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GET NICE HOLDINGS LIMITED
結好控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 0064)

ANNOUNCEMENT
CONTINUING CONNECTED TRANSACTIONS

Independent Financial Adviser

Nuada Limited

THE CONTINUING CONNECTED TRANSACTIONS

The term of each of the 2022 Broking Services Agreement and 2022 Financing Services Agreement will expire on 14 December 2025. In order to continue such similar Services to Mr. Hung and/or Controlled Companies, the directors of the Company are pleased to announce that on 3 October 2025 (after trading hours), GNS entered into the Agreements with Mr. Hung. Pursuant to each of the Agreements, GNS may (but not obliged to), provide or procure any other company amongst GNFG Group to provide the respective Services to Mr. Hung and/or the Controlled Companies from time to time during the Term, on a non-exclusive basis.

According to the respective terms of the Agreements, GNS reserves the right not to accept any engagement from Mr. Hung and/or any Controlled Company for any Services, in the sole decision of GNS. In addition, upon each and every engagement from Mr. Hung and/or any Controlled Company for Services accepted by GNS during the Term, such Services shall be provided (i) on normal commercial terms; (ii) at the interest rates and other terms no less favourable to GNFG Group than those offered to other customers of GNFG Group who are Independent Third Parties for comparable engagement; and (iii) in accordance with the relevant pricing policies of GNFG Group which may be adjusted from time to time. The provision of the Services shall also be subject to the terms and conditions of the standard client agreements of GNS from time to time.

LISTING RULES IMPLICATION

GN Holdings

As at the date of this announcement, Mr. Hung is deemed to be interested in 319,418,292 ordinary shares of GN Holdings, representing approximately 51.67% of the issued share capital of GN Holdings. Mr. Hung is also an executive director and the chairman of GN Holdings. On the other hand, as at the date of this announcement, GN Holdings wholly owns GNFG, and GNFG wholly owns GNS. As a result of the above, Mr. Hung is a connected person of GN Holdings and the transactions contemplated under each of the Agreements constitute continuing connected transactions for GN Holdings under Chapter 14A of the Listing Rules.

In respect of the Broking Services Agreement, as the applicable percentage ratios of each of the proposed annual caps for Service Fee contemplated thereunder for the Term (for the period ending 31 March 2026, when aggregated with the annual cap under the 2022 Broking Services Agreement for the period from 1 April 2025 up to the commencement of the Term of the Broking Services Agreement) calculated under the Listing Rules are all less than 5% for GN Holdings, the Broking Services Agreement is only subject to the reporting, announcement and annual review requirements and is exempt from the independent shareholders' approval requirements of GN Holdings under Chapter 14A of the Listing Rules.

In respect of the Financing Services Agreement, as one or more of the applicable percentage ratios of the proposed annual caps (for both the Service Fee and the maximum outstanding amount of the margin financing granted) contemplated thereunder for the Term calculated under the Listing Rules exceed 5% for GN Holdings and the aggregate amount exceeds HK$10,000,000, the Financing Services Agreement and the transactions contemplated thereunder is subject to the reporting, announcement, annual review and independent shareholders' approval requirements of GN Holdings under Chapter 14A of the Listing Rules.

GENERAL

GN Holdings IBC has been established to advise the independent shareholders of the Company and Nuada has been appointed by the Company to advise GN Holdings IBC and the independent shareholders of the Company, regarding the Transactions. GN Holdings IBC will formulate their views with respect to the Transactions after obtaining and considering the advice of the Independent Financial Adviser.

An extraordinary general meeting will be convened by the Company for the purpose of, among other things, seeking the approval from their respective independent shareholders regarding the Transactions by way of poll. Mr. Hung and his associates will be required to abstain from voting on the shareholders' resolution(s) of the Company in respect of the Transactions.

A circular of GN Holdings containing, *inter alia*, (a) further details of the Transactions; (b) a letter from GN Holdings IBC to the independent shareholders of GN Holdings in respect of the Transactions; (c) a letter of advice from the Independent Financial Adviser of GN Holdings to GN Holdings IBC and the independent shareholders of GN Holdings in respect of the Transactions; and (d) a notice of the GN Holdings EGM, will be despatched to the shareholders of GN Holdings on or before 27 October 2025.

INTRODUCTION

Pursuant to the 2022 Broking Services Agreement and 2022 Financing Services Agreement, GNS provides the Services to Mr. Hung and/or Controlled Companies in accordance with the terms and conditions thereof for the period from 15 December 2022 to 14 December 2025. The term of these agreements will expire on 14 December 2025. In order for GNS to continue to provide the Services to Mr. Hung and/or Controlled Companies, the directors of the Company are pleased to announce that GNS entered into the Broking Services Agreement and Financing Services Agreement.

PRINCIPAL TERMS OF THE BROKING SERVICES AGREEMENT

Date

3 October 2025

Parties

(i) GNS, as provider of the Broking Services; and

(ii) Mr. Hung, as customer.

Services to be provided

Pursuant to the Broking Services Agreement, GNS may (but not obliged to), upon request from Mr. Hung and/or any Controlled Company, provide or procure any other company amongst GNFG Group to provide the Broking Services to Mr. Hung and/or, as the case may be, the relevant Controlled Company from time to time during the Term, on a non-exclusive basis. The provision of the Broking Services shall be on normal commercial terms, on terms no less favourable to the GNFG Group than those offered to other customers of the GNFG Group who are Independent Third Parties and subject to the terms and conditions of the standard client agreement of GNS from time to time.

Term

The period commencing on 15 December 2025 to and including 14 December 2028.

Service Fee and Pricing standards

The Service Fee for the Broking Services to be provided shall be at rates no less favourable to the GNFG Group than the rates offered to other customers of GNFG Group who are Independent Third Parties for comparable engagement and in accordance with the relevant pricing policy of GNFG Group which may be adjusted from time to time.

The rates charged by GNS to its customers for Broking Services are determined with reference to prevailing market rates and taking into consideration the credit standing of the customer, whether collaterals are given by the customer and the quality of the collaterals. Under the standard client agreement entered into between GNS and Mr. Hung and the pricing policy of GNS, the broking commission rate charged by GNS to Mr. Hung was set at 0.10%, which is comparable to rates offered by GNFG Group to other customers who are Independent Third Parties of similar credit standing, trading record and/or quality of collaterals given. The commission rates to be charged to Mr. Hung and the Controlled Companies will be determined based on the same pricing policies.

Payment terms

According to the standard client agreement of GNS, broking commissions shall be paid on trade date plus two days basis.

ANNUAL CAPS AND HISTORICAL TRANSACTION AMOUNTS UNDER THE 2022 BROKING SERVICES AGREEMENT

The annual caps of the amount of broking commission under the 2022 Broking Services Agreement payable by Mr. Hung and the Controlled Companies to GNFG Group are set out below:

Period	*HK$'000*
From 15 December 2022 to and including 31 March 2023	2,400
For the year ended 31 March 2024	8,000
For the year ended 31 March 2025	8,000
From 1 April 2025 to and including 14 December 2025	5,700

The historical amount of broking commission paid by Mr. Hung and the Controlled Companies to GNFG Group under the 2022 Broking Services Agreement up to 31 August 2025 are set out below:

Period	*HK$'000*
From 15 December 2022 to and including 31 March 2023	106
For the year ended 31 March 2024	330
For the year ended 31 March 2025	234
For the five months ended 31 August 2025	275

PROPOSED ANNUAL CAPS UNDER THE BROKING SERVICES AGREEMENT

The proposed annual caps of the amount of Service Fee under the Broking Services Agreement payable by Mr. Hung and the Controlled Companies to GNFG Group during the Term are set out below:

Period	*HK$'000*
From 15 December 2025 to and including 31 March 2026	2,400
For the year ending 31 March 2027	8,000
For the year ending 31 March 2028	8,000
From 1 April 2028 to and including 14 December 2028	5,700

The above proposed annual caps have been determined after arm's length negotiations between GNS and Mr. Hung, taking into consideration (i) the historical maximum amount of broking commission received by GNS from Mr. Hung and the Controlled Companies within the period of 15 December 2022 to 31 August 2025; (ii) the investment plans and strategies of Mr. Hung and the Controlled Companies; and (iii) a buffer to allow higher flexibility for Mr. Hung and the Controlled Companies to conduct investment activities.

The directors of the Company are of the view that the above proposed annual caps are fair and reasonable and in the interest of the Company and the shareholders of the Company as a whole.

In the event that any of the proposed annual caps is exceeded, the Company will make a further announcement and will comply with the Listing Rules as and when necessary.

PRINCIPAL TERMS OF THE FINANCING SERVICES AGREEMENT

Date

3 October 2025

Parties

(i) GNS, as provider of the Financing Services; and

(ii) Mr. Hung, as customer.

Conditions precedent

The Financing Services Agreement is conditional upon the followings:

(i) the independent shareholders of GN Holdings having approved it by way of poll at the extraordinary general meeting of GN Holdings to be convened in compliance with the Listing Rules; and

(ii) if applicable, all authorisations, approvals, consents, waivers and permits required from all authorities to give effect to it having been granted, received or obtained and not revoked.

If the conditions set out above are not fulfilled on or before 14 December 2025 (or such later date as GNS and Mr. Hung may agree), the Financing Services Agreement shall lapse and be of no further force or effect.

Services to be provided

Pursuant to the Financing Services Agreement, GNS may (but not obliged to), upon request from Mr. Hung and/or any Controlled Company, provide or procure any other company amongst GNFG Group to provide the Financing Services to Mr. Hung and/or, as the case may be, the relevant Controlled Company from time to time during the Term, on a non-exclusive basis. The provision of the Financing Services shall be on normal commercial terms, on terms no less favourable to the GNFG Group than those offered to other customers of the GNFG Group who are Independent Third Parties and subject to the terms and conditions of the standard client agreement of GNS from time to time.

Term

From 15 December 2025 to and including 14 December 2028.

Service Fee and Pricing standards

The Service Fee for the Financing Services to be provided shall be at the rates no less favourable to the GNFG Group than the rates offered to other customers of GNFG Group who are Independent Third Parties of similar credit standing, trading record and/or quality of collaterals given for comparable engagement, in accordance with the relevant pricing policy of GNFG Group which may be adjusted from time to time, subject to the terms and conditions of the standard client agreement of GNS and, subject to the aforesaid, at the annual interest rate of 7.236%.

The interest rates of margin loans currently charged by GNS typically range from 7.236% p.a. to 9.252% p.a. with reference to the Hong Kong dollar prime rate as a base rate plus a markup. Apart from considering the costs of funding available to the Group, such interest rates are determined case-by-case based on the client's financial background, credit standing, and the quality of securities pledged and/or other collaterals given. In general, the margin financing interest rate applicable to the new clients would be set at the highest of the range of 9.252% but such interest rate may be adjusted upwards or downwards in accordance with the abovementioned criteria.

Under the Financing Services Agreement, the margin loan interest rate charged by GNS to Mr. Hung and the Controlled Companies is initially set at 7.236% per annum, which is (i) comparable to rates offered by the Group to other customers who are Independent Third Parties of similar credit standing, trading record and/or quality of collaterals given; and (ii) subject to adjustment according to the pricing policy of GNS from time to time.

GNS determines the grant of margin loans to clients based on the following criteria: (i) investment experience of the client; (ii) investment objective of the client; (iii) financial background of the client; (iv) client's securities collateral maintained and (v) prevailing market conditions. The account executive would propose a margin loan limit for the client based on the above factors for the credit committee's approval. The credit committee will then determine the margin loan limit of the client. For granting of the margin loan limit, where the amount is HK$500,000 or below, it has to be authorized by a credit committee member, where the amount exceeds HK$500,000, it has to be authorized by two credit committee members, and where the amount is larger than HK$5,000,000, it has to be authorized by two credit committee members (including the chief executive officer of the Company).

According to the standard client agreement of GNS, all margin financing advanced to any client must be secured by pledge of listed equity securities acceptable to GNFG Group. GNS advances margin financing to its clients which amounts up to 80% of the value of pledged blue-chip securities (securities of companies listed on the Stock Exchange which are constituents of the Hang Seng Index), and 10% to 80% of the value of other approved securities. The margin financing ratio of each approved stock varies depending on its quality, liquidity and market capitalisation. It is GNFG Group's policy not to provide margin financing for securities listed on the GEM of the Stock Exchange, warrants and A-shares.

The amount of margin loan(s) to be granted to Mr. Hung and/or the relevant Controlled Company(ies) will be determined based on the same policies.

Payment terms

According to the standard client agreement of GNS, the principal amount of the margin financing shall be repayable on demand by GNS and the accrued interest on financing utilized shall be charged on monthly basis.

ANNUAL CAPS FOR AND HISTORICAL AMOUNT OF MARGIN LOAN INTEREST INCOME UNDER THE 2022 FINANCING SERVICES AGREEMENT

The annual caps for the margin loan interest income under the 2022 Financing Services Agreement for Mr. Hung and the Controlled Companies are set out below:

Period	*HK$'000*
From 15 December 2022 to and including 31 March 2023	7,500
For the year ended 31 March 2024	29,000
For the year ended 31 March 2025	29,000
From 1 April 2025 to and including 14 December 2025	22,000

The historical margin loan interest income paid by Mr. Hung and the Controlled Companies to GNFG Group under the 2022 Financing Services Agreement are set out below:

Period	*HK$'000*
From 15 December 2022 to and including 31 March 2023	1,954
For the year ended 31 March 2024	2,389
For the year ended 31 March 2025	14,775
For the five months ended 31 August 2025	4,801

PROPOSED ANNUAL CAPS FOR SERVICE FEE UNDER THE FINANCING SERVICES AGREEMENT

The proposed annual caps for Service Fee under the Financing Services Agreement payable by Mr. Hung and the Controlled Companies during the Term are set out below:

Period	*HK$'000*
From 15 December 2025 to and including 31 March 2026	7,500
For the year ending 31 March 2027	29,000
For the year ending 31 March 2028	29,000
From 1 April 2028 to and including 14 December 2028	22,000

The above proposed annual caps have been determined after arm's length negotiations between GNS and Mr. Hung, taking into consideration (i) the historical margin loan interest paid by Mr. Hung and the Controlled Companies to GNFG Group under the 2022 Financing Services Agreement, with the annual caps of margin financing loan to Mr. Hung and the Controlled Companies under the 2022 Financing Services Agreement being HK$330,000,000; (ii) the proposed maximum outstanding amount of margin financing of HK$330,000,000 under the Financing Services Agreement at all time during the Term; (iii) the margin loan interest rate of 7.236% per annum charged by GNS to Mr. Hung and the Controlled Companies under the 2022 Financing Services Agreement and to be charged by GNS under the Financing Services Agreement which has been arrived at by making reference to the Hong Kong dollar prime rate as mentioned above; and (iv) a buffer to allow any possible rise in margin loan interest rate as a result of the adjustment in the pricing policy of GNFG Group applied to all clients from time to time.

In view that (i) the proposed annual caps for the Service Fee have been determined based on the proposed maximum outstanding amount of margin financing that may be advanced by GNFG Group to Mr. Hung and the Controlled Companies; and (ii) the margin loan interest rate to be charged thereon is no less favourable to GNFG Group than such rate offered to other customers of GNFG Group who are Independent Third Parties as mentioned above, the directors of the Company (excluding the independent non-executive directors of the Company whose views will be given after taking into account the advice from the Independent Financial Adviser) are of the view that the above proposed annual caps for the Service Fee are fair and reasonable and in the interest of the Company and the shareholders of the Company as a whole.

ANNUAL CAPS AND HISTORICAL MAXIMUM OUTSTANDING AMOUNT OF THE FINANCING SERVICES UNDER THE 2022 FINANCING SERVICES AGREEMENT

The annual caps of the margin financing loan under the 2022 Financing Services Agreement to Mr. Hung and the Controlled Companies are set out below:

Period	**Approved margin cap amount** *HK$'000*
From 15 December 2022 to and including 31 March 2023	330,000
For the year ended 31 March 2024	330,000
For the year ended 31 March 2025	330,000
From 1 April 2025 to and including 14 December 2025	330,000

The historical maximum outstanding amount of the margin financing granted by GNFG Group to Mr. Hung and the Controlled Companies under the 2022 Financing Services Agreement are set out below:

Period	**Maximum outstanding amount** *HK$'000*
From 15 December 2022 to and including 31 March 2023	260,219
For the year ended 31 March 2024	109,823
For the year ended 31 March 2025	280,895
For the five months ended 31 August 2025	228,651

PROPOSED ANNUAL CAPS OF FINANCING SERVICES UNDER THE FINANCING SERVICES AGREEMENT

The proposed annual caps of margin financing under the Financing Services Agreement, being the maximum outstanding amount of margin financing at all time, which may be advanced by GNFG Group to Mr. Hung and the Controlled Companies, in aggregate, during the Term are set out below:

Period	**Proposed margin cap amount** *HK$'000*
From 15 December 2025 to and including 31 March 2026	330,000
For the year ending 31 March 2027	330,000
For the year ending 31 March 2028	330,000
From 1 April 2028 to and including 14 December 2028	330,000

The above proposed annual caps have been determined after arm's length negotiations between GNS and Mr. Hung, taking into consideration (i) the historical maximum outstanding amount of the margin financing granted by GNFG Group to Mr. Hung and the Controlled Companies under the 2022 Financing Services Agreement; (ii) the market value of Hong Kong listed securities of approximately HK$1,206.2 million as at 31 August 2025 maintained in the securities account of Mr. Hung with GNS, and the corresponding margin loan value of approximately HK$487.9 million that could then have been applied by GNS therefrom (if it did) as estimated with reference to the policy of GNFG Group; (iii) the investment plans and strategies of Mr. Hung and the Controlled Companies; and (iv) a buffer to allow higher flexibility for Mr. Hung and the Controlled Companies to conduct investment activities.

In view of the above, the directors of the Company (excluding the independent non-executive directors of the Company whose views will be given after taking into account the advice from the Independent Financial Adviser) are of the view that the above proposed annual caps are fair and reasonable and in the interest of the Company and the shareholders of the Company as a whole.

REASONS FOR ENTERING INTO THE AGREEMENTS

GN Holdings is an investment holding company and GN Holdings Group is principally engaged in (i) money lending; (ii) property investment; (iii) investment in financial instruments; (iv) real estate agency; (v) auction business; and (vi) the provision of financial services.

GNFG is an investment holding company and GNFG Group is principally engaged in the provision of financial services including securities dealing and broking, futures and options broking, underwriting and placements, securities margin financing, assets management services and corporate finance services in Hong Kong.

The directors of the Company (in respect of the Financing Services Agreement, excluding the independent non-executive directors of the Company whose views will be given after taking into account the advice from the Independent Financial Adviser) consider that the entering into of the Agreements and the subsequent provision of the Services are in the ordinary and usual course of business of GNFG Group, and can enhance the revenue of GNFG Group and thus that of GN Holdings Group. Furthermore, the terms of the Agreements have been determined after arm's length negotiation between GNS and Mr. Hung pursuant to which (i) the Services shall be provided on normal commercial terms; (ii) the interest rates to be charged, and the other terms for the provision of the Services, by GNFG Group to Mr. Hung and the Controlled Companies shall be no less favourable to GNFG Group than those offered to other customers of GNFG Group who are Independent Third Parties for comparable engagement, and in accordance with the relevant pricing policies of GNFG Group which may be adjusted from time to time; and (iii) the provision of the Services shall be subject to the terms and conditions of the standard client agreements of GNS from time to time.

Accordingly, the directors of the Company (in respect of the Financing Services Agreement, excluding the independent non-executive directors of the Company whose views will be given after taking into account the advice from the Independent Financial Adviser) are of the view that the terms of the Agreements (including the respective proposed annual caps) are fair and reasonable and on normal commercial terms, and that the entering into of the Agreements is in the ordinary and usual course of business of GNFG Group and in the interests of the Company and the shareholders of the Company as a whole.

Save for Mr. Hung who has abstained from voting, none of the directors of the Company has material interest in the transactions contemplated under the Agreements and required to abstain from voting on the board resolutions of GN Holdings approving the Agreements and the transactions contemplated thereunder.

INTERNAL CONTROL PROCEDURES OF THE COMPANY IN GOVERNING THE TRANSACTIONS CONTEMPLATED UNDER THE AGREEMENTS

The Company has established the following internal control procedures in order to ensure that the broking commission rate and the margin loan interest rate offered to Mr. Hung and the Controlled Companies are no less favourable to GNFG Group than those rates offered to other customers who are Independent Third Parties:

1. Upon the opening of the margin account for Mr. Hung and each Controlled Company in GNS, the customer service officer had performed checking on whether the proposed broking commission rate and margin loan interest rate offered to Mr. Hung and/or, as the case may be, the relevant Controlled Company is comparable to the broking commission rates and margin loan interest rates offered to other independent clients, taking into consideration the credit standing of Mr. Hung and the relevant Controlled Company and the quality of the collaterals given as assessed by the credit committee. After checking by the customer service officer, the broking commission rate and margin loan interest rate for Mr. Hung and/or, as the case may be, the relevant Controlled Company has to be reviewed and approved by an independent responsible officer and a credit committee member in order to ensure such rates are no less favourable to GNFG Group than those rates offered to other customers of GNFG Group who are Independent Third Parties.

2. GNFG Group will monitor (i) the maximum amount of broking commission payable by Mr. Hung and the Controlled Companies to ensure that the aggregate amount of broking commission payable by Mr. Hung and the Controlled Companies would not exceed the relevant proposed annual caps; (ii) the maximum daily outstanding amount of margin financing advanced by GNFG Group to Mr. Hung and the Controlled Companies to ensure that the aggregate daily maximum outstanding amount of margin financing would not exceed the relevant proposed annual caps; and (iii) the maximum amount of margin loan interest income to ensure that the aggregate amount of margin loan interest income would not exceed the relevant proposed annual caps.

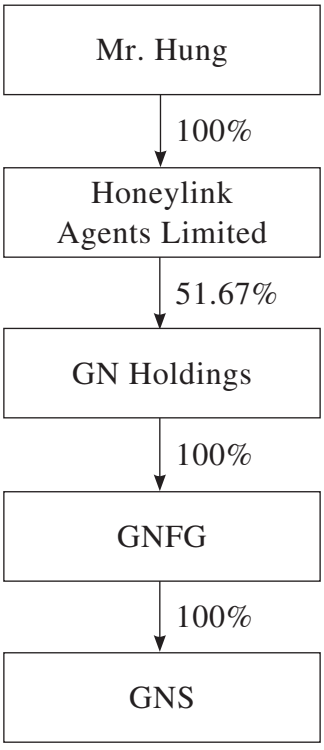
3. The independent non-executive directors of the Company will perform an annual review pursuant to Rule 14A.55 of the Listing Rules on whether the Broking Services and Financing Services provided to Mr. Hung and the Controlled Companies are conducted (i) in the ordinary and usual course of respective business of the Company; (ii) on normal commercial terms or better, or on terms no less favourable to GNFG Group than those offered to the Independent Third Parties; and (iii) according to the Broking Services Agreement and the Financing Services Agreement governing them on terms that are fair and reasonable and in the interests of the shareholders of the Company as a whole.

4. Pursuant to Rule 14A.56 of the Listing Rules, the auditor of the Company will confirm, amongst other thing, (i) whether the Broking Services and Financing Services provided to Mr. Hung and the Controlled Companies have been approved by the respective board of directors of the Company; (ii) whether the Broking Services and Financing Services provided to Mr. Hung and the Controlled Companies are in accordance with the pricing policy of GNFG Group; (iii) whether the Broking Services and Financing Services provided to Mr. Hung and the Controlled Companies have been entered into in accordance with the terms of the Broking Services Agreement and the Financing Services Agreement respectively; and (iv) whether the respective proposed annual caps under the Broking Services Agreement and the Financing Services Agreement have been exceeded.

Based on the aforesaid (i) procedures and policies of GNS for determining the broking commission rate and the margin loan interest rate; and (ii) internal control procedures established by the Company, the board of directors of the Company considers that the policies and procedures adopted by GNS are able to ensure the transactions contemplated under the Broking Services Agreement and the Financing Services Agreement are conducted on normal commercial terms and not prejudicial to the interests of the Company and the minority shareholders of the Company.

LISTING RULES IMPLICATION

The relationships between Mr. Hung, GN Holdings, GNFG and GNS are set out in the structural chart below:



GN Holdings

As at the date of this announcement, Mr. Hung is deemed to be interested in 319,418,292 ordinary shares of GN Holdings, representing approximately 51.67% of the issued share capital of GN Holdings. Mr. Hung is also an executive director and the chairman of GN Holdings. On the other hand, as at the date of this announcement, GN Holdings wholly owns GNFG, and GNFG wholly owns GNS. As a result of the above, Mr. Hung is a connected person of GN Holdings and the transactions contemplated under each of the Agreements constitute continuing connected transactions for GN Holdings under Chapter 14A of the Listing Rules.

In respect of the Broking Services Agreement, as the applicable percentage ratios of each of the proposed annual caps for Service Fee contemplated under such agreement for the Term (for the period ending 31 March 2026, when aggregated with the annual cap under the 2022 Broking Services Agreement for the period from 1 April 2025 up to the commencement date of the Term under the Broking Services Agreement) calculated under the Listing Rules are all less than 5% for GN Holdings, the Broking Services Agreement is only subject to the reporting, announcement and annual review requirements and is exempt from the independent shareholders' approval requirements of GN Holdings under Chapter 14A of the Listing Rules.

In respect of the Financing Services Agreement, as one or more of the applicable percentage ratios for each of the annual caps (for both Service Fee and the maximum outstanding amount of the margin financing granted) for the Term calculated under the Listing Rules are over 5% for GN Holdings and the aggregate amount exceeds HK$10,000,000, the Financing Services Agreement and the transactions contemplated thereunder is subject to the reporting, announcement, annual review and independent shareholders' approval requirements of GN Holdings under Chapter 14A of the Listing Rules.

INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER

GN Holdings IBC comprising the independent non-executive directors of GN Holdings (namely Ms. Chan Oi Chong, Mr. Leung Yiu Man and Mr. Ho Pak Chuen Brian) has been established to advise the independent shareholders of GN Holdings in respect of the Transactions. The Independent Financial Adviser has been appointed and approved by GN Holdings IBC to advise GN Holdings IBC and the independent shareholders of GN Holdings in this regard.

EXTRAORDINARY GENERAL MEETING

GN Holdings EGM

An extraordinary general meeting will be convened by GN Holdings for the purpose of, among other things, seeking approval from the independent shareholders of GN Holdings in respect of the Transactions. Mr. Hung and his associates will be required to abstain from voting on the shareholders' resolution(s) of GN Holdings in respect of the Transactions. As at the date of this announcement, Mr. Hung is deemed to be interested in 319,418,292 ordinary shares of GN Holdings, representing approximately 51.67% of the issued share capital of GN Holdings. Save as aforementioned, to the best of the knowledge, information and belief of the directors of GN Holdings and having made all reasonable enquiry, no other shareholder of GN Holdings has a material interest in the Transactions and therefore no other shareholder of GN Holdings is required to abstain from voting at the GN Holdings EGM.

A circular of GN Holdings containing, *inter alia*, (a) further details of the Transactions; (b) a letter from GN Holdings IBC to the independent shareholders of GN Holdings in respect of the Transactions; (c) a letter of advice from the Independent Financial Adviser of GN Holdings to GN Holdings IBC and the independent shareholders of GN Holdings in respect of the Transactions; and (d) a notice of the GN Holdings EGM, will be despatched to the shareholders of GN Holdings on or before 27 October 2025.

DEFINITIONS

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

"Agreements"	the Broking Services Agreement and Financing Services Agreement, collectively
"associate(s)"	has the meaning ascribed to it under the Listing Rules
"Broking Services"	the provision of broking services and services incidental thereto by GNS or any company amongst GNFG Group to their customers
"Broking Services Agreement"	the broking services agreement dated 3 October 2025 entered into between GNS and Mr. Hung in relation to the provision of the Broking Services to Mr. Hung and the Controlled Companies
"business day(s)"	a day on which banks are generally open for business in Hong Kong (other than a Saturday, Sunday or public holiday or a day on which a tropical cyclone warning No. 8 or above or a "black rainstorm warning signal" is hoisted or remains hoisted in Hong Kong at any time between 9:00 am and 5:00 pm)
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Controlled Company(ies)"	30%-controlled company(ies) held, directly or indirectly, by Mr. Hung from time to time and its/their subsidiaries, but excluding GN Holdings Group
"Financing Services"	the provision of financial accommodation in order to facilitate the acquisition of securities listed on any stock market, and where applicable, the continued holding of those securities, by GNS or any company amongst GNFG Group to their customers
"Financing Services Agreement"	the financing services agreement dated 3 October 2025 entered into between GNS and Mr. Hung in relation to the provision of the Financing Services to Mr. Hung and the Controlled Companies

"Company" or "GN Holdings"	Get Nice Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the securities of which are listed on the main board of the Stock Exchange (Stock code: 0064)
"GN Holdings EGM"	the extraordinary general meeting of GN Holdings to be convened for the purpose of approving the Transactions
"GN Holdings Group"	GN Holdings and its subsidiaries
"GN Holdings IBC"	the independent board committee of GN Holdings, comprising all the independent non-executive directors of GN Holdings, established to make recommendations to the independent shareholders of GN Holdings in respect of the Transactions
"GNFG"	Get Nice Financial Group Limited, a company incorporated in the Cayman Islands with limited liability
"GNFG Group"	GNFG and its subsidiaries
"GNS"	Get Nice Securities Limited, a company incorporated in Hong Kong with limited liability and a wholly owned subsidiary of GNFG, and licensed to carry out type 1 (dealing in securities), type 4 (advising on securities), type 6 (advising on corporate finance) and type 9 (asset management) regulated activities under the Securities and Future Ordinances (Cap. 571 of the Laws of Hong Kong)
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Independent Financial Adviser" or "Nuada"	Nuada Limited, a corporation licensed to carry out Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
"independent shareholder(s) of GN Holdings"	shareholder(s) of GN Holdings other than Mr. Hung and his associates

"Independent Third Party(ies)"	third parties independent of and not connected with the directors and chief executive of the Company or any of its subsidiaries, or any of their respective associates
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Mr. Hung"	Mr. Hung Hon Man, who holds various capacities in GN Holdings as described in this announcement
"Services"	the Broking Services and Financing Services, collectively
"Service Fee"	in respect of Broking Services, means broking commission and, if any, miscellaneous fees for the provision of Broking Services and in respect of Financing Services, means margin loan interest income and, if any, miscellaneous fees for the provision of Financing Services
"share(s)"	the ordinary shares of GN Holdings (as the case may be)
"shareholder(s)"	holders of shares of GN Holdings (as the case may be) from time to time
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Term"	the period commencing from 15 December 2025 to and including 14 December 2028
"Transactions"	the entering into of the Financing Services Agreement and the provision of the Financing Services (including the proposed annual caps contemplated under such agreement)
"2022 Broking Services Agreement"	the agreement dated 3 October 2022 entered into between GNS and Mr. Hung in relation to the provision of Broking Services to Mr. Hung and the Controlled Companies
"2022 Financing Services Agreement"	the agreement dated 3 October 2022 entered into between GNS and Mr. Hung in relation to the provision of Financing Service to Mr. Hung and the Controlled Companies

"30%-controlled company"	has the meaning ascribed thereto under the Listing Rules
"%"	per cent

By order of the board of
Get Nice Holdings Limited
Kam, Eddie Shing Cheuk
Executive Director and Chief Executive Officer

Hong Kong, 3 October 2025

As at the date of this announcement, the executive directors of GN Holdings are Mr. Hung Hon Man (Chairman), Mr. Cham Wai Ho, Anthony (Deputy chairman) and Mr. Kam, Eddie Shing Cheuk (Chief executive officer). The non-executive director of the GN Holdings is Ms. Wu Yan Yee. The independent non-executive directors of the GN Holdings are Ms. Chan Oi Chong, Mr. Leung Yiu Man and Mr. Ho Pak Chuen Brian.