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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 POSSIBLE ACQUISITION**

This announcement is made by AOM International Group Company Limited (the “**Company**” , together with its subsidiaries, the “**Group**”) on a voluntary basis.

#### **MEMORANDUM OF UNDERSTANDING**

The board of directors of the Company (the “**Board**”) is pleased to announce that on 12 September 2025 (after trading hours of the Stock Exchange), the Company entered into a Memorandum of Understanding (the “**MOU**”) with Ms. Wang Fang (王芳) (the “**Vendor**”), pursuant to which the parties agreed to enter into a negotiation regarding a possible conditional acquisition by the Company and a possible conditional disposal by the Vendor of a 51% interest in Hainan Miaolian Technology Co., Ltd. (海南秒鏈科技有限公司) (the “**Target Company**”) (the “**Possible Acquisition**”). Subject to the finalization and entering into of a definitive agreement by the Company (or a wholly-owned subsidiary of the Company nominated by the Company) and the Vendor (the “**Definitive Agreement**”), upon completion of the Possible Acquisition, the financial results of the Target Company will be consolidated into the financial statements of the Company.

#### **Preliminary Framework of the Possible Acquisition**

The Company intends to acquire and the Vendor intends to dispose of 51% interest in the Target Company.

The terms of the Possible Acquisition, the consideration for the Possible Acquisition and the detailed payment methods shall be determined in the Definitive Agreement, which the parties shall enter into within three (3) months upon signing of the MOU or such later date which the Company and the Vendor may otherwise agree. Pursuant to the MOU, the Vendor and the Company intended that the consideration for the Possible Acquisition to be agreed between the Company and the Vendor will be determined with reference to, among other things, the valuation of the Target Company prepared by an independent professional valuer to be appointed by the Company.

### **Exclusivity Period and Due Diligence**

Pursuant to the MOU, the Vendor has agreed and undertaken that it shall not, directly or indirectly, engage in any discussion or negotiation, with any third party in respect of any sale of equity interests, assets and business of the Target Company (a) within two (2) months from the date of signing of the MOU or any later date which the Company and the Vendor may otherwise agree; (b) upon mutual agreement and written confirmation from the parties confirming the Possible Acquisition has been approved; or (c) upon a breach of confidentiality contractual obligations by either party to MOU (whichever occurs earlier) (the “**Exclusivity Period** ”).

Within the Exclusivity Period, the Company shall be entitled to conduct business, organizational structure, financial and legal due diligence on the Target Company. The Vendor shall provide to the Company and/or procure the Company’s access to all records and documents of the Target Company forthwith upon request for due diligence purpose and to respond forthwith to the enquiries of the Company.

### **Costs**

Either party to the MOU shall bear its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and implementation of the MOU.

### **Legal Effect**

This MOU shall create no legal or binding obligations on the parties thereto, save for provisions relating to due diligence, exclusivity, costs, confidentiality and governing law.

### **INFORMATION ON THE TARGET COMPANY**

The Target Company is a wholly-owned enterprise of the Vendor and was registered in Hainan Province, the PRC in 2021. The Target Company is a professional provider of enterprise digital solutions with a mission to assist traditional production and sales-oriented entities to complete enterprise digital transformation, improve operational efficiency and innovation capabilities.

The scope of the Target Company’s services covers various aspects of enterprise digitalization, including digital strategy planning, business process optimization, data exploring, machine learning, cloud computing and big data, among others.

To the best knowledge, information and belief of the directors of the Company, the Target Company and the Vendor are third parties independent of the Company and its connected persons (as defined in the Listing Rules).

## **INFORMATION ON THE GROUP**

The Group is a Hong Kong investment holding company engaged in toys, resources and leisure related businesses and principally engaged in (a) the manufacturing and trading of toys and gifts items, (b) development, processing and trading of Chinese herbs products and (c) the investment in various potential businesses including fruit plantation, leisure and culture.

## **REASONS FOR THE POSSIBLE ACQUISITION**

The Board considers that the Possible Acquisition is line with the Group's investment strategy and is expected to strengthen the Company's existing business. The Board believes that the Possible Acquisition, if materialized, would immediately bring in a new income stream to the Company and enable the Company to further strengthen its revenue and client base and therefore is in the interests of the Company and its shareholders as a whole.

## **GENERAL**

If the Possible Acquisition materializes, it may constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules. Further announcement(s) in relation to the Possible Acquisition 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 materialize or eventually be consummated. Shareholders ("Shareholders") of the Company and potential investors should note that the Possible Acquisition is subject to, among other things, the entering into of a definitive agreement, major terms and conditions of which are yet to be agreed. The Possible Acquisition may or may not proceed and the final structure and terms of the Possible Acquisition, which are still subject to further negotiations between the parties, have yet to be finalized and may deviate from that set out in the MOU. Shareholders 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**  
**Yang Ling**  
*Chairman*

Hong Kong, 12 September 2025

*As at the date of this announcement, the Board comprises five executive Directors, Mr. Yang Ling, Mr. Li Lizhong, Mr. Liu Mingqing, Mr. Yang Bincheng and Mr. Fan Xuefei; 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.*