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中国奇点国峰控股有限公司

China Qidian Guofeng Holdings Limited

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 1280)

**VOLUNTARY ANNOUNCEMENT
LETTER OF INTENT IN RELATION TO
POSSIBLE ACQUISITION OF AN AI COMPANY**

This is a voluntary announcement made by China Qidian Guofeng Holdings Limited (the “**Company**”).

THE LETTER OF INTENT

On 10 July 2025, the Company entered into a non-legally binding letter of intent (the “**Letter of Intent**”) with the vendor (the “**Vendor**”), pursuant to which the Company proposes to acquire, and the Vendor proposes to sell, a company primarily engaged in the network technology sector (the “**Target Company**”, and together with its subsidiaries, the “**Target Group**”) in respect of 100% of its equity interest (the “**Possible Acquisition**”). The Target Company is a company incorporated in the People’s Republic of China (the “**PRC**”) and is an AI technology company with AI-driven enablement services for the interest-based e-commerce sector as core business.

KEY TRANSACTION TERMS

In accordance with the terms set out in the Letter of Intent:

1. Valuation of the Target Company: The overall valuation of the Target Company is in the range of HK\$350,000,000 to HK\$500,000,000 (HK\$350 million to HK\$500 million).

2. **Final Determination of Consideration:** The final consideration for the potential transaction will be determined based on the valuation report issued by an independent valuer and the results of the Company's legal and financial due diligence, taking into account the price range of comparable transactions in the industry. The final consideration will be specified in the formal agreement.
3. **Subject of the Possible Acquisition:** The Company will acquire 100% equity interest in the Target Company.
4. **Payment Method:** The consideration for the Possible Acquisition is intended to be settled by way of new shares to be issued by the Company that will be listed on The Stock Exchange of Hong Kong Limited as consideration shares. The valuation of the Target Company, the final transaction consideration, timeline, and other related terms will be subject to further discussion and negotiation between the Group and the Vendor, taking into account the results of the due diligence on the Target Group, and will be formally determined in the formal agreement.

Due Diligence

Upon reasonable notice and within a reasonable time, the Company shall be entitled to carry out due diligence investigations on the Target Group, which shall be completed in two months from the date of the Letter of Intention. The Vendor shall, and shall procure the relevant parties, to provide assistance in this regard.

Exclusivity

For a period of two months from the date of signing the Letter of Intent, the Vendor and the Target Company shall not accept, solicit, or consider any proposal from any other party, nor enter into any agreement with any party other than the Company for the sale, transfer, or disposal of their interests in the Target Group, or for any transaction that would dilute the Vendor's ownership, except for financing related to the Target Company's working capital.

Formal Agreement

The Company and the Vendor shall negotiate in good faith to enter into a formal and legally binding agreement (the "**Formal Agreement**") in respect of the potential acquisition within two months from the date of the Letter of Intent (or such later date as may be agreed by both parties). The consideration for the potential acquisition will be determined through fair negotiations between the Company and the Vendor and will be set out in the Formal Agreement.

Non-Legally Binding Effect

The Letter of Intent is not legally binding on the parties, except for the provisions relating to due diligence, exclusivity, confidentiality, and applicable law.

Termination

The Letter of Intent will terminate upon the occurrence of any of the following circumstances: (i) mutual written agreement by both parties to terminate the Letter of Intent; or (ii) failure by both parties to enter into the Formal Agreement within three months from the date of signing the Letter of Intent.

BACKGROUND OF THE TARGET COMPANY

The Target Company is a limited liability company established in Shanghai, PRC, principally engaged in network technology and is an AI technology company with AI-driven enablement services for the interest-based e-commerce sector as core business. To the best knowledge, information and belief of the directors of the Company, having made all reasonable enquiries, the Vendor is independent of and not connected with the Company and connected persons (as defined in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”)) of the Company.

REASONS FOR AND BENEFITS OF THE LETTER OF INTENT

The Board believes that the potential acquisition is highly aligned with the Group’s strategic direction of OMO new consumer ecosystem empowered by AI. The Target Company’s mature AI technology capabilities and innovative business model in the interest-based e-commerce sector can generate significant synergies with the Group’s existing businesses in baijiu segment and financial education segment.

By integrating the Target Group’s AI enablement new retail technology and AI algorithm capabilities, the Group is positioned to accelerate omni-channel integration, broaden user coverage, and establish a sustainable new revenue growth engine. The Board believes that the implementation of the Potential Acquisition will effectively strengthen the Group’s core competitive barriers and create a strategic pivot for enhancing long-term shareholder value.

GENERAL

If the Formal Agreement materializes, the Possible Acquisition may constitute a notifiable transaction of the Company under the Listing Rules. Further announcement(s) will be made by the Company in accordance with all applicable requirements of the Listing Rules as and when appropriate.

The Company wishes to emphasize that no binding agreement in relation to the Possible Acquisition has been entered into as at the date of this announcement. As such, the Possible Acquisition may or may not proceed. 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
China Qidian Guofeng Holdings Limited
Yuan Li
Chairman

Shenzhen, 10 July 2025

As at the date of this announcement, the Board of the Company comprises four executive Directors, namely Mr. Yuan Li, Mr. Sun Yue, Mr. Yuan Lijun and Mr. Zhuang Liangbao; one non-executive Director, namely Mr. Wang Xianfu, and three independent non-executive Directors, namely Mr. Zhang Yihua, Mr. Chen Rui and Ms. Tang Chung Kwan Brenda.