERS VOTE "FOR" THE PROPOSAL TO APPROVE THE FUTURE FINTECH GROUP INC. 2026 OMNIBUS EQUITY PLAN.

ADDITIONAL MEETING INFORMATION

Deadline for Submission of Shareholder Proposals and Director Nominations for 2027 Annual Meeting of Shareholders

Shareholder proposals should be sent to us at the address set forth in the Notice. To be considered for inclusion in our proxy statement for the 2027 Annual Meeting of Shareholders, the deadline for submission of shareholder proposals, pursuant to Rule 14a-8 of the Exchange Act, is June 23, 2027, which is 120 calendar days before the one-year anniversary of the date this proxy statement was first released to shareholders.

Any proposal with respect to our 2027 Annual Meeting of Shareholders that is submitted other than for inclusion in our proxy statement for the 2027 Annual Meeting of Shareholders and otherwise outside of the requirements of Rule 14a-8 of the Exchange Act will be considered timely if we receive written notice of that proposal on or before September 6, 2027 (the 45th day preceding the one (1) year anniversary of the date on which we first sent this proxy statement for the 2026 Annual Meeting).

However, if the date of our 2027 Annual Meeting is changed by more than 30 days from the date of our 2026 Annual Meeting, then the notice and proposal will be considered untimely if it is not received at least a reasonable number of days prior to the date on which we mail the proxy statement in respect of such meeting.

To comply with the universal proxy rules, shareholders who intend to solicit proxies in support of director nominees other than the Company's nominees must provide notice that sets forth the information required by SEC Rule 14a-19 in accordance with the provisions of SEC Rule 14a-19.

Proxy Solicitation

The cost of soliciting proxies for the Annual Meeting will be borne by the Company. In addition, the Company will reimburse brokerage firms and other persons representing beneficial owners of shares for their expenses in forwarding solicitation material to such beneficial owners. Directors, officers and regular employees of the Company may, for no additional compensation, also solicit proxies personally or by telephone, electronic transmission, telegram or special letter.

Annual Report

We will provide without charge to each person solicited by this Proxy Statement, on the written request of such person, a copy of The Company's Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC, except for portions thereof not deemed filed. Copies of this Proxy Statement and/or the Annual Report, as well as copies of any Quarterly Report may be obtained without charge upon written request to Future FinTech Group Inc., 02B-03A, 23/F, Sino Plaza, 255-257 Gloucester Road, Causeway Bay, Hong Kong, Attn: Corporate Secretary, or on the SEC's internet website at *www.sec.gov*.

OTHER MATTERS

As of the date of this proxy statement, the Board of Directors is not aware of any matters that will be presented for consideration at the Annual Meeting other than as described in this proxy statement. If any other matters properly come before the Annual Meeting or any adjournments or postponements of the meeting and are voted upon, the enclosed proxy will confer discretionary authority on the individuals named as proxy to vote the shares represented by the proxy as to any other matters. The individuals named as proxies intend to vote in accordance with their best judgment as to any other matters.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other documents with the SEC under the Exchange Act. You may read and copy any reports, statements or other information that we file with the Securities and Exchange Commission at the SEC's public reference room at the following location: Station Place, 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may also obtain copies of those documents at prescribed rates by writing to the Public Reference Section of the SEC at that address. Please call the SEC at (800) SEC-0330 for further information on the public reference room. These SEC filings are also available to the public from commercial document retrieval services and at *www.sec.gov*. In addition, shareholders may obtain free copies of certain documents filed with the SEC by Future FinTech through the "SEC Filings" section of our website at *www.ftft.com*.

You may obtain any of the documents we file with the SEC, without charge, by requesting them in writing or by telephone from us at the following address:

Future FinTech Group Inc.
Attn: Corporate Secretary
02B-03A, 23/F, Sino Plaza, 255-257 Gloucester
Road, Causeway Bay, Hong Kong
852-21141970

YOUR VOTE IS IMPORTANT

You are cordially invited to attend the 2026 Annual Meeting. However, to ensure that your shares are represented at the meeting, please submit your proxy or voting instructions. Please see the instructions on the proxy and voting instruction card. Submitting a proxy or voting instructions will not prevent you from attending the 2026 Annual Meeting and voting in person, if you so desire, but will help the Company secure a quorum and reduce the expense of additional proxy solicitation.

By Order of the Board of Directors

/s/ Hu Li
Hu Li
Chief Executive Officer and Director
October 19, 2026

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COVER LETTER TO
DIVISION OF CORPORATIONS

The enclosed Articles of Amendment to Articles of Incorporation and fee(s) are submitted for filing pursuant to Section 607.1006, Florida Statutes.

Please return all correspondence concerning this matter to the following:

Corporation Name: Future FinTech Group Inc.

Document Number: _____

Name: Jeffrey Li

Firm/Company: FisherBroyles, LLP

Address: 1200 G Street NW, Suite 800

City/State/Zip: 20005

E-mail Address: Jeffrey.li@fisherbroyles.com

Daytime Telephone Number: 703-618-2503

FILING FEES:

☐ $35.00 Filing Fee
☐ $43.75 Filing Fee & Certified Copy
☐ $52.50 Filing Fee, Certified Copy & Certificate of Status

Make checks payable to the Florida Department of State.

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

ARTICLES OF AMENDMENT
TO
THIRD AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
FUTURE FINTECH GROUP INC.
(Florida Profit Corporation — Form CR2E011)

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida Profit Corporation adopts the following amendment(s) to its Articles of Incorporation:

SECTION A — NAME:

N/A

SECTION B — PRINCIPAL OFFICE:

N/A

SECTION C — MAILING ADDRESS:

N/A

SECTION D — REGISTERED AGENT:

N/A

OFFICERS/DIRECTORS:

N/A

SECTION E — ADDITIONAL ARTICLES:

I. Section 1. Authorized Stock of Article III Capital Stock of the Third Amended and Restated Articles of Incorporation of the Corporation is hereby amended to read in its entirety as follows:

1. Authorized Stock. The total number of shares of common stock, par value $0.001 per share (the "Common Stock"), which the Company shall have authority to issue is 900,000,000. The total number of shares of preferred stock, par value $0.001 per share (the "Preferred Stock"), which the Company shall have authority to issue is 10,000,000.

II. Section 1. Articles of Incorporation of Article IX. Amendment of Corporate Documents of the Third Amended and Restated Articles of Incorporation of the Corporation is hereby amended to read in its entirety as follows:

1. Articles of Incorporation. Whenever any vote of the holders of voting shares of the capital stock of the Company is required by law to amend, alter, repeal or rescind any provision of these Articles of Incorporation, such alteration, amendment, repeal or rescission of any provision of these Articles of Incorporation must be approved by the Board of Directors and by the affirmative vote of a majority of the votes cast, in person or by proxy, by the holders of the voting shares of capital stock of the Company entitled to vote thereon, voting together as a single class, at a meeting of shareholders at which a quorum is present, except as otherwise required by the Act or by any Preferred Stock Designation. For purposes of this Section 1, abstentions and broker non-votes shall not be counted as votes cast.

Subject to the provisions above, the Company reserves the right at any time, and from time to time, to amend, alter, repeal or rescind any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law, and other provisions authorized by the laws of the State of Florida at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon shareholders, directors or any other persons whomsoever by and pursuant to these Articles of Incorporation in their present form or as hereafter amended are granted subject to the rights reserved in this Article.

SECTION F — EXCHANGE/RECLASSIFICATION:

N/A

Date of adoption of the amendment(s): _____

Effective date (if other than date of filing): _____ (optional)

ADOPTION OF AMENDMENT

The amendment(s) was/were adopted by (check one):

☐ (a) the board of directors or incorporators without shareholder action, as shareholder action was not required for the adoption of the amendment(s).

☒ (b) the shareholders. The number of votes cast for the amendment(s) by the shareholders was sufficient for approval.

☐ (c) the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

The number of votes cast for the amendment was sufficient for approval by:

_____

SIGNATURE BLOCK

Date: _____

Signature: _____

Printed Name: Hu Li

Title: Chief Executive Officer

(An officer or director of the corporation, or any person authorized to sign on behalf of the corporation.)

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FUTURE FINTECH GROUP INC.
2026 OMNIBUS EQUITY PLAN

ARTICLE 1
GENERAL PROVISIONS

1.1. PURPOSE OF THE PLAN.

The Future FinTech Group Inc. 2026 Omnibus Equity Plan has been established by Future FinTech Group Inc. to (a) attract and retain high caliber employees, directors, consultants and advisors; (b) motivate Participants, by means of appropriate incentives, to achieve long-range goals; (c) provide incentive compensation opportunities that are competitive with those of other similarly-situated companies; and (d) further align Participants' interests with those of the Corporation's stockholders through compensation that is based on the Corporation's common stock; and thereby promote the long-term financial interest of the Corporation, including the growth in value of the Corporation's equity and enhancement of long-term stockholder return.

Capitalized terms shall have the meanings assigned to such terms in Section 9 of the Plan.

1.2. TYPES OF AWARDS AVAILABLE UNDER THE PLAN.

The Plan provides for five types of Awards:

Options — *the Option Grant Program* under which Eligible Persons may be granted Incentive Stock Options or Non-Statutory Stock Options to purchase Shares is set forth in Article 2;

Stock Appreciation Rights — *the Stock Appreciation Rights Program* under which Eligible Persons may be granted a right to receive the appreciation in the Fair Market Value of Shares in the form of cash or Stock is set forth in Article 3;

Restricted Stock — *the Restricted Stock Program* under which Eligible Persons may be issued Shares, subject to certain conditions and restrictions, is set forth in Article 4; and

Unrestricted Stock: *the Unrestricted Stock Program* under which Eligible Persons may be issued Shares, is set forth in Article 5; and

Restricted Stock Units — *the Restricted Stock Unit Program* under which Eligible Persons may be granted a right to receive Stock upon the satisfaction of certain conditions and restrictions is set forth in Article 6.

The provisions of Articles 1, 7 (to the extent applicable), 8 and 9 apply to each type of Award made under the Plan and govern the interests of all persons under the Plan.

1.3. ADMINISTRATION OF THE PLAN.

(a) **General Administration.** The Plan shall be administered and interpreted by the Committee (as designated pursuant to Paragraph (b)). Subject to the express provisions of the Plan, the Committee shall have authority to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan, to determine the terms and provisions of the Award Agreements by which Awards shall be evidenced (which shall not be inconsistent with the terms of the Plan), and to make all other determinations necessary or advisable for the administration of the Plan, all of which determinations shall be final, binding and conclusive.

(b) **Appointment of Committee**. The Board shall appoint the Committee from among its nonemployee members to serve at the pleasure of the Board. The Board from time to time may remove members from, or add members to, the Committee and shall fill all vacancies thereon. The Committee at all times shall be composed of two or more nonemployee directors who shall meet all of the following requirements:

(i) Disinterested Administration for Rule 16b-3 Exemption. During the period any director is serving on the Committee, such director shall qualify as a "non-employee director" within the meaning of Rule 16b-3 promulgated under Section 16 of the Securities Exchange Act of 1934, as amended (or any successor provision). The requirements of this subsection are intended to comply with Rule 16b-3 and shall

be interpreted and construed in a manner which assures compliance with said Rule 16b-3. To the extent the said Rule 16b-3 is modified to reduce or increase the restrictions on who may serve on the Committee, the Plan shall be deemed modified in a similar manner;

(ii) Independent Director Rule for Stock Exchange. During the period any director is serving on the Committee, he shall satisfy all requirements to qualify as an independent director for purposes of the rules of the exchange on which the Stock is traded.

(c) **Organization**. The Committee may select one of its members as its chairman and shall hold its meetings at such times and at such places as it shall deem advisable. A majority of the Committee shall constitute a quorum. Actions may be taken by a majority of the Committee at a meeting or by unanimous written consent of all Committee members in lieu of a meeting. The Committee shall keep minutes of its proceedings and shall report the same to the Board at the meeting next succeeding.

(d) **Powers of Committee**. The Committee may make one or more Awards under the Plan to a Participant. The Committee shall decide which Eligible Persons shall receive an Award and when to grant an Award, the type of Award that it shall grant and the number of Shares covered by the Award. The Committee shall also decide the terms, conditions, performance criteria, restrictions and other provisions of the Award. The Committee may grant a single Award or an Award in combination with another Award(s) to a Participant. The Committee may grant an Award as an alternate to or replacement of an existing Award under the Plan or award under any other compensation plan or arrangement of the Corporation or a Related Corporation, including a plan of any entity acquired by the Corporation or a Related Corporation, upon the cancellation of the existing award; provided, that such grant of an alternate or replacement Award may be made only if the alternate or replacement Award does not constitute a repricing of the existing award (as limited by Section 1.5(c) of the Plan). In making Award decisions, the Committee may take into account the nature of services rendered by the individual, the individual's present and potential contribution to the Corporation's success and such other factors as the Committee, in its sole discretion, deems relevant.

The Committee shall interpret the Plan, establish and rescind any rules and regulations relating to the Plan, decide the terms and provisions of any Award Agreements made under the Plan, and determine how to administer the Plan. The Committee also shall decide administrative methods for the exercise of Stock Options. Each Committee decision shall be final, conclusive and binding on all parties.

(e) **Delegation by Committee**. Unless prohibited by applicable law or the applicable rules of a stock exchange, the Committee may allocate all or some of its responsibilities and powers to any one or more of its members. The Committee also may delegate some or all of it administrative duties and powers to any Employee, including officers.

(f) **Information to be Furnished to Committee**. The records of the Corporation and Related Corporations as to an Eligible Person's or Participant's employment, termination of employment, performance of Services, termination of Services, leave of absence, reemployment and compensation shall be conclusive on all persons unless determined to be manifestly incorrect. Participants and other persons entitled to benefits under the Plan must, as a condition to the receipt or settlement of any Award hereunder, furnish the Committee with such evidence, data or information as the Committee reasonably considers desirable to carry out the terms of the Plan.

(g) **Indemnification**. In addition to such other rights of indemnification that they have as members of the Board or the Committee, the Corporation shall indemnify the members of the Committee (and any designees of the Committee, as permitted under Paragraph (e)), to the extent permitted by applicable law, against reasonable expenses (including, without limitation, attorney's fees) actually and necessarily incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan or any Award awarded hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved to the extent required by and in the manner provided by the articles of incorporation or the bylaws of the Corporation relating to indemnification of the members of the Board) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to such matters as to which it is adjudged in such action, suit or proceeding that such Committee member or members (or their designees) did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporation.

1.4. ELIGIBILITY.

The persons eligible to participate in this Plan ("Eligible Persons") are as follows:

(a) Employees. Employees (including Employees who are members of the Board and Employees who reside in countries other than the United States), provided that awards of Incentive Stock Options shall only be made to Employees.

(b) Outside Directors. Non-Employee members of the Board or the board of directors of any Related Corporation.

(c) Consultants. Other consultants and independent advisors who provide bona-fide services to the Corporation (or any Related Corporation).

(d) New Hires. Persons who have been offered employment by the Corporation or a Related Corporation, provided that such a prospective Employee may not be granted an Incentive Stock Option until he or she becomes an Employee and may not receive any payment or exercise any right relating to an Award until such person begins employment with the Corporation or the Related Corporation.

1.5 STOCK SUBJECT TO THE PLAN.

(a) Shares Available for Issuance.

(i) Reserve. The Stock issuable under the Plan shall be Shares of authorized but unissued or reacquired Stock, including Shares repurchased by the Corporation as treasury shares. The maximum number of Shares available for issuance under the Plan shall be 1,500,000 Shares.

(ii) Share Use. Any Shares granted under the Plan that are forfeited because of the failure to meet an Award contingency or condition shall again be available for issuance pursuant to new Awards granted under the Plan. To the extent any Shares covered by an Award are not delivered to a Participant or beneficiary because the Award is forfeited or canceled, such Shares shall not be deemed to have been delivered for purposes of determining the maximum number of Shares available for delivery under the Plan. However, should the Exercise Price of an Option under the Plan be paid with Shares or should Shares otherwise issuable under the Plan be withheld by the Corporation in satisfaction of the withholding taxes incurred in connection with the exercise or vesting of an Award under the Plan, then such number of Shares shall be treated for purposes of this Paragraph as having been issued to the holder and shall not be available for subsequent issuance under the Plan. Notwithstanding the above, Shares repurchased by the Company using stock option exercise proceeds and the total number of Shares underlying a SAR granted and exercised under the Plan whether or not a SAR is settled cash or Shares, or a combination thereof, shall not be available for subsequent issuance under the Plan.

(iii) Individual Participant Limitations**.** The maximum aggregate cash amount payable under the Plan for any Awards intended to constitute performance-based compensation to any Participant in any single calendar year shall not exceed $1,000,000. Subject to adjustment as provided in Paragraph (b) below, the maximum aggregate number of Shares (including Options, SARs, Restricted Stock, and RSUs) that may be granted to any Participant in any calendar year shall be 1,000,000 Shares.

(b) Adjustment to Shares and Awards.

(i) Recapitalization. If the Corporation is involved in a corporate transaction or any other event which affects the Shares (including, without limitation, any recapitalization, reclassification, reverse or forward stock split, stock dividend, extraordinary cash dividend, split-up, spin-off, combination or exchange of shares), then the Committee shall adjust Awards to preserve the benefits or potential benefits of the Awards as follows:

(1) The Committee shall take action to adjust the number and kind of Shares that are issuable under the Plan and the maximum limits for each type of grant;

(2) The Committee shall take action to adjust the number and kind of Shares subject to outstanding Awards;

(3) The Committee shall take action to adjust the Exercise Price or base price of outstanding Options and Stock Appreciation Rights; and

(4) The Committee shall make any other equitable adjustments.

Only whole Shares shall be issued in making the above adjustments. Further, the number of Shares available under the Plan or the number of Shares subject to any outstanding Awards shall be the next lower number of Shares, so that fractions are rounded downward. Any adjustment to or assumption of ISOs under this Section shall be made in accordance with Code §424. If the Corporation issues any rights to subscribe for additional Shares pro rata to holders of outstanding Shares of the class or classes of stock then set aside for the Plan, then each Participant shall be entitled to the same rights on the same basis as holders of outstanding Shares with respect to such portion of the Participant's Award as is exercised on or prior to the record date for determining stockholders entitled to receive or exercise such rights.

(ii) Reorganization. If the Corporation is part of any reorganization involving merger, consolidation, acquisition of the Common Stock or acquisition of the assets of the Corporation, the Committee, in its discretion, may decide that:

(1) any or all outstanding Awards shall pertain to and apply, with appropriate adjustment as determined by the Committee, to the securities of the resulting corporation to which a holder of the number of Shares subject to each such Award would have been entitled;

(2) any or all outstanding Options or SARs shall become immediately fully exercisable (to the extent permitted under federal or state securities laws) and shall remain exercisable for the remaining term of the Options or SARs under the terms of the Plan;

(3) any or all Options or SARs shall become immediately fully exercisable (to the extent permitted under federal or state securities laws) and shall be terminated after giving at least 30 days' notice to the Participants to whom such Options or SARs have been granted; and/or

(4) any or all unvested Restricted Stock Units AND Restricted Stock on which restrictions have not yet lapsed shall become immediately fully vested, nonforfeitable and payable.

(iii) Limits on Adjustments. Any issuance by the Corporation of stock of any class other than the Stock, or securities convertible into shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to any Award, except as specifically provided otherwise in this Plan. The grant of Awards under the Plan shall not affect in any way the right or authority of the Corporation to make adjustments, reclassifications, reorganizations or changes of its capital or business structure or to merge, consolidate or dissolve, or to liquidate, sell or transfer all or any part of its business or assets. All adjustments the Committee makes under this Plan shall be conclusive.

(c) No Repricings. Except in connection with a corporate transaction involving the Corporation (including, without limitation, any stock dividend, stock split, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, or exchange of Shares), the terms of outstanding Awards may not be amended to reduce the Exercise Price of outstanding Options or the base price of SARs or to cancel outstanding Options or SARs in exchange for cash, other awards or Options or SARs with an Exercise Price or base price that is less than the Exercise Price of the original Options or base price of the original SARs without stockholder approval.

ARTICLE 2
OPTION GRANT PROGRAM

2.1 TERMS.

The grant of an Option entitles the Participant to purchase the number of Shares designated in the Award Agreement for such Option at an Exercise Price established by the Committee. Options may be either Incentive Stock Options or Non-Statutory Stock Options, as determined in the discretion of the Committee. Each Option shall be evidenced by and conditional on an Award Agreement in the form approved by the Committee, which Award Agreement shall specify whether the Option is an ISO or NSO. No ISO may be granted to any person more than ten (10) years after the Effective Date of the Plan. Award Agreements need not be identical, but shall include (through incorporation of provisions hereof, by reference in the Award Agreements, or otherwise) the terms specified below and be subject to the provisions of the Plan applicable to such Options.

To the extent that the aggregate Fair Market Value of the Shares (determined as of the respective date or dates of grant), subject to ISOs granted to any Participant under the Plan and any other option plan of the Corporation or any Related Corporation that first become exercisable in any calendar year, including any ISOs which become exercisable on an accelerated basis during such year, exceeds the sum of One Hundred Thousand Dollars ($100,000), such excess Options shall be treated as NSOs.

2.2 VESTING.

Each Option shall vest and become exercisable at such time or times, during such period, and for such number of Shares as shall be determined by the Committee and set forth in the Award Agreement evidencing the Option; provided that no Option may be exercisable after the expiration of ten (10) years (or, in the case of an ISO granted to a 10% Stockholder, five (5) years) from the date of grant. Vesting may be conditioned on the continued performance of Services or the achievement of performance conditions measured on an individual, corporate or other basis, or any combination thereof.

2.3 EXERCISE PRICE.

The Exercise Price shall be fixed by the Committee, provided that the Exercise Price for any Option shall never be less than one hundred percent (100%) (or, in the case of a 10% Stockholder receiving an ISO, 110%) of the Fair Market Value per share of Stock on the Option grant date.

2.4 METHOD OF EXERCISE.

The Participant may exercise the Option by delivering a written notice of exercise to the Corporation, in the form and manner designated by the Committee. The notice shall be effective only if accompanied by payment of the Exercise Price in full. The Committee shall have the discretion to provide that the Exercise Price may be payable, to the extent permitted by applicable law, in one or more of the forms specified below:

(a) **Cash/Check.** Cash or check made payable to the Corporation;

(b) **Shares Owned.** By delivery to the Corporation of Shares owned by the Participant (by either actual delivery of Shares or by attestation, with such Shares valued at Fair Market Value as of the day of exercise) with such documentation as the Committee may require or in such other manner as the Committee may require;

(c) **Share Withholding.** By withholding Shares that would otherwise be acquired on exercise having an aggregate Fair Market Value at the time of exercise equal to the Exercise Price;

(d) **Cashless Exercise.** By cashless exercise through delivery of irrevocable instructions to a broker to promptly deliver to the Corporation the amount of proceeds from a sale of Shares having a Fair Market Value equal to the Exercise Price; and/or

(e) **Other Forms.** In any other form of legal consideration that may be acceptable to the Committee, so long as it does not result in the deferral of recognition of income or a "deferral of compensation" within the meaning of Code §409A.

2.5 SETTLEMENT OF AWARD.

The Corporation shall deliver Shares as soon as practicable after the Corporation's receipt of the Participant's properly completed notice of exercise and payment in full of the Exercise Price as described in Section 2.4. Such Shares shall be subject to such conditions as the Committee may establish, except that such conditions may not cause the deferral of recognition of income.

2.6 CANCELLATION AND REGRANT OF OPTIONS.

The Committee shall have the authority to effect, at any time and from time to time, with the consent of the affected Participant, the cancellation of any or all outstanding Options under the Option Grant Program and to grant in substitution new Options covering the same or different number of Shares which might have an Exercise Price per Share no less than the Fair Market Value per Share on the new grant date. The cancellation and grant need not be simultaneous. Notwithstanding the foregoing, no action under this Section 2.6 shall be taken that would constitute a repricing of an Option without stockholder approval as required by Section 1.5(c) of the Plan.

ARTICLE 3
STOCK APPRECIATION RIGHTS PROGRAM

3.1 TERMS.

A Stock Appreciation Right ("SAR") entitles the Participant to receive, with respect to each Share subject to the SAR, the appreciation in the Fair Market Value over a base price established by the Committee (as determined below), payable in cash or Stock, or a combination of both, as determined by the Committee at the time of payment. Each SAR shall be evidenced by an Award Agreement in the form approved by the Committee. Award Agreements evidencing SARs need not be identical, but shall include (through incorporation of provisions hereof, by reference in the Award Agreements, or otherwise) the terms specified below and be subject to the provisions of the Plan applicable to such SARs.

3.2 VESTING.

The SAR shall cover a specified number of Shares and shall vest and become exercisable upon such terms and conditions as the Committee shall establish; provided that no SAR may be exercisable more than ten (10) years after the date of grant. Vesting may be conditioned on the continued performance of Services or the achievement of performance conditions measured on an individual, corporate or other basis, or any combination thereof.

3.3 VALUE.

The base price in effect for Shares covered by a SAR shall be determined by the Committee at the time of grant. In no event, however, may the base price per Share be less than the Fair Market Value per Share on the grant date. The Participant will receive upon exercise of the SAR an amount equal to the excess of the Fair Market Value of a Share on the surrender date over the base price of a Share (the "Spread") multiplied by the number of Shares covered by the SAR Award. Notwithstanding the foregoing, the Committee, in its sole discretion, may provide at the time it grants a SAR that the Spread covered by such SAR may not exceed a specified amount.

3.4 METHOD OF EXERCISE.

The Participant may exercise the SAR by delivering a written notice of exercise to the Corporation, in the form and manner designated by the Committee.

3.5 SETTLEMENT OF AWARD.

To the extent the Committee determines that the Participant will receive cash upon exercise of a SAR, the Corporation shall deliver the cash amount which becomes due upon exercise of a SAR as soon as administratively practicable after the Corporation's receipt of the Participant's properly completed notice of exercise. To the extent the Committee determines that Shares will be delivered to the Participant upon exercise of a SAR, the Shares shall be subject to such conditions, restrictions and contingencies as the Committee may establish, except that such conditions may not cause the deferral of recognition of income.

ARTICLE 4
RESTRICTED STOCK PROGRAM

4.1 TERMS.

A Restricted Stock Award is a grant of Shares subject to conditions and restrictions as determined by the Committee. Each Restricted Stock Award shall be evidenced by an Award Agreement in the form approved by the Committee. Award Agreements evidencing Restricted Stock Awards need not be identical, but shall include (through incorporation of provisions hereof, by reference in the Award Agreements, or otherwise) the terms specified below and be subject to the provisions of the Plan applicable to such Restricted Stock Awards.

4.2 LAPSE OF RESTRICTIONS.

Each Restricted Stock Award shall be, for the applicable Period of Restriction determined by the Committee, subject to such conditions, restrictions and contingencies as the Committee shall determine. Lapse of restrictions may be conditioned on the continued performance of Services or the achievement of performance conditions measured on an individual, corporate or other basis, or any combination thereof.

4.3 SHARE ESCROW/LEGENDS.

(a) Legend. Unless the certificate representing shares of the Restricted Stock are deposited with a custodian (as described in subparagraph (b) below), each certificate shall bear the following legend (in addition to any other legend required by law):

> *"The transferability of this certificate and the shares represented hereby are subject to the restrictions, terms and conditions (including forfeiture and restrictions against transfer) contained in the Future FinTech Group Inc. 2026 Omnibus Equity Plan and a Restricted Stock Agreement dated _____, ____, between _____ and Future FinTech Group Inc. The Plan and the Restricted Stock Agreement are on file in the office of the Corporate Secretary of Future FinTech Group Inc."*

Such legend shall be removed or canceled from any certificate evidencing shares of Restricted Stock as of the date that such Shares become nonforfeitable.

(b) Deposit with Custodian. As an alternative to delivering a stock certificate to the Participant, the Committee may deposit or transfer such Shares electronically to a custodian designated by the Committee. The Committee shall cause the custodian to issue a receipt for the Shares to the Participant for any Restricted Stock so deposited. The custodian shall hold the Shares and deliver the same to the Participant in whose name the Restricted Stock evidenced thereby are registered only after such Shares become nonforfeitable.

ARTICLE 5
UNRESTRICTED STOCK PROGRAM

The Committee may, in its sole discretion, award Unrestricted Stock to any Participant as a stock bonus or otherwise pursuant to which such Participant may receive shares of Stock free of restrictions or limitations that would otherwise be applied under Section 4 of this Plan.

Notwithstanding any provision of this Plan to the contrary, the aggregate grant date fair value (computed as of the date of grant in accordance with applicable financial accounting rules) of all Awards granted to any non-Employee member of the Board during any single calendar year, taken together with any cash fees paid to such director during such calendar year for service on the Board, shall not exceed $750,000.

ARTICLE 6
RESTRICTED STOCK UNIT (RSU) PROGRAM

6.1 TERMS.

A Restricted Stock Unit Award entitles the Participant to receive Shares upon the vesting of the Award. Each Restricted Stock Unit Award shall be evidenced by an Award Agreement in the form approved by the Committee. Subject to the terms of the Plan, Restricted Stock Units may be granted to Participants in such amounts and upon such terms and at any time and from time to time, as shall be determined by the Committee. Award Agreements evidencing Restricted Stock Unit Awards need not be identical, but shall include (through incorporation of provisions hereof, by reference in the Award Agreements, or otherwise) the terms specified below and be subject to the provisions of the Plan applicable to Restricted Stock Unit Awards.

6.2 VESTING.

Each Restricted Stock Unit shall be subject to such vesting conditions, restrictions and contingencies as the Committee shall determine and set forth in the Award Agreement evidencing the RSU. Vesting may be conditioned on the continued performance of Services or the achievement of performance conditions measured on an individual, corporate or other basis, or any combination thereof.

6.3 SETTLEMENT OF AWARD.

As soon as practicable following the date each Restricted Stock Unit vests, the Corporation shall deliver to the Participant the Share underlying such Restricted Stock Unit, subject to such conditions, restrictions and contingencies as the Committee may establish.

ARTICLE 7
PERFORMANCE-BASED COMPENSATION

7.1 AWARDS OF PERFORMANCE-BASED COMPENSATION.

At its discretion, the Committee may make Awards to Participants that are subject to the attainment of performance goals. In such event, the number of Shares becoming exercisable or transferable or amounts payable with respect to grants of Options, Stock Appreciation Rights, and/or awards of Restricted Stock, Unrestricted Stock or Restricted Stock Units may be determined based on the attainment of written performance goals based on the performance measures set forth in Section 7.2 and which have been approved by the Committee for a specified performance period. The performance goals shall state, in terms of an objective formula or standard, the method of computing the amount of compensation payable to the Participant if the goal is attained. Performance goals will be based on the attainment of one or more objectives based on performance measures. The performance goals may be calculated without regard to extraordinary items.

7.2 PERFORMANCE MEASURES.

Performance measures may include the following: (i) earnings before all or any taxes ("EBT"); (ii) earnings before all or any of interest expense, taxes, depreciation and amortization ("EBITDA"); (iii) earnings before all or any of interest expense, taxes, depreciation, amortization and rent ("EBITDAR"); (iv) earnings before all or any of interest expense and taxes ("EBIT"); (v) net earnings; (vi) net income; (vii) operating income or margin; (viii) earnings per share; (ix) growth; (x) return on stockholders' equity; (xi) capital expenditures; (xii) expenses and expense ratio management; (xiii) return on investment; (xiv) improvements in capital structure; (xv) profitability of an identifiable business unit or product; (xvi) profit margins; (xvii) stock price; (xviii) market share; (xvix) revenues; (xx) costs; (xxi) cash flow; (xxii) working capital; (xxiii) return on assets; (xxiv) economic value added; (xxv) industry indices; (xxvi) peer group performance; (xxvii) regulatory ratings; (xxviii) asset quality; (xxix) gross or net profit; (xxx) net sales; (xxxi) total stockholder return; (xxxii) sales (net or gross) measured by product line, territory, customers or other category; (xxxiii) earnings from continuing operations; (xxxiv) net worth; (xxxv) levels of expense, receivables, cost or liability by category, operating unit or any other delineation, or any other measures approved by the Committee. Performance Measures may relate to the Corporation and/or one or more of its affiliates, one or more of its divisions or units or any combination of the foregoing, on a consolidated or nonconsolidated basis, and may be applied on an absolute basis or be relative to one or more peer group companies or indices, or any combination thereof, all as the Committee determines. In addition, the performance measures may be calculated without regard to extraordinary items.

7.3 PERFORMANCE-BASED COMPENSATION COMMITTEE AND CERTIFICATION.

Awards subject to performance goals shall be granted by the Committee (or a subcommittee thereof). Any payment of compensation with respect to an Award that is subject to performance goals will be subject to the written certification of the Committee that the performance measures were satisfied prior to the payment of the performance-based compensation. This written certification may include the approved minutes of the Committee meeting in which the certification is made.

ARTICLE 8
RULES APPLICABLE TO ALL AWARDS

8.1 TERMINATION OF SERVICE.

Unless otherwise determined by the Committee and included in the Participant's Award Agreement, in the event that a Participant's Service with the Corporation and all Related Corporations is terminated for any reason, all Awards held by the Participant which are unexercised or have not yet vested as of such date shall expire, terminate, and become unexercisable as of such termination date, provided, however, that if the Participant's Service terminates for reasons other than Cause, all outstanding vested Options and SARs held by the Participant as of his or her termination date shall continue to be exercisable until the earlier of the expiration of their term or the date that is three months after such termination date.

8.2 ACCELERATION OF VESTING.

The Committee shall have complete discretion, subject to the terms of the Plan, exercisable either at the time an Award is granted or at any time while the Award remains outstanding, to accelerate the vesting of or lapse of restrictions on any Award.

8.3 EXTENSION OF EXERCISE PERIOD.

The Committee shall have complete discretion, subject to the terms of the Plan, exercisable either at the time an Award is granted or at any time while the Award remains outstanding, to extend the period of time for which the Option or SAR is to remain exercisable following the Participant's termination of Service from the limited exercise period otherwise in effect for that Option or SAR to such greater period of time as the Committee shall deem appropriate, but in no event beyond the expiration of the Option or SAR term, and/or to permit the Option or SAR to be exercised, during the applicable post-termination exercise period, not only with respect to the number of vested Shares for which such Option or SAR is exercisable at the time of the Participant's termination of Service but also with respect to one or more additional installments in which the Participant would have vested had the Participant continued in Service. Such an extension may result in recharacterization of an ISO as a Non-Statutory Stock Option.

8.4 TRANSFERABILITY.

All rights with respect to an Award granted to a Participant under the Plan shall be available during his or her lifetime only to such Participant, except as designated by the Participant by will or by the laws of descent and distribution; provided, however, that the Committee shall have the discretion to provide that an Award other than an ISO may, in connection with the Participant's estate plan, be assigned in whole or in part during the Participant's lifetime to a trust established exclusively for one or more members of the Participant's immediate family. The terms applicable to the assigned portion shall be the same as those in effect for the Award immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Committee may deem appropriate. Any assignment shall not affect the Participant's obligations to satisfy applicable tax withholding as described herein. The Participant may also designate in writing one or more persons as the beneficiary or beneficiaries of his or her outstanding Awards, and those Awards shall, except to the extent that any lifetime transfer as provided herein, automatically be transferred to such beneficiary or beneficiaries upon the Participant's death while holding those Awards. Each such designation shall revoke all prior designations by the same Participant, shall be in a form prescribed by the Corporation, and will be effective only when filed by the Participant in writing with the Corporation during the Participant's lifetime. In the absence of any such designation, benefits under an Award remaining unpaid at the Participant's death shall be paid to the Participant's estate. A beneficiary or beneficiaries shall take the transferred Awards subject to all the terms and conditions of the applicable Award Agreement, including (without limitation) the limited time period during which any Award may be exercised following the Participant's death.

8.5 STOCKHOLDER RIGHTS.

Except as otherwise provided by the Committee in the Award Agreement, the Participant (or his or her beneficiaries) holding an Award shall have no stockholder rights with respect to the Shares subject to the Award until he or she has received and become a holder of record of the Shares underlying the Award or, in the case of Restricted Stock, all restrictions have lapsed.

8.6 TAX WITHHOLDING.

(a) Conditions on Delivery of Stock. The Corporation's obligation to deliver Shares under the Plan shall, to the extent required by Federal, state, local or foreign law, be subject to the satisfaction of all applicable Federal, state, local and foreign income and employment tax withholding requirements (or, in the case of Restricted Stock, the making of arrangements satisfactory to the Corporation regarding such payment). Whenever under the Plan payments are to be made in cash, such payments may be net of an amount sufficient to satisfy such withholding requirements.

(b) Tender of Shares. The Committee may, in its discretion, provide any or all Participants granted Non-Statutory Stock Options, SARs, Restricted Stock, Unrestricted Stock, or RSUs settled in Stock under the Plan with the right to use Shares in satisfaction of all or part of the applicable withholding taxes to which such Participants may

become subject in connection with the exercise of their Options or SARs, the vesting of their Restricted Stock, or the settlement of their Restricted Stock Units or other Awards in Stock. Such right may be provided to any such Participant in either or both of the following formats:

(i) The election to have the Corporation withhold, from the Shares otherwise issuable upon the exercise of the NSO or SAR, the vesting of the Restricted Stock, or the settlement of Restricted Stock Units or other Awards in Stock, a portion of those Shares with an aggregate Fair Market Value equal to the percentage of the applicable withholding taxes (not to exceed the maximum individual statutory tax rate in the applicable jurisdiction) designated by the Participant.

(ii) The election to deliver to the Corporation, at the time the NSO or SAR is exercised, the Restricted Stock vests, or the Restricted Stock Units or other Awards are settled in Stock, one or more Shares previously acquired by such Participant (other than in connection with the Option or SAR exercise, Restricted Stock vesting or Restricted Stock Units or other Awards in Stock settlement triggering the withholding taxes) with an aggregate Fair Market Value equal to the percentage of the withholding taxes (not to exceed the maximum individual statutory tax rate in the applicable jurisdiction) designated by the Participant.

8.7 CLAWBACK OF AWARDS.

Awards under this Plan and any compensation associated therewith shall be subject to any clawback or recoupment policy adopted by the Corporation as in effect from time to time, including any policy adopted to comply with Nasdaq Listing Rule 5608 and Rule 10D-1 under the Securities Exchange Act of 1934, as amended, or any other applicable law. No recovery of compensation under such policy shall be an event giving rise to a right to voluntary termination for "good reason" or "constructive termination" (or similar term) under any plan or agreement with the Corporation.

ARTICLE 9
DEFINITIONS

The following definitions shall be in effect under the Plan:

9.1 Award Agreement shall mean a written document setting forth the terms and provisions applicable to an Award granted to a Participant under the Plan, and is a condition to the grant of an Award hereunder.

9.2 Awards shall mean any award or benefit granted to any Participant under the Plan, including, without limitation, the grant of Options, SARs, Restricted Stock, Unrestricted Stock and Restricted Stock Units.

9.3 Board shall mean the Corporation's Board of Directors**.**

9.4 Cause shall mean the commission of any act of fraud, embezzlement or dishonesty by the Participant, any act or omission by such person constituting a breach or default under any written or oral agreement between such person and the Corporation (or any Related Corporation), any unauthorized use or disclosure by such person of confidential information or trade secrets of the Corporation (or any Related Corporation), or any other intentional act by such person adversely affecting the business or affairs of the Corporation (or any Related Corporation) in a material manner. The foregoing definition shall not be deemed to be inclusive of all the acts or omissions which the Corporation (or any Related Corporation) may consider as grounds for the dismissal or discharge of any Participant or other person in the Service of the Corporation (or any Related Corporation).

9.5 Change of Control shall mean the first of the following events to occur:

(a) The acquisition by any one person or more than one person acting as a group (within the meaning of Treasury Regulation §1.409A-3(i)(5)(v)(B)), other than the Corporation, any Related Corporation, or any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any Related Corporation, (a "Person") of any of stock of the Corporation that, together with stock held by such Person, constitutes more than 50% of the total fair market value or total voting power of the stock of the Corporation. For purposes of this Paragraph (a), the following acquisitions shall not constitute a Change of Control: (i) the acquisition of additional stock by a Person who is considered to own more than 50% of the total fair market value or total voting power of the stock of the Corporation, (ii) any acquisition in which the Corporation does not remain

outstanding thereafter and (iii) any acquisition pursuant to a transaction which complies with Paragraph (c) below. An increase in the percentage of stock owned by any one Person as a result of a transaction in which the Corporation acquires its stock in exchange for property will be treated as an acquisition of stock for purposes of this Paragraph;

(b) The replacement of individuals who, as of the date hereof, constitute a majority of the Board, during any twelve (12) month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of the appointment or election, provided that, if the Corporation is not the relevant corporation for which no other corporation is a majority stockholder for purposes of Treasury Regulation §1.409A-3(i)(5)(iv)(A)(2), this Paragraph (b) shall be applied instead with respect to the members of the board of the directors of such relevant corporation for which no other corporation is a majority stockholder;

(c) The acquisition by any one person or more than one person acting as a group (within the meaning of Treasury Regulation §1.409A-3(i)(5)(vi)(D)), other than the Corporation, a Related Corporation or any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any Related Corporation, during the 12-month period ending on the date of the most recent acquisition by such by such person or persons, of ownership of stock of the Corporation possessing 30% or more of the total voting power of the stock of the Corporation. For purposes of this Paragraph (c), the following acquisitions shall not constitute a Change of Control: (i) the acquisition of additional control by a person or more than one person acting as a group who are considered to effectively control the Corporation within the meaning of Treasury Regulation §1.409A-3(i)(5)(vi) and (ii) any acquisition pursuant to a transaction which complies with Paragraph (a); or

(d) The acquisition by any individual person or more than one person acting as a group (within the meaning of Treasury Regulation §1.409A-3(i)(5)(vii)(C)), other than a transfer to a related person within the meaning of Treasury Regulation §1.409A-3(i)(5)(vii)(B), during the 12-month period ending on the date of the most recent acquisition by such person or persons, of assets from the Corporation that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all of the assets of the Corporation immediately prior to such acquisition(s). For purposes of this Paragraph (d), "gross fair market value" means the value of the assets of the Corporation, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

The above definition of "Change of Control" shall be interpreted by the Board, in good faith, to apply in a similar manner to transactions involving partnerships and partnership interests, and to comply with Code §409A and official guidance issued thereunder from time to time.

9.6 Code shall mean the Internal Revenue Code of 1986, as amended.

9.7 Committee shall mean the particular entity, whether the Committee or the Board, which is authorized to administer the Plan, to the extent such entity is carrying out its administrative functions under the Plan.

9.8 Corporation shall mean Future FinTech Group Inc., a Florida corporation, and any corporate successor to all or substantially all of the assets or voting stock of Future FinTech Group Inc. which shall by appropriate action adopt the Plan.

9.9 Disability shall mean, unless otherwise provided in the Award Agreement or in an employment, change of control or similar agreement in effect between the Participant and the Corporation or Related Corporation, the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; or, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering employees of the Corporation or a Related Corporation.

9.10 Effective Date shall mean the date the Plan receives Stockholders Approval.

9.11 Eligible Persons shall mean persons eligible to participate in the Plan, as described in Section 1.4.

9.12 Employee shall mean an employee of the Corporation (or any Related Corporation).

9.13 Exercise Price shall mean the per Share exercise price of an Option as determined under Article 2 of the Plan.

9.14 Fair Market Value per Share on the relevant date shall mean, if the Shares are duly listed on a national securities exchange or on The Nasdaq Stock Market, the closing price of the Stock on the relevant date, or, if there are no sales on such date, on the next preceding day on which there were sales, or if the Shares are not so listed, the fair market value of the Shares for the relevant date, as determined by the Committee in good faith and in compliance with Code §409A.

9.15 Incentive Stock Option or ISO shall mean an Option that is intended to qualify as, and that satisfies the requires applicable to, an "incentive stock option" described in Code § 422(b).

9.16 Non-Statutory Stock Option or NSO shall mean an Option that is not intended to be, or does not qualify as, an Incentive Stock Option.

9.17 Option shall mean a right to acquire Stock of the Corporation pursuant to a Non-Statutory Stock Option or Incentive Stock Option granted under Article 2 of the Plan.

9.18 Participant shall mean any Eligible Person who receives an Award under the Plan, and includes those former Eligible Persons who have certain post-termination rights under the terms of an Award granted under the Plan.

9.19 Reserved.

9.20 Period of Restriction shall mean the period(s) during which the transfer of an Award or the Shares subject to an Award is limited in some way (based on the passage of time, the achievement of performance goals, or upon the occurrence of other events as determined by the Committee, at its discretion) or the Shares are subject to a substantial risk of forfeiture, pursuant to the terms of this Plan or the applicable Award Agreement.

9.21 Plan shall mean the Future FinTech Group Inc. 2026 Omnibus Equity Plan, as set forth in this document.

9.22 Related Corporation shall mean any affiliate of the Corporation; provided, however, that with respect to any ISO and for purposes of the definition of 10% Stockholder, "Related Corporation" shall mean any Corporation during any period in which it is a "parent corporation" (as that term is defined in Code §424(e)) with respect to the Corporation or a "subsidiary corporation" (as that term is defined in Code §424(f)) with respect to the Corporation.

9.23 Restricted Stock shall mean a grant of Shares granted under Article 4 of the Plan that is subject to such conditions, restrictions and contingencies as the Committee determines and sets forth in the applicable Award Agreement.

9**.24 Restricted Stock Unit or RSUs** shall mean a right to receive Shares upon satisfaction of certain vesting requirements pursuant to Article 6 of the Plan.

9**.25 Service** shall mean the performance of services for the Corporation (or any Related Corporation) by a person in the capacity of an Employee, a non-Employee member of the board of directors, or a consultant or independent advisor, except to the extent otherwise specifically provided in the Award Agreement.

9.26 Shares or Stock shall mean Shares of common stock of the Corporation, par value $0.001 per share.

9.27 Stock Appreciation Rights or SARs shall mean a right to receive the appreciation in the Fair Market Value of Shares, as granted under Article 3 of the Plan.

9.28 10% Stockholder shall mean the owner of stock (as determined under Code §424(d)) possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Corporation (or any Related Corporation).

ARTICLE 10
MISCELLANEOUS

10.1 EFFECTIVE DATE AND TERM OF PLAN.

(a) Effective Date. The Plan shall become effective immediately upon the approval of the increase of authorized shares of common stock of the Company and the approval of this Plan by the stockholders of the Corporation at the 2026 annual meeting of stockholders of the Corporation held following the adoption by the Board, or any special meeting of the stockholders duly called (the "Stockholders Approval"). No Shares, Options, SARs, RSUs or other awards may be granted under this Plan until the Stockholders Approval.

(b) Termination Date. The Plan shall terminate upon the earliest to occur of (i) the tenth (10^{th}) anniversary of the Plan's effective date, or (ii) the date on which all Shares available for issuance under the Plan shall have been issued as fully-vested Shares. Should the Plan terminate on the tenth (10^{th}) anniversary of the Effective Date, then all Awards outstanding at that time shall continue to have force and effect in accordance with the provisions of the applicable Award Agreements.

10.2 AMENDMENT OF PLAN.

(a) **Amendment and Termination By the Board.** Subject to Paragraph (b) below, the Board shall have the power at any time to add to, amend, modify or repeal any of the provisions of the Plan, to suspend the operation of the entire Plan or any of its provisions for any period or to terminate the Plan in whole or in part. In the event of any such action, the Committee shall prepare written procedures which, when approved by the Board, shall govern the administration of the Plan resulting from such addition, amendment, modification, repeal, suspension or termination. The Committee may amend any Award Agreement that it previously has authorized under the Plan and the applicable Participant; provided, however, that no Award Agreement may be amended to reprice or constructively reprice any Award.

(b) **Restrictions on Amendment and Termination**. Notwithstanding the provisions of Paragraph (a) above, the following restrictions shall apply to the Board's authority under Paragraph (a) above:

(i) Prohibition Against Adverse Effects on Outstanding Awards. No addition, amendment, modification, repeal, suspension or termination shall adversely affect, in any way, the rights of the Participants who have outstanding Awards without the consent of such Participants;

(ii) Stockholder Approval Required for Certain Modifications. No modification or amendment of the Plan may be made without the prior approval of the stockholders of the Company if (i) such modification or amendment would cause the applicable portions of the Plan to fail to qualify as an ISO plan pursuant to Code §422, (ii) such modification or amendment would materially increase the benefits accruing to participants under the Plan, (iii) such modification or amendment would materially increase the number of securities which may be issued under the Plan, or (iv) such modification or amendment would materially modify the requirements as to eligibility for participation in the Plan. Clauses (ii), (iii) and (iv) of the preceding sentence shall be interpreted in accordance with the provisions of paragraph (b)(2) of Rule 16b-3 of the 1934 Act. Stockholder approval shall be made by a majority of the votes cast at a duly held meeting at which a quorum representing a majority of all outstanding voting stock is, either in person or by proxy, present and voting, or by the written consent in lieu of a meeting of the holders of a majority of the outstanding voting stock or such greater number of shares of voting stock as may be required by the Company's articles or certificate of incorporation and bylaws and by applicable law; provided, however, that for modifications described in clauses (ii), (iii) and (iv) above, such stockholder approval, whether by vote or by written consent in lieu of a meeting, must be solicited substantially in accordance with the rules and regulations in effect under Section 14(a) of the 1934 Act as required by paragraph (b)(2) of Rule 16b-3 of the 1934 Act.

10.3 CONTINUING SECURITIES LAW COMPLIANCE; LEGENDS.

The granting of Awards and the issuance of Shares under the Plan shall be subject to all applicable laws, and to such approvals by any governmental agencies or national securities exchanges as may be required. If at any time on or after the Effective Date, the Committee, in its discretion, shall determine that the requirements of any applicable federal or state securities laws should fail to be met, no Shares issuable under Awards and no Options or SARs shall be exercisable until the Committee has determined that these requirements have again been met. The Committee may suspend the right to exercise an Options or SAR at any time when it determines that allowing the exercise and issuance of Shares would violate any federal or state securities or other laws, and may provide that any time periods to exercise the Option or SAR are extended during a period of suspension. With respect to "Insiders," transactions under this Plan are intended to comply with all applicable conditions of Rule 16b-3 under the Securities Exchange Act of 1934. To the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee. Each Award Agreement and each certificate representing securities granted pursuant to the Plan (including securities issuable pursuant to the terms of derivative securities) may bear such restrictive legend(s) as the Corporation deems necessary or advisable under applicable law, including Federal and state securities laws. If any Award is made to a Participant who is subject to the Corporation's

policy regarding trading of its Stock by its officers and directors and Shares are scheduled to be delivered under the Plan to the Participant on a day (the "original distribution date") that does not occur during a "window period" applicable to the Participant, as determined by the Corporation in accordance with such policy, then the Corporation can choose not to deliver such Shares on such original distribution date and instead to deliver such Shares on the first day of the next "window period" applicable to the Participant pursuant to such policy, but in no event later than the March 15 following the close of the calendar year in which such Shares were no longer subject to a substantial risk of forfeiture (within the meaning of Code §409A).

10.4 LIQUIDATION OF THE CORPORATION.

In the event of the complete liquidation or dissolution of the Corporation, any outstanding Awards granted under this Plan shall be deemed automatically canceled without any action on the part of the Corporation and without regard to or limitation by any other provision of the Plan.

10.5 NO EMPLOYMENT/SERVICE RIGHTS.

Nothing in the Plan shall confer upon the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Corporation (or any Related Corporation employing or retaining such person) or of the Participant, which rights are hereby expressly reserved by each, to terminate the Participant's Service at any time for any reason, with or without Cause.

10.6 RULES OF CONSTRUCTION.

For all purposes of this Plan, except as otherwise expressly provided:

(a) all accounting terms not otherwise defined herein have the meanings ascribed thereto under U.S. generally accepted accounting principles;

(b) all references in this Plan to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of the body of this Plan except to the extent identified as references to sections or subsections of the Code;

(c) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Plan as a whole and not to any particular Article, Section or other subdivision;

(d) whenever the words "include," "includes" or "including" are used in this Plan, they shall be deemed to be followed by the words "without limitation";

(e) whenever this Plan refers to a number of days, such number shall refer to calendar days unless business days are expressly specified;

(f) a reference to any legislation or to any provision of any legislation shall include such legislation, as amended through the date hereof, and all subsequent amendments or modification thereto or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto; and

(g) except where otherwise indicated by the context, any masculine term used herein also shall include the feminine; the plural shall include the singular and the singular shall include the plural.

10.7 UNFUNDED STATUS OF PLAN.

The Plan is intended to constitute an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant by the Corporation, nothing set forth herein shall give any such Participant any rights that are greater than those of a general creditor of the Corporation. In its sole discretion, the Committee may authorize the creation of trusts or other arrangements to meet the obligations created under the Plan to deliver Stock or a payment in lieu of or with respect to Awards hereunder, provided, however, that the existence of such trusts or other arrangements is consistent with the unfunded status of the Plan.

10.8 AWARDS TO PARTICIPANTS OUTSIDE THE UNITED STATES.

The Committee may modify the terms of any Award under the Plan made to or held by a Participant who is then resident or primarily employed outside the United States in any manner deemed by the Committee to be necessary or appropriate in order that the Award shall conform to laws, regulations, and customs of the country in which the Participant is then resident or primarily employed, or so that the value and other benefits of the Award to the Participant, as affected by foreign tax laws and other restrictions applicable as a result of the Participant's residence or employment abroad, shall be comparable to the value of such an Award to a Participant who is resident or primarily employed in the United States. Such authorization shall extend to and include establishing one or more separate sub-plans which include provisions not inconsistent with the Plan that comply with statutory or regulatory requirements imposed by the foreign country or countries in which the Participant resides.

10.9 SEVERABILITY.

In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

10.10 GOVERNING LAW.

To the extent not preempted by United States Federal law, the Plan, and all agreements hereunder, shall be construed in accordance with and governed by the laws of the State of Florida.

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