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**DIGITAL INTELLIGENCE HOLDINGS LIMITED UNIVERSE PRINTSHOP HOLDINGS LIMITED**

**環球印館控股有限公司**

*(Incorporated in the British Virgin Islands with limited liability)*

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 8448)**

**JOINT ANNOUNCEMENT**

**(1) ACQUISITION OF SALE SHARES IN  
UNIVERSE PRINTSHOP HOLDINGS LIMITED;  
(2) UNCONDITIONAL MANDATORY CASH OFFER BY  
GEO SECURITIES LIMITED  
FOR AND ON BEHALF OF THE OFFEROR  
FOR ALL THE ISSUED SHARES IN  
UNIVERSE PRINTSHOP HOLDINGS LIMITED  
(OTHER THAN THOSE SHARES ALREADY OWNED AND/OR  
AGREED TO BE ACQUIRED BY THE OFFEROR, MR. CHEN AND  
PARTIES ACTING IN CONCERT WITH ANY OF THEM); AND  
(3) APPOINTMENT OF INDEPENDENT FINANCIAL ADVISER**

**Financial adviser to the Offeror**

Nuada Limited

**Financial adviser to the Company**



**Independent financial adviser to  
the Independent Board Committee**



**普頓資本有限公司  
PROTON CAPITAL LIMITED**

## **THE SALE AND PURCHASE AGREEMENT**

The Board was informed by the Vendors that on 9 February 2026 (after trading hours), the Offeror (as purchaser) and the Vendors (as vendors) entered into the Sale and Purchase Agreement, pursuant to which the Vendors conditionally agreed to sell, and the Offeror conditionally agreed to acquire, the full legal and beneficial title and interest in the Sale Shares (being an aggregate of 65,410,466 Shares), representing approximately 65.54% of the total issued share capital of the Company as at the date of this joint announcement, at a total consideration of HK\$22,893,663.10, which is equivalent to HK\$0.35 per Sale Share. Details of the Sale and Purchase Agreement are set out in the section headed “The Sale and Purchase Agreement” of this joint announcement. As all the conditions precedent to the Sale and Purchase Agreement had been fulfilled, Completion took place on the Completion Date, being 9 February 2026.

As at the date of this joint announcement, part of the consideration of HK\$5,000,000 was paid by the Offeror to the Vendors in cash pursuant to the Sale and Purchase Agreement. Due to the deferral in payments of HK\$17,893,663.10, i.e. the Balance of Consideration, as described below in the section headed “The Sale and Purchase Agreement – Consideration”, the Vendors are presumed to be acting in concert with the Offeror under class (9) of the definition of “acting in concert” under the Takeovers Code until full repayment of the Promissory Note by the Offeror.

## **UNCONDITIONAL MANDATORY CASH OFFER**

As at the date of this joint announcement, there are 99,800,000 Shares in issue, of which 65,410,466 Shares are held by the Offeror and parties acting in concert with it (representing approximately 65.54% of the total Shares), and the Company does not have any outstanding options, warrants or derivatives which are convertible or exchangeable into Shares, and has not entered into any agreement for the issue of such options, derivatives, warrants or securities which are convertible or exchangeable into Shares. As at the date of this joint announcement, the Company has no other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in issue other than the Shares.

Immediately prior to Completion, none of the Offeror, Mr. Chen and parties acting in concert with any of them (other than the Vendors) owned or controlled any Shares and other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company. Immediately upon Completion and as at the date of this joint announcement, the Offeror, Mr. Chen and parties acting in concert with any of them own or control 65,410,466 Shares, representing approximately 65.54% of the total issued share capital of the Company. Pursuant to Rule 26.1 of the Takeovers Code and upon Completion, the Offeror is therefore required to make a mandatory unconditional cash offer for all the issued Shares (other than those already owned or agreed to be acquired by the Offeror, Mr. Chen and the parties acting in concert with any of them).

GEO Securities will, for and on behalf of the Offeror, make the Offer on the following basis:

**For each Offer Share ..... HK\$0.35 in cash**

The Offer Price of HK\$0.35 per Offer Share is the same as the price per Sale Share payable by the Offeror under the Sale and Purchase Agreement.

The Company confirms that as at the date of this joint announcement, (i) it has not declared any dividend, the record date of which falls before the expected date of despatch of the Composite Document and which is not paid; (ii) it has not declared any dividend, the record date of which falls on or after the expected date of despatch of the Composite Document; and (iii) it does not have any intention to make, declare or pay any future dividend/make other distributions until the close of the Offer.

If after the date of this joint announcement, any dividend, distribution and/or return of capital is announced, declared, made and/or paid in respect of the Shares, the Offeror will reduce the Offer Price by an amount equal to the gross amount of such dividend, distribution and/or return of capital paid or made by the Company to such Independent Shareholders who accept or have accepted the Offer. Accordingly, unless otherwise specified or the context otherwise requires, any reference in this joint announcement, the Composite Document or any other announcement in relation to the Offer to the Offer Price will be deemed to be a reference to the Offer Price as so reduced.

The Offer will be unconditional in all respects when made.

Principal terms of the Offer are set out in the section headed “Unconditional Mandatory Cash Offer” of this joint announcement.

### **Confirmation of financial resources available for the Offer**

The maximum payment obligations payable by the Offeror for the Offer would be approximately HK\$12,036,337 based on (i) the Offer Price of HK\$0.35 per Offer Share; and (ii) full acceptance of 34,389,534 Offer Shares under the Offer. The Offeror intends to finance the consideration payable under the Offer by its internal cash resources, none of which is provided by or borrowed from other parties.

Nuada Limited, being the financial adviser to the Offeror in respect of the Offer, is satisfied that there are sufficient financial resources available to the Offeror to satisfy the maximum payment obligations upon full acceptances of the Offer.

### **GENERAL**

#### **Establishment of the Independent Board Committee**

Pursuant to Rule 2.1 of the Takeovers Code, a board which receives an offer or which is approached with a view to an offer being made, must, in the interests of shareholders, establish an independent committee of the board to make a recommendation (i) as to whether the offer is, or is not, fair and reasonable; and (ii) as to acceptance.

The Company has established the Independent Board Committee comprising all independent non-executive Directors, namely Mr. Lau Jing Yeung William, Mr. Ho Kar Ming and Ms. So Shuk Wan, all of whom have no direct or indirect interest in the Offer, to advise the Independent Shareholders in relation to the Offer and in particular as to whether the Offer is, or is not, fair and reasonable and as to the acceptance of the Offer.

#### **Appointment of the Independent Financial Adviser**

Pursuant to Rule 2.1 of the Takeovers Code, Proton Capital has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in connection with the Offer and in particular as to whether the Offer is, or is not, fair and reasonable and as to its acceptance. Such appointment has been approved by the Independent Board Committee.

## **Despatch of the Composite Document**

It is the intention of the Offeror and the Board to combine the offer document with the offeree board circular from the Company into the Composite Document. In accordance with Rule 8.2 of the Takeovers Code, the Composite Document containing, among other things: (i) details of the Offer (including the expected timetable and terms of the Offer); (ii) a letter of advice from the Independent Board Committee to the Independent Shareholders in relation to the Offer; and (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in relation to the Offer, together with the relevant form of acceptance and transfer, is required to be despatched to the Shareholders no later than 21 days after the date of this joint announcement or such later date as the Executive may approve. It is expected that the Composite Document will be despatched on or before 2 March 2026 in compliance with the Takeovers Code.

Further announcement(s) regarding the despatch of the Composite Document will be made by the Offeror and the Company as and when appropriate.

## **WARNING**

**The Directors make no recommendation as to the fairness or reasonableness of the Offer or as to the acceptance of the Offer in this joint announcement, and strongly recommend the Independent Shareholders not to form a view on the Offer unless and until they have received and read the Composite Document, including the recommendation of the Independent Board Committee to the Independent Shareholders in respect of the Offer and the letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders.**

**Shareholders and potential investors are advised to exercise caution when dealing in the Shares, and if they are in any doubt about their position, they should consult their professional advisers.**

The Board was informed by the Vendors that on 9 February 2026 (after trading hours), the Offeror (as purchaser) and the Vendors (as vendors) entered into the Sale and Purchase Agreement, pursuant to which the Vendors conditionally agreed to sell, and the Offeror conditionally agreed to acquire, the full legal and beneficial title and interest in the Sale Shares (being an aggregate of 65,410,466 Shares), representing approximately 65.54% of the total issued share capital of the Company as at the date of this joint announcement, at a total consideration of HK\$22,893,663.10, which is equivalent to HK\$0.35 per Sale Share. As all the conditions precedent to the Sale and Purchase Agreement had been fulfilled, Completion took place on the Completion Date, being 9 February 2026. The principal terms of the Sale and Purchase Agreement are summarised below:

## **THE SALE AND PURCHASE AGREEMENT**

Date: 9 February 2026 (after trading hours)

Parties:

- (i) the Offeror as the purchaser;
- (ii) Vendor A as one of the vendors (in respect of 59,335,826 Shares, representing approximately 59.45% of the issued share capital of the Company as at the date of this joint announcement);
- (iii) Vendor B as one of the vendors (in respect of 1,654,640 Shares, representing approximately 1.66% of the issued share capital of the Company as at the date of this joint announcement); and
- (iv) Vendor C as one of the vendors (in respect of 4,420,000 Shares, representing approximately 4.43% of the issued share capital of the Company as at the date of this joint announcement).

### **Subject of the Sale and Purchase Agreement**

Pursuant to the Sale and Purchase Agreement, the Offeror agreed to acquire and the Vendors agreed to sell the Sale Shares, comprising 65,410,466 Shares (representing approximately 65.54% of the total issued share capital of the Company as at the date of this joint announcement), for a total consideration of HK\$22,893,663.10.

The Sale Shares will be sold free from all encumbrances and together with all rights now or hereafter attaching thereto including all dividends and distributions declared, made or paid on or after the date of the Sale and Purchase Agreement.

## Conditions under the Sale and Purchase Agreement

Completion of the Sale and Purchase Agreement is conditional upon the satisfaction or waiver (as applicable) of the following conditions (the “**Conditions Precedent**”):

- (i) the Offeror having paid the Deposit (as defined below) in full in accordance with the terms of the Sale and Purchase Agreement;
- (ii) the financial adviser to the Offeror, i.e. Nuada, having provided the financial resources confirmation to the Executive in accordance with Rule 3.5 and Practice Note 20 of the Takeovers Code;
- (iii) the Executive having indicated that it has no further comments on, or otherwise allowed to become unconditional in accordance with the Takeovers Code, this joint announcement, on the basis that the vendor financing arrangements (including the deferral of the Balance of Consideration and the Share Pledge) are fully and accurately disclosed and without the Executive having required the withdrawal of, or any material variation to, such arrangements;
- (iv) all necessary regulatory approvals, consents, confirmations and waivers required for the transactions contemplated by the Sale and Purchase Agreement having been obtained, including but not limited to any approvals required from the Stock Exchange, the SFC and any other relevant regulatory authorities;
- (v) the representations and warranties of the Vendors set out in in the Sale and Purchase Agreement remaining true, accurate and not misleading in all material respects as at Completion; provided that for purposes of this condition, “material” means any matter individually or in the aggregate that could reasonably be expected to have a material adverse effect on the business, operations, assets, financial condition or prospects of the Company and its subsidiaries, taken as a whole, or prevent or materially delay the performance of the Offeror’s obligations under the Sale and Purchase Agreement or the making of the Offer;
- (vi) no material adverse change having occurred in relation to the business, operations, assets, position (financial, trading or otherwise), profits or prospects of the Company and its subsidiaries taken as a whole since the date of the Sale and Purchase Agreement and up to the Completion Date; and
- (vii) the Offeror having completed, and being satisfied in its reasonable discretion with the results of, its due diligence review of the Company, including without limitation, the business, financial, legal and operational aspects of the Company and its subsidiaries.

Except for Conditions Precedent (v), (vi) and (vii) which may be waived by the Offeror at its sole discretion by notice in writing to the Vendors, no party shall be entitled to waive any of the Conditions Precedent. Regarding Condition Precedent (iv), the Offeror and the Vendors are not aware of any regulatory approvals, consents, confirmations and waivers required prior to Completion.

If any of the Conditions Precedent has not been satisfied (or, where capable of waiver, waived by the Offeror) on or before the date falling one month after the date of the Sale and Purchase Agreement, or such later date as the Offeror and the Vendors may agree in writing, any party to the Sale and Purchase Agreement may (without prejudice to any other rights or remedies it may have) by notice in writing to the other parties terminate the Sale and Purchase Agreement, whereupon:

- (i) the Sale and Purchase Agreement (other than clauses related to announcement and confidentiality, costs, governing law and jurisdiction, assurance, language and other general clauses which shall continue in full force and effect) shall cease to have effect; and
- (ii) other than as a result of a material breach of the Sale and Purchase Agreement by the Offeror, the Vendors shall within five (5) business days (i.e. a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Hong Kong) of such termination refund to the Offeror (or its nominee(s)) the Deposit in full without set-off, counterclaim or deduction, together with any interest actually accrued thereon (if any). Save for the above, no party to the Sale and Purchase Agreement shall have any claim against any other party, save in respect of any antecedent breach of the Sale and Purchase Agreement.

As all the conditions precedent to the Sale and Purchase Agreement had been fulfilled, Completion took place on the Completion Date, being 9 February 2026.

### **Consideration**

The total Consideration for the Sale Shares is HK\$22,893,663.10 (equivalent to HK\$0.35 per Sale Share), consisting of:

- (i) HK\$20,767,539.10 payable to the Vendor A for 59,335,826 Shares;
- (ii) HK\$579,124.00 payable to the Vendor B for 1,654,640 Shares; and
- (iii) HK\$1,547,000.00 payable to the Vendor C for 4,420,000 Shares.

The satisfaction of the Consideration by the Offeror to the Vendors is in the following manner:

- (i) A deposit of HK\$5,000,000 (the “**Deposit**”) has been paid by the Offeror to the Vendors on the date of the Sale and Purchase Agreement, to be allocated among the Vendors in proportion to their respective Sale Shares;
- (ii) The Balance of Consideration (being HK\$17,893,663.10) shall be paid by the Offeror to the Vendors by issue of the Promissory Note and such amount shall be repaid on or before the date falling five (5) months after the date of the Sale and Purchase Agreement i.e. 9 July 2026, allocated strictly in accordance with the following fixed amounts:
  - (a) Vendor A: HK\$4,535,652.29 (part of the Deposit) + HK\$16,231,886.81 (part of the Balance of Consideration) = HK\$20,767,539.10 total;
  - (b) Vendor B: HK\$126,481.29 (part of the Deposit) + HK\$452,642.71 (part of the Balance of Consideration) = HK\$579,124.00 total; and
  - (c) Vendor C: HK\$337,866.42 (part of the Deposit) + HK\$1,209,133.58 (part of the Balance of Consideration) = HK\$1,547,000.00 total

Pursuant to the Sale and Purchase Agreement, on Completion, the Offeror has executed and deliver to the Vendors (or such person(s) as the Vendors may nominate) the Promissory Note in the principal amount of the Balance of Consideration.

The principal terms of the Promissory Note are set out below:

Issuer:	the Offeror
Principal amount:	HK\$17,893,663.10
Interest:	interest-free
Maturity:	9 July 2026, being the date falling five (5) months after the date of the Sale and Purchase Agreement
Early redemption:	the Offeror may at any time before the maturity date of the Promissory Note prepay all or any part of the principal amount of the Promissory Note, provided that any prepayment is made to the Vendors in proportions to the amount of Balance of Consideration payable to the Vendors

Security: the Share Pledge

Transferability: No Holder may assign, transfer, novate, charge, declare a trust over or otherwise dispose of any of its rights under the Promissory Note or any amount payable thereunder, whether in whole or in part

Pursuant to the Sale and Purchase Agreement, on the date of the Sale and Purchase Agreement, the Offeror has executed the Share Pledge in favour of the Vendors in respect of the Sale Shares, pursuant to which the Sale Shares have been pledged to the Vendors as security until the Offeror has repaid the Promissory Note in full. The Share Pledge has taken effect on Completion.

Save as the consideration payable by the Offeror to the Vendors under the Sale and Purchase Agreement and the Share Pledge, there is no other consideration, compensation or benefits in whatever form provided or to be provided by the Offeror, Mr. Chen and parties acting in concert with any of them (other than the Vendors) to the Vendors, their respective ultimate beneficial owners (where applicable) and parties acting in concert with any of them.

Both the Deposit and the Balance of Consideration will be financed by the internal cash resources of the Offeror, none of which is provided by or borrowed from other parties.

As at the date of this joint announcement, part of the consideration of HK\$5,000,000 was paid by the Offeror to the Vendors in cash pursuant to the Sale and Purchase Agreement. Due to the deferral in payments of the Balance of Consideration, as described above, the Vendors are presumed to be acting in concert with the Offeror under class (9) of the definition of “acting in concert” under the Takeovers Code until full repayment of the Promissory Note by the Offeror.

The principal terms of the Share Pledge are summarised below:

Date: 9 February 2026 (after trading hours)

Parties:

- (a) The Offeror, as pledgor;
- (b) Vendor A, as one of the pledgees;
- (c) Vendor B, as one of the pledgees; and
- (d) Vendor C, as one of the pledgees.

Pursuant to the Share Pledge, in consideration to the Vendors agreeing to the deferral in payments of the Balance of Consideration under the Sale and Purchase Agreement, with effect from the Completion Date, as continuing security for the due and punctual payment and discharge of the present and future payment obligations of the Offeror to the Vendors in respect of the Balance of Consideration, the Offeror, as legal and beneficial owner, pledges and agrees to maintain in favour of the Vendors (among themselves in the same proportions as the respective amounts of the Balance of Consideration owed to them) all of its right, title and interest from time to time in and to the Sale Shares, free from any encumbrance other than the security created under the Share Pledge.

Unless and until enforcement action is taken in accordance with the Share Pledge, the Offeror shall be entitled to exercise all voting rights and other shareholder rights attaching to the Sale Shares at its sole discretion, subject only to the restriction expressly set out in the Sale and Purchase Agreement and the Share Pledge, i.e., the Offeror shall not, without the prior written consent of the Vendors, approve or vote for any shareholder resolutions of the Company regarding any capital/constitutional changes or dilutive actions that would materially prejudice the value of the Sale Shares. Save for the above, there are no other restrictions under the Sale and Purchase Agreement and the Share Pledge.

Upon full and irrevocable repayment by the Offeror of the aggregate principal amount of the Promissory Note, and discharge of all other payment obligations of the Offeror to the Vendors (i.e. all costs and expenses including legal fees properly incurred by the Vendors in creating, preserving or enforcing (if applicable) the security created by the Share Pledge) then due and payable, the security created by the Share Pledge shall automatically be released.

In the event that the Offeror fails to pay the Balance of Consideration and full repayment of such amount, being the principal amount of the Promissory Note, on the maturity of the Promissory Note, being the date falling five (5) months after the date of the Sale and Purchase Agreement and the Vendors elects to exercise their right under the Share Pledge to take beneficial ownership of the Sale Shares, the Vendors may trigger an obligation to make a mandatory general offer to the Shareholders for all the issued Shares (other than those already owned by the Vendors, their respective ultimate beneficial owners (where applicable) and parties acting in concert with any of them) pursuant to Rule 26.1 of the Takeovers Code.

## **UNCONDITIONAL MANDATORY CASH OFFER**

As at the date of this joint announcement, there are 99,800,000 Shares in issue, of which 65,410,466 Shares are held by the Offeror, Mr. Chen and parties acting in concert with any of them (representing approximately 65.54% of the total Shares), and the Company does not have any outstanding options, warrants or derivatives which are convertible or exchangeable into Shares, and has not entered into any agreement for the issue of such options, derivatives, warrants or securities which are convertible or exchangeable into Shares. As at the date of this joint announcement, the Company has no other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in issue other than the Shares.

Immediately prior to Completion, none of the Offeror, Mr. Chen and parties acting in concert with any of them (other than the Vendors) owned or controlled in any Shares and other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company. Immediately upon Completion and as at the date of this joint announcement, the Offeror, Mr. Chen and parties acting in concert with any of them own or control 65,410,466 Shares, representing approximately 65.54% of the total issued share capital of the Company. Pursuant to Rule 26.1 of the Takeovers Code and upon Completion, the Offeror is therefore required to make a mandatory unconditional cash offer for all the issued Shares (other than those already owned or agreed to be acquired by the Offeror, Mr. Chen and the parties acting in concert with any of them).

## **The Offer**

GEO Securities will, for and on behalf of the Offeror, make the Offer on the following basis:

**For each Offer Share ..... HK\$0.35 in cash**

The Offer Price of HK\$0.35 per Offer Share is the same as the price per Sale Share payable by the Offeror under the Sale and Purchase Agreement.

If after the date of this joint announcement, any dividend, distribution and/or return of capital is announced, declared, made and/or paid in respect of the Shares, the Offeror will reduce the Offer Price by an amount equal to the gross amount of such dividend, distribution and/or return of capital paid or made by the Company to such Independent Shareholders who accept or have accepted the Offer. Accordingly, unless otherwise specified or the context otherwise requires, any reference in this joint announcement, the Composite Document or any other announcement in relation to the Offer to the Offer Price will be deemed to be a reference to the Offer Price as so reduced.

The Offer will be unconditional in all respects when made.

## **Comparison of value**

The Offer Price of HK\$0.35 per Offer Share represents:

- (i) a discount of approximately 28.57% to the closing price of HK\$0.490 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (ii) a discount of approximately 28.13% to the average of the closing prices of the Shares as quoted on the Stock Exchange for the 5 consecutive trading days up to and including the Last Trading Day of approximately HK\$0.487 per Share;
- (iii) a discount of approximately 22.39% to the average of the closing prices of the Shares as quoted on the Stock Exchange for the 10 consecutive trading days up to and including the Last Trading Day of approximately HK\$0.451 per Share;

- (iv) a discount of approximately 18.60% to the average of the closing prices of the Shares as quoted on the Stock Exchange for the 30 consecutive trading days up to and including the Last Trading Day of approximately HK\$0.430 per Share;
- (v) a premium of approximately 348.7% over the audited consolidated net asset value per Share as at 31 March 2025 of approximately HK\$0.078 with reference to the audited consolidated net asset value of the Group of approximately HK\$7,738,000 as at 31 March 2025 and 99,800,000 Shares in issue as at the date of this joint announcement; and
- (vi) a premium of approximately 212.5% over the unaudited consolidated net asset value per Share as at 30 September 2025 of approximately HK\$0.112 with reference to the unaudited consolidated net asset value of the Group of approximately HK\$11,175,000 as at 30 September 2025 and 99,800,000 Shares in issue as at the date of this joint announcement.

### **Highest and lowest Share prices**

During the six-month period immediately prior to and including the Last Trading Day, (i) the highest closing price per Share as quoted on the Stock Exchange was HK\$0.61 on 22 September 2025; and (ii) the lowest closing price per Share as quoted on the Stock Exchange was HK\$0.174 on 12 August 2025.

### **Value of the Offer**

34,389,534 Shares will be subject to the Offer. Assuming there is no change in the issued share capital of the Company prior to the making of the Offer, on the basis of the Offer Price of HK\$0.35 per Offer Share, the Offer is valued at HK\$12,036,336.90.

### **Confirmation of financial resources available for the Offer**

The maximum payment obligations payable by the Offeror for the Offer would be HK\$12,036,336.90 based on (i) the Offer Price of HK\$0.35 per Offer Share; and (ii) full acceptance of 34,389,534 Offer Shares under the Offer; and (iii) full acceptance of the Offer. The Offeror intends to finance the consideration payable under the Offer by its internal cash resources, none of which is provided by or borrowed from other parties.

Nuada, being the financial adviser to the Offeror in respect of the Offer, is satisfied that there are sufficient financial resources available to the Offeror to satisfy the maximum payment obligations upon full acceptances of the Offer.

## **Effects of accepting the Offer**

By accepting the Offer, the relevant Shareholders will sell their Shares to the Offeror free from all liens, claims, charges, encumbrances, rights of pre-emption and any third party rights of any nature and together with all rights attached to them, including but not limited to the right to receive all dividends and distributions declared, made or paid, if any, on or after the date the Offer is made, being the date of despatch of the Composite Document. The Company confirms that as at the date of this joint announcement, (i) it has not declared any dividend, the record date of which falls before the expected date of despatch of the Composite Document and which is not paid; (ii) it has not declared any dividend, the record date of which falls on or after the expected date of despatch of the Composite Document; and (iii) it does not have any intention to make, declare or pay any future dividend/make other distributions after the close of the Offer.

Acceptances of the Offer shall be irrevocable and not capable of being withdrawn, excepted as permitted under the Takeovers Code.

## **Stamp duty**

Seller's ad valorem stamp duty payable by the Shareholders who accept the Offer and calculated at a rate of 0.10% of (i) the market value of the Shares; or (ii) the consideration payable by the Offeror in respect of the relevant acceptances of the Offer, whichever is higher, will be deducted from the amount payable by the Offeror to such person on acceptance of the Offer.

The Offeror will arrange for payment of the seller's ad valorem stamp duty on behalf of the Shareholders who accept the Offer and will pay the buyer's ad valorem stamp duty in connection with the acceptance of the Offer and the transfer of the Offer Shares in accordance with the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).

## **Settlement**

Settlement of the considerations for the Offer Shares will be made in cash as soon as possible but in any event no later than seven (7) business days (as defined in the Takeovers Code) after the date on which the relevant documents of title are received by or on behalf of the Offeror (or its agent) to render each such acceptance complete and valid.

## **Taxation advice**

Independent Shareholders are recommended to consult their own professional advisers if they are in any doubt as to the taxation implications of accepting or rejecting the Offer. None of the Offeror, parties acting in concert with it, the Company, Nuada, GEO Securities,

Sorrento Capital Limited, Proton Capital, and (as the case may be) their respective ultimate beneficial owners, directors, officers, agents or associates, professional advisors or any other person involved in the Offer accepts responsibility for any taxation effects on, or liabilities of, any persons as a result of their acceptance or rejection of the Offer.

### **Overseas Shareholders**

The availability of the Offer to persons who are not residents in Hong Kong may be affected by the applicable laws of the relevant jurisdiction in which they are residents. Overseas Shareholders who are citizens, residents or nationals of a jurisdiction outside Hong Kong should observe any applicable legal or regulatory requirements in their own jurisdictions and, where necessary, seek their own legal advice. It is the responsibility of the Overseas Shareholders who wish to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdictions in connection with the acceptance of the Offer (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due by such Overseas Shareholders in respect of such jurisdictions).

Any acceptance of any Overseas Shareholders will be deemed to constitute a representation and warranty from such Overseas Shareholders to the Offeror that the local laws and requirements have been complied with. The Overseas Shareholders should consult their professional advisers if in doubt.

### **DEALING AND INTERESTS IN THE COMPANY'S SECURITIES**

Save for the acquisition of the Sale Shares under the Sale and Purchase Agreement, none of the Offeror, Mr. Chen and parties acting in concert with any of them had dealt in any Shares, convertible securities, warrants or options of the Company or any derivatives in respect of relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company during the six months prior to the date of this joint announcement and up to and including the date of this joint announcement.

## **OTHER ARRANGEMENT**

The Offeror confirms that, as at the date of this joint announcement:

- (i) save for a total of 65,410,466 Shares, none of the Offeror, its ultimate beneficial owner and/or parties acting in concert with any of them owns or has control or direction over any voting rights or rights over the Shares, options, derivatives, warrants or other securities convertible into Shares;
- (ii) none of the Offeror, its ultimate beneficial owner and parties acting in concert with any of them has borrowed or lent any relevant securities (as defined under Note 4 to Rule 22 of the Takeovers Code) of the Company;
- (iii) there is no outstanding derivative in respect of securities in the Company which is owned, controlled or directed by, or has been entered into by the Offeror, its ultimate beneficial owner and/or parties acting in concert with any of them;
- (iv) save for the Sale and Purchase Agreement and the Share Pledge, there is no arrangement (whether by way of option, indemnity or otherwise) of the kind referred to in Note 8 to Rule 22 of the Takeovers Code in relation to shares of the Company or the shares of the Offeror and which might be material to the Offer;
- (v) there is no agreement or arrangement to which the Offeror, its ultimate beneficial owner and/or any of the parties acting in concert with any of them is a party which relates to circumstances in which it may or may not invoke or seek to invoke a precondition or a condition to the Offer;
- (vi) none of the Offeror, its ultimate beneficial owner and parties acting in concert with any of them has received any irrevocable commitment(s) to accept or reject the Offer;
- (vii) apart from the consideration payable by the Offeror under the Sale and Purchase Agreement, there is no other consideration, compensation or benefits in whatever form paid or to be paid by the Offeror, Mr. Chen or any parties acting in concert with any of them (other than the Vendors) to the Vendors, its ultimate beneficial owners (where applicable) and any party acting in concert with any of them in connection with the sale and purchase of the Sale Shares under the Sale and Purchase Agreement;

- (viii) there was no agreement, arrangement or understanding that any securities acquired in pursuance of the Offer would be transferred, charged or pledged to any other persons;
- (ix) save for the Sale and Purchase Agreement and the Share Pledge, there is no agreement, arrangement or understanding (including any compensation arrangement) between the Offeror, Mr. Chen or any person acting in concert with any of them (including Mr. Lam , Ms. Li Shuang and Mr. Kao Jung in their capacity as the ultimate beneficial owners of Vendor A) and any of the Directors (including Mr. Lam, Ms. Li Shuang and Mr. Kao Jung in their capacity as the executive Directors), recent directors of the Company, Shareholders or recent shareholders of the Company having any connection with or dependence upon the Offer;
- (x) no benefit (other than statutory compensation) was or would be given to any Director as compensation for loss of office or otherwise in connection with the Offer;
- (xi) save for the Sale and Purchase Agreement and the Share Pledge, there is no understanding, arrangement, agreement or special deal (as defined under Rule 25 of the Takeovers Code) between the Offeror, its ultimate beneficial owner and/or parties acting in concert with any of them (other than the Vendors) on one hand, and the Vendors and/or parties acting in concert with any of them (other than the Offeror) on the other hand; and
- (xii) save for the Sale and Purchase Agreement and the Share Pledge, there is no understanding, arrangement or agreement or special deal (as defined under Rule 25 of the Takeover Code) between (1) any Shareholder; and (2)(a) the Offeror, Mr. Chen and parties acting in concert with any of them or (2)(b) the Company, its subsidiaries or associated companies.

## **INFORMATION ON THE GROUP**

The Company is an exempt company incorporated in the Cayman Islands with limited liability on 27 April 2017. The Group is principally engaged in the provision of general printing service and trading of printing equipment and consumables.

## FINANCIAL INFORMATION OF THE GROUP

Set out below is a summary of the financial information of the Group for (i) each of the three financial years ended 31 March 2023, 2024 and 2025 as extracted from the annual reports of the Company for the years ended 31 March 2023, 2024 and 2025; and (ii) the six months ended 30 September 2025 as extracted from the interim report of the Company for the six months ended 30 September 2025:

	For the year ended 31 March			For the six months ended 30 September	
	2025	2024	2023	2025	2024
	<i>(approximately</i>	<i>(approximately</i>	<i>(approximately</i>	<i>(approximately</i>	<i>(approximately</i>
	<i>HK\$'000)</i>	<i>HK\$'000)</i>	<i>HK\$'000)</i>	<i>HK\$'000)</i>	<i>HK\$'000)</i>
	<i>(audited)</i>	<i>(audited)</i>	<i>(audited)</i>	<i>(unaudited)</i>	<i>(unaudited)</i>
Revenue	163,862	69,930	95,474	106,046	123,102
Profit/(loss) before taxation	1,886	(29,497)	(20,440)	3,332	4,019
Profit/(loss) and total comprehensive income for the year/period attributable to the equity holders of the Company	548	(28,437)	(20,503)	3,429	2,952

As disclosed in the interim report of the Company for the six months ended 30 September 2025, the unaudited condensed consolidated net assets of the Company as at 30 September 2025 was approximately HK\$11.18 million.

Further financial information of the Group will be set out in the Composite Document to be despatched to the Shareholders.

## INFORMATION OF THE OFFEROR

The Offeror is incorporated in the British Virgin Islands on 13 January 2026 with limited liability, and is an investment holding company for the sole purpose of making the Offer and holding the Shares. The Offeror is wholly and beneficially owned by Mr. Chen. The sole director of the Offeror is Mr. Chen.

Mr. Chen, aged 60, holds a college diploma in Economic Management from Jiangxi Economic Management Cadre College, which he completed in July 2005, and also completed executive business management training at China Europe International Business School in 2001. He is a seasoned entrepreneur who has founded and led multiple enterprises across diverse sectors in the PRC. Mr. Chen founded 江西飛環包裝有限公司 (Jiangxi Feihuan Packaging Co., Ltd.\*) in 1988, which is an adhesive tape and packaging enterprise, and served as its general manager until 1999. In 1999, he pivoted to the digital economy by establishing 北京國彩諮詢有限公司 (Beijing Guocai Consulting Co., Ltd.\*), where he served as General Manager until 2006. In 2007, he joined 亞博科技控股有限公司 (Yabo Technology Holdings Limited\*), and remained as the chief operation officer until 2012. In 2008, he founded 名品世家酒業連鎖股份有限公司 (Mingpin Shijia Wine Chain Co., Ltd.\*), a comprehensive wine franchise chain, where he currently serves as its chairman.

Notwithstanding that Mr. Chen's background and experience may not directly correlate with the Company's principal business, Mr. Chen has management experience, network and business connections in the PRC. By means of leveraging his extensive expertise in business operations, Mr. Chen intends to explore new industry sectors through strategic investments. Therefore, Mr. Chen considers that the acquisition of the Sale Shares presents a compelling investment opportunity.

## **INTENTIONS OF THE OFFEROR IN RELATION TO THE GROUP**

It is the Offeror's intention to further consolidate its interest in the Company pursuant to the Offer. The Offeror and Mr. Chen have no intention to introduce major changes to the existing business of the Group, including any redeployment of fixed assets other than those in its ordinary course of business. The intention of the Offeror and Mr. Chen is that the Company's existing principal activities will be maintained, and at the same time after completion of the Offer, the Offeror and Mr. Chen will assist the Company in reviewing its business and operations and seek for new investment opportunities.

Save for the proposed change(s) to the composition of the Board as mentioned below, the Offeror and Mr. Chen will, depending on the business operations and development of the Group in the future, constantly review the employee structure of the Group so as to meet the needs of the Group from time to time. The Offeror and Mr. Chen have no intention to (i) discontinue the employment of any employees of the Group; or (ii) redeploy the fixed assets of the Company other than those in its ordinary and usual course of business.

## **PROPOSED CHANGES TO THE COMPOSITION OF THE BOARD**

As at the date of this joint announcement, the executive Directors are Mr. Lam, Ms. Li Shuang, Mr. Kao Jung, Mr. Li Zhenwu and Mr. Wong Chun Kwok and the independent non-executive Directors are Mr. Lau Jing Yeung William, Mr. Ho Kar Ming and Ms. So Shuk Wan.

The Offeror intends that the following Directors shall remain in office and continue to perform their respective roles and responsibilities for at least 24 months after the date of the Sale and Purchase Agreement:

- (i) Mr. Wong Chun Kwok (currently serving as executive Director), who shall remain in such role; and
- (ii) Mr. Lau Jing Yeung William (currently serving as independent non-executive Director and chairman of the Company's audit committee), who shall remain in such roles.

The Offeror also intends to nominate new Directors to the Board with effect from the time permitted under the Takeovers Code and any such appointment will be made in compliance with the Takeovers Code and the GEM Listing Rules. As at the date of this joint announcement, the Offeror has not decided on the candidates to be nominated. Further announcement(s) will be made by the Company regarding changes in the Board composition as and when appropriate.

Any changes to the members of the Board will be made in compliance with the Takeovers Code and the GEM Listing Rules.

## **PUBLIC FLOAT AND MAINTAINING THE GEM LISTING STATUS OF THE COMPANY**

Pursuant to the GEM Listing Rules, the Stock Exchange has stated that:

- (a) if, at the close of the Offer, less than the minimum prescribed percentage applicable to the Company, being 25% of the issued Shares (excluding treasury Shares), are held by the public, or if the Stock Exchange believes that:
  - a false market exists or may exist in the trading of the Shares; or
  - an orderly market does not exist or may not exist;

it will consider exercising its discretion to suspend dealings in the Shares; and

(b) if, at the close of the Offer, the Company has a Significant Public Float Shortfall (as defined in Rule 17.37F of the GEM Listing Rules), then:

- the Stock Exchange will add a designated marker to the stock name of the listed Shares; and
- the Stock Exchange will cancel the listing of the Shares if the Company fails to re-comply with Rule 17.37B of the GEM Listing Rules for a continuous period of 12 months from the commencement of the Significant Public Float Shortfall.

The Offeror intends the Company to remain listed on the Stock Exchange following the close of the Offer. The Offeror, the sole director of the Offeror, the Directors at close of the Offer (including Mr. Wong Chun Kwok, Mr. Lau Jing Yeung William) and the new Director(s) to be nominated by the Offeror and are appointed as Director(s) at the close of the Offer will jointly and severally undertake to the Stock Exchange that if, at the close of the Offer, the Company fails to comply with the requirement of Rule 17.37B of the GEM Listing Rules, they will take appropriate steps to ensure the Company's compliance with Rule 17.37B at the earliest possible moment.

Therefore, it should be noted that upon close of the Offer, there may be insufficient public float of the Shares and the trading in the Shares may be suspended until sufficient public float exists for the Shares.

The Company will make an application to the Stock Exchange for a temporary waiver from strict compliance with Rule 11.23(7) of the GEM Listing Rules in case less than 25% of the issued share capital of the Company will be held by the public upon the close of the Offer. Appropriate steps will be taken to ensure public float will be restored as soon as possible after the close of the Offer.

Further announcement(s) regarding the restoration of public float will be made by the Company as and when appropriate.

## SHAREHOLDING STRUCTURE OF THE COMPANY

The shareholding structure of the Company (i) immediately before Completion; and (ii) immediately after Completion and as at the date of this joint announcement are as follows:

	Immediately before Completion		Immediately after Completion and as at the date of this joint announcement	
	<i>Number of Shares</i>	<i>Approximate percentage of total issued Shares (%)</i>	<i>Number of Shares</i>	<i>Approximate percentage of total issued Shares (%)</i>
<b>The Offeror, Mr. Chen and parties acting in concert with any of them</b>				
The Offeror ( <i>Note 1</i> )	–	–	65,410,466	65.54
The Vendors ( <i>Notes 1, 2 &amp; 3</i> )				
New Metro	59,335,826	59.45	–	–
Mr. Chau	1,654,640	1.66	–	–
Mr. Hsu	4,420,000	4.43	–	–
	<hr/>	<hr/>	<hr/>	<hr/>
<b>Sub-total</b>	65,410,466	65.54	65,410,466	65.54
Public Shareholders	34,389,534	34.46	34,389,534	34.46
	<hr/>	<hr/>	<hr/>	<hr/>
<b>Total</b>	<b>99,800,000</b>	<b>100.00</b>	<b>99,800,000</b>	<b>100.00</b>
	<hr/>	<hr/>	<hr/>	<hr/>

*Notes:*

1. Since the Balance of Consideration will be settled after Completion, the Vendors are presumed to be acting in concert with the Offeror under class (9) of the definition of “acting in concert” under the Takeovers Code until full repayment of the Promissory Note by the Offeror.
2. New Metro is beneficially owned as to 85% by Mr. Lam, 10% by Ms. Li Shuang (an executive Director) and 5% by Mr. Kao Jung (an executive Director). Under the SFO, Mr. Lam is deemed to be interested in the 59,335,826 Shares which New Metro beneficially holds.
3. New Metro, Mr. Lam, Mr. Chau and Mr. Hsu (collectively the “**Concerted Controlling Shareholders**”), entered into a deed of acting in concert undertaking dated 4 April 2022 (the “**Deed of Acting in Concert Undertaking**”) around the time of the mandatory unconditional cash offer by New Metro to acquire all the issued Shares (other than those already owned and/or agreed to be acquired by New Metro and parties acting in concert with it) in 2022. Pursuant to the Deed of Acting in Concert Undertaking, each of New Metro, Mr. Lam, Mr. Chau and Mr. Hsu is deemed to be interested in the Shares held by the others. The Concerted Controlling Shareholders are each interested in 65,410,466 Shares. For details on the background of the Deed of Acting in Concert Undertaking, please refer to the announcement dated 6 April 2022, the composite document dated 27 April 2022 and announcement dated 20 May 2022 jointly issued by the Company and New Metro.

## **GENERAL**

### **Establishment of the Independent Board Committee**

Pursuant to Rule 2.1 of the Takeovers Code, a board which receives an offer or which is approached with a view to an offer being made, must, in the interests of shareholders, establish an independent committee of the board to make a recommendation (i) as to whether the offer is, or is not, fair and reasonable; and (ii) as to acceptance.

The Company has established the Independent Board Committee comprising all independent non-executive Directors, namely Mr. Lau Jing Yeung William, Mr. Ho Kar Ming and Ms. So Shuk Wan, all of whom have no direct or indirect interest in the Offer, to advise the Independent Shareholders in relation to the Offer and in particular as to whether the Offer is, or is not, fair and reasonable and as to the acceptance of the Offer.

### **Appointment of the Independent Financial Adviser**

Pursuant to Rule 2.1 of the Takeovers Code, Proton Capital has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in connection with the Offer and in particular as to whether the Offer is, or is not, fair and reasonable and as to acceptance. Such appointment has been approved by the Independent Board Committee.

## **Despatch of Composite Document**

It is the intention of the Offeror and the Board to combine the offer document with the offeree board circular from the Company into the Composite Document. In accordance with Rule 8.2 of the Takeovers Code, the Composite Document containing, among other things: (i) details of the Offer (including the expected timetable and terms of the Offer); (ii) a letter of advice from the Independent Board Committee to the Independent Shareholders in relation to the Offer; and (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in relation to the Offer, together with the relevant form of acceptance and transfer, is required to be despatched to the Shareholders no later than 21 days after the date of this joint announcement or such later date as the Executive may approve. It is expected that the Composite Document will be despatched on or before 2 March 2026 in compliance with the Takeovers Code.

Further announcement(s) regarding the despatch of the Composite Document will be made by the Offeror and the Company as and when appropriate.

## **DEALINGS DISCLOSURE**

In accordance with Rule 3.8 of the Takeovers Code, the associates of the Company and the Offeror (including persons holding 5% or more of a class of relevant securities issued by the Company) are hereby reminded to disclose their dealings in any securities of the Company pursuant to Rule 22 of the Takeovers Code. In accordance with Rule 3.8 of the Takeovers Code, the full text of Note 11 to Rule 22 of the Takeovers Code is reproduced below:

### ***“Responsibilities of stockbrokers, banks and other intermediaries***

*Stockbrokers, banks and others who deal in relevant securities on behalf of clients have a general duty to ensure, so far as they are able, that those clients are aware of the disclosure obligations attaching to associates of an offeror or the offeree company and other persons under Rule 22 of the Takeovers Code and that those clients are willing to comply with them. Principal traders and dealers who deal directly with investors should, in appropriate cases, likewise draw attention to the relevant rules of the Takeovers Code. However, this does not apply when the total value of dealings (excluding stamp duty and commission) in any relevant security undertaken for a client during any 7 day period is less than HK\$1 million.*

*This dispensation does not alter the obligation of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved.*

*Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation.”*

## **WARNING**

**The Directors make no recommendation as to the fairness or reasonableness of the Offer or as to the acceptance of the Offer in this joint announcement, and strongly recommend the Independent Shareholders not to form a view on the Offer unless and until they have received and read the Composite Document, including the recommendation of the Independent Board Committee to the Independent Shareholders in respect of the Offer and the letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders.**

**Shareholders and potential investors are advised to exercise caution when dealing in the Shares, and if they are in any doubt about their position, they should consult their professional advisers.**

## **DEFINITIONS**

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

“acting in concert”	has the meaning ascribed thereto under the Takeovers Code
“associates”	has the meaning ascribed thereto under the Takeovers Code
“Balance of Consideration”	the sum payable by the Offeror to the Vendors, being HK\$17,893,663.10, by issue of the Promissory Note and such amount shall be repaid on or before the date falling five (5) months after the date of the Sale and Purchase Agreement pursuant to the terms of the Sale and Purchase Agreement and the Promissory Note as more particularly described in this joint announcement

“Board”	the board of the Directors
“Company”	Universe Printshop Holdings Limited, an exempted company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on GEM (stock code: 8448)
“Completion”	completion of the Sale and Purchase Agreement in accordance with its terms and conditions
“Completion Date”	the date of Completion, i.e. 9 February 2026
“Composite Document”	the composite document to be issued jointly by the Offeror and the Company in relation to the Offer in accordance with the Takeovers Code and the GEM Listing Rules
“Director(s)”	the director(s) of the Company
“Executive”	the Executive Director of the Corporate Finance Division of the SFC and any delegate of the Executive Director
“GEM”	GEM operated by the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM of the Stock Exchange
“GEO Securities”	GEO Securities Limited, a company incorporated in Hong Kong which is a licensed corporation permitted to carry out Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the SFO, the agent making the Offer on behalf of the Offeror
“Group”	the Company and its subsidiaries from time to time
“Hong Kong”	Hong Kong Special Administrative Region of the PRC

“Independent Board Committee”	the independent board committee of the Company, comprising all independent non-executive Directors, namely Mr. Lau Jing Yeung William, Mr. Ho Kar Ming and Ms. So Shuk Wan, established for the purpose of making a recommendation to the Independent Shareholders in relation to the Offer
“Independent Financial Adviser” or “Proton Capital”	Proton Capital Limited, a corporation licensed by the SFC to carry out Type 6 (advising on corporate finance) regulated activity under the SFO, being the independent financial adviser appointed by the Company, with the approval of the Independent Board Committee, to advise the Independent Board Committee and the Independent Shareholders in connection with the Offer
“Independent Shareholder(s)”	the Shareholder(s), other than the Offeror, Mr. Chen and parties acting in concert with any of them
“Last Trading Day”	9 February 2026, being the last trading day immediately prior to the release of this joint announcement
“Mr. Chen”	Mr. Chen Minghui, who is the sole director and sole shareholder of the Offeror
“Mr. Lam”	Mr. Lam Shing Tai, an executive Director and the chairman of the Board
“Nuada”	Nuada Limited, a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activities under the SFO, being the financial adviser to the Offeror in respect of the Offer
“Offer”	the mandatory unconditional cash offer to be made by GEO Securities for and on behalf of the Offeror to acquire the Offer Shares on the terms and conditions set out in this joint announcement and in compliance with the Takeovers Code
“Offer Price”	the price at which the Offer will be made, being HK\$0.35 per Offer Share

“Offer Share(s)”	any and all of the issued Share(s), other than those Shares already owned by or agreed to be acquired by the Offeror, Mr. Chen and parties acting in concert with any of them
“Offeror”	Digital Intelligence Holdings Limited, a company incorporated in the British Virgin Islands, which is wholly and beneficially owned by Mr. Chen as at the date of this joint announcement
“Overseas Shareholders”	the Independent Shareholder(s) whose address(es), as shown on the register of members of the Company, is/are outside Hong Kong
“PRC”	The People’s Republic of China
“Promissory Note”	the promissory note dated 9 February 2026 in the total principal sum of HK\$17,893,663.10 executed and issued on Completion by the Offeror in favour of the Vendors regarding the Offeror's obligation to pay the Balance of Consideration
“Sale and Purchase Agreement”	the sale and purchase agreement dated 9 February 2026 and entered into between the Offeror (as purchaser) and the Vendors (as vendors) in relation to the sale and purchase of the Sale Shares
“Sale Shares”	an aggregate of 65,410,466 Shares acquired by the Offeror from the Vendors pursuant to the Sale and Purchase Agreement
“SFC”	the Securities and Futures Commission of Hong Kong
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the issued Share(s)

“Share Pledge”	the share pledge agreement dated 9 February 2026 executed by the Offeror in favour of the Vendors in respect to the pledge of the Sale Shares as security for the repayment of Promissory Note together with any all reasonable costs and expenses properly incurred in enforcing or preserving the security created
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	The Hong Kong Code on Takeovers and Mergers
“Vendor A” or “New Metro”	New Metro Inc., a company incorporated in the British Virgin Islands with limited liability and is beneficially owned as to 85% by Mr. Lam (the chairman of the Board and an executive Director), 10% by Ms. Li Shuang (an executive Director) and 5% by Mr. Kao Jung (an executive Director), which was the beneficial owner of 59,335,826 Sale Shares immediately before the Completion
“Vendor B” or “Mr. Hsu”	Mr. Hsu Ching Loi, who was the beneficial owner of 4,420,000 Sale Shares immediately before the Completion
“Vendor C” or “Mr. Chau”	Mr. Chau Man Keung, who was the beneficial owner of 1,654,640 Sale Shares immediately before the Completion
“Vendors”	Vendor A, Vendor B and Vendor C
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent

By order of the Board  
**Digital Intelligence Holdings Limited**  
**Chen Minghui**  
*Sole Director*

By order of the Board  
**Universe Printshop Holdings Limited**  
**Wong Chun Kwok**  
*Executive Director*

Hong Kong, 9 February 2026

*As at the date of this joint announcement, the executive Directors are Mr. Lam Shing Tai, Ms. Li Shuang, Mr. Kao Jung, Mr. Li Zhenwu and Mr. Wong Chun Kwok and the independent non-executive Directors are Mr. Lau Jing Yeung William, Mr. Ho Kar Ming and Ms. So Shuk Wan.*

*The Directors jointly and severally accept full responsibility for the accuracy of the information (other than that relating to the Offeror, Mr. Chen and parties acting in concert with any of them (excluding the Vendors)) contained in this joint announcement and confirm, having made all reasonable inquiries, that to the best of their knowledge, opinions expressed (other than those expressed by the sole director of the Offeror) in this joint announcement have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement, the omission of which would make any statement in this joint announcement misleading.*

*As at the date of this joint announcement, Mr. Chen Minghui is the sole director of the Offeror.*

*The sole director of the Offeror accepts full responsibility for the accuracy of the information contained in this joint announcement (other than the information relating to the Group), and confirms, having made all reasonable inquiries, that to the best of his knowledge, opinions expressed in this joint announcement (other than opinions expressed by the Directors) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement the omission of which would make any statement in this joint announcement misleading.*

*This joint announcement will remain on the “Latest Listed Company Information” page of the website of the Stock Exchange of Hong Kong Limited at [www.hkexnews.hk](http://www.hkexnews.hk) for at least 7 days from the date of its publication and on the website of the Company at [www.uprintshop.com](http://www.uprintshop.com).*

*\* For identification only*