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小魚盈通控股有限公司
SMART FISH WEALTHLINK HOLDINGS LIMITED
(Incorporated in Bermuda with limited liability)
(Stock Code: 139)

DISCLOSEABLE TRANSACTION: ACQUISITION OF PRC PROPERTY

On 29 May 2026 (after trading hours), the Purchaser and the Lender (both being wholly owned subsidiaries of the Company) entered into the Sale and Purchase Agreement with the Vendor and the Borrowers pursuant to which the Vendor agreed to sell and the Purchaser agreed to acquire the Property for a total consideration of RMB25,500,000 (equivalent to HK$29,325,000), which shall be set off against part of the Outstanding Sums owed by the Borrowers to the Lender on a dollar-to-dollar basis.

As the relevant percentage ratio(s) exceed 5% but all relevant percentage ratios are below 25%, the Acquisition and the transactions contemplated thereunder constitute a discloseable transaction on the part of the Company under Chapter 14 of the Listing Rules and are subject to the announcement under Chapter 14 of the Listing Rules.

THE ACQUISITION

On 29 May 2026 (after trading hours), the Purchaser and the Lender entered into the Sale and Purchase Agreement with the Vendor and the Borrowers pursuant to which the Vendor agreed to sell and the Purchaser agreed to acquire the Property for a total consideration of RMB25,500,000 (equivalent to approximately HK$29,325,000).

Sale and Purchase Agreement

Date: 29 May 2026 (after trading hours)

Parties: (1) Vendor

(2) Purchaser

(3) Lender

(4) Borrowers

The Borrower A is an individual and is a merchant. The Borrower B is an individual and is a merchant. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the Borrowers is an Independent Third Party.

The Vendor is a company established in the PRC with limited liability. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Vendor and its ultimate beneficial owners are Independent Third Parties. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the ultimate beneficial owner of the Vendor is a state-owned enterprise.

The Purchaser is a wholly owned subsidiary of the Company established in the PRC with limited liability.

The Lender is a wholly owned subsidiary of the Company incorporated in Hong Kong with limited liability and a licensed money lender corporation in Hong Kong under the Money Lenders Ordinance.

Assets to be acquired

Pursuant to the Sale and Purchase Agreement, the Purchaser has conditionally agreed to acquire and the Vendor has conditionally agreed to sell the entire right of uses of the Property.

Consideration

As at the date of the Sale and Purchase Agreement, the Borrowers owed the Lender aggregated sums of approximately HK$33,687,000 (the "Outstanding Sums").

The total consideration payable by the Purchaser to the Vendor under the Sale and Purchase Agreement is RMB25,500,000 (equivalent to HK$29,325,000), which shall be settled by set off against part of the Outstanding Sums owed by the Borrowers to the Lender on a dollar-to-dollar basis (or such other method of payment as the Vendor and the Purchaser may agree).

The consideration for the Acquisition was determined with reference to the valuation on the Property and arrived at after arm's length negotiations between the relevant parties to the Sale and Purchase Agreement. The Directors (including the independent non-executive Directors) consider the terms of the Acquisition (including but not limited to the consideration) to be fair and reasonable and on normal commercial terms and are in the interests of the Company and the Shareholders as a whole.

Conditions

Completion shall be conditional upon:

(i) the Vendor, the Borrowers, the Purchaser and the Lender having obtained all necessary consents and approvals in respect of the Acquisition;

(ii) there being no breach of warranties or terms of the Sale and Purchase Agreement in relation to matters, facts or circumstances of the Vendor and the Borrowers; and

(iii) the Purchaser having obtained from a PRC legal adviser designated by the Purchaser an opinion with respect to the Property in the form and substance to the satisfaction of the Purchaser.

The Purchaser may waive conditions (ii) and (iii) above. The Purchaser has no current intention to waive any conditions. The other conditions are incapable of being waived. If the conditions have not been fulfilled (or waived by the Purchaser as the case may be) on or before 30 June 2026, or such later date as the Vendor and the Purchaser may agree, the Sale and Purchase Agreement shall cease and terminate and neither party to the Sale and Purchase Agreement shall have any obligations and liabilities towards each other thereunder save for any antecedent breaches of the terms thereof.

Completion

Completion is expected to take place within three Business Days after fulfillment of the conditions precedent of the Sale and Purchase Agreement (or such other date as the parties to the Sale and Purchase Agreement may agree).

Immediately after Completion, the Purchaser will have the entire right of uses for the whole Property. The Purchaser intends to lease out the Property after Completion.

INFORMATION ON THE PROPERTY

The Property comprises 170 car park spaces located in the basement of a property project located in Qingdao City, Shandong Province, the PRC. Based on the valuation on the Property based on market approach, the market value of the Property is approximately RMB30,600,000.

The Property is currently vacated.

The Purchaser intends to lease out the Property after Completion. The Purchaser is in the course of negotiation with an Independent Third Party on the relevant tenancy agreement to lease out the Property, pursuant to which the annual rental income for the Property is expected to be approximately RMB1.02 million, subject to the negotiation results.

REASONS FOR THE ACQUISITION

The Group is principally engaged in securities and futures dealing business, financial investments and money lending business. As disclosed in the announcements of the Company dated 2 October and 21 October 2025, the Group has also commenced its short drama business with adoption of AI technologies.

The Directors consider that the Acquisition represents an investment opportunity to participate in the PRC property market. In light of the business development of the Group, the Directors consider that the Acquisition will allow the Group to have stable income stream through leasing out the Property. Moreover, the Group will have the benefit from the long-term appreciation of the price in properties in the PRC. It is further noted that the consideration will be settled by way of setting off against the Outstanding Sums, which would mean that there shall be no cash outflow on the part of the Group for the Acquisition.

In view of the potential rental income from the Property and also the possibility of future long-term appreciation in value of the Property, the Directors believe that the Acquisition would be beneficial to the Group. Taking into consideration of the aforesaid, the Directors consider that the terms of the Acquisition are fair and reasonable and are on normal commercial terms and are in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATION

As the relevant percentage ratio(s) exceed 5% but all relevant percentage ratios are below 25%, the Acquisition and the transactions contemplated thereunder in aggregate constitute a discloseable transaction on the part of the Company under Chapter 14 of the Listing Rules and are subject to the announcement under Chapter 14 of the Listing Rules.

DEFINITIONS

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

"Acquisition"	the acquisition of the Property as contemplated under the Sale and Purchase Agreement
"associates"	has the meaning ascribed to it under the Listing Rules
"Board"	board of the Directors
"Borrower A"	Hon Hak Ka
"Borrower B"	Ai Qing
"Borrowers"	the Borrower A and the Borrower B

"Company"	Smart Fish Wealthlink Holdings Limited, a company incorporated in Bermuda with limited liability and the issued Shares are listed on Main Board of the Stock Exchange
"Completion"	completion of the Acquisition in accordance with the terms of the Sale and Purchase Agreement
"Completion Date"	within three business days after the fulfillment of conditions of the Sale and Purchase Agreement (or such other date as the parties thereto may agree in writing)
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Director(s)"	director(s) of the Company from time to time
"Group"	the Company together with its subsidiaries
"Hong Kong"	Hong Kong Special Administrative Region of the PRC
"Independent Third Party(ies)"	any person(s) or company(ies) and their respective ultimate beneficial owner(s), to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, are not core connected persons of the Company and are third parties independent of the Company and its core connected persons in accordance with the Listing Rules
"Lender"	Top Billion Finance Limited, a company incorporated in Hong Kong with limited liability and a wholly owned subsidiary of the Company
"PRC"	The People's Republic of China
"Property"	the property comprises 170 car park spaces located in the basement of a property project located in Qingdao City, Shandong Province, the PRC
"Purchaser"	達啟文化(深圳)有限公司 (Daqi Culture (Shenzhen) Co., Ltd.*), a company established in the PRC with limited liability and a wholly owned subsidiary of the Company
"Sale and Purchase Agreement "	the conditional sale and purchase Agreement dated 29 May 2026 and entered into among the Lender, the Purchaser, the Borrowers and the Vendor in respect of the sale and purchase of the Property
"Share(s)"	ordinary share(s) in the share capital of the Company
"Shareholder(s)"	holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited

"Vendor"	青島魯商錦綉置業有限公司 (Qingdao Lushang Jinxiu Real Estates Co., Ltd.*), the vendor under the Sale and Purchase Agreement
"HK$"	Hong Kong dollar(s), the lawful currency of Hong Kong
"RMB"	Renminbi, the lawful currency of the PRC
"%"	per cent

By order of the Board
Smart Fish Wealthlink Holdings Limited
Chen Xiaodong
Executive Director

Hong Kong, 29 May 2026

As at the date of this announcement, the Board comprises the following Directors:

Executive Directors
Mr. Chen Changjiong *(Chairman)*
Mr. Chen Xiaodong *(Vice Chairman)*
Mr. Yu Qingrui
Mr. Wang Jinsong
Mr. Pang Min Quan
Dr. Foo Seck Chyn

Independent non-executive Directors
Mr. Chan Ngai Fan
Mr. Wu Ming
Ms. Li Meifeng

* *for identification purpose only*