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Data Union Capital International Holdings Group Limited
數盟資本國際控股集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8375)

CONTINUING CONNECTED TRANSACTION
MASTER SALES AGREEMENT

MASTER SALES AGREEMENT

The Board announces that, on 22 May 2026, after arm's length negotiations between the parties, Decheng, an indirect wholly owned subsidiary of the Company, entered into the Master Sales Agreement with the Purchaser, in relation to the sales of electronic components and hardware products by Decheng to the Purchaser, which shall be effective for the period from the Effective Date to 31 December 2028, both days inclusive.

GEM LISTING RULES IMPLICATIONS

As at the date of this announcement: (a) Ms. Wang is a director of Zentron, an indirect wholly owned subsidiary of the Company which in turn holds the entire issued share capital of Decheng; and (b) the Purchaser is owned as to 40.0% by Ms. Guo, the mother of Ms. Wang, as to 35.0% by Mr. Wang, the father of Ms. Wang, as to 5.0% by Zhengben Qingyuan, a limited partnership established under the laws of the PRC of which Ms. Guo and Mr. Wang collectively hold 100.0% of the equity interest and Ms. Guo is the managing partner, and as to 5% by Mr. Guo Peng, the brother of Ms. Guo and maternal uncle of Ms. Wang, such that (i) the family members of Ms. Wang collectively control 80.0% of the voting rights of the Purchaser and (ii) the family members and relative(s) of Ms. Wang collectively control 85.0% of the voting rights of the Purchaser. Accordingly, the Purchaser, being a majority-controlled company held by the family members of Ms. Wang, is an associate of Ms. Wang and hence a connected person of the Company at the subsidiary level, such that the entry into the Master Sales Agreement constitutes a continuing connected transaction of the Company under Chapter 20 of the GEM Listing Rules.

Given that: (a) the Purchaser is a connected person of the Company at the subsidiary level; (b) the Board has approved the Master Sales Agreement; and (c) the independent non-executive Directors have confirmed that (i) the terms of the Master Sales Agreement are fair and reasonable, (ii) the Master Sales Agreement and the transactions contemplated thereunder are on normal commercial terms or better based on arm's length negotiations between the parties and have been entered into in the ordinary and usual course of business of the Group, and (iii) the entry into the Master Sales Agreement and the transactions contemplated thereunder is in the interests of the Company and the Shareholders as a whole, pursuant to Rule 20.99 of the GEM Listing Rules, the Master Sales Agreement is subject to the annual review, reporting and announcement requirements but exempted from circular, and shareholders' approval and the independent financial advice requirements under Chapter 20 of the GEM Listing Rules.

MASTER SALES AGREEMENT

On 22 May 2026, after arm's length negotiations between the parties, Decheng, an indirect wholly owned subsidiary of the Company, entered into the Master Sales Agreement with the Purchaser, in relation to the sales of electronic components and hardware products by Decheng to the Purchaser, which shall be effective for the period from the Effective Date to 31 December 2028, both days inclusive.

A summary of the principal terms of the Master Sales Agreement is set out below:

Date:	22 May 2026
Parties:	(1) Decheng; and (2) the Purchaser
Term:	The Master Sales Agreement shall be effective for the period from the Effective Date to 31 December 2028, both days inclusive, which may be renewed by mutual written agreement and subject to requirements under the GEM Listing Rules and other applicable laws and regulations.
Subject matters:	Decheng agreed to sell, and the Purchaser agreed to purchase, electronic components and hardware products manufactured or procured by Decheng, including but not limited to integrated circuits, semi-conductors (such as diodes and transistors), charging devices, LED lighting products and LED monitors and display screens (collectively, the "**Products**"), pursuant to the terms and conditions of the Master Sales Agreement and the specific purchase orders to be entered into between Decheng and the Purchaser. The transactions to be carried out between the parties under the Master Sales Agreement shall be subject to the Annual Caps as set out below in this announcement.

Decheng will also provide, on a complimentary basis, value-added services to the Purchaser in connection with its purchase of the Products, including performing assessment of the relevant suppliers and manufacturers, order tracking, after-sales services and provision of monthly or quarterly statements containing records and analysis of data relating to purchases made by the Purchaser under the Master Sales Agreement.

Pricing and other key terms and conditions: The prices of the Products, manner of payment, specification, price, quantity, delivery date in relation to the sale and purchase of the Products shall be determined in the specific purchase orders, provided that the sale and purchase of the Products shall be conducted on normal and commercial terms after arm's length negotiations between the parties with reference to, among other things, the then prevailing conditions (including the market prices of comparable products) and the Group's pricing policy.

Pricing policy: Decheng will determine the selling prices of the Products required by the Purchaser according to the Group's pricing policy, which shall take into account, among other things, the prevailing market prices of comparable products, costs of manufacture or procurement and the profit margin to be derived and the order size. The prices offered by Decheng to the Purchaser shall not be lower than those offered by the Group to other customers who are Independent Third Parties for the same or similar goods and sale volume.

Payment terms: The payment terms for the sale and purchase of the Products as set out in the specific purchase orders shall will be determined after arm's length negotiations between the parties. The purchase price shall be settled by the Purchaser within 30 to 45 days after the date of issue of the invoice or date of confirmation of delivery of the Products purchased, as the case may be, in accordance with the product sales policy of the Group.

Intellectual property: All intellectual property rights in or to the Products shall remain the sole property of Decheng or its licensors.

Decheng shall grant to the Purchaser a non-exclusive licence in respect of the use of the Group's logo(s) and images and/or design of the Products solely in connection with the resale of the Products by the Purchaser.

ANNUAL CAPS

The Annual Caps for the amounts of sales revenues anticipated to be received by the Group from the Purchaser under the sale and purchase transactions contemplated under the Master Sales Agreement for each of the period from the Effective Date to 31 December 2026, the year ending 31 December 2027 and the year ending 31 December 2028, respectively, are set forth below:

For the period from Effective Date to 31 December 2026 *(HK$)*	**For the year ending 31 December 2027** *(HK$)*	**For the year ending 31 December 2028** *(HK$)*
17,100,000	35,910,000	37,700,000

In determining the Annual Caps, the Board has considered, among other things, the following main factors: (a) the anticipated demand of the Purchaser for the Products to be provided by Decheng; (b) the production capacity of the Group and/or the availability of supply of the relevant materials and parts from the suppliers of the Group; and (c) the selling prices of similar products charged by the Group to other customers who are Independent Third Parties.

The Company will continuously monitor the transactions carried out by the Group pursuant to the Master Sales Agreement, including the aggregate values of the transactions, in order to ensure ongoing compliance with the Annual Caps. The Company will also re-comply with the applicable requirements under Chapter 20 of the GEM Listing Rules prior to: (a) any of the Annual Caps being exceeded; or (b) any proposed renewal of the Master Sales Agreement or any material change is made to the terms of the Master Sales Agreement, in accordance with Rule 20.52 of the GEM Listing Rules.

REASONS FOR AND BENEFITS OF ENTERING INTO THE MASTER SALES AGREEMENT

The Company considers that the entry into the Master Sales Agreement is in the interests of the Company and its Shareholders as a whole as the sales of the Products to the Purchaser will increase the sales revenue of the Group and further strengthen the performance of the Group's electronic component and hardware trading business.

The trading of electronic components and hardware products is one of the principal business segments of the Group. With the continuous expansion of product portfolio, sales channels and customer base, it is expected that the Group's electronic component and hardware trading business will be able to maintain a sustainable growth momentum. As the Purchaser Group is principally engaged in, among other things, the development, procurement, sale and distribution of electronic components, hardware and devices in Hong Kong and the PRC, it is believed that the entry into the Master Sales Agreement will enable the Group to leverage the market coverage and logistic distribution capability of the Purchaser Group to expand its end-user customer network and achieve sales growth and while establishing a long-term business relationship with the Purchaser Group.

Based on the above, the Directors (including each of the independent non-executive Directors) are of the view that: (a) the Master Sales Agreement and the transactions contemplated thereunder are on normal commercial terms; (b) the terms of the Master Sales Agreement and the transactions contemplated thereunder, together with the Annual Caps, are fair and reasonable and in the interests of the Company and its Shareholders as a whole; and (c) the Master Sales Agreement and the transactions contemplated thereunder are entered into in the ordinary and usual course of the Group's business.

INTERNAL CONTROL ON PRICING POLICY

The Group has adopted the following policy to monitor and govern the transactions between the Decheng and the Purchaser pursuant to the Master Sales Agreement:

1. The Group shall maintain an updated price list for each type of electronic component and hardware products offered by the Group to its customers (including customers who are Independent Third Parties). Decheng shall make reference to the price list before providing quotation to the Purchaser for the purchase of the Products.

2. The Group shall regularly review, monitor and benchmark the market price of the Products. The Group will compare the selling price of the Products with the set benchmark before the approval of purchaser orders between Decheng and the Purchaser to ensure that the sale and purchase of the Products pursuant to the Master Sales Agreement will be conducted in the interest of the Group.

3. The independent non-executive Directors will conduct annual review on the continuing connected transaction(s) under the Master Sales Agreement to confirm whether such transaction(s) have been entered into: (a) in the ordinary and usual course of business of the Group; (b) on normal commercial terms or better; and (c) in accordance with the agreement(s) governing them on terms that are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

4. The auditors of the Company will conduct annual review on the continuing connected transaction(s) under the Master Sales Agreement to confirm that such transaction(s): (a) have been approved by the Board; (b) were in all material respects, in accordance with the pricing policies of the Group; (c) were entered into, in all material respects, in accordance with the relevant agreement(s) governing them; and (d) have not exceeded the Annual Caps.

The Board (including each of the independent non-executive Directors) considers that the above policy and procedures will effectively ensure that the transaction(s) under the Master Sales Agreement will be conducted on normal commercial terms, in compliance with the requirements of the GEM Listing Rules and not prejudicial to the interests of the Company and the Shareholders.

INFORMATION OF THE PARTIES

Decheng

Decheng is an indirect wholly owned subsidiary of the Company established under the laws of the PRC and is principally engaged in the trading of electronic components and hardware in the PRC.

Purchaser

The Purchaser is a company incorporated with limited liability under the laws of the PRC and its shares are quoted on the NEEQ (NEEQ stock code: 873128). The Purchaser and its subsidiaries are primarily engaged in the development, procurement, sale and distribution of electronic components, hardware and devices in Hong Kong and the PRC.

As at the date of this announcement: the Purchaser is owned as to 40.0% by Ms. Guo, as to 35.0% by Mr. Wang, as to 5.0% by Zhengben Qingyuan, as to 5.0% by Mr. Guo Peng, and as to 15.0% by persons who are Independent Third Parties.

GEM LISTING RULES IMPLICATIONS

As at the date of this announcement: (a) Ms. Wang is a director of Zentron, an indirect wholly owned subsidiary of the Company which in turn holds the entire issued share capital of Decheng; and (b) the Purchaser is owned as to 40.0% by Ms. Guo, the mother of Ms. Wang, as to 35.0% by Mr. Wang, the father of Ms. Wang, as to 5.0% by Zhengben Qingyuan, a limited partnership established under the laws of the PRC of which Ms. Guo and Mr. Wang collectively hold 100.0% of the equity interest and Ms. Guo is the managing partner, and as to 5% by Mr. Guo Peng, the brother of Ms. Guo and maternal uncle of Ms. Wang, such that (i) the family members of Ms. Wang collectively control 80.0% of the voting rights of the Purchaser and (ii) the family members and relative(s) of Ms. Wang collectively control 85.0% of the voting rights of the Purchaser. Accordingly, the Purchaser, being a majority-controlled company held by the family members of Ms. Wang, is an associate of Ms. Wang and hence a connected person of the Company at the subsidiary level, such that the entry into the Master Sales Agreement constitutes a continuing connected transaction of the Company under Chapter 20 of the GEM Listing Rules. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, save as disclosed herein, each of the other shareholders and ultimate beneficial owners of the Purchaser is an Independent Third Party.

Given that: (a) the Purchaser is a connected person of the Company at the subsidiary level; (b) the Board has approved the Master Sales Agreement; and (c) the independent non-executive Directors have confirmed that (i) the terms of the Master Sales Agreement are fair and reasonable, (ii) the Master Sales Agreement and the transactions contemplated thereunder are on normal commercial terms or better based on arm's length negotiations between the parties and have been entered into in the ordinary and usual course of business of the Group, and (iii) the entry into the Master Sales Agreement and the transactions contemplated thereunder is in the interests of the Company and the Shareholders as a whole, pursuant to Rule 20.99 of the GEM Listing Rules, the Master Sales Agreement is subject to the annual review, reporting and announcement requirements but exempted from circular, and shareholders' approval and the independent financial advice requirements under Chapter 20 of the GEM Listing Rules.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, as at the date of this announcement, none of the Directors is materially interested in the Master Sales Agreement and the transactions contemplated thereunder. As such, none of the Directors is required to abstain from voting on the relevant resolutions of the Board in respect of the Master Sales Agreement and the transactions contemplated thereunder.

DEFINITIONS

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

"Annual Cap(s)"	the anticipated aggregate annual value of the transactions contemplated under the Master Sales Agreement for each of the the period from the Effective Date to 31 December 2026, the year ending 31 December 2027 and the year ending 31 December 2028, respectively
"associate"	has the meaning ascribed to it under Rules 20.10 to 20.13 of the GEM Listing Rules
"Board"	the board of Directors
"Company"	Data Union Capital International Holdings Group Limited, a company incorporated with limited liability under the laws of the Cayman Islands and the shares of which are listed on the GEM
"chief executive"	has the meaning ascribed to it under Rule 1.01 of the GEM Listing Rules
"connected person"	has the meaning ascribed to it under Rules 20.07 to 20.09 of the GEM Listing Rules

"connected transaction"	has the meaning ascribed to it under Rules 20.21 to 20.28 of the GEM Listing Rules
"Decheng"	Decheng Innovation (Shenzhen) Technology Co., Ltd.*(德成創新(深圳)科技有限公司), an indirect wholly owned subsidiary of the Company, incorporated under the laws of the PRC
"Directors"	the directors of the Company
"Effective Date"	22 May 2026
"family member"	has the meaning ascribed to it under Rule 20.10(2)(a) of the GEM Listing Rules
"GEM"	the GEM of the Stock Exchange
"GEM Listing Rules"	the Rules Governing the Listing of Securities on the GEM of the Stock Exchange of Hong Kong Limited
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"HK$"	Hong Kong dollar, the lawful currency of Hong Kong
"Independent Third Part(ies)"	independent third party(ies) who is/are not connected person(s) of the Company and is/are independent of and not connected with the Company or the directors, chief executives, substantial shareholders of the Company or any of their respective associates
"majority-controlled company"	has the meaning ascribed to it under Rule 20.06 of the GEM Listing Rules
"Master Sales Agreement"	the master sales agreement entered into between Decheng and the Purchaser on 22 May 2026 in relation to the sale and purchase of electronic components and hardware products, the principal terms of which are set out in this announcement
"Mr. Guo Peng"	Guo Peng(郭鵬), brother of Ms. Guo and maternal uncle of Ms. Wang
"Mr. Wang"	Wang Zhengke(王正克), the father of Ms. Wang
"Ms. Guo"	Guo Hongfang(郭紅芳), the mother of Ms. Wang
"Ms. Wang"	Wang Qianyu(王千羽), a director of Zentron

"NEEQ"	the National Equities Exchange and Quotations*(全國中小企業股份轉讓系統)operated by National Equities Exchange and Quotations Co. Ltd.*(全國中小企業股份轉讓系統有限責任公司)
"PRC"	the People's Republic of China, which, for the purpose of this announcement only, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
"Purchaser"	Guangzhou ZYE Electronic Technology Co., Ltd.*(廣州正業電子科技股份有限公司), a company incorporated under the laws of the PRC and the shares of which are quoted on the NEEQ (NEEQ stock code: 873128)
"Purchaser Group"	the Purchaser and its subsidiaries
"relative"	has the meaning ascribed to it in Rule 20.19(1)(a) of the GEM Listing Rules
"Shareholders"	the shareholders of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"substantial shareholder"	has the meaning ascribed to it under Rule 1.01 of the GEM Listing Rules
"Zentron"	Zentron Electronics Co., Limited(正乾電子有限公司), an indirect wholly owned subsidiary of the Company incorporated under the laws of Hong Kong
"Zhengben Qingyuan"	Guangzhou Zhengben Qingyuan Equity Investment Partnership (Limited Partnership)*(廣州正本清源股權投資合夥企業(有限合夥)), a limited partnership incorporated under the laws of the PRC
"%"	per cent

* *For identification purpose only.*

By Order of the Board
Data Union Capital International Holdings Group Limited
Mai Junhui
Chairman of the Board

Hong Kong, 22 May 2026

As at the date of this announcement, the Board comprises two executive Directors, namely Mr. Mai Junhui (Chairman & Chief Executive Officer) and Mr. Zhong Chuanyong, and three independent non-executive Directors, namely Mr. Deng Kaihong, Mr. Wu Yuantao and Ms. Li Weiwei.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, 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 herein or 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.datauniоncapital.com.