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HATCHER GROUP LIMITED

亦辰集團有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8365)

DISCLOSEABLE TRANSACTION

ACQUISITION OF 51% EQUITY INTEREST IN THE TARGET COMPANY INVOLVING ISSUANCE OF CONSIDERATION SHARES UNDER GENERAL MANDATE

Financial Adviser to the Company



**建泉融資有限公司
VBG Capital Limited**

THE ACQUISITION

The Board is pleased to announce that on 16 July 2026 (after trading hours), the Company entered into the Agreement with the Vendor and the Gaurantor in respect of the Acquisition. Pursuant to the Agreement, the Company has conditionally agreed to acquire, and the Vendor has conditionally agreed to sell, the Sale Shares, representing 51% equity interest in the Target Company, for a Consideration of HK\$10,000,000 payable in 10,000,000 Consideration Shares at the Issue Price of HK\$1 per Consideration Share and the Guarantor has agreed to guarantee the Vendor's obligations under the profit guarantee set out in the Agreement. Upon Completion, the Company will be interested in 51% equity interest in the Target Company, and thus the Target Company will become a direct non-wholly owned subsidiary of the Company, and the financial results of the Target Company will be consolidated into the accounts of the Group.

THE CONSIDERATION SHARES

The Consideration Shares of 10,000,000 new Shares, represent approximately 5.03% of the issued share capital of the Company as of the date of this announcement and approximately 4.79% of the issued share capital of the Company as enlarged by the allotment and issuance of the Consideration Shares.

The Consideration Shares will be allotted and issued pursuant to the General Mandate and shall, when allotted and issued, rank pari passu in all respects with the Shares in issue. An application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the Consideration Shares.

GEM LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio (as defined under Rule 19.07 of the GEM Listing Rules) in respect of the Agreement and the transactions contemplated thereunder exceeds 5% but is less than 25%, the Agreement constitutes a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules and is subject to the reporting and announcement requirements but is exempt from the circular and Shareholders' approval requirements under Chapter 19 of the GEM Listing Rules.

As Completion is subject to the fulfilment or waiver (as the case may be) of the conditions precedent set out in the Agreement, the Acquisition may or may not proceed. Shareholders and potential investors should exercise caution when dealing in the Shares.

THE ACQUISITION

The Board is pleased to announce that on 16 July 2026 (after trading hours), the Company entered into the Agreement with the Vendor and the Guarantor in respect of the Acquisition. Pursuant to the Agreement, the Company has conditionally agreed to acquire, and the Vendor has conditionally agreed to sell, the Sale Shares, representing 51% equity interest in the Target Company, for a Consideration of HK\$10,000,000 payable in 10,000,000 Consideration Shares at the Issue Price of HK\$1 per Consideration Share and the Guarantor has agreed to guarantee the Vendor's obligations under the profit guarantee set out in the Agreement. Upon Completion, the Company will be interested in 51% equity interest in the Target Company, and thus the Target Company will become a direct non-wholly owned subsidiary of the Company, and the financial results of the Target Company will be consolidated into the accounts of the Group.

The principal terms of the Agreement are set out as follows:

Date

16 July 2026 (after trading hours)

Parties to the Agreement

- (i) the Company, as the purchaser;
- (ii) Dr. Tang Wan Hoi, as the Vendor;
- (iii) Eversharp Group Limited, as the Target Company; and

(iv) Ms. Tang Yi Ting Florence, as the Guarantor.

As at the date of this announcement, to the best of the Directors' knowledge, information and belief, after having made all reasonable enquiries, each of the Vendor, the Target Company and the Guarantor and their respective associates are Independent Third Parties.

Assets subject to the Acquisition

Pursuant to the Agreement, the Company has conditionally agreed to acquire, and the Vendor has conditionally agreed to sell, the Sale Shares, representing 51% equity interest in the Target Company.

Consideration

The Consideration for the Acquisition shall be HK\$10,000,000, payable in 10,000,000 Consideration Shares to the Vendor within five Business Days after the Stock Exchange having granted approval for the listing of, and permission to deal in, the Consideration Shares.

The Consideration was arrived at based on normal commercial terms after arm's length negotiation between the Vendor and the Company, taking into account various factors, among others, (i) the Target Company's business prospects; (ii) the protections provided by the profit guarantee, which guarantees the Company an aggregate of HK\$9.18 million; and (iii) the reasons and benefits of the Acquisition as set out under the section headed "REASONS FOR AND BENEFITS OF THE ACQUISITION" in this announcement.

Conditions precedent

Completion is subject to the following conditions being satisfied (or waived, if applicable):

- (a) the Company is satisfied with the due diligence review on the Target Company;
- (b) the Vendor having procured that any and all of the Target Company's shareholder's loan having been paid and settled in full prior to Completion;
- (c) the Stock Exchange having granted approval for the listing of, and permission to deal in, the Consideration Shares;
- (d) there having been no material breach of any of the warranties given by the Vendor under the Agreement; and
- (e) all necessary consents, approvals, authorisations and licences in relation to the transactions contemplated under the Agreement having been obtained.

The Company may waive any of the conditions precedent set out in (a), (b), (d) and (e) above by giving notice in writing to the Vendor.

If any of the conditions above have not been fulfilled (or waived, where applicable) in all respects prior to 16 October 2026, the Agreement shall be terminated automatically and of no further effect.

Consideration Shares

The Consideration Shares of 10,000,000 new Shares represent (a) approximately 5.03% of the total number of Shares in issue as at the date of this announcement; and (b) approximately 4.79% of the enlarged total number of Shares in issue upon Completion (assuming there will be no change to the total number of Shares in issue from the date of this announcement to the Completion Date other than the allotment and issue of the Consideration Shares).

The Consideration Shares will be allotted and issued pursuant to the General Mandate and shall, when allotted and issued, rank pari passu in all respects with the Shares in issue.

An application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the Consideration Shares.

Lock-up of the Consideration Shares

Pursuant to the Agreement, the Vendor undertakes that it will not, at any time during the period of twenty-four months following the issuance of the Consideration Shares, either directly or indirectly transfer, encumber or otherwise dispose of any of the Consideration Shares.

Profit guarantee

The Vendor (or its nominee(s)) guarantees to the Company that the net profit after tax of the Target Company for each of the profit guarantee periods, as stated in the Target Company's audited accounts, shall not be less than the guaranteed net profit as set out below:

- (a) first profit guarantee period, which is from the Completion Date to 30 September 2027, shall be no less than HK\$5,000,000;
- (b) second profit guarantee period, which is from 1 October 2027 to 30 September 2028, shall be no less than HK\$6,000,000; and
- (c) third profit guarantee period, which is from 1 October 2028 to 30 September 2029, shall be no less than HK\$7,000,000.

If the actual net profit after tax of the Target Company for a profit guarantee period is less than the respective guaranteed profit amount for that period, the shortfall shall be calculated as the difference between the guaranteed profit amount and the actual net profit after tax for that period, multiplied by 51% (being the equity interest held by the Company in the Target Company). The Vendor shall pay to the Company a sum equal to the shortfall in cash within two (2) months after the issuance of the audited accounts of the Target Company for the relevant profit guarantee period.

For the avoidance of doubt, if the Target Company incurred a net loss after tax for a profit guarantee period, the shortfall shall be calculated as the guaranteed net profit for that period minus the actual net loss, and thus resulting in a shortfall greater than the guaranteed net profit. The Vendor shall pay to the Company an amount equal to such shortfall multiplied by 51%. The Guarantor has agreed to guarantee the Vendor's obligations under the profit guarantee set out in the Agreement.

Completion and Termination

Completion shall take place on a date within five Business Days of the satisfaction or waiver of the conditions precedent of the Agreement. Completion of the transaction should occur within three months of signing of the Agreement, or such other date as might be agreed in writing between the parties to the Agreement.

The Agreement may be terminated in following circumstances:

- (a) if the Acquisition cannot be completed as a result of the Vendor or its affiliates' conducts, the Company may terminate the Agreement and request the Vendor to return any such amount paid by the Company and an additional amount equal to the Deposit to the Company;
- (b) if the Acquisition cannot be completed as a result of the Company or its affiliates' conducts, or the Company default in the payment of any part of the Consideration (and fail to do so within 15 days of a demand by the Vendor or its affiliates), the Vendor may terminate the Agreement and shall not be required to return the Deposit;

In each case, the defaulting party shall remain liable to the non-defaulting party for the actual losses arising from its breach in accordance with the terms of the Agreement beyond the compensation payable in accordance with the aforementioned provisions.

INFORMATION REGARDING THE PARTIES INVOLVED

The Company

The Company and its subsidiaries principally engage in (i) the licensed business on the provision of corporate finance advisory services and placing and underwriting services; and (ii) the non-licensed business on the provision of environmental, social and governance advisory services, business consultancy services, corporate secretarial services, accounting and taxation services, risk management and internal control advisory services and human resources services in Hong Kong.

The Target Company

The Target Company is a Hong Kong limited liability company, which is principally engaged in the provision of (i) overseas immigration consultancy services; (ii) overseas education consultancy services covering, among others, Australia, the United Kingdom, the United States and Canada; (iii) overseas trust services, including family trusts, education trusts and property trusts; and (iv) overseas investment advisory covering business acquisition and property investment.

Based on the audited financial statements of the Target Company prepared in accordance with the International Financial Reporting Standards (IFRS), its net assets as of 31 March 2024 and 31 March 2025 were approximately HK\$3.3 million and HK\$3.5 million, respectively. Additional audited financial information of the Target Company prepared in accordance with the IFRS for each of the two financial years ended 31 March 2025 are as follows:

	For the year ended 31 March	
	2024	2025
	<i>HK\$'000</i>	<i>HK\$'000</i>
Revenue	4,923	7,034
Net profit before taxation	388	239
Net profit after taxation	388	239

The Vendor

The Vendor is a businessman who established the Target Company in 2018, which is primarily engaged in the provision of professional advisory services to clients, including corporate finance, asset allocation, immigration and education consulting, as well as tax and trust succession planning. As at the date of this announcement, the Vendor holds 100% equity interests in the Target Company and is the father of the Guarantor.

The Guarantor

The Guarantor currently serves as the Chief Operating Officer of the Target Company. She previously worked at a law firm in Sydney and served as an immigration, trust and wealth advisor at Yip, Tse & Tang in Hong Kong. She is a registered licence holder in both Australian and New Zealand migration law and is also a Justice of the Peace in Australia. She is the daughter of the Vendor.

REASONS FOR AND BENEFITS OF THE ACQUISITION

The Company has been actively seeking development opportunities to diversify its business operations and revenue streams. The Directors believe that the Acquisition represents an opportunity for the Group to expand into various consultancy fields, including immigration, overseas education, trust and overseas investment advisory.

The Board considers that the Acquisition will create significant synergies with the Group's current business operations, as the Group's client base includes high-net-worth individuals and families who are also the primary target customers of the Target Company. By integrating the Target Company's expertise in overseas immigration, education, trust and investment advisory across major overseas jurisdictions, the Group would be able to offer a wider range of services to its existing client base, which may in turn create potential cross-selling opportunities for both parties. Similarly, the Target Company's clientele may also generate incremental demand for the Group's financial and advisory offerings, further expanding the Group's revenue base.

The Directors consider that the terms of the Agreement are fair and reasonable and in the interests of the Company and the Shareholders as a whole, having been arrived at after arm's length negotiations between the parties, with the profit guarantee serving as a protection for the Company.

GEM LISTING RULES IMPLICATIONS

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As Completion is subject to the fulfilment or waiver (as the case may be) of the conditions precedent set out in the Agreement, the Acquisition may or may not proceed. Shareholders and potential investors should exercise caution when dealing in the Shares.

DEFINITIONS

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

“Acquisition”	the acquisition of the Sale Shares in accordance with the Agreement
“AGM”	the annual general meeting of the Company held on 9 February 2026
“Agreement”	the share transfer agreement dated 16 July 2026 regarding the Acquisition
“Board”	the board of Directors
“Business Day”	any day on which the Stock Exchange is open for business to deal in securities
“Company”	Hatcher Group Limited, a company incorporated in the Cayman Islands with limited liability whose issued Shares are listed on GEM (Stock Code: 8365)
“Completion”	completion of the Acquisition in accordance with the Agreement
“Completion Date”	being the date of Completion
“Consideration”	the consideration of HK\$10,000,000 for the Acquisition (subject to the profit guarantee as set forth in the Agreement)

“Consideration Share(s)”	10,000,000 new Shares to be allotted and issued to the Vendor (or its nominee(s)) in accordance with the Agreement
“Director(s)”	the director(s) of the Company
“GEM”	GEM operated by the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“General Mandate”	the general mandate granted to the Directors by the Shareholders at the AGM to allot, issue and deal with up to 20% of the issued share capital of the Company as at the date of the AGM (i.e. 39,749,888 Shares)
“Group”	the Company and its subsidiaries
“Guarantor”	Ms. Tang Yi Ting Florence
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Part(ies)”	third party(ies) independent of, and not connected with, the Company and its connected persons
“Issue Price”	HK\$1 per Consideration Share
“Sale Shares”	5,100 ordinary shares, representing 51% of the issued shares in the share capital of the Target Company as at the date of this announcement
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	Eversharp Group Limited, a company incorporated in Hong Kong with limited liability

“Vendor”

Dr. Tang Wan Hoi

“%”

per cent.

By Order of the Board
Hatcher Group Limited
Hui Ringo Wing Kun
Executive Director

Hong Kong, 17 July 2026

As at the date of this announcement, the Directors are:

Executive Directors:

Mr. Li Man Keung Edwin (*Executive Chairman*)

Mr. Hui Ringo Wing Kun

Mr. Yeung Chun Yue David (*Vice Chairman*)

Non-executive Director:

Ms. Chan Hiu Shan

Independent Non-executive Directors:

Mr. William Robert Majcher

Mr. Ho Lik Kwan Luke

Mr. Lau Pak Kin Patric

This announcement, for which the Directors 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 of Hong Kong Limited 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 Stock Exchange’s website at www.hkexnews.hk for at least 7 days from the date of its publication and will be published on the Company’s website at www.hatcher-group.com.

* for identification purpose only