

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



PHOENITRON

PHOENITRON HOLDINGS LIMITED

品創控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 8066)

DISCLOSEABLE TRANSACTION DISPOSAL OF INVESTMENT RIGHTS IN A TV PLAY

TRANSFER AGREEMENT

The Company is pleased to announce that, on 29 December 2025 (after trading hours), Kartop HK (being an indirectly wholly-owned subsidiary of the Company) and Nanjing Qichuang entered into the Transfer Agreement, pursuant to which Kartop HK agreed to transfer its entire 30% investment rights and related obligations under the Joint Production Agreement to Nanjing Qichuang at the consideration of RMB24,200,000 (equivalent to approximately HK\$26,593,800).

PLEDGE AGREEMENT

On the same date, Nanjing Qichuang as pledgor and Kartop HK as pledgee also entered into the Pledge Agreement, pursuant to which Nanjing Qichuang pledged the transferred Investment Rights to Kartop HK to secure its payment obligations under the Transfer Agreement.

GEM LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio (as defined in the GEM Listing Rules) in respect of the Disposal is more than 5% but less than 25%, the Disposal constitutes a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules and is therefore subject to the reporting and announcement requirements under Chapter 19 of the GEM Listing Rules.

INTRODUCTION

The Company is pleased to announce that, on 29 December 2025 (after trading hours), Kartop HK (being an indirectly wholly-owned subsidiary of the Company) and Nanjing Qichuang entered into the Transfer Agreement, pursuant to which Kartop HK agreed to transfer its entire 30% investment rights and related obligations under the Joint Production Agreement to Nanjing Qichuang at the consideration of RMB24,200,000 (equivalent to approximately HK\$26,593,800).

THE TRANSFER AGREEMENT

The principal terms of the Transfer Agreement are as follows:

- Date : 29 December 2025 (after trading hours)
- Parties : (i) Kartop HK; and
(ii) Nanjing Qichuang

Subject matter

The subject matter of the Disposal comprises the entire 30% investment rights and corresponding obligations held by Kartop HK under the Joint Production Agreement in relation to the TV Play. Such rights include, but are not limited to, the 30% investment proportion, corresponding co-ownership interests in the copyright of the TV Play, revenue distribution rights, signature rights and all derivative rights thereto.

As at the date of the Transfer Agreement, the TV Play has completed payment of the investment amounts and filming, while subsequent procedures including application for the 《電視劇發行許可證》 (Television Drama Distribution Licence*), censorship review, post-production, issuance and broadcasting are yet to be carried out. As disclosed in the interim report 2025 of the Company, the TV Play is targeted for release by mid-2026, with revenue share originally expected to be received by the end of the third quarter of 2026.

Consideration and payment terms

The total consideration for the Disposal is RMB24,200,000 (equivalent to approximately HK\$26,593,800), which shall be settled by Nanjing Qichuang in cash in the following manner:

- (a) 5% of the consideration (being RMB1,210,000 (equivalent to approximately HK\$1,329,669)) shall be paid within 30 days after the date of the Transfer Agreement;
- (b) 10% of the consideration (being RMB2,420,000 (equivalent to approximately HK\$2,659,338)) shall be paid on or before 30 April 2026; and
- (c) the remaining 85% of the consideration (being RMB20,570,000 (equivalent to approximately HK\$22,604,373)) shall be paid primarily from Nanjing Qichuang's share of any issuance revenue, copyright income or other proceeds derived in respect of the TV Play following its first-round broadcast (with such proceeds to be applied on a priority basis towards settlement of the outstanding consideration within 180 days of first-round broadcast), and in any event the remaining consideration must be fully settled within 360 days of first-round broadcast of the TV Play (with any shortfall to be supplemented by Nanjing Qichuang's own funds). Irrespective of whether the TV Play achieves first-round broadcast, obtains the relevant licence or generates any revenue, the remaining balance of the consideration must in any event be fully settled within two years from the date of the Transfer Agreement.

The consideration was determined on normal commercial terms after arm's length negotiations between Kartop HK and Nanjing Qichuang with reference to the original investment amount, the current status of the TV Play and the potential future revenues.

Pledge Agreement

To secure Nanjing Qichuang's full performance of its payment obligations under the Transfer Agreement, Nanjing Qichuang as pledgor and Kartop HK as pledgee entered into the Pledge Agreement on the same date, pursuant to which Nanjing Qichuang has pledged the entire 30% investment rights transferred under the Transfer Agreement, including all corresponding property rights (such as revenue distribution rights, co-ownership interests in copyright, signature rights and all derivative rights) in the TV Play, to Kartop HK.

Pursuant to the Pledge Agreement, Kartop HK is entitled to enforce the pledge immediately upon the occurrence of any default event, including: (i) failure by Nanjing Qichuang to make any scheduled payment under the Transfer Agreement; (ii) breach of any representations, warranties or undertakings by Nanjing Qichuang under the Pledge Agreement; (iii) Nanjing Qichuang entering into dissolution, bankruptcy or liquidation procedures, or suffering a material adverse change that may affect its performance ability; (iv) termination or invalidity of the Transfer Agreement or the Pledge Agreement; or (v) Nanjing Qichuang, without the prior written consent of Kartop HK, transferring or disposing of the pledged property or modifying or terminating the Joint Production Agreement with Zhe Jiang You Sheng; or (vi) expiry of the payment period for the remaining consideration of the Disposal under the Transfer Agreement without full settlement by Nanjing Qichuang.

REASONS FOR AND BENEFITS OF ENTERING INTO THE TRANSFER AGREEMENT

The Group is currently engaged in (i) sales of smart cards and smart card application systems; (ii) operation of a private domain e-commerce platform; (iii) provision of artificial intelligence (A.I.) speech technology data services; (iv) financial and management consultancy services; (v) sales and trading of scrap metals; and (vi) media and entertainment.

The Group originally entered into the investment in the TV Play as part of its strategy to develop new businesses in the advertising, media and entertainment industry. The Directors considered at the time that the investment represented a first step in the Group's diversification plan and would provide good investment return and additional income to the Group.

Pursuant to the Joint Production Agreement, Kartop HK agreed to invest RMB24,000,000 in the production of the TV Play, which was directed by Mr. Wang De Qing (王德慶), produced by Mr. Zhang Jian (張健) and starred Mr. Zhang Ming En (張銘恩) and Ms. Feng Yue (馮越) and was tentatively expected to be released in China in 2020.

As disclosed in the Company's 2023 annual report, due to the outbreak of COVID-19, there was a substantial delay in the production of the TV Play. The production of the TV Play was eventually completed in 2023. However, according to the producer, Mr. Zhang Jian, additional time has been required to negotiate and conclude a sales contract that could meet the target revenue expectations. As a result, the TV Play is now targeted for release by mid-2026, with revenue share expected to be received by the end of the third quarter of 2026.

The original cost of the Investment Rights in the Group was RMB24,000,000. The carrying amount of the Investment Rights in the Group's accounts is denominated in RMB and amounted to RMB29,700,000 as at 31 December 2024 and remained at RMB29,700,000 as at 30 June 2025. Such carrying amount was determined by using the discounted cash flow method under the income approach of valuation based on the forecasted revenue and costs and relevant data provided by the producer of the TV Play. As at 30 June 2025, the unaudited book value of the Investment Rights (after translation into Hong Kong dollars) was approximately HK\$32,459,000.

The Group expects to recognize a loss on the Disposal of approximately RMB5,500,000, being the difference between the consideration for the Disposal and the carrying value of the Investment Rights. The exact amount to be recorded in the consolidated statement of profit or loss of the Group is subject to audit, and therefore may be different from the figure stated herein.

Having regard to the prolonged and continuing delays in the issuance and broadcasting of the TV Play, which have deferred potential revenue inflows and introduced considerable uncertainty as to the timing and quantum of future returns, the Board considers it prudent to exit the investment at this juncture. The Disposal enables the Group to recover RMB24,200,000 in cash (representing a modest premium of RMB200,000 over the original investment amount of RMB24,000,000) on structured terms that are secured by a pledge over the transferred rights, thereby providing greater certainty of cash recovery than retaining the investment.

The Directors consider that the terms of the Transfer Agreement and the Pledge Agreement are on normal commercial terms and are fair and reasonable and in the interests of the Company and its shareholders as a whole.

INFORMATION OF THE PARTIES TO THE TRANSFER AGREEMENT AND THE PLEDGE AGREEMENT

Kartop HK

Kartop HK is a company incorporated in Hong Kong with limited liability and is an indirectly wholly-owned subsidiary of the Company. It is principally engaged in investment in the media and entertainment industry.

Nanjing Qichuang

Nanjing Qichuang is a company established in the PRC with limited liability and is principally engaged in the provision of value-added telecommunications services, internet cultural operations and internet information services. As at the date of this announcement, Nanjing Qichuang is owned as to 60% by 劉鵬 (Liu Peng) and 40% by 楊春美 (Yang Chunmei). To the best knowledge, information and belief of the Directors having made all reasonable enquiries, each of Nanjing Qichuang and its ultimate beneficial owner is an Independent Third Party.

GEM LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio (as defined in the GEM Listing Rules) in respect of the Disposal is more than 5% but less than 25%, the Disposal constitutes a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules and is therefore subject to the reporting and announcement requirements under Chapter 19 of the GEM Listing Rules.

DEFINITIONS

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

“ Board ”	the board of Directors
“ Company ”	Phoenitron Holdings Limited, (stock code: 8066), a company incorporated in the Cayman Islands with limited liability, the issued Shares of which are listed on GEM
“ connected person(s) ”	has the meaning ascribed to it under the GEM Listing Rules
“ Director(s) ”	the director(s) of the Company
“ Disposal ”	the disposal of the Investment Rights by Kartop HK to Nanjing Qichuang pursuant to the Transfer Agreement
“ GEM Listing Rules ”	the Rules Governing the Listing of Securities on GEM
“ Kartop HK ”	Kartop (Hong Kong) Limited 嘉昇(香港)有限公司, a company incorporated in Hong Kong with limited liability, an indirectly wholly-owned subsidiary of the Company
“ Hong Kong ”	the Hong Kong Special Administrative Region of the PRC
“ HK\$ ”	Hong Kong dollars, the lawful currency of Hong Kong
“ Independent Third Party(ies) ”	third party(ies) independent of and not connected (as defined under the GEM Listing Rules) with the Company and its connected person(s)
“ Investment Rights ”	the entire 30% investment rights and related obligations of Kartop HK under the Joint Production Agreement for the TV Play
“ Joint Production Agreement ”	a joint production agreement dated 30 September 2019 entered into between Kartop HK and Zhe Jiang You Sheng in relation to the investment, production, marketing and distribution of the TV Play
“ Nanjing Qichuang ”	南京啟創網絡科技有限公司(Nanjing Qichuang Network Technology Co., Ltd.*), a company established in the PRC and an Independent Third Party
“ Pledge Agreement ”	the pledge agreement dated 29 December 2025 entered into between Nanjing Qichuang and Kartop HK
“ PRC ”	the People’s Republic of China which for the purpose of this announcement, excludes Hong Kong, Macau Special Administrative Region and Taiwan

“RMB”	Renminbi, the lawful currency of the PRC
“Shares”	ordinary share(s) of HK\$0.20 each in the share capital of the Company
“Shareholder(s)”	the shareholder(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Transfer Agreement”	the transfer agreement dated 29 December 2025 entered into between Kartop HK and Nanjing Qichuang for the Disposal
“TV Play”	《雪豹二》(Snow Leopard II*)
“Zhe Jiang You Sheng”	浙江優盛影視文化有限公司 (Zhe Jiang You Sheng Ying Shi Wen Hua Company Limited*), a company established in the PRC
“%”	per cent.

For the purpose of this announcement, unless otherwise specified, the conversion of RMB into HK\$ is based on the approximate exchange rate from RMB1.00 to HK\$1.0989. The exchange rate is adopted for illustration purpose only and does not constitute a representation that any amounts have been, could have been, or may be, exchanged at this rate or any other rate at all.

* *The English transliteration of the Chinese name(s) in this announcement, where indicated, is included for information purpose only, and should not be regarded as the official English name(s) of such Chinese name(s).*

By order of the Board
Phoenitron Holdings Limited
Chang Wei Wen
Executive Director

Hong Kong, 29 December 2025

As at the date of this announcement, the Board comprises four executive Directors, Ms. Lily Wu (Chairman), Mr. Guo Rongxiang, Mr. Chang Wei Wen (Chief Executive Officer) and Mr. Yang Meng Hsiu, and three independent non-executive Directors, Ms. Wong Ka Wai, Jeanne, Mr. Yeung Man Chit, Daniel and Mr. Chan Siu Wing, Raymond.

This announcement, for which the directors of the Company collectively and individually accept full responsibility, includes particulars given in compliance with the Rules Governing the Listing of Securities on GEM of the Stock Exchange for the purpose of giving information with regard to the Company. The directors of the Company, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive and there are no other matters the omission of which would make any statement in this announcement misleading.

This announcement will remain on the “Latest Listed Company Information” page of the website of the Stock Exchange at www.hkexnews.hk for at least 7 days from the date of its publication and on the website of the Company at www.phoenitron.com.