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DL HOLDINGS GROUP LIMITED

德林控股集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1709)

**(1) PLACING OF EXISTING SHARES AND
TOP-UP SUBSCRIPTION OF NEW SHARES UNDER
GENERAL MANDATE; AND
(2) CONNECTED TRANSACTION INVOLVING
SUBSCRIPTION OF NEW SHARES UNDER
SPECIFIC MANDATE**

Co-Placing Agents in respect of the Placing

Overall Coordinators



國泰君安國際
GUOTAI JUNAN INTERNATIONAL

**Guotai Junan Securities
(Hong Kong) Limited**



德林證券
DL SECURITIES

DL Securities (HK) Limited

Capital Market Intermediaries



申萬宏源香港
SWHYHK

Shenwan Hongyuan Securities (H.K.) Limited

The Board is pleased to announce that on 7 August 2025 (before trading hours), the Company has entered into the Placing and Subscription Agreement and the Specific Mandate Subscription Agreement with aggregate gross proceeds from the transactions contemplated under the Placing and Subscription Agreement and the Specific Mandate Subscription Agreement expected to be approximately HK\$653.30 million.

(1) PLACING OF EXISTING SHARES AND TOP-UP SUBSCRIPTION OF NEW SHARES UNDER GENERAL MANDATE

The Board is pleased to announce that on 7 August 2025 (before trading hours), the Company, the Sellers and the Placing Agents entered into the Placing and Subscription Agreement, pursuant to which (i) the Sellers have agreed to sell, and the Placing Agents have agreed to act as the agents of the Sellers to procure, on a best effort basis, not less than six (6) Placees to purchase the Placing Shares at the Placing Price of HK\$2.95 per Placing Share, and (ii) the Sellers have conditionally agreed to subscribe for, and the Company has conditionally agreed to allot and issue to the Sellers, the Top-up Subscription Shares at the Top-up Subscription Price which is equivalent to the Placing Price of HK\$2.95 per Top-up Subscription Share under the General Mandate (and such number of Top-up Subscription Shares shall be the same as the number of Placing Shares actually placed by the Placing Agents pursuant to the Placing and Subscription Agreement).

The Placing Shares represent approximately 13.58% of the existing issued share capital of the Company (excluding treasury shares) as at the date of this announcement and approximately 11.96% of the issued share capital of the Company (excluding treasury shares) as enlarged by the allotment and issue of the Top-up Subscription Shares immediately following the closing of the Top-up Subscription (assuming that, save for the allotment and issue of the Top-up Subscription Shares, there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Top-up Subscription, including that no Shares are issued pursuant to the Specific Mandate Subscription).

Pursuant to the Placing and Subscription Agreement, the Placing Agents will procure the Placing Shares to be placed to not less than six (6) Placees, who/which will be professional, institutional, corporate and/or individual investors selected and procured by or on behalf of the Placing Agents on a best effort basis.

The Placing Agents shall undertake to ensure that the Placees (if applicable, together with their respective ultimate beneficial owners), *inter alia*, (a) are and will, continue to immediately after completion of the Placing, be independent of and not directly or indirectly connected with the Company and its connected persons; and (b) are not and will not be, immediately after completion of the Placing, (i) a substantial shareholder of, (ii) otherwise a connected person of or (iii) acting in concert with, the Company, the Sellers, any of the parties acting in concert with the Company or the Sellers, or any of the Company's or the Sellers' respective connected persons, or (iv) an associate of the Sellers, and the Placees are independent of any of the above persons.

Assuming the Placing Shares are placed in full, the Top-up Subscription Shares, in aggregate, represent: (i) approximately 13.58% of the existing issued share capital of the Company (excluding treasury shares) as at the date of this announcement; (ii) approximately 11.96% of the issued share capital of the Company (excluding treasury shares) as enlarged by the allotment and issue of the Top-up Subscription Shares immediately following the closing of the Top-up Subscription (assuming that, save for the allotment and issue of the Top-up Subscription Shares, there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Top-up Subscription, including that no Shares are issued pursuant to the Specific Mandate Subscription); and (iii) approximately 11.82% of the issued share capital of the Company (excluding treasury shares) as enlarged by the allotment and issue of the Top-up Subscription Shares immediately following the closing of the Top-up Subscription (assuming that, save for the allotment and issue of the Top-up Subscription Shares and the Specific Mandate Subscription Shares, there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Top-up Subscription).

The Top-up Subscription Shares will be allotted and issued pursuant to the General Mandate and therefore no Shareholders' approval is required for the allotment and issue of the Top-up Subscription Shares.

Completion of the Placing and the Top-up Subscription is subject to the satisfaction or (if applicable) waiver of the conditions precedent set out in the Placing and Subscription Agreement. Please refer to the sections headed “Conditions of the Placing” and “Conditions of the Top-up Subscription” in this announcement for further information. In the event that the conditions in respect of the Top-up Subscription are not fulfilled within fourteen (14) days after the date of the Placing and Subscription Agreement (or such later date as may be agreed among the Company, the Sellers and the Placing Agents in writing subject to compliance with the applicable laws, rules and regulations), the rights, obligations and liabilities of the Company and the Sellers under the Top-up Subscription shall cease and terminate and neither the Company nor the Sellers shall have any claim against the other, save for antecedent breaches.

The Placing Price is HK\$2.95 per Placing Share and represents: (i) a discount of approximately 11.94% to the closing price of HK\$3.35 per Share as quoted on the Stock Exchange on the Last Trading Day; and (ii) a discount of approximately 12.98% to the average closing price of approximately HK\$3.39 per Share as quoted on the Stock Exchange for the last five (5) consecutive trading days prior to and including the Last Trading Day.

The estimated net proceeds from the Top-up Subscription, after deducting all relevant fees, costs and expenses (including but not limited to legal expenses and disbursements) incidental to the Placing and the Top-up Subscription, are expected to be approximately HK\$581.79 million. The estimated net Top-up Subscription Price, after deducting such fees, costs and expenses, is approximately HK\$2.89 per Top-up Subscription Share.

(2) CONNECTED TRANSACTION INVOLVING SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE

The Board is pleased to announce that on 7 August 2025 (before trading hours), the Company entered into the Specific Mandate Subscription Agreement with the Subscriber, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber has conditionally agreed to subscribe for Specific Mandate Subscription Shares at the Specific Mandate Subscription Price of HK\$2.95 per Specific Mandate Subscription Share in accordance with the terms and conditions as set out in the Specific Mandate Subscription Agreement.

Upon completion of the Specific Mandate Subscription, a maximum of 20,000,000 new Shares shall be allotted and issued by the Company and subscribed by the Subscriber in accordance with the terms and conditions of the Specific Mandate Subscription Agreement.

The maximum of Specific Mandate Subscription Shares, i.e. 20,000,000 Shares, represent: (i) approximately 1.35% of the issued share capital of the Company (excluding treasury shares) as at the date of this announcement; (ii) approximately 1.33% of the issued share capital of the Company (excluding treasury shares) as enlarged by the allotment and issue of the Specific Mandate Subscription Shares (assuming that, save for the allotment and issue of the Specific Mandate Subscription Shares, there will be no change in the issued share capital of the Company, including that no Shares are issued pursuant to the Top-up Subscription); and (iii) approximately 1.17% of the issued share capital of the Company (excluding treasury shares) as enlarged by the allotment and issue of the Specific Mandate Subscription Shares immediately following the closing of the Specific Mandate Subscription (assuming that, save for the allotment and issue of the Top-up Subscription Shares and the Specific Mandate Subscription Shares, there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Specific Mandate Subscription).

Completion of the Specific Mandate Subscription is subject to the satisfaction or (if applicable) waiver of the conditions precedent set out in the Specific Mandate Subscription Agreement. Please refer to the section headed “Conditions of the Specific Mandate Subscription” in this announcement for further information.

The Specific Mandate Subscription Price is HK\$2.95 per Specific Mandate Subscription Share and represents: (i) a discount of approximately 11.94% to the closing price of HK\$3.35 per Share as quoted on the Stock Exchange on the Last Trading Day; and (ii) a discount of approximately 12.98% to the average closing price of approximately HK\$3.39 per Share as quoted on the Stock Exchange for the last five (5) consecutive trading days prior to and including the Last Trading Day.

The estimated net proceeds from the Specific Mandate Subscription, after deducting all relevant fees, costs and expenses (including but not limited to legal expenses and disbursements) incidental to the Specific Mandate Subscription, are expected to be approximately HK\$58.57 million. The estimated net Specific Mandate Subscription Price, after deducting such fees, costs and expenses, is therefore approximately HK\$2.93 per Specific Mandate Subscription Share.

IMPLICATIONS UNDER THE LISTING RULES IN RESPECT OF THE SPECIFIC MANDATE SUBSCRIPTION

As at the date of this announcement, the Subscriber is a controlling shareholder of the Company and a company wholly-owned by Mr. Chen, an executive Director. Therefore, the Subscriber is a connected person of the Company. The entering into of the Specific Mandate Subscription Agreement and the transaction contemplated thereunder (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate) constitute a connected transaction of the Company and is subject to the reporting, announcement, circular and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

APPLICATION FOR LISTING OF THE TOP-UP SUBSCRIPTION SHARES AND THE SPECIFIC MANDATE SUBSCRIPTION SHARES

Application(s) will be made by the Company to the Listing Committee for the listing of and permission to deal in the Top-up Subscription Shares and the Specific Mandate Subscription Shares.

GENERAL

The Specific Mandate Subscription is subject to Independent Shareholders' approval. The Specific Mandate Subscription Shares will be allotted and issued under the Specific Mandate to be proposed for approval by the Independent Shareholders by way of an ordinary resolution at the EGM.

The EGM will be convened for the Independent Shareholders to consider, and if thought fit, approve the entering into of the Specific Mandate Subscription Agreement and the transaction contemplated thereunder (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate).

The Independent Board Committee comprising all independent non-executive Directors has been established to advise the Independent Shareholders on the Specific Mandate Subscription Agreement and the transaction contemplated thereunder (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate), and an independent financial adviser will be appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

The circular containing, among other things, (i) further details of the Specific Mandate Subscription Agreement and the transaction contemplated thereunder (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate); (ii) a letter from the Independent Board Committee containing its advice to the Independent Shareholders in respect of the Specific Mandate Subscription Agreement and the connected transaction contemplated thereunder (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate); (iii) a letter from the independent financial adviser containing its advice to the Independent Board Committee and the Independent Shareholders in respect of the Specific Mandate Subscription Agreement and the transaction contemplated thereunder (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate); and (iv) a notice convening the EGM and the relevant proxy form will be despatched to the Shareholders accordingly.

Completion of the Placing and the Top-up Subscription is subject to the satisfaction or (if applicable) waiver of the conditions precedent set out in the Placing and Subscription Agreement, and completion of the Specific Mandate Subscription is subject to the satisfaction or (if applicable) waiver of the conditions precedent set out in the Specific Mandate Subscription Agreement. As the completion of the Placing, the Top-up Subscription and the Specific Mandate Subscription may or may not take place, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

(1) PLACING OF EXISTING SHARES AND TOP-UP SUBSCRIPTION OF NEW SHARES UNDER GENERAL MANDATE

The Board is pleased to announce that on 7 August 2025 (before trading hours), the Company, the Sellers and the Placing Agents entered into the Placing and Subscription Agreement, pursuant to which (i) the Sellers have agreed to sell, and the Placing Agents have agreed to act as the agents of the Sellers to procure, on a best effort basis, not less than six (6) Placees to purchase the Placing Shares at the Placing Price of HK\$2.95 per Placing Share, and (ii) the Sellers have conditionally agreed to subscribe for, and the Company has conditionally agreed to allot and issue to the Sellers, the Top-up Subscription Shares at the Top-up Subscription Price which is equivalent to the Placing Price of HK\$2.95 per Top-up Subscription Share under the General Mandate (and such number of Top-up Subscription Shares shall be the same as the number of Placing Shares actually placed by the Placing Agents pursuant to the Placing and Subscription Agreement).

THE PLACING AND SUBSCRIPTION AGREEMENT

The principal terms and conditions of the Placing and Subscription Agreement are as follows:

Date

7 August 2025 (before trading hours)

Parties

Issuer:	The Company
Placing Agents:	DL Securities; Guotai Junan; and Shenwan Hongyuan
Sellers:	DA Wolf; and Mr. Chen

As at the date of this announcement, (i) DL Securities is a subsidiary of the Company, the entire issued share capital of which is owned as to 70% by Topper Alliance Holding Limited (a wholly-owned subsidiary of the Company) and 30% by DL Digital Family Office (Cayman) Limited; and (ii) the entire issued share capital of DL Digital Family Office (Cayman) Limited is owned as to approximately 35.8% by the Company, 25% by DL AI Limited (as a trustee holding shares for the administration of the existing share incentive scheme of DL Digital Family Office (Cayman) Limited and a company wholly-owned by a director of DL Digital Family Office (Cayman) Limited), 10% by GPTX Tech-Driven LPF, 10% by C Capital AI Limited and the remaining 19.2% by three Independent Third Parties. Therefore, DL Securities is not a connected person of the Company and its connected persons under Chapter 14A of the Listing Rules.

To the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, Guotai Junan and Shenwan Hongyuan and each of their respective ultimate beneficial owners are third parties independent of and not connected with the Company and its connected persons.

Number of Placing Shares

201,456,000 existing Shares beneficially owned by the Sellers (of which 183,309,000 Shares beneficially owned by DA Wolf and 18,147,000 Shares beneficially owned by Mr. Chen), representing in aggregate approximately 13.58% of the existing issued share capital of the Company (excluding treasury shares) as at the date of this announcement and approximately 11.96% of the issued share capital of the Company (excluding treasury shares) as enlarged by the allotment and issue of the Top-up Subscription Shares immediately following the closing of the Top-up Subscription (assuming that, save for the allotment and issue of the Top-up Subscription Shares, there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Top-up Subscription, including that no Shares are issued pursuant to the Specific Mandate Subscription).

Placees

Pursuant to the Placing and Subscription Agreement, the Placing Agents will procure the Placing Shares to be placed to not less than six (6) Placees, who/which will be professional, institutional, corporate and/or individual investors selected and procured by or on behalf of the Placing Agents on a best effort basis.

The Placing Agents shall undertake ensure that the Placees (if applicable, together with their respective ultimate beneficial owners), *inter alia*, (a) are and will, continue to immediately after completion of the Placing, be independent of and not directly or indirectly connected with the Company and its connected persons; and (b) are not and will not be, immediately after completion of the Placing, (i) a substantial shareholder of, (ii) otherwise a connected person of or (iii) acting in concert with, the Company, the Sellers, any of the parties acting in concert with the Company or the Sellers, or any of the Company's or the Sellers' respective connected persons, or (iv) an associate of the Sellers, and the Placees are independent of any of the above persons.

Placing Price

The Placing Price of HK\$2.95 per Placing Share represents:

- (i) a discount of approximately 11.94% to the closing price of HK\$3.35 per Share as quoted on the Stock Exchange on the Last Trading Day; and
- (ii) a discount of approximately 12.98% to the average closing price of HK\$3.39 per Share as quoted on the Stock Exchange for the last five (5) consecutive trading days immediately prior and including the Last Trading Day.

The Placing Price is exclusive of brokerage, trading fees, stamp duty, transaction fees and levies.

The Placing Price was determined with reference to the prevailing market price and the recent trading volume of the Shares and was negotiated on an arm's length basis between the Company and the Placing Agents.

The net issue price per Placing Share (after deduction of the placing commission and other related expenses as described above) is approximately HK\$2.89, assuming that the Placing is completed in full. The Directors consider that the Placing is on normal commercial terms and the terms of the Placing are fair and reasonable, having considered the current market conditions, and, so far as the Company and the Shareholders are concerned, in the interests of the Company and the Shareholders as a whole.

Ranking of the Placing Shares

The Placing Shares, when allotted and issued, will rank *pari passu* in all respects with the other existing Shares in issue as at the Placing Transaction Date including the right to receive all dividends and other distributions declared, made or payable at any time by reference to a record date falling on or after the Placing Transaction Date.

Conditions of the Placing

Completion of the Placing is conditional upon the fulfilment or waiver of the following conditions:

- (i) there shall not have occurred any material breach of any of the representations, warranties or undertakings given by the Company and the Sellers under the Placing and Subscription Agreement or any event would have rendered any such representations, warranties or undertakings being untrue, inaccurate or misleading in any material aspects in each case on or prior to the closing date of the Placing; and
- (ii) save for any temporary suspension in connection with the Placing or Top-up Subscription or such other period as the parties may agree in writing, there shall not be any suspension of dealings in the Shares on the Stock Exchange for any period of seven (7) consecutive trading days or more during the period commencing upon the execution of the Placing and Subscription Agreement and terminating at 4:00 p.m. (Hong Kong time) on the Placing Transaction Date (or such later time and date as the Sellers and the Placing Agents may agree in writing).

The Sellers shall use their best endeavours to procure the fulfilment of the conditions to completion of the Placing. The Sellers shall confirm to the Placing Agents that the conditions to completion of the Placing are fulfilled on the Placing Transaction Date.

Completion of the Placing

Completion of the Placing is expected to take place on the date falling two (2) Business Days after the Placing Transaction Date (or such other date as the Sellers and the Placing Agents may agree).

THE TOP-UP SUBSCRIPTION

Top-up Subscription Shares

201,456,000 new Shares (which shall be equal to the number of Placing Shares actually placed by the Placing Agents pursuant to the Placing and Subscription Agreement) to be allotted and issued to the Sellers, in aggregate, represent: (i) approximately 13.58% of the existing issued share capital of the Company (excluding treasury shares) as at the date of this announcement; (ii) approximately 11.96% of the issued share capital of the Company (excluding treasury shares) as enlarged by the allotment and issue of the Top-up Subscription Shares immediately following the closing of the Top-up Subscription (assuming that, save for the allotment and issue of the Top-up Subscription Shares, there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Top-up Subscription, including that no Shares are issued pursuant to the Specific Mandate Subscription); and (iii) approximately 11.82% of the issued share capital of the Company (excluding treasury shares) as enlarged by the allotment and issue of the Top-up Subscription Shares immediately following the closing of the Top-up Subscription (assuming that, save for the allotment and issue of the Top-up Subscription Shares and the Specific Mandate Subscription Shares, there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Top-up Subscription).

Top-up Subscription Price

The Top-up Subscription Price per new Share is equivalent to the Placing Price of HK\$2.95 per Share. The aggregate value of the Top-up Subscription Shares is approximately HK\$594,295,200 and the aggregate nominal value of the Top-up Subscription Shares is HK\$2,014,560.

The Directors consider that the terms of the Top-up Subscription are fair and reasonable under the current market conditions and are in the best interests of the Company and the Shareholders as a whole.

Ranking of the Top-up Subscription Shares

The Top-up Subscription Shares, when fully paid, will rank *pari passu* in all respects with the other Shares in issue or to be allotted and issued by the Company on or prior to the date of completion of the Top-up Subscription including the rights to all dividends and other distributions declared, made or paid on or after the date of allotment of the Top-up Subscription Shares.

Conditions of the Top-up Subscription

The Top-up Subscription is conditional upon the fulfilment of the following conditions:

- (a) the Listing Committee granting listing of and permission to deal in the Top-up Subscription Shares (and such listing and permission not subsequently revoked prior to the delivery of definitive share certificates representing the Top-up Subscription Shares); and
- (b) completion of the Placing having occurred pursuant to the terms of the Placing and Subscription Agreement.

None of the conditions for the Top-up Subscription can be waived by the parties to the Placing and Subscription Agreement.

In the event that the conditions in respect of the Top-up Subscription are not fulfilled within fourteen (14) days after the date of the Placing and Subscription Agreement (or such later date as may be agreed among the Company, the Sellers and the Placing Agents in writing subject to compliance with the applicable laws, rules and regulations), the rights, obligations and liabilities of the Company and the Sellers under the Top-up Subscription shall cease and terminate and neither the Company nor the Sellers shall have any claim against the other, save for antecedent breaches.

Closing of the Top-up Subscription

Closing of the Top-up Subscription will take place on the second (2nd) business day (each being a day on which trading on the Stock Exchange takes place) following the date upon which the last of the above conditions is fulfilled, provided it shall take place on a date no later than fourteen (14) days after the date of the Placing and Subscription Agreement, or such other day as agreed by the Company, the Sellers and the Placing Agents in writing and in compliance with the Listing Rules.

General Mandate to issue the Top-up Subscription Shares

The Top-up Subscription Shares will be allotted and issued under the General Mandate granted to the Directors by a resolution of the Shareholders passed at the AGM pursuant to which up to 303,665,270 Shares were allowed to be issued and allotted.

As at the date of this announcement, no new Shares have been issued under the General Mandate. Accordingly, the allotment and issue of the Top-up Subscription Shares is not subject to further approval of the Shareholders.

Application for listing

The Company will apply to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Top-up Subscription Shares.

Lock-up undertakings under the Placing and Subscription Agreement

The Sellers have undertaken to the Placing Agents that they shall not, and shall procure that none of its nominees, any person controlled by it, any trust associated with it or any person acting on its or their behalf shall, without the prior written consent of the Placing Agents:

- (i) offer, sell, lend, contract to sell, pledge, grant any option over, make any short sale or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Sellers or any affiliate of the Sellers or any person in privity with the Sellers or any affiliate of the Sellers), directly or indirectly, any equity securities of the Company or any securities convertible into, or exercisable, or exchangeable for, equity securities of the Company;
- (ii) enter into any swap or similar agreement that transfers, in whole or in part, the economic risk of ownership of such Shares, whether any such transaction described in (i) or (ii) above is to be settled by delivery of Shares or such other securities, in cash or otherwise; or
- (iii) publicly announce an intention to effect any such transaction,

for a period beginning on the date of the Placing and Subscription Agreement and ending on the date which is 90 days after the Placing Completion Date. The above undertaking shall not apply to the sale of the Placing Shares under the Placing and Subscription Agreement.

The Company has undertaken to each of the Placing Agents, and the Sellers undertake to each of the Placing Agents to procure the Company, that, other than pursuant to the following, the Company will not allot or issue or offer to allot or issue or grant any option, right or warrant to subscribe (either conditionally or unconditionally, or directly or indirectly, or otherwise) any Shares or any interests in Shares or any securities convertible into or exercisable or exchangeable for or substantially similar to any Shares or interest in Shares during the period commencing on the date of the Placing and Subscription Agreement up to 90 days after the Placing Completion Date, unless the prior written consent of all of the Placing Agents having been obtained:

- (i) any Excluded Event;
- (ii) any exercise of any convertible notes or warrants or options in issue at the date of the Placing and Subscription Agreement or any other conversion or subscription rights existing as at the date of the Placing and Subscription Agreement;
- (iii) any exercise of any share options granted pursuant to the share option scheme of the Company adopted pursuant to the Listing Rules as at the date of the Placing and Subscription Agreement;
- (iv) any scrip dividend scheme; or
- (v) any allotment and issue of the Subscription Shares pursuant to the Placing and Subscription Agreement,

and the Company will not agree (conditionally or unconditionally) to enter into or effect any such transaction with the same economic effect as any of the transactions described above.

Termination of the Placing and Subscription Agreement

The Placing Agents may terminate the Placing and Subscription Agreement without any liability to the Company, by notice in writing given to the Company at any time prior to 8:00 a.m. (Hong Kong time) on the Placing Completion Date upon the occurrence of the following events which, in the sole opinion of the Placing Agents, has or may have an material adverse effect of the Group taken as a whole or adverse material effect on the full placement of all of the Placing Shares or otherwise makes it inappropriate, inadvisable or inexpedient to proceed with the Placing on the terms and in the manner contemplated in the Placing and Subscription Agreement:

(a) there develops, occurs or comes into force:

- (i) any new law, rule or regulation or any change (whether or not permanent) or development (whether or not permanent) involving a prospective change in existing laws, rules or regulations which in the reasonable opinion of the Placing Agents is or is likely to be materially adverse to the success of the Placing, or makes or is likely to make it impracticable or inadvisable or inexpedient to proceed therewith; or
- (ii) any event, development or change (whether or not local, national or international or forming part of a series of events, developments or changes occurring or continuing before, on and/or after the date of the Placing and Subscription Agreement) and including an event or change in relation to or a development of an existing state of affairs of a political, military, industrial, financial, economic, fiscal, regulatory, currency or other nature, resulting in a change in, or which may result in a change in, political, economic, fiscal, financial, regulatory, currency or local, national or international stock or securities market conditions (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, interbank markets and credit markets) in Hong Kong, the PRC, the European Union or the U.S. which in the opinion of the Placing Agents is or is likely to be materially adverse to the success of the Placing, or makes or is likely to make it impracticable or inadvisable or inexpedient to proceed therewith; or

- (iii) any event, or series of events beyond the reasonable control of the Placing Agents (including, without limitation, any calamity, act of government, strike, labor dispute, lock-out, fire, explosion, flooding, earthquake, civil commotion, economic sanctions, epidemic, pandemic, outbreak of infectious disease, outbreak or escalation of hostilities, act of terrorism and act of God) involving Hong Kong, the PRC, the European Union or the U.S., or the declaration by Hong Kong, the PRC, the European Union or the U.S. of war or a state of emergency or calamity or crisis which in the opinion of the Placing Agents is or is likely to be materially adverse to the success of the Placing, or makes or is likely to make it impracticable or inadvisable or inexpedient to proceed therewith; or
- (iv) the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange occurring due to exceptional financial circumstances or otherwise; or
- (v) a change or development involving a change of taxation or exchange control (or the implementation of exchange control) in the PRC, Hong Kong, the European Union or the U.S. adversely affecting the proposed investments in the Placing Shares; or
- (vi) any litigation or claim being instituted against any member of the Group, which has or may have a material adverse effect on the business or financial position of the Group and which in the opinion of the Placing Agents, would materially and adversely affect the success of the Placing; or
- (vii) the commencement by any state, governmental, judicial, regulatory or political body or organisation in Hong Kong or the PRC of any action against any of the directors of the Company and/or the Sellers or an announcement by any state, governmental, judicial, regulatory or political body or organization in Hong Kong or the PRC that it intends to take any such action, which has or may have a material adverse effect on the business or financial position of the Group and which in the opinion of the Placing Agents, would materially and adversely affect the success of the Placing; or

- (b) there has been a material breach by the Company or the Sellers of any of their respective representations, warranties and undertakings under the Placing and Subscription Agreement or any obligations imposed on the Company under the Placing and Subscription Agreement;
- (c) if any of the Placing Agents considers the Company, the Sellers, their respective controlling shareholders, actual controller and/or direct person-in charge of this Placing does not satisfy or to be in breach(es) of any applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force; or
- (d) there is any change, or any development involving a prospective change, in or affecting the business, general affairs, management, assets and liabilities, shareholders' equity, results of operations or position, financial or otherwise, of the Group (other than those already disclosed to the public on or before the date of the Placing and Subscription Agreement) as a whole.

(2) CONNECTED TRANSACTION INVOLVING SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE

The Board is pleased to announce that on 7 August 2025 (before trading hours), the Company entered into the Specific Mandate Subscription Agreement with the Subscriber, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber has conditionally agreed to subscribe for Specific Mandate Subscription Shares at the Specific Mandate Subscription Price of HK\$2.95 per Specific Mandate Subscription Share in accordance with the terms and conditions as set out in the Specific Mandate Subscription Agreement.

THE SPECIFIC MANDATE SUBSCRIPTION AGREEMENT

The principal terms of the Specific Mandate Subscription Agreement are as follows:

Date

7 August 2025 (before trading hours)

Parties

Issuer: The Company

Subscriber: DA Wolf

Specific Mandate Subscription Shares

The maximum of Specific Mandate Subscription Shares, i.e. 20,000,000 Shares, represent: (i) approximately 1.35% of the issued share capital of the Company (excluding treasury shares) as at the date of this announcement; (ii) approximately 1.33% of the issued share capital of the Company (excluding treasury shares) as enlarged by the allotment and issue of the Specific Mandate Subscription Shares (assuming that, save for the allotment and issue of the Specific Mandate Subscription Shares, there will be no change in the issued share capital of the Company, including that no Shares are issued pursuant to the Top-up Subscription); and (iii) approximately 1.17% of the issued share capital of the Company (excluding treasury shares) as enlarged by the allotment and issue of the Specific Mandate Subscription Shares immediately following the closing of the Specific Mandate Subscription (assuming that, save for the allotment and issue of the Top-up Subscription Shares and the Specific Mandate Subscription Shares, there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Specific Mandate Subscription).

The maximum of Specific Mandate Subscription Shares, i.e. 20,000,000 Shares, have an aggregate nominal value of HK\$200,000 and market value of approximately HK\$67.00 million based on the closing price of HK\$3.35 per Share as quoted on the Stock Exchange on the Last Trading Day.

Specific Mandate Subscription Price

The Specific Mandate Subscription Price of HK\$2.95 per Specific Mandate Subscription Share represents:

- (i) a discount of approximately 11.94% to the closing price of HK\$3.35 per Share as quoted on the Stock Exchange on the Last Trading Day; and
- (ii) a discount of approximately 12.98% to the average closing price of approximately HK\$3.39 per Share as quoted on the Stock Exchange for the last five (5) consecutive trading days prior to and including the Last Trading Day.

The net Specific Mandate Subscription Price (after deduction of all professional fees and related expenses) is estimated to be approximately HK\$2.93 per Specific Mandate Subscription Share.

The Specific Mandate Subscription Price was arrived at after arm's length negotiations between the Company and the Subscriber with reference to, among other things, the prevailing market price of the Shares and the market conditions, and the funding needs and financial position of the Group. The Directors (excluding the independent non-executive Directors whose opinion will be provided after taking into account the advice from the independent financial adviser) consider that the Specific Mandate Subscription Price and the terms of the Specific Mandate Subscription Agreement are on normal commercial terms and are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

Ranking of the Specific Mandate Subscription Shares

The Specific Mandate Subscription Shares, when fully paid, will rank *pari passu* in all respects with the other Shares in issue or to be allotted and issued by the Company on or prior to the date of completion of the Specific Mandate Subscriptions including the rights to all dividends and other distributions declared, made or paid on or after the date of allotment of the Specific Mandate Subscription Shares.

Conditions of the Specific Mandate Subscription

Completion of the Specific Mandate Subscription is conditional on:

- (a) the Independent Shareholders having approved at the EGM the entering into of the Specific Mandate Subscription Agreement and the transactions contemplated under the Specific Mandate Subscription Agreement (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate) in accordance with the requirement under the Listing Rules;
- (b) the Listing Committee having granted the listing of and the permission to deal in the Specific Mandate Subscription Shares, and such approval and granting of permission not having been withdrawn or revoked;
- (c) the Company will be able to meet the public float requirement under the Listing Rules upon Completion;
- (d) all other necessary consents, approvals, permits or licences from the relevant governmental or regulatory authorities or other third parties in relation to the transactions contemplated hereunder having been obtained;
- (e) the representations and warranties made by the Company where required to be repeated in accordance with the Specific Mandate Subscription Agreement at Completion being materially true and accurate at the time of completion of the Specific Mandate Subscription, as though then made and the Company not otherwise being in material breach of its obligations under the Specific Mandate Subscription Agreement;
- (f) the representations and warranties made by the Subscriber where required to be repeated in accordance with the Specific Mandate Subscription Agreement at Completion being materially true and accurate at the time of completion of the Specific Mandate Subscription, as though then made and the Subscriber not otherwise being in material breach of its obligations under the Specific Mandate Subscription Agreement;

- (g) the completion of the Placing and the Top-up Subscription having been taken place, including the Placing Shares having been successfully sold to the Placees and the Top-up Subscription Shares having been successfully allotted and issued to the Sellers.

Save for the conditions precedent set out in (a) to (d) above which may not be waived by any party, (i) the Subscriber may waive the conditions precedent set out in (e) and (g) above on any terms it decides by notice in writing to the Company, and (ii) the Company may waive the conditions precedent set out in (f) above on by notice in writing to the Subscriber.

If any of the conditions above has not been satisfied (or otherwise waived) before 31 December 2025, or such date as the Subscriber and the Company may agree in writing, the Specific Mandate Subscription Agreement shall terminate with immediate effect.

Completion

Completion of the Specific Mandate Subscription shall take place on the third (3rd) Business Day following the satisfaction (or waiver) of all the conditions, or such other date as the Subscriber and the Company may agree in writing.

APPLICATION FOR LISTING OF THE TOP-UP SUBSCRIPTION SHARES AND THE SPECIFIC MANDATE SUBSCRIPTION SHARES

Application(s) will be made by the Company to the Listing Committee for the listing of and permission to deal in the Top-up Subscription Shares and the Specific Mandate Subscription Shares.

GENERAL MANDATE AND SPECIFIC MANDATE

By an ordinary resolution of the Shareholders passed on 13 September 2024, the General Mandate was granted to the Directors to exercise the power of the Company to allot, issue and deal with Shares not exceeding 20% of the total number of the then issued share capital of the Company as at the date of the abovementioned AGM. Under the General Mandate, the Company is authorised to issue up to 303,665,270 Shares under the General Mandate. Since the grant of the General Mandate on 13 September 2024 and up to the date of this announcement, the Directors have not exercised their power to allot or issue any new Shares pursuant to such General Mandate.

The Top-up Subscription Shares will be allotted and issued under the General Mandate. Accordingly, no separate Shareholders' approval is required for the issue of the Top-up Subscription Shares.

The Specific Mandate Subscription Shares will be allotted and issued under the Specific Mandate to be proposed for approval by the Independent Shareholders by way of an ordinary resolution at the EGM.

INFORMATION ON THE PARTIES

The Sellers and the Subscriber

DA Wolf, being one of the Sellers and as the Subscriber, is an investment holding company incorporated in the British Virgin Islands with limited liability which is wholly-owned by Mr. Chen, an executive Director and a controlling shareholder of the Company. As at the date of this announcement, DA Wolf is a controlling shareholder of the Company directly holding as to approximately 36.92% of the entire issued share capital of the Company (excluding treasury shares of the Company), while Mr. Chen also (i) holds approximately 1.22% of the entire issued share capital of the Company (excluding treasury shares of the Company) as beneficial owner; and (ii) through Rapid Raise Investments Limited, an investment holding company incorporated in the British Virgin Islands with limited liability which is wholly-owned as to approximately 63.40% by Mr. Chen, indirectly holding as to approximately 15.62% of the entire issued share capital of the Company (excluding treasury shares of the Company).

The Placing Agents

As at the date of this announcement, (i) DL Securities is a subsidiary of the Company, the entire issued share capital of which is owned as to 70% by Topper Alliance Holding Limited (a wholly-owned subsidiary of the Company) and 30% by DL Digital Family Office (Cayman) Limited; and (ii) the entire issued share capital of DL Digital Family Office (Cayman) Limited is owned as to 35.8% by the Company, 25% by DL AI Limited (as a trustee holding shares for the administration of the existing share incentive scheme of DL Digital Family Office (Cayman) Limited and a company wholly-owned by a director of DL Digital Family Office (Cayman) Limited), 10% by GPTX Tech-Driven LPF, 10% by C Capital AI Limited and the remaining 19.2% by three Independent Third Parties.

To the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, Guotai Junan and Shenwan Hongyuan and each of their respective ultimate beneficial owners are third parties independent of and not connected with the Company and its connected persons.

The Company and the Group

The principal activity of the Company is investment holding. The Group is principally engaged in (i) provision of financial services of licensed businesses including financial advisory services; securities research services; securities trading and brokerage services; margin financing services; referral services; investment management and advisory services; and insurance brokerage services to customers; (ii) provision of family office services, investment advisory, assets management services and referral services for ultrahigh net worth families; (iii) provision of money lending services to customers; (iv) sales of apparel products with the provision of supply chain management total solutions to customers; and (v) provision of enterprise solutions services.

IMPLICATIONS UNDER THE LISTING RULES IN RESPECT OF THE SPECIFIC MANDATE SUBSCRIPTION

As at the date of this announcement, the Subscriber is a controlling shareholder of the Company and a company wholly-owned by Mr. Chen, an executive Director. Therefore, the Subscriber is a connected person of the Company. The entering into of the Specific Mandate Subscription Agreement and the transaction contemplated thereunder (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate) constitute a connected transaction of the Company and is subject to the reporting, announcement, circular and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

REASONS FOR AND BENEFITS OF THE PLACING, THE TOP-UP SUBSCRIPTION AND THE SPECIFIC MANDATE SUBSCRIPTION AND USE OF PROCEEDS

As mentioned in the Company's annual report for the year ended 31 March 2025, the Group is in a preliminary stage of developing the digital finance business and is actively deploying resources in developing blockchain, stablecoins, and real-world assets ("RWA") within the financial infrastructure of the Web3.0 era. As a fintech enterprise rooted in the Asia-Pacific and oriented toward global capital markets, the Company is exploring various opportunities in constructing and developing the next-generation financial infrastructure which aims to allow it to lead the digital capital markets and RWA tokenisation, and to build a unique DL-branded digital finance ecosystem. The Group has been actively seeking opportunities in furtherance of the aforementioned strategy, including entering into various strategic investments and forming joint ventures or strategic cooperation with various leaders and business partners experienced in blockchain, stablecoins and RWA during the first half of 2025.

The gross proceeds from the Top-up Subscription are expected to be approximately HK\$594.30 million, while the net proceeds from the Top-up Subscription, after deducting all relevant fees, costs and expenses (including but not limited to legal expenses and disbursements) incidental to the Placing and the Top-up Subscription, are estimated to be approximately HK\$581.79 million. The estimated net Top-up Subscription Price, after deducting such fees, costs and expenses, is approximately HK\$2.89 per Top-up Subscription Share.

The gross proceeds from the Specific Mandate Subscription are expected to be approximately HK\$59.00 million, while the net proceeds from the Specific Mandate Subscription, after deducting all relevant fees, costs and expenses (including but not limited to legal expenses and disbursements) incidental to the Specific Mandate Subscription, are estimated to be approximately HK\$58.57 million. The estimated net Specific Mandate Subscription Price, after deducting such fees, costs and expenses, is approximately HK\$2.93 per Specific Mandate Subscription Share.

The Company intends to apply the total amount of net proceeds from the Top-up Subscription and the Specific Mandate Subscription as follows:

- (i) approximately 30% for supporting the Group's strategic acquisition and/or investment, and expansion in RWA tokenisation initiatives. This will cover warehousing positions in prominent late-stage private technology, artificial intelligence, and innovative startups that have historically been inaccessible to retail investors, acquired at valuations the Group considers attractive;
- (ii) approximately 15% for developing Bitcoin mining business and building up Bitcoin reserve;
- (iii) approximately 7% for establishing a licensed virtual asset over-the-counter trading (VA OTC) and retail network in Hong Kong, as well as applying for and upgrading of compliance licenses for virtual assets related business in Hong Kong and other jurisdictions;
- (iv) approximately 8% for further developing the Group's digital assets, cryptocurrency and stablecoin related business initiatives, independently by procuring blockchain experts for researching and developing relevant systems and interfaces, or through strategic joint ventures with globally recognised market players in the sector;

- (v) approximately 10% for investment in the ONE Carmel premier residential project located in the United States, to further strengthen the Group's position and network at Silicon Valley as well as expanding AI and RWA initiatives for the Group's future development;
- (vi) approximately 10% for investment in IT facilities and system upgrades to support the further advancement of the Group's digital asset and financial technology strategies;
- (vii) approximately 10% for the creation of exchange-traded funds (ETFs) and development in quantitative investment, including building new ETF products and algorithmic investment capabilities to broaden the Group's financial product offering; and
- (viii) approximately 10% for replenishing the working capital of the Group and supporting day-to-day operations.

As at the date of this announcement, save for in respect of paragraph (v) above, there are no potential targets available or any concrete plans for such potential merger and acquisition opportunities. Further announcement(s) will be made by the Company in accordance with the applicable requirements of the Listing Rules as and when appropriate.

FUND RAISING ACTIVITIES OF THE COMPANY IN THE PAST TWELVE MONTHS

The Company has not conducted any other fund raising activities involving the issue of its equity securities in the 12 months immediately preceding the date of this announcement.

CHANGES IN SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement, the Company has 1,483,292,389 Shares in issue (excluding 66,100,488 treasury shares). Set out below is the shareholding structure of the Company (i) as at the date of this announcement; (ii) immediately following the completion of the Placing but before the completion of the Top-up Subscription and the Specific Mandate Subscription (assuming that there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Top-up Subscription, including that no Shares are issued pursuant to the Top-up Subscription and the Specific Mandate Subscription); (iii) immediately following the completion of the Placing and the Top-up Subscription but before the completion of the Specific Mandate Subscription (assuming that, save for the allotment and issue of the Top-up Subscription Shares, there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Top-up Subscription, including that no Shares are issued pursuant to the Specific Mandate Subscription); and (iv) immediately following the completion of the Placing, the Top-up Subscription and the Specific Mandate Subscription (assuming that, save for the allotment and issue of the Top-up Subscription Shares and the Specific Mandate Subscription Shares, there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Specific Mandate Subscription), for illustration purposes only:

	As at the date of this announcement		Immediately following the completion of the Placing but before the completion of the Top-up Subscription and the Specific Mandate Subscription		Immediately following the completion of the Placing and the Top-up Subscription but before the completion of the Specific Mandate Subscription		Immediately following the completion of the Placing, the Top-up Subscription and the Specific Mandate Subscription	
	<i>Number of Shares</i>	<i>Approximate %</i>	<i>Number of Shares</i>	<i>Approximate %</i>	<i>Number of Shares</i>	<i>Approximate %</i>	<i>Number of Shares</i>	<i>Approximate %</i>
Mr. Chen Ningdi (an executive Director) ⁽¹⁾ and his spouse								
– DA Wolf ⁽¹⁾	547,524,297	36.92%	364,215,297	24.55%	547,524,297	32.50%	567,524,297	33.29%
– Mr. Chen	18,147,499	1.22%	499	0.01%	18,147,499	1.08%	18,147,499	1.06%
– Rapid Raise Investment Limited ⁽¹⁾	231,723,465	15.62%	231,723,465	15.62%	231,723,465	13.75%	231,723,465	13.59%
– Ms. Jiang Xinrong, spouse of Mr. Chen	197,400	0.01%	197,400	0.01%	197,400	0.01%	197,400	0.01%
Mr. Ai Kuiyu (an executive Director) and his spouse	6,815,945	0.46%	6,815,945	0.46%	6,815,945	0.40%	6,815,945	0.40%
Mr. Lang Joseph Shie Jay (an executive Director) and his spouse	6,045,948	0.41%	6,045,948	0.41%	6,045,948	0.36%	6,045,948	0.35%
Ms. He Zhiying, an executive Director	6,175,971	0.42%	6,175,971	0.42%	6,175,971	0.37%	6,175,971	0.36%
Mr. Chan Kwan, a non-executive Director	20,925,100	1.41%	20,925,100	1.41%	20,925,100	1.24%	20,925,100	1.23%
Mr. Liu Chun, an independent non-executive Director	4,300,000	0.29%	4,300,000	0.29%	4,300,000	0.26%	4,300,000	0.25%
The Placees	0	0.00%	201,456,000	13.58%	201,456,000	11.96%	201,456,000	11.82%
Other public Shareholders	641,436,764	43.24%	641,436,764	43.24%	641,436,764	38.07%	641,436,764	37.63%
Total	<u>1,483,292,389</u>	<u>100.00%</u>	<u>1,483,292,389</u>	<u>100.00%</u>	<u>1,684,748,389</u>	<u>100.00%</u>	<u>1,704,748,389</u>	<u>100.00%</u>

Notes:

1. As at the date of this announcement, Mr. Chen is interested or deemed to be interested in (i) 547,524,297 Shares directly owned by DA Wolf, of which Mr. Chen is the sole shareholder; (ii) 231,723,465 Shares held by Rapid Raise Investments Limited, the entire issued share capital of which is owned as to approximately 63.4% of the issued share capital by Mr. Chen and approximately 36.6% by Ms. Jiang Xinrong, spouse of Mr. Chen; (iii) 18,147,499 Shares held by Mr. Chen as beneficial owner; and (iv) 197,400 Shares held by Ms. Jiang Xinrong, spouse of Mr. Chen, as beneficial owner.
2. Based on the total number of issued Shares (excluding 66,100,488 treasury shares).
3. Certain percentage figures in the above table are subject to rounding adjustments. Accordingly, figures shown as totals may not be an arithmetic aggregation of the figures preceding them.

Completion of the Placing and the Top-up Subscription is subject to the satisfaction or (if applicable) waiver of the conditions precedent set out in the Placing and Subscription Agreement, and completion of the Specific Mandate Subscription is subject to the satisfaction or (if applicable) waiver of the conditions precedent set out in the Specific Mandate Subscription Agreement. As the completion of the Placing, the Top-up Subscription and the Specific Mandate Subscription may or may not take place, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

GENERAL

The Specific Mandate Subscription is subject to Independent Shareholders' approval. The Specific Mandate Subscription Shares will be allotted and issued under the Specific Mandate to be proposed for approval by the Independent Shareholders by way of an ordinary resolution at the EGM.

The EGM will be convened for the Independent Shareholders to consider, and if thought fit, approve the entering into of the Specific Mandate Subscription Agreement and the transaction contemplated thereunder (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate).

The Independent Board Committee comprising all independent non-executive Directors has been established to advise the Independent Shareholders on the Specific Mandate Subscription Agreement and the transaction contemplated thereunder (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate), and an independent financial adviser will be appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

The circular containing, among other things, (i) further details of the Specific Mandate Subscription Agreement and the transaction contemplated thereunder (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate); (ii) a letter from the Independent Board Committee containing its advice to the Independent Shareholders in respect of the Specific Mandate Subscription Agreement and the connected transaction contemplated thereunder (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate); (iii) a letter from the independent financial adviser containing its advice to the Independent Board Committee and the Independent Shareholders in respect of the Specific Mandate Subscription Agreement and the transaction contemplated thereunder (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate); and (iv) a notice convening the EGM and the relevant proxy form will be despatched to the Shareholders accordingly.

DEFINITIONS

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

“acting in concert”	has the meaning ascribed thereto in the Codes on Takeovers and Mergers and Share Buybacks issued by the Securities and Futures Commission
“AGM”	the annual general meeting of the Company held on 13 September 2024

“associate(s)”	has the meaning ascribed to such term in the Listing Rules
“Board”	the board of Directors
“Business Day”	any day (excluding Saturdays, Sundays and public holidays in Hong Kong) on which licensed banks generally are open for business and the Stock Exchange is open for trading of securities in Hong Kong
“Company”	DL Holdings Group Limited, a company incorporated in the Cayman Islands with limited liability, the issued Shares of which are listed on the Stock Exchange (stock code: 1709)
“connected person(s)”	has the meaning ascribed to it in the Listing Rules
“controlling shareholder”	has the meaning ascribed to it in the Listing Rules
“DA Wolf” or “Subscriber”	DA Wolf Investment I Limited, a controlling shareholder of the Company, which is a company wholly-owned by Mr. Chen
“Director(s)”	the director(s) of the Company
“DL Securities”	DL Securities (HK) Limited, a licensed corporation to carry out Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities under the SFO

“EGM”	the extraordinary general meeting of the Company to be convened and held to consider and, if thought fit, approve the entering into of the Specific Mandate Subscription Agreement and the transaction contemplated thereunder (including the Specific Mandate Subscription and the allotment and issue of the Specific Mandate Subscription Shares pursuant to the Specific Mandate)
“Excluded Event”	(i) any subscription of new Shares by Mr. Chen and/or the Seller and/or the corporations controlled by Mr. Chen and (ii) any issuance of Shares by the Company as consideration
“General Mandate”	the general mandate granted to the Directors to allot, issue and deal with not more than 303,665,270 new Shares by the Shareholders at the AGM
“Group”	the Company and its subsidiaries
“Guotai Junan”	Guotai Junan Securities (Hong Kong) Limited, a licensed corporation to carry out Type 1 (dealing in securities) and Type 4 (advising on securities)
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Independent Board Committee”	an independent committee of the Board comprising all the independent non-executive Directors
“Independent Shareholders”	Shareholder(s) other than those that are required under the Listing Rules to abstain from voting on the resolution(s) to be proposed at the EGM

“Independent Third Party(ies)”	independent third parties who are not connected person(s) of the Company and are independent of and not connected with the Company or Directors, chief executive, or substantial Shareholders of the Company or any of its subsidiaries or their respective associates
“Last Trading Day”	6 August 2025, being the last trading day prior to the signing of the Placing and Subscription Agreement and the Specific Mandate Subscription Agreement
“Listing Committee”	has the meaning ascribed to it under the Listing Rules
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Mr. Chen”	Mr. Chen Ningdi, an executive Director and a controlling shareholder of the Company
“Placee(s)”	any independent professional, institutional, corporate and/or individual investor selected and procured by or on behalf of the Placing Agents to subscribe any of the Placing Shares on the terms and subject to the conditions set out in the Placing and Subscription Agreement
“Placing”	the placing, on a best effort basis, of the Placing Shares pursuant to the terms of the Placing and Subscription Agreement
“Placing Agents”	DL Securities, Guotai Junan and Shenwan Hongyuan
“Placing and Subscription Agreement”	the placing and subscription agreement dated 7 August 2025 entered into between the Company, the Sellers and the Placing Agents in relation to the Placing and the Top-up Subscription

“Placing Completion Date”	means the date of completion of the Placing
“Placing Price”	HK\$2.95 per Placing Share
“Placing Share(s)”	a total of 201,456,000 Shares (of which 183,309,000 Shares beneficially owned by DA Wolf and 18,147,000 Shares beneficially owned by Mr. Chen) to be placed under the Placing
“Placing Transaction Date”	the date when the sale of the Placing Shares shall be reported as a cross-trade to the Stock Exchange which shall be (i) 7 August 2025 or, (ii) if dealings in the Shares on the Stock Exchange are suspended at all times on 7 August 2025, the first day on which dealings resume and the cross-trade can be reported to the Stock Exchange in accordance with its rules, or such other date as the Sellers and the Placing Agents may agree in writing
“PRC”	the People’s Republic of China
“SFO”	the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)
“Sellers”	DA Wolf and Mr. Chen
“Share(s)”	share(s) in the issued share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Shenwan Hongyuan”	Shenwan Hongyuan Securities (H.K.) Limited, a company incorporated in Hong Kong and a corporation licensed to carry out Type 1 (dealing in securities) regulated activities under the SFO

“Specific Mandate”	the specific mandate to be sought from the Shareholders at the EGM and to be granted to the Board for the allotment and issue of the Specific Mandate Subscription Shares
“Specific Mandate Subscription”	the subscription of the Specific Mandate Subscription Shares by the Subscriber pursuant to the terms and conditions of the Specific Mandate Subscription Agreements
“Specific Mandate Subscription Agreement”	the conditional subscription agreement dated 7 August 2025 entered into between the Company as the issuer and the Subscriber as the subscriber in respect of the Specific Mandate Subscription
“Specific Mandate Subscription Price”	HK\$2.95 per Specific Mandate Subscription Share
“Specific Mandate Subscription Shares”	a maximum of 20,000,000 new Shares to be allotted and issued by the Company and subscribed by the Subscriber in accordance with the terms and conditions of the Specific Mandate Subscription Agreement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed to it in the Listing Rules
“substantial shareholders”	has the meaning ascribed to it in the Listing Rules
“Top-up Subscription”	the subscription of the Top-up Subscription Shares by the Sellers pursuant to the Placing and Subscription Agreement
“Top-up Subscription Price”	HK\$2.95 per Top-up Subscription Share

“Top-up Subscription Shares”	an aggregate of 201,456,000 new Shares to be allotted and issued by the Company and subscribed by the Sellers (of which DA Wolf subscribes up to 183,309,000 Shares and Mr. Chen subscribes up to 18,147,000 Shares) under the Placing and Subscription Agreement
“U.S.”	The United States of America
“%”	per cent

By Order of the Board
DL Holdings Group Limited
Chen Ningdi
Chairman, Chief Executive Officer and Executive Director

Hong Kong, 7 August 2025

As at the date of this announcement, the executive Directors are Mr. Chen Ningdi, Mr. Lang Joseph Shie Jay, Mr. Ai Kuiyu and Ms. He Zhiying; the non-executive Directors are Mr. Chan Kwan and Mr. Wang Yiding; and the independent non-executive Directors are Mr. Chang Eric Jackson, Mr. Chen Cheng-Lien (also known as Chen Cheng-Lang and Chen Stanley) and Mr. Liu Chun.