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3DG HOLDINGS (INTERNATIONAL) LIMITED
金至尊集團(國際)有限公司
(Incorporated in Bermuda with limited liability)
(Stock code: 2882)

(1) DISCLOSEABLE AND CONNECTED TRANSACTION IN RESPECT OF THE 2026 TENANCY AGREEMENTS; (2) CONNECTED TRANSACTION IN RESPECT OF THE EARLY TERMINATION OF VARIOUS TENANCY AGREEMENTS; (3) CONTINUING CONNECTED TRANSACTIONS IN RESPECT OF (A) THE SUPPLY AGREEMENT; (B) THE PURCHASE AGREEMENT; AND (C) THE IT SYSTEM AGREEMENT; AND (4) THE EARLY TERMINATION OF CONTINUING CONNECTED TRANSACTIONS

(1) DISCLOSEABLE AND CONNECTED TRANSACTION IN RESPECT OF THE 2026 TENANCY AGREEMENTS

The Board announces that on 29 October 2026 (after trading hours), (i) 3D Shenzhen entered into the Superseding PRC Tenancy Agreements with various landlords in respect of the lease of the Superseding PRC Premises at the aggregate monthly rent of RMB232,493.30 (equivalent to approximately HK$269,925); and (ii) 3DM entered into the Superseding HK Tenancy Agreement with Ultra Power in respect of the lease of the Superseding HK Premises at the aggregate monthly rent of HK$169,234. Upon the Superseding PRC Tenancy Agreements and Superseding HK Tenancy Agreement becoming unconditional, each of the Superseding PRC Tenancy Agreements and the Superseding HK Tenancy Agreement shall supersede the tenancy agreements between the respective landlords and the respective tenants, each dated 8 May 2024, in their entirety.

The Board also announces that on 29 October 2026 (after trading hours), 3D Shenzhen entered into the New PRC Tenancy Agreements with various landlords in respect of the lease of the New PRC Premises at the aggregate monthly rent of RMB74,611.10 (equivalent to approximately HK$86,623).

IMPLICATIONS UNDER THE LISTING RULES

As the 2026 Tenancy Agreements were entered into with the 2026 PRC Landlords and Ultra Power, the transactions contemplated under the 2026 Tenancy Agreements shall be aggregated and be treated as if they were one transaction pursuant to Chapter 14 of the Listing Rules.

Pursuant to HKFRS 16, the entering into of the 2026 Tenancy Agreements will require the Group to recognise the Superseding PRC Premises, New PRC Premises and Superseding HK Premises as right-of-use assets on its balance sheet, thus the entering into of the 2026 Tenancy Agreements and the transaction contemplated thereunder will be regarded as an acquisition of assets by the Group under the Listing Rules.

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the aggregate value of the right-of-use assets recognised by the Group pursuant to HKFRS 16 are more than 5% but less than 25%, the entering into of the 2026 Tenancy Agreements and the transaction contemplated thereunder constitute a disclosable transaction for the Company, and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As at the date of this announcement, (i) each of Chongqing Fu-yao, Chongqing Yu-su, Ultra Power, Chongqing Fu Zhao Cai, Chongqing Fu Xi Yue, Chongqing Fu Duo Cai and Guangzhou Li Ying is an indirect wholly-owned subsidiary of Luk Fook Holdings which is a substantial shareholder of the Company, thus each of Chongqing Fu-yao, Chongqing Yu-su, Ultra Power, Chongqing Fu Zhao Cai, Chongqing Fu Xi Yue, Chongqing Fu Duo Cai and Guangzhou Li Ying is a connected person of the Company under Chapter 14A of the Listing Rules. As such, the transactions contemplated under the 2026 Tenancy Agreements constitute a connected transaction of the Company under Chapter 14A of the Listing Rules and are subject to reporting, announcement, circular (including independent financial advice) and Independent Shareholders' Approval requirements under Chapter 14A of the Listing Rules.

(2) CONNECTED TRANSACTION IN RESPECT OF THE EARLY TERMINATION OF VARIOUS TENANCY AGREEMENTS

Reference is made to the announcement of the Company dated 8 May 2024 (the "**2024 Announcement**") in relation to, among other things, the discloseable and connected transaction in respect of various tenancy agreements; and the circular of the Company dated 13 June 2024 (the "**Circular**") in relation to, among other things, the foregoing transactions.

Upon the Superseding PRC Tenancy Agreements taking effect, the Superseded 2024 PRC Tenancy Agreements will be superseded and terminated in their entirety. Upon the Superseding HK Tenancy Agreement taking effect, the Superseded 2024 HK Tenancy Agreement will be superseded and terminated in its entirety.

On 29 October 2026 (after trading hours), Zun Fu Chongqing entered into an agreement together with (i) Guangzhou Li Ying to terminate the tenancy agreement dated 8 May 2024 for the partial area of third floor, No. 60, Liuhe Street, Dongchong Town, Nansha District, Guangzhou, PRC with effect from 31 December 2026; and (ii) Chongqing Jian-yi to terminate the tenancy agreement dated 8 May 2024 for Units 1802-1806 & 1807A, Block B, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC with effect from 31 December 2026.

On 29 October 2026 (after trading hours), 3D Chongqing entered into an agreement together with (i) Chongqing Jian-yi to terminate the tenancy agreement dated 8 May 2024 for partial unit 1807B, Block B, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC with effect from 31 December 2026; and (ii) Chongqing Bo-yuan to terminate the tenancy agreement dated 8 May 2024 for Units 1808-1809, Block B, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC with effect from 31 December 2026.

IMPLICATIONS UNDER THE LISTING RULES

As the Superseded 2024 PRC Tenancy Agreements, the Superseded 2024 HK Tenancy Agreement and the Terminated 2024 PRC Tenancy Agreements were entered into with Chongqing Fu-yao, Chongqing Yu-su, Ultra Power, Guangzhou Li Ying and Chongqing Jian-yi, the transactions contemplated under the Superseded 2024 PRC Tenancy Agreements, the Superseded 2024 HK Tenancy Agreement and the Terminated 2024 PRC Tenancy Agreements will be aggregated and be treated as if they were one transaction pursuant to Chapter 14 of the Listing Rules.

In accordance with HKFRS 16, the Group has recognised the abovementioned premises under each of the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement and the Terminated 2024 PRC Tenancy Agreements to be right-of-use assets on its consolidated statement of financial position. The early termination will result in the diminution in value of right-of-use assets recognised by the Group. Therefore, the early termination of the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement and the Terminated 2024 PRC Tenancy Agreements will be regarded as disposals of assets by the Group under Chapter 14 of the Listing Rules.

As none of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the aggregate value of the right-of-use assets being de-recognised by the Group pursuant to HKFRS 16 is more than 5%, the early termination of the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement and the Terminated 2024 PRC Tenancy Agreements would not be subject to any reporting, announcement or shareholders' approval requirements under Chapter 14 of the Listing Rules.

As at the date of this announcement, (i) each of Chongqing Fu-yao, Chongqing Yu-su, Ultra Power and Guangzhou Li Ying, is an indirect wholly-owned subsidiary of Luk Fook Holdings which is a substantial shareholder of the Company; and (ii) Mr. WONG Ho Lung Danny is an executive director of the Company and CGS and he owns 50% interest in Chongqing Jian-yi. Thus each of Chongqing Fu-yao, Chongqing Yu-su, Ultra Power, Guangzhou Li Ying and Chongqing Jian-yi is a connected person of the Company under Chapter 14A of the Listing Rules.

Given that one or more of the applicable percentage ratios in respect of the value of the right-of-use asset to be derecognized is more than 0.1% but less than 5%, the transactions contemplated under the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement and the Terminated 2024 PRC Tenancy Agreements are subject to the reporting and announcement requirements but are exempt from the Independent Shareholders' Approval requirement under Chapter 14A of the Listing Rules.

Pursuant to Rule 14A.35 of the Listing Rules, if a previously disclosed connected transaction is subsequently terminated, the listed issuer must announce such fact as soon as practicable and comply with all other applicable provisions under the Listing Rules. Accordingly, the Company is publishing this announcement in respect of the tenancy agreement between 3D Chongqing and Chongqing Bo-yuan dated 8 May 2024 for Units 1808-1809, Block B, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC with effect from 31 December 2026.

To the best knowledge and belief of the Directors, Mr. WONG Ho Lung, Danny and Ms. CHEUNG Irene who have material interests in the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement or Terminated 2024 PRC Tenancy Agreements and the transactions contemplated thereunder have abstained from voting on the relevant resolution(s) of the Board to consider and approve the early termination of the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement and Terminated 2024 PRC Tenancy Agreements and the transactions contemplated thereunder. Also, Ms. WONG Hau Yeung and Dr. CHAN So Kuen are both executive directors of Luk Fook Holdings who have involved in the management of the Luk Fook Group. As such, both of them have abstained from voting on the relevant resolution(s) of the Board to consider and approve the early termination of the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement and Terminated 2024 PRC Tenancy Agreements and the transactions contemplated thereunder.

(3) CONTINUING CONNECTED TRANSACTIONS

Reference is made to the 2024 Announcement in relation to, among other things, the continuing connected transactions in respect of (a) the 2024 Supply Agreement; (b) the 2024 Purchase Agreement; and (c) the 2024 IT System Agreement, and the Circular in relation to, among other things, the foregoing transactions.

On 29 October 2026 (after trading hours), (i) Maxigood and CGS entered into the Supply Agreement; (ii) CGS and Maxigood entered into the Purchase Agreement; and (iii) Luk Fook Holdings and CGS entered into the IT System Agreement. Upon each of the Supply Agreement, Purchase Agreement and IT System Agreement becoming unconditional, each of the 2024 Supply Agreement, 2024 Purchase Agreement and 2024 IT System Agreement shall be superseded in their entirety.

IMPLICATIONS UNDER THE LISTING RULES

As (i) Luk Fook Holdings is a substantial shareholder of the Company; and (ii) Maxigood is an indirect wholly-owned subsidiary of Luk Fook Holdings, each of Maxigood and Luk Fook Holdings are therefore a connected person of the Company under Chapter 14A of the Listing Rules. As such, the transactions contemplated under the Agreements constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios in respect of the highest of the Supply Agreement Annual Caps, the Purchase Agreement Annual Caps, the IT System Agreement Annual Caps exceed 5%, the Supply Agreement, the Purchase Agreement, the IT System Agreement and the transactions contemplated thereunder are subject to the reporting, annual review, announcement, circular and Independent Shareholders' Approval requirements under Chapter 14A of the Listing Rules.

(4) THE EARLY TERMINATION OF CONTINUING CONNECTED TRANSACTIONS

Reference is made to the 2024 Announcement in relation to, among other things, the continuing connected transaction in respect of the 2024 Service Agreement and 2024 Franchise Agreement.

On 29 October 2026 (after trading hours), Zun Fu Chongqing entered into an agreement with Chongqing Bo-yuan to terminate (i) the 2024 Service Agreement; and (ii) the 2024 Franchise Agreement, each with effect from 31 December 2026.

IMPLICATIONS UNDER THE LISTING RULES

Pursuant to Rule 14A.35 of the Listing Rules, if a previously disclosed connected transaction is subsequently terminated, the listed issuer must announce such fact as soon as practicable and comply with all other applicable provisions under the Listing Rules. Accordingly, the Company is publishing this announcement in respect of the termination of the 2024 Franchise Agreement and the 2024 Service Agreement.

FORMATION OF THE INDEPENDENT BOARD COMMITTEE AND APPOINTMENT OF INDEPENDENT FINANCIAL ADVISER

The Independent Board Committee comprising Mr. SZE Yeung Kuen, Mr. CHAN Raymond, Dr. LAM Ki Wai, Lianne and Dr. CHOW Kwoon Ho, Simon, being all the independent non-executive Directors, has been formed to advise the Independent Shareholders in respect of the (a) 2026 Tenancy Agreements and the transactions contemplated thereunder; and (b) the Supply Agreement, the Purchase Agreement, the IT System Agreement and the transactions contemplated thereunder. An Independent Financial Adviser has been appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

SGM

The SGM will be convened for the purpose of considering and, if thought fit, approving, among other things, (a) the 2026 Tenancy Agreements and the transactions contemplated thereunder; and (b) the Supply Agreement, the Purchase Agreement, the IT System Agreement and the transactions contemplated thereunder.

Shareholders including Luk Fook Holdings and its associates will abstain from voting on the relevant resolutions at the SGM. Save as disclosed and to the best of the knowledge, information and belief of the Directors, no other Shareholder (or its associates) has a material interest in (a) the 2026 Tenancy Agreements and the transactions contemplated thereunder; and (b) the Supply Agreement, the Purchase Agreement, the IT System Agreement and the transactions contemplated thereunder, and is required to abstain from voting on the resolutions to approve the aforesaid matters at the SGM.

MISCELLANEOUS

A circular containing, among other things, (i) further details of (a) the 2026 Tenancy Agreements and the transactions contemplated thereunder; and (b) the Supply Agreement, the Purchase Agreement, the IT System Agreement and the transactions contemplated thereunder; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders; (iv) a notice convening the SGM; and (v) other information required under the Listing Rules, will be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules. As additional time is required by the Company to prepare the information to be included in the circular, the circular is expected to be despatched to the Shareholders on or before 25 November 2026.

(1) DISCLOSEABLE AND CONNECTED TRANSACTION IN RESPECT OF THE 2026 TENANCY AGREEMENTS

The Board announces that on 29 October 2026 (after trading hours), (i) 3D Shenzhen entered into the Superseding PRC Tenancy Agreements with various landlords in respect of the lease of the Superseding PRC Premises at the aggregate monthly rent of RMB232,493.30 (equivalent to approximately HK$269,925); and (ii) 3DM entered into the Superseding HK Tenancy Agreement with Ultra Power in respect of the lease of the Superseding HK Premises at the aggregate monthly rent of HK$169,234. Upon the Superseding PRC Tenancy Agreements and Superseding HK Tenancy Agreement becoming unconditional, each of the Superseding PRC Tenancy Agreements and the Superseding HK Tenancy Agreement shall supersede the tenancy agreements between the respective landlords and the respective tenants, each dated 8 May 2024, in their entirety.

The Board also announces that on 29 October 2026 (after trading hours), 3D Shenzhen entered into the New PRC Tenancy Agreements with various landlords in respect of the lease of the New PRC Premises at the aggregate monthly rent of RMB74,611.10 (equivalent to approximately HK$86,623).

The principal terms of the Superseding PRC Tenancy Agreements are set out below:

Date:	29 October 2026 (after trading hours)	
Tenant:	3D Shenzhen	
Landlord:	Chongqing Fu-yao Trading Co., Ltd.* (重慶市福邀貿易有限公司)	Chongqing Yu-su Trading Co., Ltd.* (重慶市聿宿貿易有限公司)
Superseding PRC Premises:	Units 1701-1706, Block B, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC	Units 1707-1712, Block B, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC
Lettable area: (sq. m.)	899.8	888.61

Term:	A maximum of 27 months from 1 January 2027 (or, if later, the date on which the Independent Shareholders' Approval is obtained) to 31 March 2029	A maximum of 27 months from 1 January 2027 (or, if later, the date on which the Independent Shareholders' Approval is obtained) to 31 March 2029
Usage:	For use as office	For use as office
Monthly rent:	RMB116,974	RMB115,519.3
Deposit:	RMB233,948	RMB231,038.6
Superseding:	On 1 January 2027 (or, if later, the date on which the Independent Shareholders' Approval is obtained), the tenancy agreement between this Landlord and this Tenant dated 8 May 2024 will be superseded in its entirety by this tenancy agreement.	On 1 January 2027 (or, if later, the date on which the Independent Shareholders' Approval is obtained), the tenancy agreement between this Landlord and this Tenant dated 8 May 2024 will be superseded in its entirety by this tenancy agreement.

The negotiation of the terms of the Superseding PRC Tenancy Agreements was conducted by the parties on an arm's length basis and each of the rent was determined with reference to the open market rental of properties of comparable size, location, facilities and usage.

The rent payable by the Group for the Superseding PRC Premises is expected to be financed by internal resources of the Group.

The principal terms of the Superseding HK Tenancy Agreement are set out below:

Date:	29 October 2026 (after trading hours)
Tenant:	3D-Gold Management Services Limited (金至尊管理服務有限公司)
Landlord:	Ultra Power Corporation Limited (越能有限公司)

Superseding HK Premises:	Units 1506-1511, Metropole Square, No.2 On Yiu Street, Shatin, New Territories, Hong Kong
Net lettable area: (sq. m.)	446.68
Term:	A maximum of 27 months from 1 January 2027 (or, if later, the date on which the Independent Shareholders' Approval is obtained) to 31 March 2029 (both dates inclusive)
Usage:	For use as office
Monthly rent:	HK$169,234
Management and air conditioning fees: (approx.)	HK$26,721
Security deposit: (approx.)	HK$195,955

The negotiation of the terms of the Superseding HK Tenancy Agreement was conducted by the parties on an arm's length basis and each of the rent was determined with reference to the open market rental of properties of comparable size, location, facilities and usage.

The rent payable by the Group for the Superseding HK Premises is expected to be financed by internal resources and loan facilities of the Group.

The principal terms of the New PRC Tenancy Agreements are set out below:

1. 3D Shenzhen

Date:	29 October 2026 (after trading hours)		
Landlord:	Chongqing Fu Zhao Cai Trading Co., Ltd.* (重慶市福招財貿易有限公司)	Chongqing Fu Xi Yue Trading Co., Ltd.* (重慶市福喜悅貿易有限公司)	Chongqing Fu Duo Cai Trading Co., Ltd.* (重慶市福多財貿易有限公司)
New PRC Premises:	Unit 3902, Block A, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC	Unit 4005, Block A, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC	Units 4103-4105, Block A, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC
Lettable area: (sq. m.)	42.46	189.18	299.83
Term:	A maximum of 27 months from 1 January 2027 (or, if later, the date on which the Independent Shareholders' Approval is obtained) to 31 March 2029	A maximum of 27 months from 1 January 2027 (or, if later, the date on which the Independent Shareholders' Approval is obtained) to 31 March 2029	A maximum of 27 months from 1 January 2027 (or, if later, the date on which the Independent Shareholders' Approval is obtained) to 31 March 2029
Usage:	For use as office	For use as office	For use as office
Monthly rent:	RMB5,519.8	RMB24,593.4	RMB38,977.9
Deposit:	RMB11,039.6	RMB49,186.8	RMB77,955.8

2. Zhen Fu Guangzhou

Date:	29 October 2026 (after trading hours)
Landlord:	Guangzhou Li Ying Jewellery Co., Ltd.*（廣州利盈首飾有限公司）
New PRC Premises:	Partial area of third floor, No. 60, Liuhe Street, Dongchong Town, Nansha District, Guangzhou, China
Lettable area: (sq. m.)	220.8
Term:	A maximum of 27 months from 1 January 2027 (or, if later, the date on which the Independent Shareholders' Approval is obtained) to 31 March 2029
Usage:	For use as office
Monthly rent:	RMB5,520
Deposit:	Nil

The negotiation of the terms of the New PRC Tenancy Agreements was conducted by the parties on an arm's length basis and each of the rent was determined with reference to the open market rental of properties of comparable size, location, facilities and usage.

The rent payable by the Group for the New PRC Premises is expected to be financed by internal resources of the Group.

REASONS FOR AND BENEFITS OF ENTERING INTO THE 2026 TENANCY AGREEMENTS

In respect of the Superseding PRC Tenancy Agreements

The Group has an imminent need to renew the tenancy of the Superseding PRC Premises for use as office or seek other premises for continuance of its business. In evaluating the options of renewal of tenancy of the Superseding PRC Premises or leasing a new location, it is considered that the Superseding PRC Premises are located in an area where the Group has been familiar with. Furthermore, the Superseding PRC Premises are furnished with renovation and furniture, which will save renovation and furniture costs for the Group.

In respect of the Superseding HK Tenancy Agreement

The Group has an imminent need to renew the tenancy of the Superseding HK Premises for use as office or seek other premises for continuance of its business. In evaluating the options of renewal of tenancy of the Superseding HK Premises or leasing a new location, the Directors have considered that the Superseding HK Premises are located in an area where the Group has been familiar with. Moreover, the reduction of office areas could accommodate streamlined operation of the Group in Hong Kong and save cost for the Group.

In respect of the New PRC Tenancy Agreements

The Directors considered that it would benefit the Group to have an office adjacent to the existing office premises so that all resources could be consolidated, enhancing efficiency compared to having geographically dispersed office locations.

The Directors have reviewed the 2026 Tenancy Agreements and considered that the 2026 Tenancy Agreements were entered into under normal commercial terms at comparable market rents. Having reviewed the terms of the 2026 Tenancy Agreements, the Board (excluding the independent non-executive Directors who will give their views after taking into account the opinion given by the Independent Financial Adviser) is of the view that the transaction was entered into on normal commercial terms, in the ordinary and usual course of business of the Group, and confirmed that the terms of the transaction were fair and reasonable and in the interest of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As the 2026 Tenancy Agreements were entered into with the 2026 PRC Landlords and Ultra Power, the transactions contemplated under the 2026 Tenancy Agreements shall be aggregated and be treated as if they were one transaction pursuant to Chapter 14 of the Listing Rules.

Pursuant to HKFRS 16, the entering into of the 2026 Tenancy Agreements will require the Group to recognise the Superseding PRC Premises, New PRC Premises and Superseding HK Premises as right-of-use assets on its balance sheet, thus the entering into of the 2026 Tenancy Agreements and the transaction contemplated thereunder will be regarded as an acquisition of assets by the Group under the Listing Rules.

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the aggregate value of the right-of-use assets recognised by the Group pursuant to HKFRS 16 are more than 5% but less than 25%, the entering into of the 2026 Tenancy Agreements and the transaction contemplated thereunder constitute a disclosable transaction for the Company, and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As at the date of this announcement, (i) each of Chongqing Fu-yao, Chongqing Yu-su, Ultra Power, Chongqing Fu Zhao Cai, Chongqing Fu Xi Yue, Chongqing Fu Duo Cai and Guangzhou Li Ying is an indirect wholly-owned subsidiary of Luk Fook Holdings which is a substantial shareholder of the Company, thus each of Chongqing Fu-yao, Chongqing Yu-su, Ultra Power, Chongqing Fu Zhao Cai, Chongqing Fu Xi Yue, Chongqing Fu Duo Cai and Guangzhou Li Ying is a connected person of the Company under Chapter 14A of the Listing Rules. As such, the transactions contemplated under the 2026 Tenancy Agreements constitute a connected transaction of the Company under Chapter 14A of the Listing Rules and are subject to reporting, announcement, circular (including independent financial advice) and Independent Shareholders' Approval requirements under Chapter 14A of the Listing Rules.

(2) CONNECTED TRANSACTION IN RESPECT OF THE EARLY TERMINATION OF VARIOUS TENANCY AGREEMENTS

Reference is made to the announcement of the Company dated 8 May 2024 (the "**2024 Announcement**") in relation to, among other things, the discloseable and connected transaction in respect of various tenancy agreements; and the circular of the Company dated 13 June 2024 (the "**Circular**") in relation to, among other things, the foregoing transactions.

Upon the Superseding PRC Tenancy Agreements taking effect, the Superseded 2024 PRC Tenancy Agreements will be superseded and terminated in their entirety. Upon the Superseding HK Tenancy Agreement taking effect, the Superseded 2024 HK Tenancy Agreement will be superseded and terminated in its entirety.

On 29 October 2026 (after trading hours), Zun Fu Chongqing entered into an agreement together with (i) Guangzhou Li Ying to terminate the tenancy agreement dated 8 May 2024 for the partial area of third floor, No. 60, Liuhe Street, Dongchong Town, Nansha District, Guangzhou, PRC with effect from 31 December 2026; and (ii) Chongqing Jian-yi to terminate the tenancy agreement dated 8 May 2024 for Units 1802-1806 & 1807A, Block B, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC with effect from 31 December 2026.

On 29 October 2026 (after trading hours), 3D Chongqing entered into an agreement together with (i) Chongqing Jian-yi to terminate the tenancy agreement dated 8 May 2024 for partial unit 1807B, Block B, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC with effect from 31 December 2026; and (ii) Chongqing Bo-yuan to terminate the tenancy agreement dated 8 May 2024 for Units 1808-1809, Block B, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC with effect from 31 December 2026.

REASONS FOR AND BENEFITS OF THE EARLY TERMINATION OF THE SUPERSEDED 2024 PRC TENANCY AGREEMENTS, THE SUPERSEDED 2024 HK TENANCY AGREEMENT AND THE TERMINATED 2024 PRC TENANCY AGREEMENTS

Having considered the Company's strategy to optimize resource allocation and enhance operational flexibility, the parties have engaged in discussions regarding the early termination of the tenancy agreements. After prolonged negotiations, the parties mutually agreed to terminate the Superseded 2024 PRC Tenancy Agreements, the Superseded 2024 HK Tenancy Agreement and the Terminated 2024 PRC Tenancy Agreements. The Board considers that the termination represents a reasonable and practical direction to the Company in transitioning towards a light-asset model. This would offer significant cost advantages to the Group. The Board is of the view that the termination will not have any material adverse impact on the Group's financial position or operations, and is in the interests of the Company and its shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As the Superseded 2024 PRC Tenancy Agreements, the Superseded 2024 HK Tenancy Agreement and the Terminated 2024 PRC Tenancy Agreements were entered into with Chongqing Fu-yao, Chongqing Yu-su, Ultra Power, Guangzhou Li Ying and Chongqing Jian-yi, the transactions contemplated under the Superseded 2024 PRC Tenancy Agreements, the Superseded 2024 HK Tenancy Agreement and the Terminated 2024 PRC Tenancy Agreements will be aggregated and be treated as if they were one transaction pursuant to Chapter 14 of the Listing Rules.

In accordance with HKFRS 16, the Group has recognised the abovementioned premises under each of the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement and the Terminated 2024 PRC Tenancy Agreements to be right-of-use assets on its consolidated statement of financial position. The early termination will result in the diminution in value of right-of-use assets recognised by the Group. Therefore, the early termination of the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement and the Terminated 2024 PRC Tenancy Agreements will be regarded as disposals of assets by the Group under Chapter 14 of the Listing Rules.

As none of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the aggregate value of the right-of-use assets being de-recognised by the Group pursuant to HKFRS 16 is more than 5%, the early termination of the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement and the Terminated 2024 PRC Tenancy Agreements would not be subject to any reporting, announcement or shareholders' approval requirements under Chapter 14 of the Listing Rules.

As at the date of this announcement, (i) each of Chongqing Fu-yao, Chongqing Yu-su, Ultra Power and Guangzhou Li Ying, is an indirect wholly-owned subsidiary of Luk Fook Holdings which is a substantial shareholder of the Company; and (ii) Mr. WONG Ho Lung Danny is an executive director of the Company and CGS and he owns 50% interest in Chongqing Jian-yi. Thus each of Chongqing Fu-yao, Chongqing Yu-su, Ultra Power, Guangzhou Li Ying and Chongqing Jian-yi is a connected person of the Company under Chapter 14A of the Listing Rules.

Given that one or more of the applicable percentage ratios in respect of the value of the right-of-use assets to be derecognized is more than 0.1% but less than 5%, the transactions contemplated under the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement and the Terminated 2024 PRC Tenancy Agreements are subject to the reporting and announcement requirements but are exempt from the Independent Shareholders' Approval requirement under Chapter 14A of the Listing Rules.

Pursuant to Rule 14A.35 of the Listing Rules, if a previously disclosed connected transaction is subsequently terminated, the listed issuer must announce such fact as soon as practicable and comply with all other applicable provisions under the Listing Rules. Accordingly, the Company is publishing this announcement in respect of the tenancy agreement between 3D Chongqing and Chongqing Bo-yuan dated 8 May 2024 for Units 1808-1809, Block B, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC with effect from 31 December 2026.

To the best knowledge and belief of the Directors, Mr. WONG Ho Lung, Danny and Ms. CHEUNG Irene who have material interests in the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement or Terminated 2024 PRC Tenancy Agreements and the transactions contemplated thereunder have abstained from voting on the relevant resolution(s) of the Board to consider and approve the early termination of the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement and Terminated 2024 PRC Tenancy Agreements and the transactions contemplated thereunder. Also, Ms. WONG Hau Yeung and Dr. CHAN So Kuen are both executive directors of Luk Fook Holdings who have involved in the management of the Luk Fook Group. As such, both of them have abstained from voting on the relevant resolution(s) of the Board to consider and approve the early termination of the Superseded 2024 PRC Tenancy Agreements, Superseded 2024 HK Tenancy Agreement and Terminated 2024 PRC Tenancy Agreements and the transactions contemplated thereunder.

(3) CONTINUING CONNECTED TRANSACTIONS

Reference is made to the 2024 Announcement in relation to, among other things, the continuing connected transactions in respect of (a) the 2024 Supply Agreement; (b) the 2024 Purchase Agreement; and (c) the 2024 IT System Agreement, and the Circular in relation to, among other things, the foregoing transactions.

On 29 October 2026 (after trading hours), (i) Maxigood and CGS entered into the Supply Agreement; (ii) CGS and Maxigood entered into the Purchase Agreement; and (iii) Luk Fook Holdings and CGS entered into the IT System Agreement. Upon each of the Supply Agreement, Purchase Agreement and IT System Agreement becoming unconditional, each of the 2024 Supply Agreement, 2024 Purchase Agreement and 2024 IT System Agreement shall be superseded in their entirety.

(A) The Supply Agreement

The principal terms of the Supply Agreement are set out below:

Date: 29 October 2026 (after trading hours)

Purchaser: Maxigood Enterprises Limited (萬利佳企業有限公司)

Supplier:	China Gold Silver Group Company Limited (中國金銀集團有限公司)
Term:	1 January 2027 (or, if later, the date on which the Independent Shareholders' Approval is obtained) to 31 March 2029, unless or until terminated pursuant to the terms in the Supply Agreement.
Sale and purchase of goods:	CGS (for itself and as an agent for and on behalf of each of its subsidiaries) shall supply to Maxigood (for itself and as an agent for and on behalf of each of the subsidiaries of Luk Fook Holdings) and Maxigood (for itself and as an agent for and on behalf of each of the subsidiaries of Luk Fook Holdings) shall purchase from CGS (for itself and as an agent for and on behalf of each of its subsidiaries), raw materials and/or finished goods in respect of platinum and gold jewelleries and gold ornaments, gem-set jewelleries, jadeites, gemstones and other accessory items, subject to the terms and conditions of the Supply Agreement. Each transaction shall be effected by the relevant purchase order to be entered into between CGS and Maxigood.
Pricing basis:	The pricing of the transactions contemplated under the Supply Agreement will be determined on the following basis: (a) the price to be determined on a fair and reasonable basis in the ordinary and usual course of business of CGS which is equivalent or comparable to those prices offered to third parties independent of CGS for similar goods and having regard to the quantity and other conditions of the sale; and

(b) the price to be determined on a fair and reasonable basis in the ordinary and usual course of business of Maxigood which is equivalent or comparable to those prices obtained by Maxigood from third parties independent of Maxigood for similar goods and having regard to the quantity and other conditions of the purchase.

Prior to effecting the relevant sales order, CGS will obtain price quotations from independent third parties who intend to purchase the relevant product. The final determined price shall be approved by CGS's finance, procurement and operations departments. If CGS obtains more competitive price and terms for the relevant product from an independent third party, CGS will negotiate with Maxigood for comparable price and terms of the relevant product, and has full discretion to decide whether to engage Maxigood before effecting the sales order.

Payment term: Maxigood shall pay to CGS within 30 business days after the date of the relevant invoice issued by CGS to Maxigood.

Historical figures: Set out below are the aggregate historical amounts of the consideration received by the CGS Group for the transactions pursuant to the previous supply agreement for the periods from 1 July 2024 to 30 June 2025, 1 July 2025 to 30 June 2026 and the two months ended 31 August 2026:

	For the period from 1 July 2024 to 30 June 2025	**For the period from 1 July 2025 to 30 June 2026**	**For the two months ended 31 August 2026**
Amount (HK$'000) (approx.)	557	743	48

Annual caps: With reference to the historical transaction amounts and the estimated growth of the CGS Group's business, the parties to the Supply Agreement had agreed on the following annual caps for the sale and purchase of goods (the "**Supply Agreement Annual Caps**"):

	From 1 January 2027 to 31 March 2027	**From 1 April 2027 to 31 March 2028**	**From 1 April 2028 to 31 March 2029**
Amount (HK$'000) (approx.)	12,000	48,000	48,000

For the above three periods, it is estimated that the over three years aged products inventory to be sold by the CGS Group will amount to approximately HK$12.0 million, HK$48.0 million and HK$48.0 million, respectively. The CGS Group may sell its products inventory to its purchasers regardless of whether the purchaser is an independent third party or connected persons (i.e. the Luk Fook Group).

The Directors take the view that the CGS Group has the full discretion to decide which purchaser(s) to sell its products inventory to, but the annual caps will allow the CGS Group to have a flexibility to sell the accumulated products inventory to the Luk Fook Group, in the event the Luk Fook Group provides the best offer. The Board believes that, regardless of the historical amounts of consideration received by the CGS Group from the Luk Fook Group, the annual caps reflecting the maximum amount of inventory that could be sold by the CGS Group during the above three periods will provide more flexibility, which is more favourable to the business operations of the CGS Group.

(B) The Purchase Agreement

The principal terms of the Purchase Agreement are set out below:

Date:	29 October 2026 (after trading hours)
Purchaser:	China Gold Silver Group Company Limited(中國金銀集團有限公司)
Supplier:	Maxigood Enterprises Limited(萬利佳企業有限公司)
Term:	1 January 2027 (or, if later, the date on which the Independent Shareholders' Approval is obtained) to 31 March 2029, unless or until terminated pursuant to the terms in the Purchase Agreement.
Sale and purchase of goods:	CGS (for itself and as an agent for and on behalf of each of its subsidiaries) shall purchase from Maxigood (for itself and as an agent for and on behalf of each of the subsidiaries of Luk Fook Holdings) and Maxigood (for itself and as an agent for and on behalf of each of the subsidiaries of Luk Fook Holdings) shall supply to CGS (for itself and as an agent for and on behalf of each of its subsidiaries), raw materials and/or finished goods in respect of platinum and gold jewelleries and gold ornaments, gem-set jewelleries, jadeites, gemstones and other accessory items, subject to the terms and conditions of the Purchase Agreement. Each transaction shall be effected by the relevant purchase order to be entered into between CGS and Maxigood.

Pricing basis: The pricing of the transactions contemplated under the Purchase Agreement will be determined on the following basis:

(a) the price to be determined on a fair and reasonable basis in the ordinary and usual course of business of Maxigood which is equivalent or comparable to those prices offered to third parties independent of Maxigood for similar goods and having regard to the quantity and other conditions of the sale; and

(b) the price to be determined on a fair and reasonable basis in the ordinary and usual course of business of CGS which is equivalent or comparable to those prices obtained by CGS from third parties independent of CGS for similar goods and having regard to the quantity and other conditions of the purchase.

Prior to effecting the relevant purchase order, CGS will (i) obtain price quotations from independent third parties who offer the comparable product in terms of quality and specification; and (ii) to the extent possible, obtain market quotations of comparable products from official websites. The final determined price shall be approved by CGS's finance, procurement and operations departments. If CGS obtains more reasonable price and terms for the relevant product from an independent third party, CGS will negotiate with Maxigood for comparable price and terms of the relevant product, and has full discretion to decide whether to engage Maxigood before effecting the purchase order.

Payment term: CGS shall pay to Maxigood within 30 business days after the date of the relevant invoice issued by Maxigood to CGS.

Historical figures: Set out below are the aggregate historical amounts of the consideration paid by the CGS Group for the transactions pursuant to the previous purchase agreement for the periods from 1 July 2024 to 30 June 2025, 1 July 2025 to 30 June 2026 and the two months ended 31 August 2026:

	For the period from 1 July 2024 to 30 June 2025	**For the period from 1 July 2025 to 30 June 2026**	**For the two months ended 31 August 2026**
Amount (HK$'000) (approx.)	60,733	268,218	586

Annual caps: With reference to the historical transaction amounts and the estimated growth of the CGS Group's business, the parties to the Purchase Agreement had agreed on the following annual caps for the sale and purchase of goods (the "**Purchase Agreement Annual Caps**"):

	From 1 January 2027 to 31 March 2027	**From 1 April 2027 to 31 March 2028**	**From 1 April 2028 to 31 March 2029**
Amount (HK$'000) (approx.)	125,000	800,000	1,000,000

The Purchase Agreement Annual Caps were determined with reference to the ratio of actual purchases made by the CGS Group from the Luk Fook Group to the total purchases made by the CGS Group for the recent interim period of the current financial year, which had increased significantly after the acquisition of majority stake in the Group by the Luk Fook Group in July 2023. The Board considered the transactions with the Luk Fook Group to be in the interest of the CGS Group, as it would ensure reliable delivery of quality products to the CGS Group at prices and payment terms no less favourable to the CGS Group than terms available from independent third party suppliers.

Since completion of the Acquisition in January 2024, the CGS Group has adopted a proactive store-opening strategy. As a result, the number of its self-operated retail outlets increased significantly from 105 as at 31 March 2025 to 157 as at 31 March 2026. The CGS Group intends to continue pursuing this strategy and expanding its retail footprint in the future. As part of this expansion, the CGS Group has recently opened its first overseas self-operated retail outlet in Australia.

(C) The IT System Agreement

Date: 29 October 2026 (after trading hours)

Parties: (1) Luk Fook Holdings (International) Limited (六福集團(國際)有限公司)

(2) China Gold Silver Group Company Limited (中國金銀集團有限公司)

Term:	1 January 2027 (or, if later, the date on which the Independent Shareholders' Approval is obtained) to 31 March 2029, unless or until terminated pursuant to the terms in the IT System Agreement.
Scope of transactions:	The CGS Group may from time to time purchase information technology system services from the Luk Fook Group, which shall include (i) licensing of software, (ii) maintenance services, (iii) system and software implementation and customization, (iv) IT infrastructure and network, (v) technical support services, etc. in relation to business process & backend support applications and operating systems. Pursuant to the IT System Agreement, any entity within the Luk Fook Group may enter into a separate service request, confirmatory document, or other definitive agreement (each a "Definitive Agreement") with any entity within the Group, provided that nothing in the Definitive Agreement(s) may contravene the terms and conditions of the IT System Agreement.
Pricing policy:	The CGS Group shall pay service fees to the Luk Fook Group for the information technology services based on the pricing of each specific service as agreed by both parties. The fees shall be determined with reference to the prevailing price of similar services in the open market, as well as the development costs, operating costs, nature and scale of the relevant information technology systems or projects, with markups of no more than 15%, subject to mutual negotiation and corresponding adjustments in line with the applicable market practice, to ensure that the price is no less favourable to the CGS Group than the price offered by independent third-party suppliers for similar services and that the price is determined after arm's length negotiation between the parties on normal commercial terms.

Set out below are the aggregate historical amounts of the service fees paid by the CGS Group for the transactions pursuant to the 2024 IT System Agreement for the periods from 1 July 2024 to 30 June 2025, 1 July 2025 to 30 June 2026 and the two months ended 31 August 2026:

	For the period from 1 July 2024 to 30 June 2025	**For the period from 1 July 2025 to 30 June 2026**	**For the two months ended 31 August 2026**
Amount (HK$'000) (approx.)	163	935	33

Annual caps: With reference to the historical transaction amount and the estimated growth of the Group's business, the parties to the IT System Agreement had agreed on the following annual caps for the information technology service (the "**IT System Agreement Annual Caps**"):

	From 1 January 2027 to 31 March 2027	**From 1 April 2027 to 31 March 2028**	**From 1 April 2028 to 31 March 2029**
Amount (HK$'000) (approx.)	400	9,000	2,000

The IT System Agreement Annual Caps were determined with reference to the historical transaction amounts; the CGS Group's increasing demand for information technology services and new systems in line with the anticipated growth of the CGS Group's retail and franchising business, which corresponds with the Group's latest proactive network expansion strategy; and a moderate inflation rate projected for the relevant periods.

REASONS FOR AND BENEFITS OF THE ENTERING INTO THE AGREEMENTS

The entering into of the Agreements (which, upon becoming unconditional, shall supersede each of the 2024 Supply Agreement, 2024 Purchase Agreement and 2024 IT System Agreement in their entirety) is to renew some of the expired or expiring agreements and is based on the commercial needs of the Group, which is in the ordinary and usual course of business of the Group and also in the interest of the Group and the Shareholders as a whole after taking into account the following:

(a) the Supply Agreement will ensure consistent sales of raw materials and/or finished goods in respect of platinum and gold jewelleries and gold ornaments, gem-set jewelleries, jadeites, gemstones and other accessory items by the CGS Group at rates consistent with the market;

(b) the Purchase Agreement will continue to ensure a consistent supply of raw materials and/or finished goods in respect of platinum and gold jewelleries and gold ornaments, gem-set jewelleries, jadeites, gemstones and other accessory items to the CGS Group at rates consistent with the market;

(c) the IT System Agreement will allow the Group to streamline information technology processes, standardize service delivery and reduce operational risks, thereby cultivating an efficient and scalable information technology infrastructure that aligns with the Group's strategic business objectives.

Having taken into account the factors and reasons set out above, the Directors (excluding the independent non-executive Directors who will give their views after taking into account the opinion given by the Independent Financial Adviser) are of the view that:

(a) based on the historical transaction amounts and the estimated growth of the CGS Group's business, the Supply Agreement (including the annual caps) is on normal commercial terms, entered into on an arm's length basis, in the ordinary and usual course of business of the Group, in the interest of the Group and the Shareholders as a whole, and fair and reasonable so far as the Shareholders are concerned;

(b) based on the historical transaction amounts and the estimated growth of the CGS Group's business, the Purchase Agreement (including the annual caps) is on normal commercial terms, entered into on an arm's length basis, in the ordinary and usual course of business of the Group, in the interest of the Group and the Shareholders as a whole, and fair and reasonable so far as the Shareholders are concerned;

(c) based on the historical transaction amounts and the estimated growth of the CGS Group's business, the IT System Agreement (including the annual caps) is on normal commercial terms, entered into on an arm's length basis, in the ordinary and usual course of business of the Group, in the interest of the Group and the Shareholders as a whole, and fair and reasonable so far as the Shareholders are concerned.

INFORMATION OF THE PARTIES

The Company is an investment holding company. The Group is principally engaged in the retailing, wholesaling and franchising operations for gold and jewellery products in Hong Kong, Thailand, Australia and Chinese Mainland.

CGS is a subsidiary of the Company. The principal activity of CGS is investment holding. Its subsidiaries are principally engaged in the trading and sale of gold, platinum and jewellery products in Hong Kong, Thailand, Australia and other regions in the PRC through retailing, licensing and e-commerce under the brand or trade names of "3DG" and "金至尊".

3DM is a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of CGS. 3DM is principally engaged in providing management services.

3D Shenzhen is a company established in the PRC with limited liability and a wholly-owned subsidiary of CGS. 3D Shenzhen is principally engaged in retailing & franchising operations of gold and jewellery products in Chinese Mainland.

3D Chongqing is a company established in the PRC with limited liability and a wholly-owned subsidiary of CGS. 3D Chongqing is principally engaged in wholesaling operations of gold and jewellery products in Chinese Mainland.

Zun Fu Chongqing is a company established in the PRC with limited liability and a wholly-owned subsidiary of CGS. Zun Fu Chongqing is principally engaged in retailing & franchising operations of gold and jewellery products in Chinese Mainland.

Zhen Fu Beijing is a company established in the PRC with limited liability and a wholly-owned subsidiary of CGS. Zhen Fu Beijing is principally engaged in retailing & franchising operations of gold and jewellery products in Chinese Mainland.

Zhen Fu Guangzhou is a company established in the PRC with limited liability and a wholly-owned subsidiary of CGS. Zhen Fu Guangzhou is principally engaged in provision of management services.

The principal activity of Luk Fook Holdings is investment holding. Its subsidiaries are principally engaged in the sourcing, designing, wholesaling, trademark licensing and retailing of a variety of gold and platinum jewellery and gem-set jewellery.

Chongqing Fu-yao is a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings. Chongqing Fu-yao is principally engaged in property holding in the PRC.

Guangzhou Li Ying is a company established in the PRC with limited liability and an indirect wholly– owned subsidiary of Luk Fook Holdings. Guangzhou Li Ying is principally engaged in property holding in the PRC.

Ultra Power is a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings. Ultra Power is principally engaged in property holding in Hong Kong.

Chongqing Yu-su is a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings. Chongqing Yu-su is principally engaged in property holding in the PRC.

Maxigood is a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings. Maxigood is principally engaged in manufacturing and wholesale distribution of a variety of gem-set jewellery and gemstones.

Chongqing Jian-yi is a company established in the PRC with limited liability and is owned as to 50% by Mr. WONG Ho Lung Danny. Chongqing Jian-yi is principally engaged in property holding in the PRC.

Chongqing Fu Zhao Cai is a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings. Chongqing Fu Zhao Cai is principally engaged in property holding in PRC.

Chongqing Fu Xi Yue is a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings. Chongqing Fu Xi Yue is principally engaged in property holding in PRC.

Chongqing Fu Duo Cai is a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings. Chongqing Fu Duo Cai is principally engaged in property holding in PRC.

IMPLICATIONS UNDER THE LISTING RULES

As (i) Luk Fook Holdings is a substantial shareholder of the Company; and (ii) Maxigood is an indirect wholly-owned subsidiary of Luk Fook Holdings, each of Maxigood and Luk Fook Holdings is therefore a connected person of the Company under Chapter 14A of the Listing Rules. As such, the transactions contemplated under the Agreements constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios in respect of the highest of the Supply Agreement Annual Caps, the Purchase Agreement Annual Caps, the IT System Agreement Annual Caps exceed 5%, the Supply Agreement, the Purchase Agreement, the IT System Agreement and the transactions contemplated thereunder are subject to the reporting, annual review, announcement, circular and Independent Shareholders' Approval requirements under Chapter 14A of the Listing Rules.

(4) THE EARLY TERMINATION OF CONTINUING CONNECTED TRANSACTIONS

Reference is made to the 2024 Announcement in relation to, among other things, the continuing connected transaction in respect of the 2024 Service Agreement and 2024 Franchise Agreement.

On 29 October 2026 (after trading hours), Zun Fu Chongqing entered into an agreement with Chongqing Bo-yuan to terminate (i) the 2024 Service Agreement; and (ii) the 2024 Franchise Agreement, each with effect from 31 December 2026.

REASONS FOR AND BENEFITS OF THE EARLY TERMINATION OF THE 2024 SERVICE AGREEMENT AND 2024 FRANCHISE AGREEMENT

The arrangement is based on the commercial needs of the Group, which is in the ordinary and usual course of business of the Group. The Board is of the view that the termination will not have any material adverse impact on the Group's financial position or operations, and is in the interests of the Company and its shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

Pursuant to Rule 14A.35 of the Listing Rules, if a previously disclosed connected transaction is subsequently terminated, the listed issuer must announce such fact as soon as practicable and comply with all other applicable provisions under the Listing Rules. Accordingly, the Company is publishing this announcement in respect of the termination of the 2024 Franchise Agreement and the 2024 Service Agreement.

FORMATION OF THE INDEPENDENT BOARD COMMITTEE AND APPOINTMENT OF INDEPENDENT FINANCIAL ADVISER

The Independent Board Committee comprising Mr. SZE Yeung Kuen, Mr. CHAN Raymond, Dr. LAM Ki Wai, Lianne and Dr. CHOW Kwoon Ho, Simon, being all the independent non-executive Directors, has been formed to advise the Independent Shareholders in respect of the (a) 2026 Tenancy Agreements and the transactions contemplated thereunder; and (b) the Supply Agreement, the Purchase Agreement, the IT System Agreement and the transactions contemplated thereunder. An Independent Financial Adviser has been appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

SGM

The SGM will be convened for the purpose of considering and, if thought fit, approving, among other things, (a) the 2026 Tenancy Agreements and the transactions contemplated thereunder; and (b) the Supply Agreement, the Purchase Agreement, the IT System Agreement and the transactions contemplated thereunder.

Shareholders including Luk Fook Holdings and its associates will abstain from voting on the relevant resolutions at the SGM. Save as disclosed and to the best of the knowledge, information and belief of the Directors, no other Shareholder (or its associates) has a material interest in (a) the 2026 Tenancy Agreements and the transactions contemplated thereunder; and (b) the Supply Agreement, the Purchase Agreement, the IT System Agreement and the transactions contemplated thereunder, and is required to abstain from voting on the resolutions to approve the aforesaid matters at the SGM.

MISCELLANEOUS

A circular containing, among other things, (i) further details of (a) the 2026 Tenancy Agreements and the transactions contemplated thereunder; and (b) the Supply Agreement, the Purchase Agreement, the IT System Agreement and the transactions contemplated thereunder; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders; (iv) a notice convening the SGM; and (v) other information required under the Listing Rules, will be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules. As additional time is required by the Company to prepare the information to be included in the circular, the circular is expected to be despatched to the Shareholders on or before 25 November 2026.

DEFINITIONS

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

"2024 Franchise Agreement"	the franchise agreement dated 8 May 2024 entered into between Zun Fu Chongqing and Chongqing Bo-yuan in relation to the grant of the licence by Chongqing Bo-yuan to the CGS Group for the use of the Computer Programs

"2024 IT System Agreement"	the information technology system service agreement dated 8 May 2024 and entered into between CGS and Luk Fook Holdings in relation to the provision of certain information technology system-related services by various subsidiaries of Luk Fook Holdings to the Group
"2024 Purchase Agreement"	the framework agreement dated 8 May 2024 and entered into between CGS and Maxigood in respect of the purchase of goods by CGS (for itself and as an agent for and on behalf of each of its subsidiaries) from Maxigood (for itself and as an agent for and on behalf of each of the subsidiaries of Luk Fook Holdings)
"2024 Service Agreement"	the service agreement dated 8 May 2024 and entered into between Zun Fu Chongqing and Chongqing Bo-yuan in relation to the provision of certain maintenance services for the Computer Programs by Chongqing Bo-yuan to the CGS Group
"2024 Supply Agreement"	the framework agreement dated 8 May 2024 and entered into between CGS and Maxigood in respect of the supply of goods by CGS (for itself and as an agent for and on behalf of each of its subsidiaries) to Maxigood (for itself and as an agent for and on behalf of each of the subsidiaries of Luk Fook Holdings)
"2026 PRC Landlords"	collectively, Chongqing Fu-yao, Chongqing Yu-su, Chongqing Fu Zhao Cai, Chongqing Fu Xi Yue, Chongqing Fu Duo Cai and Guangzhou Li Ying
"2026 Tenancy Agreements"	collectively, the New PRC Tenancy Agreements, the Superseding PRC Tenancy Agreements and the Superseding HK Tenancy Agreement
"3DM"	3D-Gold Management Services Limited(金至尊管理服務有限公司), a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of CGS

"3D Chongqing"	Chongqing 3D-Gold Jewellery Design Co., Ltd.* (重慶金至尊飾品設計有限公司), a company established in the PRC with limited liability and a wholly-owned subsidiary of CGS
"3D Shenzhen"	3D-Gold (Shenzhen) Co., Ltd.* (至尊金業(深圳)有限公司), a company established in the PRC with limited liability and a wholly-owned subsidiary of CGS
"Agreements"	collectively, the Supply Agreement, the Purchase Agreement and the IT System Agreement
"associate(s)"	has the meaning ascribed thereto under the Listing Rules
"Board"	the board of Directors
"CGS"	China Gold Silver Group Company Limited (中國金銀集團有限公司), a company incorporated in the British Virgin Islands with limited liability and a subsidiary of the Company
"CGS Group"	CGS and its subsidiaries
"Chongqing Bo-yuan"	Bo-yuan GS Software (Chongqing) Co., Ltd.* (博遠金星軟件(重慶)有限公司), a company established in the PRC with limited liability and indirectly owned by Mr. WONG Wai Sheung, an executive director, Chairman and Chief Executive Officer of Luk Fook Holdings, together with others
"Chongqing Fu Duo Cai"	Chongqing Fu Duo Cai Trading Co., Ltd.*(重慶市福多財貿易有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings

"Chongqing Fu Xi Yue"	Chongqing Fu Xi Yue Trading Co., Ltd.*(重慶市福喜悅貿易有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings
"Chongqing Fu-yao"	Chongqing Fu-yao Trading Co., Ltd.*(重慶市福邀貿易有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings
"Chongqing Fu Zhao Cai"	Chongqing Fu Zhao Cai Trading Co., Ltd.*(重慶市福招財貿易有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings
"Chongqing Jian-yi"	Jian-yi Property Management (Chongqing) Co., Ltd.*(建益物業管理(重慶)有限公司), a company established in the PRC with limited liability, which is owned as to 50% by Mr. WONG Ho Lung, Danny
"Chongqing Yu-su"	Chongqing Yu-su Trading Co., Ltd.*(重慶市聿宿貿易有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings
"Company"	3DG Holdings (International) Limited(金至尊集團(國際)有限公司), an exempted company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
"Computer Programs"	the computer programs in object code form in respect of certain computerized systems to be installed at the CGS Group's retail outlets and/or head offices (including the user manuals in relation to the computer programs)
"connected person(s)"	has the meaning ascribed thereto in the Listing Rules

"Director(s)"	the director(s) of the Company
"Group"	the Company and its subsidiaries
"Guangzhou Li Ying"	Guangzhou Li Ying Jewellery Co., Ltd.*（廣州利盈首飾有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"HKFRS 16"	the "Hong Kong Financial Reporting Standard 16 – Leases" issued by the Hong Kong Institute of Certified Public Accountants, which sets out the principles for the recognition, measurement, presentation and disclosure of leases
"Hong Kong"	Hong Kong Special Administrative Region of the PRC
"IT System Agreement"	the information technology system service agreement dated 29 October 2026 and entered into between CGS and Luk Fook Holdings in relation to the provision of certain information technology system-related services by various subsidiaries of Luk Fook Holdings to the Group
"IT System Agreement Annual Caps"	has the meaning ascribed to it under the section headed "(3) Continuing Connected Transactions" in this announcement
"Independent Board Committee"	comprising Mr. SZE Yeung Kuen, Mr. CHAN Raymond, Dr. LAM Ki Wai, Lianne and Dr. CHOW Kwoon Ho, Simon, being all the independent non-executive Directors, which has been formed to advise the Independent Shareholders in respect of (a) the 2026 Tenancy Agreements and the transactions contemplated thereunder; and (b) the Supply Agreement, the Purchase Agreement, the IT System Agreement and the transactions contemplated thereunder

"Independent Shareholders"	Shareholders, other than Luk Fook Holdings and its associates
"Independent Shareholders' Approval"	the approval of the Independent Shareholders in accordance with the Listing Rules to authorise and approve the Supply Agreement, the Purchase Agreement, the IT System Agreement, and the 2026 Tenancy Agreements
"Independent Financial Adviser"	Messis Capital Limited, a licensed corporation to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong), acting as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in respect of (a) the 2026 Tenancy Agreements and the transactions contemplated thereunder; and (b) the Supply Agreement, the Purchase Agreement, the IT System Agreement and the transactions contemplated thereunder
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Luk Fook Group"	Luk Fook Holdings and its subsidiaries
"Luk Fook Holdings"	Luk Fook Holdings (International) Limited(六福集團(國際)有限公司), a company incorporated in Bermuda with limited liability and the issued shares of which are listed on the Main Board of the Stock Exchange (stock code: 0590)
"Macau"	the Macau Special Administrative Region of the PRC
"Maxigood"	Maxigood Enterprises Limited(萬利佳企業有限公司), a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings

"New PRC Premises"	(i) Units 3902, 4005 and 4103-4105, Block A, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC; and (ii) Partial area of third floor, No. 60, Liuhe Street, Dongchong Town, Nansha District, Guangzhou, PRC
"New PRC Tenancy Agreements"	the tenancy agreements dated 29 October 2026 and entered into between various subsidiaries of Luk Fook Holdings and various subsidiaries of the Company for the lease of the New PRC Premises
"PRC" or "Chinese Mainland"	the People's Republic of China
"Purchase Agreement"	the framework agreement dated 29 October 2026 and entered into between CGS and Maxigood in respect of the purchase of goods by CGS (for itself and as an agent for and on behalf of each of its subsidiaries) from Maxigood (for itself and as an agent for and on behalf of each of the subsidiaries of Luk Fook Holdings)
"Purchase Agreement Annual Caps"	has the meaning ascribed to it under the section headed "(3) Continuing Connected Transactions" in this announcement
"SGM"	the special general meeting of the Company to be convened, as and when appropriate, for the Independent Shareholders to consider and vote on, the 2026 Tenancy Agreements, the Supply Agreement, the Purchase Agreement and IT System Agreement and the transactions contemplated thereunder and the Supply Agreement Annual Caps, the Purchase Agreement Annual Caps and IT System Agreement Annual Caps
"Share(s)"	ordinary share(s) of HK$0.001 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the issued Shares
"Stock Exchange"	The Stock Exchange of Hong Kong Limited

"Superseded 2024 HK Premises"	Units 1506-1512, 1515 and 1516, Metropole Square, No. 2 On Yiu Street, Shatin, New Territories, Hong Kong
"Superseded 2024 HK Tenancy Agreement"	the tenancy agreement 3DM entered into with Ultra Power for the lease of the Superseded 2024 HK Premises on 8 May 2024
"Superseded 2024 PRC Tenancy Agreements"	the tenancy agreements dated 8 May 2024 and entered into between various subsidiaries of Luk Fook Holdings and various subsidiaries of the Company for the lease of the Superseding PRC Premises
"Superseding HK Premises"	Units 1506-1511, Metropole Square, No.2 On Yiu Street, Shatin, New Territories, Hong Kong
"Superseding HK Tenancy Agreement"	the tenancy agreement 3DM entered into with Ultra Power for the lease of the Superseding HK Premises on 29 October 2026
"Superseding PRC Premises"	Units 1701-1712, Block B, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC
"Superseding PRC Tenancy Agreements"	the tenancy agreements dated 29 October 2026 and entered into between various subsidiaries of Luk Fook Holdings and various subsidiaries of the Company for the lease of the Superseding PRC Premises
"Supply Agreement"	the framework agreement dated 29 October 2026 and entered into between CGS and Maxigood in respect of the supply of goods by CGS (for itself and as an agent for and on behalf of each of its subsidiaries) to Maxigood (for itself and as an agent for and on behalf of each of the subsidiaries of Luk Fook Holdings)
"Supply Agreement Annual Caps"	has the meaning ascribed to it under the section headed "(3) Continuing Connected Transactions" in this announcement

"Terminated 2024 PRC Premises"	(i) Units 1802-1806, 1807A, 1808-1809 and Partial Unit 1807B, Block B, IBC, Buxin St 3008, Luohu District, Shenzhen, PRC; and (ii) Partial area of third floor, No. 60, Liuhe Street, Dongchong Town, Nansha District, Guangzhou, PRC
"Terminated 2024 PRC Tenancy Agreements"	the tenancy agreements dated 8 May 2024 and entered into between various subsidiaries of Luk Fook Holdings and various subsidiaries of the Company for the lease of the Terminated 2024 PRC Premises
"Termination Agreements"	the termination agreements entered into by Zun Fu Chongqing together with Chongqing Bo-yuan to terminate (i) the 2024 Service Agreement; and (ii) the 2024 Franchise Agreement, each with effect from 31 December 2026
"Ultra Power"	Ultra Power Corporation Limited (越能有限公司), a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of Luk Fook Holdings
"RMB"	Renminbi, the lawful currency of the PRC
"Zhen Fu Beijing"	Zhen Fu Jewellery (Beijing) Co., Ltd.* (臻福珠寶(北京)有限公司), a company established in the PRC with limited liability and a wholly-owned subsidiary of CGS
"Zhen Fu Guangzhou"	Zhen Fu Jewellery (Guangzhou) Co., Ltd.* (臻福珠寶(廣州)有限公司), a company established in the PRC with limited liability and a wholly-owned subsidiary of CGS
"Zun Fu Chongqing"	Zun Fu Jewellery (Chongqing) Co., Ltd.* (尊福珠寶(重慶)有限公司), a company established in the PRC with limited liability and a wholly-owned subsidiary of CGS

"%"	per cent

By order of the Board
3DG Holdings (International) Limited
WONG Ho Lung, Danny
Chairman & Chief Executive Officer

Hong Kong, 29 October 2026

As at the date of this announcement, the Board comprises Mr. WONG Ho Lung, Danny (Chairman and Chief Executive Officer), Ms. WONG Hau Yeung, Dr. CHAN So Kuen and Ms. CHEUNG Irene (Chief Operating Officer) as Executive Directors; Ms. YEUNG Po Ling, Pauline as the Non-executive Director and Mr. SZE Yeung Kuen, Mr. CHAN Raymond, Dr. LAM Ki Wai, Lianne and Dr. CHOW Kwoon Ho, Simon as the Independent Non-executive Directors.

* *For identification purposes only*