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AOM International

AOM INTERNATIONAL GROUP COMPANY LIMITED
權識國際集團股份有限公司

(Incorporated in the Cayman Islands with limited liability and continued in Bermuda with limited liability)

(Stock Code: 00381)

INSIDE INFORMATION
MEMORANDUM OF UNDERSTANDING
IN RESPECT OF THE ESTABLISHMENT OF A JOINT VENTURE

This announcement is made by AOM International Group Company Limited (the "**Company**", together with its subsidiaries and associates, the "**Group**") pursuant to Rule 13.09(2) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and the Inside Information Provisions (as defined under the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the "**SFO**").

MEMORANDUM OF UNDERSTANDING

The board (the "**Board**") of directors (the "**Directors**") of the Company is pleased to announce that on 22 September 2026, the Company entered into a memorandum of understanding (the "**MOU**") with Winutri Life Group Limited (贏養生命集團有限公司), a company incorporated in Hong Kong (the "**JV Partner**"), in relation to the establishment of a new joint venture company (the "**JV Company**") in Hong Kong by the Company (or its designated subsidiary) and the JV Partner (or its designated subsidiary) (the "**Possible Joint Venture**").

PRINCIPAL TERMS OF THE MOU

Date: 22 September 2026

Parties: (1) the Company; and

(2) the JV Partner

To the best knowledge and belief of the Directors of the Company after making all reasonable enquiries, the JV Partner (including any of its subsidiaries, if any) (the "**Companies**") is an independent third party of the Company and its connected persons.

NATURE OF THE TRANSACTION

The JV Company will be located in Hong Kong and its form of organisation will be a limited liability company. The business purpose and objectives of the JV Company are to operate the company on the principles of openness, transparency and fairness, adopt advanced management, and enable the investing parties to obtain satisfactory economic and social benefits.

The principal business of the JV Company includes the JV Partner's anti-aging consumer products, AI rings and health data operations, and will be re-integrated with the existing businesses of the Group to form a new business model, with the supply chain, channels and operations centrally managed by the JV Partner's team.

EXCLUSIVITY

Pursuant to the MOU, during the period commencing from the date of the MOU and ending on the earlier of (i) sixty (60) days after signing of the MOU; or (ii) the written confirmation by both parties that negotiation on the Possible Joint Venture shall discontinue; or (iii) the breach of the confidentiality obligations as contained in the MOU by either party (or its subsidiaries and affiliates, or their representatives) (the "**Exclusivity Period**"), the parties shall not enter into any agreement, arrangement or understanding with any other person in relation to the interest in the Possible Joint Venture; and (iv) the parties shall negotiate in good faith the Possible Joint Venture to the exclusion of all other persons.

DUE DILIGENCE

After signing of the MOU and during the Exclusivity Period, the Company (and its advisers and/or agents) shall be entitled to conduct due diligence, which comprises investigations into the conditions, legal ownership and legal matters of the Companies, and inquiries with offices in charge of trademarks and patents, to ascertain that the patents are registered in the names of the Companies. The JV Partner shall provide assistance to the Company (and its advisers and/or agents) in this respect.

FORMAL COOPERATION AGREEMENT

The parties to the MOU shall negotiate in good faith to ensure the formal agreement is entered into as soon as possible and in any event, within sixty (60) days from the date of signing of the MOU, or such later date as the parties to the MOU may agree in writing.

LEGAL EFFECT

The MOU does not constitute legally binding obligations on the parties governing the substantive terms in relation to the Possible Joint Venture (including the issue price, the consideration and the capital commitment) but is legally binding as to some miscellaneous and general terms, including confidentiality, the Exclusivity Period, due diligence, expenses, termination and governing laws as contained therein.

INFORMATION ON THE JV PARTNER

The JV Partner is a limited company incorporated in Hong Kong. As at the date of this announcement, the JV Partner is positioned as a "health data asset operator", with its core technology originating from the Aging Biology Research Institute of the Harvard University Research Center in the United States. Its business model combines physical anti-aging products, AI smart rings (hardware for customer acquisition) and integrated SaaS solutions. Through 7 x 24 collection of the body temperature, blood oxygen, heart rate and other medical-grade verified data of users, and transforms human health data into value-added digital and data assets, creating a closed-loop ecosystem of "products + data + capital".

The JV Partner group has Hong Kong as its strategic headquarters and leverages the advantages of an international financial centre to break through cross-border data compliance barriers. It currently has established multiple provincial-level branches in mainland China and is gradually extending its market to Singapore, Malaysia, Thailand and other Asia-Pacific and European and American regions. In terms of data security, the JV Partner group adopts hybrid cloud and privacy computing, and complies with international compliance standards such as GDPR and HIPAA. Its ultimate goal is to provide investors and partners with a clear and high-return capital exit path through multiple channels such as listed company platform operations, SaaS licensing, monetisation of data products (such as connecting with insurance companies and pharmaceutical companies) and equity options.

Currently, the JV Partner's AI rings have entered the mass production stage, the SaaS platform has been deployed, and health data collection and the compliance framework are operating smoothly, laying a solid foundation for the immediate commencement of the Possible Joint Venture.

REASONS FOR AND BENEFITS OF THE POSSIBLE JOINT VENTURE

The Group is principally engaged in (i) the manufacturing and trading of toys and gifts; (ii) exploration of natural resources; and (iii) investment in various potential businesses including fruit plantation, Chinese yellow wine, leisure and culture.

The Company has a listing status in the Hong Kong capital market and possesses experience in health consumer products such as Chinese herbal medicine and tea; while the JV Partner possesses Harvard core technology, AI smart rings and a leading "health data assetisation (RWA) and SaaS model". The combination of the two can rapidly transform technology into physical revenue and digital assets.

Catering to the national strategic opportunity of "active health and aging", the JV Partner has deeply participated in national key research and development programmes. The Company's cooperation with it will enable direct entry into the huge market for medical-grade out-of-hospital follow-up consultations and digital health services, which represents a future trend.

The Board considers that the Possible Joint Venture is in line with the Group's investment strategy of seeking business opportunities and intends to invest in quality businesses with good potential that can expand the Group's business. The Possible Joint Venture will provide an opportunity for the Company to diversify the Group's income sources and enhance shareholder value.

GENERAL

If the Possible Joint Venture materialises, it may constitute a notifiable transaction of the Company under the Listing Rules. Further announcement(s) in relation to the Possible Joint Venture will be made by the Company as and when appropriate in compliance with the Listing Rules.

There is no assurance that any transactions referred to in this announcement will materialise or eventually be consummated. Shareholders of the Company and potential investors should note that the Possible Joint Venture is subject to, among other things, the entering into of a formal agreement, major terms and conditions of which are yet to be agreed. The Possible Joint Venture may or may not proceed and the final structure and terms of the Possible Joint Venture, which are still subject to the result of the Assets Restructuring and further negotiations between the parties, have yet to be finalised and may deviate from that set out in the MOU. Shareholders of the Company and potential investors are advised to exercise caution when dealing in the shares of the Company.

By Order of the Board
AOM International Group Company Limited
Fan Xuefei
Chairman

Hong Kong, 22 September 2026

As at the date of this announcement, the Board comprises four executive Directors, Mr. Fan Xuefei, Mr. Li Lizhong, Mr. Liu Mingqing and Mr. Yang Bincheng; one non-executive Director Mr. Tang Sing Hing, Kenny; and three independent non-executive Directors, Mr. Chak Ching Long, Mr. Wang Xiao Ning and Ms. Chen Yuxin.