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Mr. Wang Tingfa



INNOVAX HOLDINGS LIMITED
創陞控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 2680)

JOINT ANNOUNCEMENT

**(1) CONDITIONAL SALE AND PURCHASE AGREEMENT
IN RELATION TO THE ISSUED SHARE CAPITAL OF BILLION SHINE
INTERNATIONAL INVESTMENT LIMITED;**

**(2) POSSIBLE UNCONDITIONAL MANDATORY CASH OFFER BY
AFG SECURITIES LIMITED
FOR AND ON BEHALF OF
MR. WANG TINGFA
TO ACQUIRE ALL THE ISSUED SHARES OF
INNOVAX HOLDINGS LIMITED
(OTHER THAN THOSE ALREADY OWNED OR AGREED TO BE ACQUIRED BY
THE OFFEROR AND PARTIES ACTING IN CONCERT WITH HIM);**

(3) SPECIAL DEAL AND CONNECTED AND DISCLOSEABLE TRANSACTION;

(4) APPOINTMENT OF INDEPENDENT FINANCIAL ADVISER; AND

(5) RESUMPTION OF TRADING

Financial Adviser to the Offeror



Offer Agent to the Offeror



Independent Financial Adviser to the Independent Board Committee



INTRODUCTION

The Board was informed by the Vendor that on 25 September 2025 (after trading hours), the Vendor (as vendor) and the Offeror (as purchaser) entered into the Sale and Purchase Agreement, pursuant to which the Vendor has conditionally agreed to sell, and the Offeror has conditionally agreed to purchase, 110 Sale Shares, representing the entire issued share capital of Billion Shine as at the date of the Sale and Purchase Agreement, for a total consideration of HK\$270,000,000. As at the date of this joint announcement, the Offeror has paid the Deposit, being HK\$20,000,000 to the Vendor. The remaining balance of the Consideration (after deducting the Deposit) shall be payable by the Offeror to the Vendor in cash at Completion.

Completion is conditional upon the fulfilment or waiver (if applicable) of the conditions precedent as set out in the Sale and Purchase Agreement and described in the sub-section headed “Conditions Precedent” of this joint announcement. Further announcement(s) will be made upon Completion in accordance with the Listing Rules and the Takeovers Code.

Prior to the Completion, the Vendor (through Billion Shine) holds an aggregate of 45,000,000 Shares, representing 75% of the total issued share capital of the Company as at the date of this joint announcement. The Completion is conditional upon the Conditions Precedent being fulfilled or waived (as the case may be) as set out in the Sale and Purchase Agreement.

Immediately upon Completion, the Offeror (through Billion Shine) and parties acting in concert with him will own an aggregate of 45,000,000 Shares, representing 75% of the entire issued share capital of the Company. The Completion is to take place on the Completion Date.

POSSIBLE UNCONDITIONAL MANDATORY CASH OFFER

As at the date of this joint announcement, none of the Offeror and parties acting in concert with him owned or controlled any Shares or other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company.

Immediately upon Completion, the Offeror (through Billion Shine) and parties acting in concert with him will be interested in a total of 45,000,000 Shares, representing 75% of the total issued share capital of the Company.

Pursuant to Rule 26.1 of the Takeovers Code, immediately after the Completion, the Offeror will be required to make a mandatory unconditional cash offer for all the issued Shares (other than those already owned or agreed to be acquired by the Offeror and parties acting in concert with him).

Subject to Completion, AFG Securities, for and on behalf of the Offeror and in compliance with the Takeovers Code, will make the Offer on the following basis:

For each Offer Share HK\$6.00 in cash

Given the sole asset of Billion Shine is the 45,000,000 Shares held by it, the Offer Price of HK\$6.00 per Offer Share under the Offer is equivalent to the Consideration of HK\$270,000,000 divided by 45,000,000 Shares held by Billion Shine, which was arrived after arm's length negotiations between the Offeror and the Vendor.

The Offer will be extended to all Shareholders other than the Offeror and parties acting in concert with him in accordance with the Takeovers Code.

As at the date of this joint announcement, there are 60,000,000 Shares in issue and the Company does not have any outstanding options, warrants, derivatives or other relevant securities in the Company (as defined in Note 4 to Rule 22 of the Takeovers Code) which are convertible or exchangeable into Shares.

The Offer, if made, will be unconditional in all aspects and will not be conditional upon acceptances being received in respect of a minimum number of Offer Shares or any other conditions.

Principal terms of the Offer are set out in the section headed **“POSSIBLE MANDATORY UNCONDITIONAL CASH OFFER”** of this joint announcement.

The Company confirms that as at the date of this joint announcement, (i) it does not have any dividend or distribution recommended, declared or made but unpaid; and (ii) it does not have any intention to make, declare or pay any future dividend/make other distributions until the close of the Offer.

Assuming that there is no change in the issued share capital of the Company and based on the Offer Price of HK\$6.00 per Share, the total issued share capital of the Company is valued at approximately HK\$360,000,000. The Offer will be made to the Offer Shareholders. Upon Completion, as the Offeror (through Billion Shine) and parties acting in concert with him will own or control in a total of 45,000,000 Shares, 15,000,000 Shares will be subject to the Offer. Based on the Offer Price of HK\$6.00 per Offer Share, the consideration of the Offer would be HK\$90,000,000 (assuming full acceptance of the Offer).

The Offeror intends to maintain the listing of the Shares on the Stock Exchange following the close of the Offer and will take appropriate steps as soon as possible following the close of the Offer to ensure that a sufficient public float exists for the Shares. The steps that the Offeror may take include but not limited to (i) placing down or selling sufficient number of accepted Shares it acquired from the Offer to selected independent third parties or in the market; and/or (ii) issue of additional Shares by the Company for this purpose.

FINANCIAL RESOURCES AVAILABLE TO THE OFFEROR

The Offeror intends to finance and satisfy the remaining balance of the Consideration and the maximum consideration payable under the Offer by his own financial resources.

Alpha Financial, being the financial adviser to the Offeror, are satisfied that sufficient financial resources are available to the Offeror to satisfy the remaining balance of the Consideration and the maximum consideration payable upon full acceptance of the Offer.

SPECIAL DEAL AND CONNECTED AND DISCLOSEABLE TRANSACTION

The Disposal Agreement

The Board announces that on 25 September 2025, CPL, a wholly-owned subsidiary of the Company, and MSL, which is wholly-owned by the Vendor, entered into the Disposal Agreement. Pursuant to the Disposal Agreement, MSL has conditionally agreed to acquire and CPL has conditionally agreed to sell, or procure the sale of, the entire issued share capital of Innovax Credit and Innovax Management for a total consideration of HK\$58.2 million. Disposal Completion is subject to the satisfaction of certain conditions precedent, as detailed in the section headed “Conditions precedent to the Disposal Agreement” below.

Listing Rules Implications and Takeovers Code Implications

As at the date of this joint announcement, the Vendor (through Billion Shine) is a controlling Shareholder holding 45,000,000 Shares, representing 75% of the entire issued share capital of the Company. As such, the Vendor is a connected person of the Company as defined under the Listing Rules and hence, the Disposal Agreement constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules and is subject to reporting, announcement and the shareholders’ approval requirements under the Listing Rules.

In addition, as one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Disposal is more than 5% but less than 25%, the entering into of the Disposal Agreement and the transaction contemplated thereunder constitute a discloseable transaction.

The Disposal constitutes a “special deal” under Rule 25 of the Takeovers Code. The Disposal will be conditional upon, among others, obtaining the consent of the Executive. The Executive will normally consent to the Special Deal provided that: (i) the Independent Financial Adviser publicly states in its opinion that the Special Deal is fair and reasonable, and (ii) it is approved by the Independent Shareholders at the EGM by way of poll.

An application will be made to the Executive for its consent to the Special Deal pursuant to Rule 25 of the Takeovers Code.

EGM

The EGM will be held for the purpose of considering and, if thought fit, approving, among others, the resolutions in respect of the Disposal (which constitutes a connected transaction of the Company and the Special Deal). The Vendor, those Shareholders who are involved in and/or interested in the Disposal, their respective associates and parties acting in concert with any of them will abstain from voting on the relevant resolution(s) at the EGM.

The Company will despatch to the Shareholders the Circular setting out further details of the Special Deal and containing a notice of the EGM and the related proxy form as soon as practicable in accordance with the Listing Rules, which is expected to be on or before 3 November 2025.

INDEPENDENT BOARD COMMITTEE

The Independent Board Committee, comprising Dr. Wu Kwun Hing, Mr. Kwong Hon Nan, Eric and Ms. Chan Ka Lai, Vanessa, being all the independent non-executive Directors, who have no direct or indirect interest in the Disposal (which constitutes the Special Deal) and the Offer, has been established in accordance with Rule 2.1 and Rule 2.8 of the Takeovers Code to advise and give a recommendation to the Offer Shareholders and the Independent Shareholders as to (i) whether the Offer is fair and reasonable and as to its acceptance and (ii) whether the Disposal (which constitutes a connected transaction of the Company and the Special Deal) is fair and reasonable and as to the voting action at the EGM.

INDEPENDENT FINANCIAL ADVISER

Merdeka Corporate Finance Limited has been appointed as the Independent Financial Adviser to advise the Independent Board Committee in respect of the Offer and as to whether the Offer is fair and reasonable and as to acceptance of the Offer pursuant to Rule 2.1 of the Takeovers Code and the Disposal (which constitutes a connected transaction of the Company and the Special Deal). The appointment of the Independent Financial Adviser has been approved by the Independent Board Committee. The advice of the Independent Financial Adviser and the recommendation of the Independent Board Committee in relation to the Special Deal will be included in the Circular to be despatched to the Shareholders. The advice of the Independent Financial Adviser and the recommendation of the Independent Board Committee in relation to the Offer will be included in the Composite Document to be despatched to the Shareholders.

COMPOSITE DOCUMENT

It is the intention of the Offeror and the Company to combine the offer document and the offeree board circular into the Composite Document. Pursuant to Rule 8.2 of the Takeovers Code, a composite document containing, among other things, (i) further details on the terms of the Offer; (ii) the recommendation from the Independent Board Committee in respect of the Offer; (iii) the letter from the Independent Financial Adviser in respect of the Offer, together with the acceptance and transfer form, will be despatched to the Shareholders.

As the making of the Offer is conditional upon Completion (which in turn is conditional upon satisfaction or waiver (as may be applicable) of the Conditions Precedent), including but not limited to the SFC having approved the Offeror to become substantial shareholder of the Licensed Corporation(s) under the SFO, an application will be made by the Offeror to seek for the Executive's consent under Rule 8.2 of the Takeovers Code (which may or may not be granted) to extend the deadline for the despatch of the Composite Document.

Further announcement(s) regarding the despatch of the Composite Document will be made by the Offeror and the Company as and when appropriate.

RESUMPTION OF TRADING IN THE SHARES

At the request of the Company, trading in Shares on the Stock Exchange was halted with effect from 9:00 a.m. on 26 September 2025 pending the release of this joint announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on 13 October 2025.

WARNING

The Offer is a possible mandatory unconditional cash offer and will only be made if the Completion takes place. This joint announcement is made in compliance with the Takeovers Code for the purpose of, among other things, informing the Shareholders and potential investors of the Company of the Offer which may or may not be made. The Directors make no recommendation as to the fairness or reasonableness of the terms of the Offer or as to the acceptance of the Offer in this joint announcement, and strongly recommend the Offer Shareholders not to form a view on the Offer unless and until they have received and read the Composite Document, including the recommendation of the Independent Board Committee and the letter of advice from the Independent Financial Adviser in respect of the Offer.

Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares. If Shareholders and potential investors are in any doubt about their position, they should consult a licensed securities dealer or registered institution in securities, a bank manager, solicitor, professional accountant, or other professional advisers.

INTRODUCTION

The Board was informed by the Vendor that on 25 September 2025 (after trading hours), the Vendor (as vendor) and the Offeror (as purchaser) entered into the Sale and Purchase Agreement, pursuant to which the Vendor has conditionally agreed to sell, and the Offeror has conditionally agreed to purchase, 110 Sale Shares, representing the entire issued share capital of Billion Shine as at the date of the Sale and Purchase Agreement, for a total consideration of HK\$270,000,000 which is to be settled in cash upon Completion.

As at the date of this joint announcement, the Offeror has paid the Deposit, being HK\$20,000,000 to the Vendor. The remaining balance of the Consideration (after deducting the Deposit) shall be payable by the Offeror to the Vendor in cash at Completion.

Completion is conditional upon the fulfilment or waiver (if applicable) of the conditions precedent as set out in the Sale and Purchase Agreement and described in the sub-section headed “Conditions Precedent” of this joint announcement. Further announcement(s) will be made upon Completion in accordance with the Listing Rules and the Takeovers Code.

Prior to the Completion, the Vendor (through Billion Shine) holds an aggregate of 45,000,000 Shares, representing 75% of the total issued share capital of the Company as at the date of this joint announcement. The Completion is conditional upon the Conditions being fulfilled or waived (as the case may be) as set out in the Sale and Purchase Agreement.

Immediately upon Completion, the Offeror (through Billion Shine) and parties acting in concert with him will own an aggregate of 45,000,000 Shares, representing 75% of the entire issued share capital of the Company. The Completion is to take place on the Completion Date.

THE SALE AND PURCHASE AGREEMENT

The principal terms of the Sale and Purchase agreement are summarised below:

Date	:	25 September 2025 (after trading hours)
Purchaser	:	the Offeror
Vendor	:	the Vendor
Subject matter	:	110 Sale Shares, representing the entire issued share capital of Billion Shine as at the date of this joint announcement
Consideration	:	HK\$270,000,000

The Consideration was agreed after arm's length negotiations between the Offeror and the Vendor having regard to, among others, (i) the prevailing market prices and trading liquidity of the Shares; (ii) the historical operating and financial performance of the Group; and (iii) the audited consolidated financial position of the Group as at 28 February 2025. The Consideration will be paid in cash by the Offeror to the Vendor. Other than the Consideration, there is no other consideration, compensation or benefits in whatever form provided by the Offeror and his concert parties to each of the Vendor or his concert parties.

Deposit : As at the date of this joint announcement, the Offeror has paid the Deposit in an amount of HK\$20,000,000 to the Vendor. For the avoidance of doubt, if Completion does not take place on or before the Long Stop Date, the Deposit which has been paid and any interest accrued thereon are non-refundable.

Upon Completion, the Deposit will be used to offset part of the Consideration and the remaining balance of the Consideration, being HK\$250,000,000 shall be payable by the Offeror to the Vendor in cash at Completion.

Conditions Precedent : Completion is conditional upon the following Conditions being satisfied (or, where applicable, waived) on or before the Completion Date:

- (a) the Shares remaining listed and traded on the main board of the Stock Exchange at all times from the date of this joint announcement up to and including the Completion Date, no notification or indication having been received from the Stock Exchange or the SFC prior to Completion that the Company is not suitable for listing for the purpose of the Listing Rules, the current listing of the Shares not having been cancelled or withdrawn, and the trading of the Shares not having been suspended or put on halt for more than 15 consecutive trading days, other than pending publication of this joint announcement or other announcements of the Company in relation to the sale and purchase of the Sale Shares and/or the Offer;

- (b) the Vendor and, where applicable, the Group having obtained all necessary corporate approval, third party, governmental, regulatory and/or tax consent, approval or waiver in relation to the sale and purchase of the Sale Shares contemplated under the Sale and Purchase Agreement, and such consent, approval or waiver remaining in full force and effect;
- (c) each of the SFC Licences held by the Regulated Group Companies as at the date hereof remaining valid and in good standing without the imposition of any further conditions or restrictions;
- (d) each of the Offeror and/or any other person(s) who will become a substantial shareholder of the Regulated Group Companies at Completion having applied to the SFC for approval to become a substantial shareholder of each of the Regulated Group Companies and having received written approval from the SFC to become a substantial shareholder of each of the Regulated Group Companies;
- (e) the Offeror having obtained all necessary corporate approval, third party, governmental, regulatory and/or tax consent, approval or waiver in relation to the sale and purchase of the Sale Shares contemplated under the Sale and Purchase Agreement, and such consent, approval or waiver remaining in full force and effect;
- (f) the representations, warranties and undertakings given by the Vendor under the Sale and Purchase Agreement remaining true and accurate in all material respects and not misleading in any respect and Vendor not otherwise being in material breach of his obligation hereunder on and as of the date of this joint announcement and the Completion Date;
- (g) the representations, warranties and undertakings given by the Offeror under the Sale and Purchase Agreement remaining true and accurate in all material respects and not misleading in any respect and the Offeror not otherwise being in material breach of his obligations hereunder on and as of the date of this joint announcement and the Completion Date; and

- (h) the SFC and (where applicable) the Stock Exchange having confirmed that they have no further comment on this joint announcement, and all other necessary consents, approvals, confirmations and waivers in relation to the sale and purchase of the Sale Shares contemplated under Sale and Purchase Agreement having been obtained from the Stock Exchange and the SFC, and remaining valid and in full force and effect.

Other than Conditions Precedent (a), (b), (f) set out above are capable of being waived by the Offeror and that Conditions Precedent (d), (e), (g) above are capable of being waived by the Vendor, none of the Conditions are waivable. For the avoidance of doubt, Completion is not subject to the completion of the Disposal Agreement.

Save for the approval required to be obtained by the Offeror as set out in condition (d) above, there is no other approvals required to be obtained by the Vendor, the Offeror or the Group. As at the date of this joint announcement, all of the Conditions Precedent have not been satisfied. The relevant application for the change of substantial shareholders of the Regulated Group Companies Licensed Corporation(s) under Condition Precedent (d) is expected to be submitted to the SFC within 14 Business Days after the date of the Sale and Purchase Agreement.

Completion of the Sale and Purchase Agreement : Completion is conditional upon all the Conditions Precedent being fulfilled (or, where applicable, waived) on or before the Long Stop Date. Completion shall take place on the Completion Date.

In the event that the Conditions are not fulfilled (or waived in accordance with the terms of this Agreement) on or before the Long Stop Date, the Sale and Purchase Agreement shall lapse and be of no further effect (save for the confidentiality and other general provisions under the Sale and Purchase Agreement which shall continue to take effect), and no party to the Sale and Purchase Agreement shall have any liability and obligation to the other parties, save in respect of any antecedent breaches of the Sale and Purchase Agreement.

POSSIBLE MANDATORY UNCONDITIONAL CASH OFFER

The Offer

As at the date of this joint announcement, none of the Offeror and parties acting in concert with him owned or controlled any Shares or other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company. Immediately following Completion, the Offeror (through Billion Shine) and parties acting in concert with him will be interested in a total of 45,000,000 Shares, representing approximately 75% of the total issued share capital of the Company as at the date of this joint announcement.

Pursuant to Rule 26.1 of the Takeovers Code, immediately after the Completion, the Offeror will be required to make a mandatory unconditional cash offer for all the issued Shares (other than those already owned or agreed to be acquired by the Offeror and parties acting in concert with him).

Subject to Completion, AFG Securities, for and on behalf of the Offeror and in compliance with the Takeovers Code, will make the Offer on the following basis:

For each Offer Share HK\$6.00 in cash

Given the sole asset of Billion Shine is the 45,000,000 Shares held by it, the Offer Price of HK\$6.00 per Offer Share under the Offer is equivalent to the Consideration of HK\$270,000,000 divided by 45,000,000 Shares held by Billion Shine, which was arrived after arm's length negotiations between the Offeror and the Vendor.

The Offer will be extended to all Shareholders other than the Offeror and parties acting in concert with him in accordance with the Takeovers Code.

As at the date of this joint announcement, there are 60,000,000 Shares in issue and the Company does not have any outstanding options, warrants, derivatives or other relevant securities in the Company (as defined in Note 4 to Rule 22 of the Takeovers Code) which are convertible or exchangeable into Shares.

The Company confirms that as at the date of this joint announcement, (i) it does not have any dividend or distribution recommended, declared or made but unpaid; and (ii) it does not have any intention to make, declare or pay any future dividend/make other distributions until the close of the Offer.

Assuming that there is no change in the issued share capital of the Company and based on the Offer Price of HK\$6.00 per Share, the total issued share capital of the Company is valued at approximately HK\$360,000,000. The Offer will be made to the Offer Shareholders. Upon Completion, as the Offeror (through Billion Shine) and parties acting in concert with him will own or control in a total of 45,000,000 Shares, 15,000,000 Shares will be subject to the Offer. Based on the Offer Price of HK\$6.00 per Offer Share, the consideration of the Offer would be HK\$90,000,000 (assuming full acceptance of the Offer).

The Offer, if made, will be unconditional in all aspects and will not be conditional upon acceptances being received in respect of a minimum number of Offer Shares or any other conditions.

Offer Price

The Offer Price of the Offer of HK\$6.00 per Offer Share represents:

- a premium of approximately 6.0% over the closing price of HK\$5.66 per Share as quoted on the Stock Exchange on 25 September 2025, being the Last Trading Day;
- a premium of approximately 19.2% over the average closing price of approximately HK\$5.03 per Share as quoted on the Stock Exchange for the five consecutive trading days immediately prior to and including the Last Trading Day;
- a premium of approximately 20.8% over the average closing price of approximately HK\$4.97 per Share as quoted on the Stock Exchange for the 10 consecutive trading days immediately prior to and including the Last Trading Day;
- a premium of approximately 25.9% over the average closing price of approximately HK\$4.76 per Share as quoted on the Stock Exchange for the 30 consecutive trading days immediately prior to and including the Last Trading Day;
- a premium of approximately 37.1% over the average closing price of approximately HK\$4.38 per Share as quoted on the Stock Exchange for the last 60 trading days immediately prior to and including the Last Trading Day; and
- a premium of approximately 92.6% over the audited consolidated net asset value attributable to the owners of the Company of approximately HK\$3.115 per Share as at 28 February 2025 calculated based on audited equity attributable to owners of the Company of approximately HK\$186,873,000 as at 28 February 2025 and 60,000,000 Shares in issue as at the date of this joint announcement.

Highest and lowest trading prices

During the six-month period immediately preceding and including the Last Trading Day: (a) the highest closing price of the Shares quoted on the Stock Exchange was HK\$5.66 per Share on 25 September 2025 (i.e. the Last Trading Day); and (b) the lowest closing price of the Shares quoted on the Stock Exchange was HK\$1.18 per Share from 7 to 9 April 2025.

Total value of the offer

As at the date of this joint announcement, there are 60,000,000 Shares in issue. On the basis of the Offer Price of HK\$6.00 per Offer Share, the entire issued share capital of the Company would be valued at approximately HK\$360,000,000.

Assuming that there is no change in the issued share capital of the Company before the Offer is closed, the aggregate value of the Offer is HK\$90,000,000 based on the Offer Price of HK\$6.00 per Offer Share.

Confirmation of financial resources

The Offeror intends to finance and satisfy the remaining balance of the Consideration and the maximum consideration payable under the Offer by his own financial resources.

Alpha Financial, being the financial adviser to the Offeror, are satisfied that sufficient financial resources are available to the Offeror to satisfy the remaining balance of the Consideration and the maximum consideration payable upon full acceptance of the Offer.

Effect of accepting the Offer

Acceptance of the Offer by any Shareholders will be deemed to constitute a warranty by such person that all the Shares to be sold by such person under the Offer are free from all encumbrances and with all rights and benefits at any time accruing and attached to them, including the rights to receive all dividends and distributions declared, made or paid on or after the date on which the Offer is made, that is, the date of posting of the Composite Document.

The Offer, if made, will be unconditional in all respects and will not be conditional upon acceptances being received in respect of a minimum number of Offer Shares or any other conditions. Acceptances of the Offer will be irrevocable and not capable of being withdrawn, except as permitted under the Takeovers Code.

Payment

Payment in cash in respect of acceptances of the Offer will be made as soon as possible but in any event no later than seven (7) Business Days after the date of receipt of a duly completed acceptance of the Offer. Relevant documents evidencing title must be received by or on behalf of the Offeror to render such acceptance of the Offer complete and valid.

No fractions of a cent will be payable and the amount of the consideration payable to an Offer Shareholder who accepts the Offer will be rounded up to the nearest cent.

Hong Kong stamp duty

The vendor's ad valorem stamp duty at a rate of 0.1% of the market value of the Shares or consideration payable by the Offeror in respect of the relevant acceptances of the Offer, whichever is higher, will be deducted from the cash amount payable to the relevant Shareholder on acceptance of the Offer. The Offeror will arrange for payment of the vendor's ad valorem stamp duty on behalf of accepting Offer Shareholders and pay the buyer's ad valorem stamp duty in connection with the acceptance of the Offer and the transfer of the Offer Shares.

Overseas Shareholders

As the Offer to persons not being resident in Hong Kong may be affected by the laws and regulations of the relevant jurisdiction in which they are resident, Overseas Shareholders who are citizens, residents or nationals of a jurisdiction outside Hong Kong should observe any applicable legal or regulatory requirements and, where necessary, seek legal advice. It is the sole responsibility of the Overseas Shareholders who wish to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdictions in connection with the acceptance of the Offer (including the obtaining of any governmental, exchange control or other consents which may be required, or compliance with other necessary formalities and the payment of any issue, transfer or other taxes due in respect of such jurisdictions).

Based on the register of members of the Company, as at the date of this joint announcement, there were no Overseas Shareholders. If the receipt of the Composite Document by the Overseas Shareholders is prohibited by any applicable laws and regulations and may only be effected upon compliance with conditions or requirements in such overseas jurisdictions that would be unduly burdensome, the Composite Document, subject to the Executive's consent, will not be despatched to such Overseas Shareholders and this will not affect the Overseas Shareholders' right to accept the Offer. In those circumstances, the Offeror may apply to the Executive for a waiver regarding issuance of Composite Document to particular Overseas Shareholders pursuant to Note 3 to Rule 8 of the Takeovers Code at such time.

It is the responsibility of the Overseas Shareholders who wish to accept the Offer to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection therewith (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdictions). Any acceptance of the Offer by such Overseas Shareholders will be deemed to constitute a representation and warranty from such Overseas Shareholders to the Offeror that the applicable local laws and requirements have been complied with. The Overseas Shareholders should consult their professional advisers if in doubt.

Taxation advice

Offer Shareholders are recommended to consult their own professional advisers if they are in any doubt as to the taxation implications of accepting or rejecting the Offer. None of the Offeror, parties acting in concert with the Offeror, the Company, Alpha Financial and their respective ultimate beneficial owners, directors, advisers, officers, agents or associates, or any other person involved in the Offer accepts responsibility for any taxation or other effects on, or liabilities of, any persons as a result of their acceptance or rejection of the Offer.

SPECIAL DEAL AND CONNECTED TRANSACTION

The Disposal Agreement

The Board announces that on 25 September 2025, CPL, a wholly-owned subsidiary of the Company, and MSL, which is wholly-owned by the Vendor, entered into the Disposal Agreement. Pursuant to the Disposal Agreement, MSL has conditionally agreed to acquire and CPL has conditionally agreed to sell, or procure the sale of, the entire issued share capital of Innovax Credit and Innovax Management for a total consideration of HK\$58.2 million (subject to adjustment). Disposal Completion is subject to the satisfaction of certain conditions precedent as detailed below.

The principal terms of the Disposal Agreement are summarised below:

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|------------------------|---|--|
| Date | : | 25 September 2025 (after trading hours) |
| Purchaser | : | MSL, which is wholly-owned by the Vendor |
| Vendor | : | CPL, which is a wholly-owned subsidiary of the Company |
| Subject matter | : | the entire issued share capital of Innovax Credit and Innovax Management |
| Disposal Consideration | : | HK\$58.2 million, which shall be adjusted on the following basis: |
- (a) if the Disposal Adjusted Value is less than the Disposal Consideration, the difference between the Disposal Consideration and the Adjusted Value shall be paid in cash by CPL to MSL (or its nominees) within seven (7) Business Days of Disposal Completion; and
 - (b) if the Disposal Adjusted Value is higher than the Disposal Consideration, the difference between the Disposal Consideration and the Adjusted Value shall be paid in cash by MSL to CPL (or its nominees) within seven (7) Business Days of Disposal Completion.

The consideration was determined after arm's length negotiations between MSL and CPL with reference to (i) the loan receivables held by Innovax Credit as at the date of the Disposal Agreement; and (ii) investments held by Innovax Management as at the Disposal Completion Date comprising (a) the value of the listed investments with reference to the average of the closing prices per share as quoted on the Stock Exchange for the last five consecutive trading days or the closing price per share as quoted on the Stock Exchange for the last trading day fair prior to and excluding the date of the Disposal Agreement and (b) the fair value of unlisted investment held by Innovax Management recorded on the Group's financial statement as at 28 February 2025.

The Board (excluding Mr. Chung, being the interested director and the independent non-executive Directors who will form their view after receiving the advice from the Independent Financial Adviser) is of the view that the terms and conditions of the Disposal Agreement, which have been reached after arm's length negotiations between the parties, are fair and reasonable, and the Disposal Agreement is on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

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|--|---|--|
| Payment | : | The consideration for the Disposal is payable by MSL to CPL (or its nominees) at the Disposal Completion. |
| Conditions precedent of the Disposal Agreement | : | <p>Completion is conditional upon the following conditions being satisfied (or, where applicable, waived) on or before the Disposal Completion:</p> <ul style="list-style-type: none"> (a) the Disposal and the performance of the obligations of MSL and CPL hereunder in compliance with the Listing Rules and all other applicable laws and regulations; (b) the passing of the ordinary resolutions approving the Disposal Agreement and the transactions contemplated thereunder by the Independent Shareholders at the EGM; (c) the consent of the Executive in relation to the Disposal Agreement and the transactions contemplated hereunder as a "special deal" under Rule 25 of the Takeovers Code having been obtained, and any condition for the giving of such consent having been fulfilled, and such consent not having been revoked prior to the Disposal Completion; |

- (d) all other necessary regulatory consents and approvals required to be obtained on the part of the Company, MSL, CPL, Innovax Credit and Innovax Management in respect of the Disposal Agreement and the transactions contemplated thereunder having been obtained and such consents and approvals not having been revoked;
- (e) the warranties given by CPL are true, correct in all respects upon Disposal Completion; and
- (f) the Sale and Purchase Agreement having become unconditional.

As at the date of this joint announcement, save for Disposal Condition Precedent (c) above, no other regulatory consents and approvals are required to be obtained and all other Disposal Conditions Precedent have not been satisfied.

Completion of the Disposal Agreement : Disposal Completion is conditional upon all the Disposal Conditions Precedent being fulfilled (or, where applicable, waived) on or before the Disposal Long Stop Date. Disposal Completion shall take place on the Disposal Completion Date.

In the event that the Disposal Conditions Precedent are not fulfilled (or waived in accordance with the terms of the Disposal Agreement) on or before the Disposal Long Stop Date, the Disposal Agreement shall lapse and be of no further effect (save for the confidentiality and other general provisions under the Disposal Agreement which shall continue to take effect), and no party to the Disposal Agreement shall have any liability and obligation to the other parties, save in respect of any antecedent breaches of the Disposal Agreement.

Financial effects of the Disposal

Upon Disposal Completion, Innovax Credit and Innovax Management will cease to be subsidiaries of the Company, and their financial results will cease to be consolidated to the financial statements of the Company.

It is expected that the Company will receive a consideration (before adjustment) of HK\$58.2 million at the Disposal Completion Date. Based on the audited values, as at 28 February 2025, of the loan receivables held by Innovax Credit and the value of listed and unlisted securities held by Innovax Management on the Disposal Completion Date, it is expected that the Disposal will result in the estimated gain of approximately HK\$2.8 million. Shareholders should note that the actual gain or loss on the Disposal will be calculated based on the actual direct expenses incurred, the net asset values of the loan receivables held by Innovax Credit and the value of listed and unlisted securities held by Innovax Management as at the Disposal Completion Date. Therefore, the actual gain or loss on the Disposal may be different from the amount disclosed above. The Company intends to use the proceeds from the Disposal for its general working capital. For details of the implications of Takeovers Code for the estimated gain as a result of the Disposal, please see the subsection headed “Listing Rules Implications and Takeovers Code Implications” in this joint announcement.

Reasons for and benefit of the Disposal

The Disposal Completion shall take place upon all the Disposal Conditions Precedent being fulfilled, including the Sale and Purchase Agreement having become unconditional. The main reason for the Disposal is that, during the negotiations between the parties to the Sale and Purchase Agreement, the Offeror had expressed its intention to dispose of the assets held by Innovax Credit and Innovax Management while the Vendor (through MSL) had expressed his intention to retain these assets. Having considered the above, the Board considers that the Disposal will facilitate the Completion.

Listing Rules Implications and Takeovers Code Implications

As at the date of this joint announcement, the Vendor (through Billion Shine) is a controlling Shareholder holding 45,000,000 Shares, representing 75% of the entire issued share capital of the Company. As such, the Vendor is a connected person of the Company as defined under the Listing Rules and hence, the Disposal Agreement constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules and is subject to reporting, announcement and the shareholders’ approval requirements under the Listing Rules.

In addition, as one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Disposal is more than 5% but less than 25%, the entering into of the Disposal Agreement and the transaction contemplated thereunder constitute a discloseable transaction.

The Disposal constitutes a “special deal” under Rule 25 of the Takeovers Code. The Disposal will be conditional upon, among others, obtaining the consent of the Executive. The Executive will normally consent to the Special Deal provided that: (i) the Independent Financial Adviser publicly states in its opinion that the Special Deal is an arm’s length transaction on normal commercial terms and that its terms are fair and reasonable, and (ii) it is approved by the Shareholders at the EGM by way of poll.

An application will be made to the Executive for its consent to the Special Deal pursuant to Rule 25 of the Takeovers Code.

Rules 14.58(6) and 14.58(7) of the Listing Rules require disclosure of the net book value of Innovax Management which is the subject of the transaction, and the net profits (both before and after taxation and extraordinary items) attributable to the Company for the last two financial years (collectively the “**Required Financial Information**”). The Required Financial Information is disclosed in the section headed “INFORMATION ON INNOVAX CREDIT AND INNOVAX MANAGEMENT” of this joint announcement.

Rule 14.60(3)(a) of the Listing Rules requires disclosure of details of the gain or loss expected to accrue to the Company (the “**Financial Effect**”) and the basis for calculating such gain or loss as a result of the Disposal. The estimated gain as a result of the Disposal is disclosed in the sub-section headed “Financial effects of the Disposal” in this joint announcement.

The Required Financial Information and the Financial Effect currently available to the Company and disclosed in this joint announcement are unaudited figures and would constitute profit forecasts within the meaning of Rule 10 of the Takeovers Code, which would need to be reported on by the auditors and financial adviser of the Company prior to its release. However, as the auditors and financial adviser of the Company will require additional time to report on the Required Financial Information and the Financial Effect in compliance with the requirements of Rule 10 of the Takeovers Code, the Required Financial Information and the Financial Effect disclosed in this joint announcement, which are required by Rules 14.58(6), 14.58(7) and Rule 14.60(3)(a) of the Listing Rules, have not been prepared as required by Rule 10 of the Takeovers Code. According to the practice note 2 to the Takeovers Code on issues relating to profit forecasts under Rule 10 of the Takeovers Code dated 31 March 2015, since the only reason for the disclosure of these unaudited figures are due to the requirement of the Listing Rules, the Executive is prepared to permit publication of the Required Financial Information and the Financial Effect in this joint announcement without full compliance with Rule 10 of the Takeovers Code.

The Required Financial Information and the Financial Effect will be disclosed again together with the relevant reports by the financial adviser and auditor of the Company in the Circular and in compliance with the requirements of Rule 10 of the Takeovers Code.

The Shareholders and potential investors should, however, exercise caution in placing reliance on the Required Financial Information and the Financial Effect in assessing the merits and demerits of the Disposal.

EGM

The EGM will be held for the purpose of considering and, if thought fit, approving, among others, the resolutions in respect of the Disposal (which constitutes a connected transaction of the Company and the Special Deal). The Vendor, those Shareholders who are involved in and/or interested in the Disposal, their respective associates and parties acting in concert with any of them will abstain from voting on the relevant resolution(s) at the EGM.

The Company will despatch to the Shareholders the Circular setting out further details of the Special Deal and containing a notice of the EGM and the related proxy form as soon as practicable in accordance with the Listing Rules, which is expected to be on or before 3 November 2025.

The Board wishes to remind the Shareholders that the Special Deal is subject to the applicable conditions precedent mentioned in this joint announcement, which may or may not be satisfied. Shareholders are therefore reminded to exercise caution when dealing in the securities of the Company.

DEALING AND INTERESTS IN SECURITIES OF THE COMPANY

The Offeror confirms that, save as disclosed in this joint announcement, as at the date of this joint announcement:

- (a) save for the Sale Shares under the Sale and Purchase Agreement, none of the Offeror nor any person acting in concert with him owns or has control or direction over any voting rights or rights over the Shares or convertible securities, warrants, options of the Company or any derivatives in respect of such securities;
- (b) save for the Sale Shares under the Sale and Purchase Agreement, none of the Offeror nor any person acting in concert with him had dealt for value in any Shares, convertible securities, warrants or options of the Company or any derivatives in respect of such securities in the 6 months prior to the Last Trading Day;
- (c) save for the Sale and Purchase Agreement, there are no arrangements (whether by way of option, indemnity or otherwise) of any kind referred to in Note 8 to Rule 22 of the Takeovers Code in relation to the shares of the Offeror or the Shares and which might be material to the Offer;
- (d) none of the Offeror nor any person acting in concert with him has borrowed or lent any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company;
- (e) none of the Offeror nor any person acting in concert with him has received any irrevocable commitment to accept the Offer;

- (f) save for the Consideration, there is no consideration, compensation or benefit in whatever form paid or to be paid by the Offeror or any parties acting in concert with him to either of the Vendor or any party acting in concert with him in connection with the sale and purchase of the Sale Shares;
- (g) there are no agreements or arrangements in relation to outstanding derivative in respect of the securities in the Company which has been entered into by the Offeror or any person acting in concert with him; and
- (h) save for the Sale and Purchase Agreement and the Disposal Agreement, there is no understanding, arrangement or agreement or special deal (as defined in Rule 25 of the Takeovers Code) between (1) any Shareholder (including the Vendor) and (2)(a) the Offeror and parties acting in concert with him, or (2)(b) the Company, its subsidiaries or associated companies.

The Company confirms that, save for the Sale and Purchase Agreement and the Disposal Agreement, as at the date of this joint announcement, there is no understanding, arrangement or agreement or special deal (as defined in Rule 25 of the Takeovers Code) between any Shareholder (including the Vendor) and the Company, its subsidiaries or associated companies.

SHAREHOLDING STRUCTURE OF THE COMPANY

The below table sets out the shareholding structure of the Company (i) as at the date of this joint announcement; and (ii) immediately after Completion and before the Offer is made:

Shareholders	As at the date of this joint announcement		Immediately after Completion and before the Offer is made	
	<i>Number of Shares</i>	<i>Approximate %</i>	<i>Number of Shares</i>	<i>Approximate %</i>
Billion Shine (<i>Note</i>)	45,000,000	75.00	45,000,000	75.00
Subtotal of the Offeror and parties acting in concert with him (<i>Note</i>)	–	–	45,000,000	75.00
Other Shareholders	15,000,000	25.00	15,000,000	25.00
Total	<u>60,000,000</u>	<u>100.00</u>	<u>60,000,000</u>	<u>100.00</u>

Note: As at the date of this joint announcement and immediately prior to Completion, Billion Shine is wholly and beneficially owned by the Vendor. Immediately upon Completion, Billion Shine will be wholly and beneficially owned by the Offeror.

INFORMATION ON THE GROUP

The Company is incorporated in the Cayman Islands with limited liability and its issued shares have been listed on the Stock Exchange since 14 September 2018. The Company is an investment holding company and its subsidiaries are principally engaged in provision of financial and securities services including corporate finance advisory services, placing and underwriting services, securities dealing and brokerage services, securities financing services, asset management services and money lending services. The Group is an integrated financial and securities services provider licensed to conduct Type 1 (dealing in securities), Type 4 (advising on securities), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities under the SFO and money lending business under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong).

Set out below is a summary of the audited consolidated financial results of the Group for the financial years ended 29 February 2024 and 28 February 2025, prepared in accordance with the relevant accounting principles and financial regulations:

	For the year ended	
	28 February 2025	29 February 2024
	<i>HK\$'000</i>	<i>HK\$'000</i>
	<i>(audited)</i>	<i>(audited)</i>
Revenue	167,677	32,727
(Loss)/profit before taxation	(35,287)	1,775
(Loss)/profit for the year	<u>(35,287)</u>	<u>1,775</u>
	As at	
	28 February 2025	29 February 2024
	<i>HK\$'000</i>	<i>HK\$'000</i>
	<i>(audited)</i>	<i>(audited)</i>
Total assets	353,027	283,600
Total liabilities	166,154	73,111
Net assets	<u>186,873</u>	<u>210,489</u>

INFORMATION ON THE OFFEROR

Mr. Wang has over 8 years of experience in quantitative trading and the financial sector. He served as the investment director and fund manager for Beijing Beiao Hi-Tech Investment Management Co., Ltd* (北京北翱高科投資管理有限公司) from 2017 to 2023. He also serves as a director for Golden Hen Investment Management Limited, a corporation licensed to carry out Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the SFO, since 2023. Mr. Wang holds a Bachelor's degree in Safety Engineering from South China University of Technology in 2009 and a Master's degree in Information and Operations Management from National Taipei University of Technology in 2013.

The Offeror and parties acting in concert with him are third parties independent of, and not connected with, either the Company or any of its connected persons.

INFORMATION ON INNOVAX CREDIT AND INNOVAX MANAGEMENT

Innovax Credit is principally engaged in money lending business and Innovax Management is an investment holding company.

The audited financial results of Innovax Credit for the financial years ended 29 February 2024 and 28 February 2025 are as follows:

	For the year ended	
	28 February 2025	29 February 2024
	<i>HK\$'000</i>	<i>HK\$'000</i>
	<i>(audited)</i>	<i>(audited)</i>
Net (loss) before tax	(600)	(735)
Net (loss) after tax	<u>(600)</u>	<u>(735)</u>

As at 28 February 2025, the audited net liability of Innovax Credit was approximately HK\$1.7 million.

The unaudited financial results of Innovax Management for the financial years ended 29 February 2024 and 28 February 2025 are as follows:

	For the year ended	
	28 February 2025	29 February 2024
	<i>HK\$'000</i>	<i>HK\$'000</i>
	<i>(unaudited)</i>	<i>(unaudited)</i>
Net (loss)/profit before tax	(25,984)	7,612
Net (loss)/profit after tax	<u>(25,984)</u>	<u>7,612</u>

As at 28 February 2025, the unaudited net liability of Innovax Management was approximately HK\$20.7 million.

Pursuant to Rule 10 of the Takeovers Code, the above unaudited financial information relating to Innovax Management constitutes a profit forecast and should be reported on by the Company's financial advisers and reporting accountants under Rule 10.4 of the Takeovers Code. However, as the auditors and financial adviser of the Company will require additional time to report on the Required Financial Information and the Financial Effect in compliance with the requirements of Rule 10 of the Takeovers Code, the Required Financial Information and the Financial Effect disclosed in this joint announcement, which are required by Rules 14.58(6), 14.58(7) and Rule 14.60(3)(a) of the Listing Rules, have not been prepared as required by Rule 10 of the Takeovers Code.

According to Practice Note 2 to the Takeovers Code on issues relating to profit forecasts under Rule 10 of the Takeovers Code dated 31 March 2015, as the only reason for the disclosure of these unaudited figures is the requirement of the Listing Rules, the Executive is prepared to permit publication of the Required Financial Information and Financial Effect in this joint announcement without full compliance with Rule 10 of the Takeovers Code. The Shareholders and potential investors should, however, exercise caution in placing reliance on the Required Financial Information and Financial Effect in assessing the merits and demerits of the Disposal. The Required Financial Information and Financial Effect will be reported on as soon as possible and the relevant reports will be contained in the next document to be sent to the Shareholders (i.e. the Circular) and in compliance with the requirements of Rule 10 of the Takeovers Code.

INTENTIONS OF THE OFFEROR REGARDING THE GROUP

Upon Completion, the Offeror will become the controlling shareholder of the Company and be interested in 45,000,000 Shares, representing 75% of the total issued share capital of the Company.

As at date of this joint announcement, save for proposed disposal of Innovax Credit and Innovax Management pursuant to the Disposal Agreement and subject to the approval of the Shareholders at the EGM, the intention of the Offeror is that the Company's existing principal activities will be maintained and continued after completion of the Offer. The Offeror confirms that there is no intention to divest the existing businesses of the Company during the Offer Period and after the end of the Offer Period unless appropriate opportunities arise. Leveraging Mr. Wang's experience, industry knowledge and network, the Offeror intends to maintain the current business of the Group and to explore related business opportunities in the future. The Offeror will conduct a review of the existing principal businesses, operations, financial position, investments, proposed investments of the Group for the purpose of formulating long-term business plans and strategies for the future business development of the Group.

It is expected that Mr. Wang's experience in the financial business sector in the PRC and in Hong Kong will bring in a positive impact and benefit to the business operation of the Group. Subject to the results of the review, the Offeror may explore other business opportunities and consider whether any asset disposals, asset acquisitions, business rationalization, business divestment, fund raising, restructuring of the business and/or business diversification will be appropriate in order to enhance the long-term growth potential of the Group. Save for the Offeror's intention regarding the Group as set out above, as at the date of this joint announcement, no investment or business opportunity has been identified nor has the Offeror entered into any agreements, arrangements, understandings or negotiation in relation to the injection of any assets or business into the Group.

The Offeror has no intention to introduce major changes to the business of the Group, including any redeployment of fixed assets other than those in its ordinary and usual course of business. The Offeror may make some changes to the composition of the Board by nominating new Directors (at a time no earlier than permitted under the Listing Rules and the Takeovers Code or such later time as the Offeror considers to be appropriate) so as to facilitate the business operation and management of the Group. As at the date of this joint announcement, the Offeror has not reached any final decision as to who will be nominated as new Director(s) of the Company. Any changes to the members of the Board will be made in compliance with the Takeovers Codes and the Listing Rules and further announcement(s) will be made as and when appropriate.

The Offeror has no plan to terminate the employment of any senior management personnel of the Group. Instead, the Offeror is inclined to work together with the senior management of the Company and to leverage on their expertise and experience to further promote the growth of the Group. The Offeror will, depending on the business operations and development of the Group in the future, constantly review the employee structure of the Group so as to meet the needs of the Group from time to time. However, the Offeror reserves the right to make any changes that it deems necessary or appropriate to the Group's businesses and operations to increase the value of the Group.

PUBLIC FLOAT AND MAINTAINING THE LISTING STATUS OF THE COMPANY

The Stock Exchange has stated that if, at the close of the Offer, less than the minimum prescribed percentage applicable to the Company, being 25% of the issued Shares, are held by the public at all times, or if the Stock Exchange believes that:

- a false market exists or may exist in the trading of the Shares; or
- that there are insufficient Shares in public hands to maintain an orderly market,

it will consider exercising its discretion to suspend dealings in the Shares. Therefore, it should be noted that upon close of the Offer, there may be insufficient public float of the Shares and the trading in the Shares may be suspended until sufficient public float exists for the Shares. The Offeror and any new Director(s) to be proposed by the Offeror will jointly and severally undertake to the Stock Exchange to take appropriate steps following the close of the Offer to ensure that sufficient public float exists in the Shares. The Offeror intends to maintain the listing of the Shares on the main board of the Stock Exchange and will take appropriate steps (including but not limited to placement of Shares) as soon as possible following the close of the Offer to ensure that a sufficient public float exists for the Shares.

INDEPENDENT BOARD COMMITTEE

The Independent Board Committee, comprising Dr. Wu Kwun Hing, Mr. Kwong Hon Nan, Eric and Ms. Chan Ka Lai, Vanessa, being all the independent non-executive Directors, who have no direct or indirect interest in the Disposal (which constitutes the Special Deal) and the Offer, has been established in accordance with Rule 2.1 and Rule 2.8 of the Takeovers Code to advise and give a recommendation to the Offer Shareholders and the Independent Shareholders (i) whether the Offer is fair and reasonable and as to its acceptance and (ii) whether the Disposal (which constitutes a connected transaction of the Company and the Special Deal) is fair and reasonable and as to the voting action at the EGM.

INDEPENDENT FINANCIAL ADVISER

Merdeka Corporate Finance Limited has been appointed as the Independent Financial Adviser to advise the Independent Board Committee in respect of the Offer and as to whether the Offer is fair and reasonable and as to acceptance of the Offer pursuant to Rule 2.1 of the Takeovers Code and the Disposal (which constitutes a connected transaction of the Company and the Special Deal). The appointment of the Independent Financial Adviser has been approved by the Independent Board Committee. The advice of the Independent Financial Adviser and the recommendation of the Independent Board Committee in relation to the Special Deal will be included in the Circular to be despatched to the Shareholders. The advice of the Independent Financial Adviser and the recommendation of the Independent Board Committee in relation to the Offer will be included in the Composite Document to be despatched to the Shareholders.

COMPOSITE DOCUMENT

It is the intention of the Offeror and the Company to combine the offer document and the offeree board circular into the Composite Document. Pursuant to Rule 8.2 of the Takeovers Code, a composite document containing, among other things, (i) further details on the terms of the Offer; (ii) the recommendation from the Independent Board Committee in respect of the Offer; (iii) the letter from the Independent Financial Adviser in respect of the Offer, together with the acceptance and transfer form, will be despatched to the Shareholders.

As the making of the Offer is conditional upon Completion (which in turn is conditional upon satisfaction or waiver (as may be applicable) of the Conditions), including but not limited to the SFC having approved the Offeror to become substantial shareholder of the Licensed Corporation(s) under the SFO, an application will be made by the Offeror to seek for the Executive's consent under Rule 8.2 of the Takeovers Code (which may or may not be granted) to extend the deadline for the despatch of the Composite Document.

Further announcement(s) regarding the despatch of the Composite Document will be made by the Offeror and the Company as and when appropriate.

RESUMPTION OF TRADING IN THE SHARES

At the request of the Company, trading in the Shares on the Stock Exchange was halted with effect from 9:00 a.m. on 26 September 2025 pending the release of this joint announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on 13 October 2025.

DISCLOSURE OF DEALINGS

In accordance with Rule 3.8 of the Takeovers Code, associates of the Company or the Offeror (including persons holding 5% or more of a class of relevant securities (as defined under Note 4 to Rule 22 of the Takeovers Code) of the Company) are reminded to disclose their dealings in any relevant securities of the Company pursuant to the requirements of the Takeovers Code.

The full text of Note 11 of Rule 22 of the Takeovers Code is reproduced below pursuant to Rule 3.8 of the Takeovers Code:

“Responsibilities of stockbrokers, banks and other intermediaries

Stockbrokers, banks and others who deal in relevant securities on behalf of clients have a general duty to ensure, so far as they are able, that those clients are aware of the disclosure obligations attaching to associates of an offeror or the offeree company and other persons under Rule 22 and that those clients are willing to comply with them. Principal traders and dealers who deal directly with investors should, in appropriate cases, likewise draw attention to the relevant Rules. However, this does not apply when the total value of dealings (excluding stamp duty and commission) in any relevant security undertaken for a client during any 7-day period is less than \$1 million.

This dispensation does not alter the obligation of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved. Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation.”

WARNING

The Offer is a possible mandatory unconditional cash offer and will only be made if the Completion takes place. This joint announcement is made in compliance with the Takeovers Code for the purpose of, among other things, informing the Shareholders and potential investors of the Company of the Offer which may or may not be made. The Directors make no recommendation as to the fairness or reasonableness of the terms of the Offer or as to the acceptance of the Offer in this joint announcement, and strongly recommend the Offer Shareholders not to form a view on the Offer unless and until they have received and read the Composite Document, including the recommendation of the Independent Board Committee and the letter of advice from the Independent Financial Adviser in respect of the Offer.

Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares. If Shareholders and potential investors are in any doubt about their position, they should consult a licensed securities dealer or registered institution in securities, a bank manager, solicitor, professional accountant, or other professional advisers.

DEFINITIONS

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

“acting in concert”	has the meaning ascribed to it under the Takeovers Code
“AFG Securities”	AFG Securities Limited, a corporation licensed by the SFC to conduct Type 1 (dealing in securities) regulated activity under the SFO, being the agent making the Offer on behalf of the Offeror
“Alpha Financial”	Alpha Financial Group Limited, a corporation licensed to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO, being the financial adviser to the Offeror in relation to the Offer
“associate(s)”	has the meaning ascribed to it under the Takeovers Code
“Board”	the board of Directors
“Billion Shine”	Billion Shine International Investment Limited, a company incorporated in British Virgin Islands and is wholly-owned by the Vendor as at the date of this joint announcement
“Business Day(s)”	a day on which the Stock Exchange is open for the transaction of business
“Circular”	a circular of the Company, which will contain, among other things, details of the Disposal Agreement, the letter of recommendation from the Independent Board Committee and the letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Shareholders regarding the Special Deal, and a notice convening the EGM to be despatched to the Shareholders
“Company”	Innovax Holdings Limited, a company incorporated in the Cayman Islands with limited liability and issued Share of which are listed on the Stock Exchange (stock code: 2680)

“Completion”	completion of the sale and purchase of the Sale Shares in accordance with the terms and conditions of the Sale and Purchase Agreement
“Completion Date”	the date on which Completion takes place as mutually agreed by the Offeror and the Vendor in writing, being within 14 days after the date of actual fulfilment or waiver of the conditions precedent to the Sale and Purchase Agreement (or such other date agreed by the Vendor and the Offeror in writing)
“Composite Document”	the composite offer and response document to be jointly issued by the Offeror and the Company to the Shareholders in connection with the Offer in compliance with the Takeovers Code containing, among other things, details of the Offer (accompanied by the Form of Acceptance) and the respective letters of advice from the Independent Board Committee and the Independent Financial Adviser
“Conditions Precedent”	conditions precedent to Completion in accordance with the Sale and Purchase Agreement
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“CPL”	Crystal Prospect Limited, a company with limited liability incorporated under the laws of the British Virgin Islands and a wholly-owned subsidiary of the Company
“Consideration”	the consideration in the amount of HK\$270,000,000 for the Sale Shares pursuant to the Sale and Purchase Agreement
“controlling shareholder”	has the meaning ascribed to it under the Listing Rules
“Deposit”	a deposit in the amount of HK\$20,000,000 paid by the Offeror to the Vendor pursuant to the terms and conditions of the Sale and Purchase Agreement
“Director(s)”	director(s) of the Company
“Disposal”	the disposal of the entire issued share capital of Innovax Credit and Innovax Management

“Disposal Adjusted Value”	the value of the Innovax Credit and Innovax Management as of the Disposal Completion Date, calculated with reference to (i) the loan receivables held by Innovax Credit; and (ii) the value of the listed and unlisted investments held by Innovax Management as of the Disposal Completion Date
“Disposal Agreement”	the conditional agreement entered into between CPL and MSL on 25 September 2025 (after trading hours) in relation to the Disposal
“Disposal Completion”	the completion of the Disposal in accordance with the terms of the Disposal Agreement
“Disposal Completion Date”	the date on which Disposal Completion takes place as mutually agreed by CPL and MSL in writing, being within 14 days after the date of actual fulfilment or waiver of all the Disposal Condition Precedent
“Disposal Conditions Precedent”	conditions precedent to Disposal Completion in accordance with the Disposal Agreement
“Disposal Consideration”	the consideration in the amount of HK\$58.2 million for the Disposal pursuant to the Disposal Agreement
“Disposal Long Stop Date”	31 March 2026, or such other date as CPL and MSL may agree in writing
“EGM”	the forthcoming extraordinary general meeting of the Company to be held and convened for approving, among others, the Disposal Agreement (which constitutes a connected transaction of the Company and the Special Deal)
“Executive”	the Executive Director of the Corporate Finance Division of the SFC or any of his delegates
“Form of Acceptance”	the form of acceptance and transfer in respect of the Offer accompanying the Composite Document
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China

“Independent Board Committee”	the independent board committee of the Company comprising Dr. Wu Kwun Hing, Mr. Kwong Hon Nan, Eric and Ms. Chan Ka Lai, Vanessa, being all the independent non-executive Directors, established to advise the Offer Shareholders and the Independent Shareholders on the Offer and the Special Deal
“Independent Financial Adviser” or “Merdeka”	Merdeka Corporate Finance Limited, a corporation licensed to carry out Type 6 (advising on corporate finance) regulated activity under the SFO, being the independent financial adviser appointed by the Company for the purpose of advising the Independent Board Committee in respect of the Offer and the Special Deal
“Independent Shareholder(s)”	holder(s) of the Share(s), other than those Shareholders who are involved in or interested in the Disposal
“Innovax Credit”	Innovax Credit Limited, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of the Company
“Innovax Management”	Innovax Management Limited, a company incorporated in the British Virgins Islands with limited liability and a wholly-owned subsidiary of the Company
“Last Trading Day”	25 September 2025, being the last trading day of the Shares before the publication of this joint announcement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	31 March 2026, or such other date as the Vendor and the Offeror may agree in writing
“MSL”	Maine Sky Limited, a company with limited liability incorporated under the laws of the British Virgin Islands and is wholly-owned by the Vendor
“Offer”	the possible mandatory unconditional cash offer to be made by AFG Securities on behalf of the Offeror to acquire all the Offer Shares in accordance with the Takeovers Code
“Offeror” or “Mr. Wang”	Mr. Wang Tingfa

“Offer Price”	HK\$6.00 per Offer Share
“Offer Share(s)”	the issued Share(s) other than those already owned by the Offeror
“Offer Shareholder(s)”	holder(s) of the Share(s), other than the Offeror and parties acting in concert with him
“Overseas Shareholder(s)”	Offer Shareholder(s) whose address(es), as shown on the register of members of the Company, is/are outside Hong Kong
“Qualifying Shareholder(s)”	Shareholders whose names appear on the Company’s share register or branch share register on the Record Date
“Record Date”	being the date to be fixed for determining the Shareholders’ entitlement to the Offer
“Regulated Group Companies”	companies of the Group which are licensed corporations under the SFO, which as at the date of this joint announcement comprise, namely (a) Innovax Capital Limited, a company incorporated in Hong Kong with limited liability and licensed under the SFO to carry on Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities; (b) Innovax Securities Limited, a company incorporated in Hong Kong with limited liability and licensed under the SFO to carry on Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities; and (c) Innovax Asset Management Limited, a company incorporated in Hong Kong with limited liability and licensed under the SFO to carry on Type 9 (asset management) regulated activity
“Sale and Purchase Agreement”	the sale and purchase agreement dated 25 September 2025 and entered into among the Vendor and the Offeror in relation to the sale and purchase of the Sale Shares
“Sale Shares”	110 shares in Billion Shine, representing the entire issued share capital of Billion Shine
“SFC”	the Securities and Futures Commission of Hong Kong
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of par value HK\$0.1 each in the share capital of the Company

“Shareholder(s)”	holder(s) of the Share(s)
“Special Deal”	the Disposal, as more particularly set out in the section headed “Special Deal and Connected Transaction” in this joint announcement, which constitutes a “special deal” under Rule 25 of the Takeovers Code
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	The Hong Kong Code on Takeovers and Mergers
“Vendor” or “Mr. Chung”	Mr. Chung Chi Man, the chairman of the Board, an executive Director and the sole legal and beneficial owner of the Sale Shares as at the date of this joint announcement
“%”	per cent.

Mr. Wang Tingfa

By order of the Board
Innovax Holdings Limited
Mr. Chung Chi Man
Chairman and Executive Director

Hong Kong, 10 October 2025

As at the date of this joint announcement, the Board comprises: Mr. Chung Chi Man as Chairman of the Board and executive director; Mr. Poon Siu Kuen, Calvin as chief executive officer of the Company and executive Director; Dr. Wu Kwun Hing, Mr. Kwong Hon Nan, Eric and Ms. Chan Ka Lai, Vanessa as independent non-executive Directors.

This joint announcement includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than those relating to the Offeror or any of its associates or parties acting in concert with him), and confirm, having made all reasonable inquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the Offeror) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement, the omission of which would make any statements in this joint announcement misleading.

The Offeror accept full responsibility for the accuracy of information contained in this joint announcement (other than those relating to the Group, the Vendor or any of their associates or any parties acting in concert with them) and confirm, having made all reasonable inquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the Directors) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement, the omission of which would make any statements in this joint announcement misleading.

This joint announcement is published in English and in Chinese. In case of any inconsistency between the English version and the Chinese version, the English version prevails.