

THIS OFFER DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of the Offer, this Offer Document or the accompanying Form of Acceptance or as to the action to be taken, you should consult a licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in **Universe Printshop Holdings Limited**, you should at once hand this Offer Document and the accompanying Form of Acceptance to the purchaser or transferee or to the licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this Offer Document and the accompanying Form of Acceptance, make no representation as to their accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Offer Document and the accompanying Form of Acceptance.

This Offer Document should be read in conjunction with the accompanying Form of Acceptance, the contents of which form part of the terms and conditions of the Offer.

DIGITAL INTELLIGENCE HOLDINGS LIMITED

(Incorporated in the British Virgin Islands with limited liability)

OFFER DOCUMENT IN RELATION TO UNCONDITIONAL MANDATORY CASH OFFER BY GEO SECURITIES LIMITED FOR AND ON BEHALF OF THE OFFEROR FOR ALL THE ISSUED SHARES IN UNIVERSE PRINTSHOP HOLDINGS LIMITED (OTHER THAN THOSE SHARES ALREADY OWNED AND/OR AGREED TO BE ACQUIRED BY THE OFFEROR, MR. CHEN AND PARTIES ACTING IN CONCERT WITH ANY OF THEM)

Financial adviser to the Offeror

Nuada Limited

Unless the context otherwise requires, capitalised terms used in this Offer Document (including this cover page) have the same meanings as those defined in the section headed "Definitions" in this Offer Document.

A letter from GEO Securities containing, amongst other things, details of the terms and conditions of the Offer is set out on pages 6 to 17 of this Offer Document.

The procedures for acceptance and settlement of the Offer and other related information are set out in Appendix I to this Offer Document and in the accompanying Form of Acceptance. Form of Acceptance should be received by the Registrar, namely Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible and in any event no later than 4:00 p.m. on Wednesday, 22 April 2026 (or such later time and/or date as the Offeror may determine and the Offeror may announce, with the consent of the Executive, in accordance with the Takeovers Code).

Persons including, without limitation, custodians, nominees and trustees who would, or otherwise intend to, forward this Offer Document and/or the accompanying Form of Acceptance to any jurisdiction outside Hong Kong should read the details in this regard which are contained in the paragraph headed "7. Overseas Shareholders" in Appendix I to this Offer Document before taking any action. It is the responsibility of each Overseas Shareholder wishing to accept the Offer to satisfy himself, herself or itself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with other necessary formalities, regulatory and/or legal requirements and the payment of any transfer or other taxes due in respect of such jurisdiction. Overseas Shareholders are advised to seek professional advice on deciding whether or not to accept the Offer.

20 March 2026

CHARACTERISTICS OF GEM

GEM has been positioned as a market designed to accommodate small and mid-sized companies to which a higher investment risk may be attached than other companies listed on the Stock Exchange. Prospective investors should be aware of the potential risks of investing in such companies and should make the decision to invest only after due and careful consideration.

Given that the companies listed on GEM are generally small and mid-sized companies, there is a risk that securities traded on GEM may be more susceptible to high market volatility than securities traded on the Main Board of the Stock Exchange and no assurance is given that there will be a liquid market in the securities traded on GEM.

CONTENTS

	<i>Pages</i>
EXPECTED TIMETABLE	iii
IMPORTANT NOTICE	v
DEFINITIONS	1
LETTER FROM GEO SECURITIES	6
APPENDIX I — FURTHER TERMS AND PROCEDURES FOR ACCEPTANCE OF THE OFFER	I-1
APPENDIX II — GENERAL INFORMATION OF THE OFFEROR	II-1
ACCOMPANYING DOCUMENT — FORM OF ACCEPTANCE	

EXPECTED TIMETABLE

The timetable set out below is indicative only and is subject to change. Any changes to the timetable will be announced by the Offeror. All references to dates and times contained in this Offer Document and the accompanying Form of Acceptance refer to Hong Kong dates and times.

Event	Hong Kong Time and Date 2026
Despatch date of this Offer Document and the accompanying Form of Acceptance (<i>Note 1</i>)	Friday, 20 March
Offer opens for acceptance (<i>Note 1</i>)	Friday, 20 March
Latest date for the posting of the Response Document	Wednesday, 8 April
Latest time and date for acceptance of the Offer (<i>Notes 3, 4 and 6</i>)	4:00 p.m. on Wednesday, 22 April
Closing Date (<i>Notes 3 and 4</i>)	Wednesday, 22 April
Announcement of the results of the Offer, to be posted on the website of the Stock Exchange (<i>Note 3</i>)	no later than 7:00 p.m. on Wednesday, 22 April
Latest date for posting of remittances for the amount due in respect of valid acceptances received under the Offer (<i>Notes 5 and 6</i>)	Monday, 4 May

Notes:

1. The Offer, which is unconditional in all respect, is made on the date of despatch of this Offer Document, and is capable of acceptance on and from that date until 4:00 p.m. on the Closing Date unless the Offeror revises or extends the Offer in accordance with the Takeovers Code. Acceptances of the Offer shall be irrevocable and not capable of being withdrawn, except in the circumstances as set out in the section headed "6. Right of withdrawal" in Appendix I to this Offer Document.

2. In accordance with the Takeovers Code, the Company is required to post the Response Document no later than 14 days after the date of this Offer Document, unless the Executive consents to a later date. Such consent will only be given if the Offeror agrees to extend the Closing Date by the number of days in respect of which the delay in the posting of the Response Document is agreed.

3. In accordance with the Takeovers Code, where the Response Document is posted after the date on which this Offer Document is posted, the Offer must initially be opened for acceptance for at least 28 days after the date of this Offer Document. The latest time and date for acceptance will be at 4:00 p.m. on Wednesday, 22 April 2026 unless the Offeror revises or extends the Offer in accordance with the Takeovers Code. The Offeror will issue an announcement through the websites of the Stock Exchange and the Company no later than 7:00 p.m. on Wednesday, 22 April 2026 stating the results of the Offer and whether the Offer has been extended, revised or expired. In the event that the Offeror decides to extend the Offer, and the announcement regarding the extension of the Offer does not specify the next closing date, at least 14 days' notice by way of an announcement will be given before the Offer is closed to those Independent Shareholders who have not accepted the Offer.

EXPECTED TIMETABLE

4. Beneficial owners of the Shares who hold their Shares in CCASS directly as an investor participant or indirectly via a broker or custodian participant should note the timing requirements (set out in Appendix I to this Offer Document) for causing instructions to be made to CCASS in accordance with the General Rules of HKSCC and HKSCC Operational Procedures.
5. Remittances in respect of the cash consideration (after deducting the seller's ad valorem stamp duty) payable for the Offer Shares tendered under the Offer will be despatched to the Independent Shareholders accepting the Offer by ordinary post at their own risk as soon as possible, but in any event no later than seven (7) Business Days after the date of receipt by the Registrar of the duly completed Forms of Acceptance and all requisite documents to render the acceptance under the Offer complete and valid in accordance with the Takeovers Code.
6. If any severe weather condition is in force in Hong Kong:
 - (a) at any local time before 12:00 noon but no longer in force at 12:00 noon and/or thereafter on the latest date for acceptance of the Offer and the latest date for despatch of remittances for the amounts due under the Offer in respect of valid acceptances, the latest time for acceptance of the Offer will remain at 4:00 p.m. on the same Business Day and the latest date for despatch of remittances will remain on the same Business Day; or
 - (b) at any local time at or after 12:00 noon on the latest date for acceptance of the Offer and the latest date for despatch of remittances for the amounts due under the Offer in respect of valid acceptances, the latest time for acceptance of the Offer will be rescheduled to 4:00 p.m. on the next Business Day and the latest date for despatch of remittances will be rescheduled to the next Business Day which does not have any of those warnings in force at 12:00 noon and/or thereafter (or another Business Day thereafter that does not have any severe weather condition at 12:00 noon or thereafter).

For the purpose of this Offer Document, "severe weather" refers to the scenario where Typhoon Signal No. 8 or above, a Black Rainstorm Warning (as issued by the Hong Kong Observatory), or the "Extreme Conditions" warning (as announced by the Hong Kong Government) is in force in Hong Kong.

Save as mentioned above, if the latest time for acceptance of the Offer do not take effect on the date and time as stated above, the other dates mentioned above may be affected. The Offeror will notify the Independent Shareholders by way of announcement(s) on any change to the expected timetable as soon as practicable.

IMPORTANT NOTICE

NOTICE TO OVERSEAS SHAREHOLDERS

The availability of the Offer to persons who are not residents in Hong Kong may be affected by the applicable laws of the relevant jurisdiction in which they are residents. Overseas Shareholders who are citizens, residents or nationals of a jurisdiction outside Hong Kong should observe any applicable legal or regulatory requirements in their own jurisdictions and, where necessary, seek their own legal advice. 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 and regulations of the relevant jurisdictions in connection with the acceptance of the Offer (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 by such Overseas Shareholders in respect of such jurisdictions).

The Offeror, parties acting in concert with it, Nuada, GEO Securities and (as the case may be) their respective ultimate beneficial owners, directors, officers, agents or associates, professional advisors or any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by the Overseas Shareholders for any taxes they may be required to pay.

Any acceptance of any Overseas Shareholders will be deemed to constitute a representation and warranty from such Overseas Shareholders to the Offeror that the local laws and requirements have been complied with. The Overseas Shareholders should consult their professional advisers if in doubt.

Please refer to the paragraph headed “7. Overseas Shareholders” in Appendix I to this Offer Document for further information.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Offer Document contains forward-looking statements, which may be identified by words such as “believe”, “expect”, “anticipate”, “intend”, “plan”, “seek”, “estimate”, “will”, “would” or words of similar meaning, that involve risks and uncertainties, as well as assumptions. All statements other than statements of historical fact are statements that could be deemed forward-looking statements. The forward-looking statements included herein are made only as at the Latest Practicable Date. Subject to the requirements of the Takeovers Code and other applicable laws and regulations, each of the Offeror and the Company expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in their expectations with regard thereto or any change in events, conditions of circumstances on which any such statement is based.

DEFINITION

In this Offer Document, unless the context otherwise requires, the following terms or expressions shall have the meanings set out below:

“acting in concert”	has the meaning ascribed thereto under the Takeovers Code
“associates”	has the meaning ascribed thereto under the Takeovers Code
“Balance of Consideration”	the sum payable by the Offeror to the Vendors, being HK\$17,893,663.10, by issue of the Promissory Note and such amount shall be repaid on or before the date falling five (5) months after the date of the Sale and Purchase Agreement pursuant to the terms of the Sale and Purchase Agreement and the Promissory Note as more particularly described in the Joint Announcement
“Board”	the board of the Directors
“Business Day(s)”	a day on which the Stock Exchange is open for the transaction of business
“CCASS”	the Central Clearing and Settlement System established and operated by HKSCC
“CCASS Internet System”	the website operated by HKSCC for enabling participants to access CCASS in accordance with the General Rules of HKSCC
“Closing Date”	Wednesday, 22 April 2026, being the closing date of the Offer or any subsequent closing date of the Offer in the event that the Offer is extended or revised in accordance with the Takeovers Code
“Company”	Universe Printshop Holdings Limited, an exempted company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on GEM (stock code: 8448)
“Completion”	completion of the Sale and Purchase Agreement in accordance with its terms and conditions
“Completion Date”	the date of Completion, i.e. 9 February 2026

DEFINITION

“Director(s)”	the director(s) of the Company
“Executive”	the Executive Director of the Corporate Finance Division of the SFC and any delegate of the Executive Director
“Form of Acceptance”	the form of acceptance and transfer of the Offer Shares in respect of the Offer accompanying this Offer Document
“GEM”	GEM operated by the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM of the Stock Exchange
“GEO Securities”	GEO Securities Limited, a company incorporated in Hong Kong which is a licensed corporation permitted to carry out Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the SFO, the agent making the Offer on behalf of the Offeror
“General Rules of HKSCC”	the General Rules of HKSCC as may be amended or modified from time to time and where the context so permits, shall include the HKSCC Operational Procedures
“Group”	the Company and its subsidiaries from time to time
“HKSCC”	Hong Kong Securities Clearing Company Limited
“HKSCC Nominees”	HKSCC Nominees Limited, a wholly-owned subsidiary of HKSCC
“HKSCC Operational Procedures”	the operational procedures of HKSCC, containing the practices, procedures and administrative or other requirements relating to HKSCC’s services and the operations and functions of CCASS or any other platform, facility or system established, operated and/or otherwise provided by or through HKSCC, as from time to time in force
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“Independent Shareholder(s)”	the Shareholder(s), other than the Offeror, Mr. Chen and parties acting in concert with any of them

DEFINITION

“Joint Announcement”	the announcement dated 9 February 2026 jointly issued by the Offeror and the Company in relation to, among others, the Sale and Purchase Agreement and the Offer
“Last Trading Day”	9 February 2026, being the last trading day immediately prior to the release of the Joint Announcement
“Latest Practicable Date”	17 March 2026, being the latest practicable date prior to the printing of this Offer Document for ascertaining certain information contained herein
“Mr. Chen”	Mr. Chen Minghui, who is the sole director and sole shareholder of the Offeror
“Mr. Lam”	Mr. Lam Shing Tai, an executive Director and the chairman of the Board
“Nuada”	Nuada Limited, a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activities under the SFO, being the financial adviser to the Offeror in respect of the Offer
“Offer”	the mandatory unconditional cash offer made by GEO Securities for and on behalf of the Offeror to acquire all the Offer Shares (other than those already owned or agreed to be acquired by the Offeror, Mr. Chen and parties acting in concert with any of them)
“Offer Document”	this offer document issued by the Offeror (accompanied by the Form of Acceptance) in relation to the Offer in accordance with the Takeovers Code and GEM Listing Rules
“Offer Price”	the price at which the Offer is made, being HK\$0.35 per Offer Share
“Offer Share(s)”	any and all of the issued Share(s), other than those Shares already owned by or agreed to be acquired by the Offeror, Mr. Chen and parties acting in concert with any of them

DEFINITION

“Offeror”	Digital Intelligence Holdings Limited, a company incorporated in the British Virgin Islands, which is wholly and beneficially owned by Mr. Chen as at the Latest Practicable Date
“Overseas Shareholder(s)”	the Independent Shareholder(s) whose address(es), as shown on the register of members of the Company, is/are outside Hong Kong
“PRC”	the People’s Republic of China
“Promissory Note”	the promissory note dated 9 February 2026 in the total principal sum of HK\$17,893,663.10 executed and issued on Completion by the Offeror in favour of the Vendors regarding the Offeror’s obligation to pay the Balance of Consideration
“Response Document”	the response document in respect of the Offer to be issued by the Company in accordance with the Takeovers Code and GEM Listing Rules
“Registrar”	Tricor Investor Services Limited, the Hong Kong branch share registrar and transfer office of the Company at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong
“Relevant Period”	the period commencing on 9 August 2025, being the date falling six months immediately preceding the commencement of the offer period (as defined under the Takeovers Code), up to and including the Latest Practicable Date
“Sale and Purchase Agreement”	the sale and purchase agreement dated 9 February 2026 and entered into between the Offeror (as purchaser) and the Vendors (as vendors) in relation to the sale and purchase of the Sale Shares
“Sale Shares”	an aggregate of 65,410,466 Shares acquired by the Offeror from the Vendor pursuant to the Sale and Purchase Agreement
“SFC”	the Securities and Futures Commission of Hong Kong
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)

DEFINITION

“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the issued Share(s)
“Share Pledge”	the share pledge agreement dated 9 February 2026 executed by the Offeror in favour of the Vendors in respect to the pledge of the Sale Shares as security for the repayment of Promissory Note together with all costs and expenses properly incurred in creating, preserving or enforcing (if applicable) the security created
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	The Hong Kong Code on Takeovers and Mergers
“Vendor A” or “New Metro”	New Metro Inc., a company incorporated in the British Virgin Islands with limited liability and is beneficially owned as to 85% by Mr. Lam (the chairman of the Board and an executive Director), 10% by Ms. Li Shuang (an executive Director) and 5% by Mr. Kao Jung (an executive Director), which was the beneficial owner of 59,335,826 Sale Shares immediately before the Completion
“Vendor B” or “Mr. Hsu”	Mr. Hsu Ching Loi, who was the beneficial owner of 4,420,000 Sale Shares immediately before the Completion
“Vendor C” or “Mr. Chau”	Mr. Chau Man Keung, who was the beneficial owner of 1,654,640 Sale Shares immediately before the Completion
“Vendors”	Vendor A, Vendor B and Vendor C
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent

* For identification purpose only



20 March 2026

To the Independent Shareholders,

Dear Sir or Madam,

**UNCONDITIONAL MANDATORY CASH OFFER BY
GEO SECURITIES LIMITED
FOR AND ON BEHALF OF THE OFFEROR
FOR ALL THE ISSUED SHARES IN
UNIVERSE PRINTSHOP HOLDINGS LIMITED
(OTHER THAN THOSE SHARES ALREADY OWNED AND/OR
AGREED TO BE ACQUIRED BY THE OFFERER, MR. CHEN AND
PARTIES ACTING IN CONCERT WITH ANY OF THEM)**

INTRODUCTION

Reference is made to the Joint Announcement in relation to, among other things, the Sale and Purchase Agreement and the Offer.

On 9 February 2026 (after trading hours), the Offeror (as purchaser) and the Vendors (as vendors) entered into the Sale and Purchase Agreement, pursuant to which the Vendors conditionally agreed to sell, and the Offeror conditionally agreed to acquire, the full legal and beneficial title and interest in the Sale Shares (being an aggregate of 65,410,466 Shares), representing approximately 65.54% of the total issued share capital of the Company as at the Latest Practicable Date, at a total consideration of HK\$22,893,663.10, which is equivalent to HK\$0.35 per Sale Share. As all the conditions precedent to the Sale and Purchase Agreement had been fulfilled, Completion took place on the Completion Date, being 9 February 2026.

Immediately prior to Completion, none of the Offeror, Mr. Chen and parties acting in concert with any of them (other than the Vendors) owned or controlled in any Shares and other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company. Immediately upon Completion and as at the Latest Practicable Date, the Offeror, Mr. Chen and parties acting in concert with any of them own or control 65,410,466 Shares, representing approximately 65.54% of the total issued share capital of the Company.

LETTER FROM GEO SECURITIES

Pursuant to Rule 26.1 of the Takeovers Code and upon Completion, the Offeror is therefore 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, Mr. Chen and the parties acting in concert with any of them).

This letter forms part of this Offer Document and sets out, among others, details of the Offer, information of the Offeror, and the Offeror's intention in relation to the Group. Further details on the terms and procedures for acceptance and settlement of the Offer are set out in Appendix I to this Offer Document and the accompanying Form of Acceptance.

THE SALE AND PURCHASE AGREEMENT

Pursuant to the Sale and Purchase Agreement, on Completion, the Offeror has executed and deliver to the Vendors (or such person(s) as the Vendors may nominate) the Promissory Note in the principal amount of the Balance of Consideration.

The principal terms of the Promissory Note are set out below:

Issuer:	the Offeror
Principal amount:	HK\$17,893,663.10
Interest:	interest-free
Maturity:	9 July 2026, being the date falling five (5) months after the date of the Sale and Purchase Agreement
Early redemption:	the Offeror may at any time before the maturity date of the Promissory Note prepay all or any part of the principal amount of the Promissory Note, provided that any prepayment is made to the Vendors in proportions to the amount of Balance of Consideration payable to the Vendors
Security:	the Share Pledge
Transferability:	No Holder may assign, transfer, novate, charge, declare a trust over or otherwise dispose of any of its rights under the Promissory Note or any amount payable thereunder, whether in whole or in part

Pursuant to the Sale and Purchase Agreement, on the date of the Sale and Purchase Agreement, the Offeror has executed the Share Pledge in favour of the Vendors in respect of the Sale Shares, pursuant to which the Sale Shares have been pledged to the Vendors as security until the Offeror has repaid the Promissory Note in full. The Share Pledge has taken effect on Completion.

LETTER FROM GEO SECURITIES

Save as the consideration payable by the Offeror to the Vendors under the Sale and Purchase Agreement and the Share Pledge, there is no other consideration, compensation or benefits in whatever form provided or to be provided by the Offeror, Mr. Chen and parties acting in concert with any of them (other than the Vendors) to the Vendors, their respective ultimate beneficial owners (where applicable) and parties acting in concert with any of them.

Both the Deposit and the Balance of Consideration will be financed by the internal cash resources of the Offeror, none of which is provided by or borrowed from other parties.

As at the Latest Practicable Date, part of the consideration of HK\$5,000,000 was paid by the Offeror to the Vendors in cash pursuant to the Sale and Purchase Agreement. Due to the deferral in payments of the Balance of Consideration, as described above, the Vendors are presumed to be acting in concert with the Offeror under class (9) of the definition of "acting in concert" under the Takeovers Code until full repayment of the Promissory Note by the Offeror.

The principal terms of the Share Pledge are summarised below:

Date: 9 February 2026 (after trading hours)

Parties:

- (a) The Offeror, as pledgor;
- (b) Vendor A, as one of the pledgees;
- (c) Vendor B, as one of the pledgees; and
- (d) Vendor C, as one of the pledgees.

Pursuant to the Share Pledge, in consideration to the Vendors agreeing to the deferral in payments of the Balance of Consideration under the Sale and Purchase Agreement, with effect from the Completion Date, as continuing security for the due and punctual payment and discharge of the present and future payment obligations of the Offeror to the Vendors in respect of the Balance of Consideration, the Offeror, as legal and beneficial owner, pledges and agrees to maintain in favour of the Vendors (among themselves in the same proportions as the respective amounts of the Balance of Consideration owed to them) all of its right, title and interest from time to time in and to the Sale Shares, free from any encumbrance other than the security created under the Share Pledge.

Unless and until enforcement action is taken in accordance with the Share Pledge, the Offeror shall be entitled to exercise all voting rights and other shareholder rights attaching to the Sale Shares at its sole discretion, subject only to the restriction expressly set out in the Sale and Purchase Agreement and the Share Pledge, i.e., the Offeror shall not, without the prior written consent of the Vendors, approve or vote for any shareholder resolutions of the Company regarding any capital/constitutional changes or dilutive actions that would materially prejudice the value of the Sale Shares. Save for the above, there are no other restrictions under the Sale and Purchase Agreement and the Share Pledge.

LETTER FROM GEO SECURITIES

Upon full and irrevocable repayment by the Offeror of the aggregate principal amount of the Promissory Note, and discharge of all other payment obligations of the Offeror to the Vendors (i.e. all costs and expenses including legal fees properly incurred by the Vendors in creating, preserving or enforcing (if applicable) the security created by the Share Pledge) then due and payable, the security created by the Share Pledge shall automatically be released.

In the event that the Offeror fails to pay the Balance of Consideration and full repayment of such amount, being the principal amount of the Promissory Note, on the maturity of the Promissory Note, being the date falling five (5) months after the date of the Sale and Purchase Agreement and the Vendors elects to exercise their right under the Share Pledge to take beneficial ownership of the Sale Shares, the Vendors may trigger an obligation to make a mandatory general offer to the Shareholders for all the issued Shares (other than those already owned by the Vendors, their respective ultimate beneficial owners (where applicable) and parties acting in concert with any of them) pursuant to Rule 26.1 of the Takeovers Code.

For details of the Sale and Purchase Agreement, please refer to the Joint Announcement.

THE UNCONDITIONAL MANDATORY CASH OFFER

The Offer

GEO Securities, for and on behalf of the Offeror, is making the Offer pursuant to Rule 26.1 of the Takeovers Code on the following basis:

For each Offer Share HK\$0.35 in cash

The Offer Price of HK\$0.35 per Offer Share is the same as the price per Sale Share payable by the Offeror under the Sale and Purchase Agreement.

The Offer is extended to all Independent Shareholders. The Offer Shares to be acquired under the Offer shall be fully paid and free from all encumbrances and together with all rights and benefits attaching to them as at the date of this Offer Document or subsequently becoming attached to them, including but not limited to the right to receive all dividends, distributions and any return of capital, if any, which may be paid, made or declared or agreed to be made or paid thereon or in respect thereof on or after the date on which the Offer is made, being the date of this Offer Document.

The Offer is unconditional in all respects when made.

If, after the date of despatch of this Offer Document, any dividend, distribution and/or return of capital is announced, declared, made and/or paid in respect of the Shares, the Offeror will reduce the Offer Price by an amount equal to the gross amount of such dividend, distribution and/or return of capital paid or made by the Company to such Independent Shareholders who accept or have accepted the Offer. Accordingly, unless otherwise specified or the context otherwise requires, any reference in this Offer Document or any other announcement in relation to the Offer to the Offer Price will be deemed to be a reference to the Offer Price as so reduced. The Company confirms that as at the Latest Practicable Date, (i) it has not declared any dividend, the record date of which

LETTER FROM GEO SECURITIES

falls before the Latest Practicable Date and which is not paid; (ii) it has not declared any dividend, the record date of which falls on or after the Latest Practicable Date; and (iii) it does not have any intention to make, declare or pay any future dividend/make other distributions until after the close of the Offer.

As at the Latest Practicable Date, there is no outstanding options granted under the share option scheme of the Company adopted under the written resolutions of shareholders passed on 26 February 2018. As at the Latest Practicable Date, save for the aforesaid share option scheme, the Company does not have any share scheme, outstanding options, warrants or derivatives which are convertible or exchangeable into Shares, and has not entered into any agreement for the issue of such options, derivatives, warrants or securities which are convertible or exchangeable into Shares.

The procedures for acceptance and further details of the Offer are set out in Appendix I to this Offer Document and the accompanying Form of Acceptance.

Comparison of value

The Offer Price of HK\$0.35 per Offer Share represents:

- (i) a discount of approximately 76.51% to the closing price of HK\$1.490 per Share as quoted on the Stock Exchange on the Latest Practicable Date;
- (ii) a discount of approximately 28.57% to the closing price of HK\$0.490 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (iii) a discount of approximately 28.13% to the average of the closing prices of the Shares as quoted on the Stock Exchange for the 5 consecutive trading days up to and including the Last Trading Day of approximately HK\$0.487 per Share;
- (iv) a discount of approximately 22.39% to the average of the closing prices of the Shares as quoted on the Stock Exchange for the 10 consecutive trading days up to and including the Last Trading Day of approximately HK\$0.451 per Share;
- (v) a discount of approximately 18.60% to the average of the closing prices of the Shares as quoted on the Stock Exchange for the 30 consecutive trading days up to and including the Last Trading Day of approximately HK\$0.430 per Share;
- (vi) a premium of approximately 348.7% over the audited consolidated net asset value per Share as at 31 March 2025 of approximately HK\$0.078 with reference to the audited consolidated net asset value of the Group of approximately HK\$7,738,000 as at 31 March 2025 and 99,800,000 Shares in issue as at the Latest Practicable Date; and
- (vii) a premium of approximately 212.5% over the unaudited consolidated net asset value per Share as at 30 September 2025 of approximately HK\$0.112 with reference to the unaudited consolidated net asset value of the Group of approximately HK\$11,175,000 as at 30 September 2025 and 99,800,000 Shares in issue as at the Latest Practicable Date.

LETTER FROM GEO SECURITIES

Highest and lowest prices of the Shares

During the Relevant Period, (i) the highest closing price per Share as quoted on the Stock Exchange was HK\$1.510 on 10 March 2026; and (ii) the lowest closing price per Share as quoted on the Stock Exchange was HK\$0.174 on 12 August 2025.

Value of the Offer

34,389,534 Shares will be subject to the Offer. Assuming there is no change in the issued share capital of the Company from the date of the Joint Announcement and up to the close of the Offer, on the basis of the Offer Price of HK\$0.35 per Offer Share, the Offer is valued at HK\$12,036,336.90.

Confirmation of financial resources

The maximum payment obligations payable by the Offeror for the Offer would be HK\$12,036,336.90 based on (i) the Offer Price of HK\$0.35 per Offer Share; and (ii) full acceptance of 34,389,534 Offer Shares under the Offer; and (iii) full acceptance of the Offer. The Offeror intends to finance the consideration payable under the Offer by its internal cash resources, none of which is provided by or borrowed from other parties.

Nuada, being the financial adviser to the Offeror in respect of the Offer, is satisfied that there are sufficient financial resources available to the Offeror to satisfy the maximum payment obligations upon full acceptances of the Offer.

Effect of accepting the Offer

By accepting the Offer, the relevant Shareholders will sell their Shares to the Offeror free from all liens, claims, charges, encumbrances, rights of pre-emption and any third party rights of any nature and together with all rights attached to them, including but not limited to the right to receive all dividends and distributions declared, made or paid, if any, on or after the date the Offer is made, being the date of despatch of the Offer Document.

The Offer is unconditional in all respects and will remain open for acceptance from the date of this Offer Document until 4:00 p.m. on the Closing Date unless the Offeror revises or extends the Offer in accordance with the Takeovers Code. Acceptance of the Offer will be irrevocable and not capable of being withdrawn, except as permitted under the Takeovers Code, details of which are set out in the paragraph headed "6. Right of withdrawal" in Appendix I to this Offer Document.

Stamp duty

Seller's ad valorem stamp duty payable by the Shareholders who accept the Offer and calculated at a rate of 0.10% of (i) the market value of the Shares; or (ii) the consideration payable by the Offeror in respect of the relevant acceptances of the Offer, whichever is higher, will be deducted from the amount payable by the Offeror to such person on acceptance of the Offer.

LETTER FROM GEO SECURITIES

The Offeror will arrange for payment of the seller's ad valorem stamp duty on behalf of the Shareholders who accept the Offer and will pay the buyer's ad valorem stamp duty in connection with the acceptance of the Offer and the transfer of the Offer Shares in accordance with the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).

Settlement

Settlement of the considerations for the Offer Shares will be made in cash as soon as possible but in any event no later than seven (7) Business Days after the date on which the relevant documents of title are received by or on behalf of the Offeror (or its agent) to render each such acceptance complete and valid. No fractions of a cent will be payable and the amount of the consideration payable to an Independent Shareholder who accepts the Offer will be rounded up to the nearest cent.

Taxation advice

Independent 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 it, Nuada, GEO Securities and (as the case may be) their respective ultimate beneficial owners, directors, officers, agents or associates, professional advisors or any other person involved in the Offer accepts responsibility for any taxation effects on, or liabilities of, any persons as a result of their acceptance or rejection of the Offer.

Overseas Shareholders

The availability of the Offer to persons who are not residents in Hong Kong may be affected by the applicable laws of the relevant jurisdiction in which they are residents. Overseas Shareholders who are citizens, residents or nationals of a jurisdiction outside Hong Kong should observe any applicable legal or regulatory requirements in their own jurisdictions and, where necessary, seek their own legal advice. 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 and regulations of the relevant jurisdictions in connection with the acceptance of the Offer (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 by such Overseas Shareholders in respect of such jurisdictions).

The Offeror, parties acting in concert with it, Nuada, GEO Securities and (as the case may be) their respective ultimate beneficial owners, directors, officers, agents or associates, professional advisors or any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by the Overseas Shareholders for any taxes they may be required to pay.

Any acceptance of any Overseas Shareholders will be deemed to constitute a representation and warranty from such Overseas Shareholders to the Offeror that the local laws and requirements have been complied with. The Overseas Shareholders should consult their professional advisers if in doubt.

Based on the register of members of the Company provided by the Registrar as at the Latest Practicable Date, there is no Overseas Shareholder. Please refer to the paragraph headed "7. Overseas Shareholders" in Appendix I to this Offer Document for further information.

LETTER FROM GEO SECURITIES

SHAREHOLDING STRUCTURE OF THE COMPANY

As at the Latest Practicable Date, the authorised share capital of the Company is HK\$200,000,000 divided into 20,000,000,000 ordinary shares, and there are 99,800,000 in issue. The Company does not have any outstanding options, warrants or derivatives or convertible rights affecting the Shares.

The following table sets out the shareholding structure of the Company (i) immediately before Completion; and (ii) immediately following Completion and as at the Latest Practicable Date:

	Immediately before Completion		Immediately after Completion and as at the Latest Practicable Date	
	<i>Number of Shares</i>	<i>Approximate percentage of total issued Shares (%)</i>	<i>Number of Shares</i>	<i>Approximate percentage of total issued Shares (%)</i>
The Offeror, Mr. Chen and parties acting in concert with any of them				
The Offeror (<i>Note 1</i>)	–	–	65,410,466	65.54
The Vendors (<i>Notes 1, 2 & 3</i>)				
New Metro	59,335,826	59.45	–	–
Mr. Chau	1,654,640	1.66	–	–
Mr. Hsu	4,420,000	4.43	–	–
Sub-total	65,410,466	65.54	65,410,466	65.54
Public Shareholders	34,389,534	34.46	34,389,534	34.46
Total	99,800,000	100.00	99,800,000	100.00

Note:

1. Since the Balance of Consideration will be settled after Completion, the Vendors are presumed to be acting in concert with the Offeror under class (9) of the definition of “acting in concert” under the Takeovers Code until full repayment of the Promissory Note by the Offeror.
2. New Metro is beneficially owned as to 85% by Mr. Lam, 10% by Ms. Li Shuang (an executive Director) and 5% by Mr. Kao Jung (an executive Director). Under the SFO, Mr. Lam is deemed to be interested in the 59,335,826 Shares which New Metro beneficially holds.

LETTER FROM GEO SECURITIES

3. New Metro, Mr. Lam, Mr. Chau and Mr. Hsu (collectively the “**Concerted Controlling Shareholders**”), entered into a deed of acting in concert undertaking dated 4 April 2022 (the “**Deed of Acting in Concert Undertaking**”) around the time of the mandatory unconditional cash offer by New Metro to acquire all the issued Shares (other than those already owned and/or agreed to be acquired by New Metro and parties acting in concert with it) in 2022. Pursuant to the Deed of Acting in Concert Undertaking, each of New Metro, Mr. Lam, Mr. Chau and Mr. Hsu is deemed to be interested in the Shares held by the others. The Concerted Controlling Shareholders are each interested in 65,410,466 Shares. For details on the background of the Deed of Acting in Concert Undertaking, please refer to the announcement dated 6 April 2022, the composite document dated 27 April 2022 and announcement dated 20 May 2022 jointly issued by the Company and New Metro.

INFORMATION ON THE OFFEROR

The Offeror is incorporated in the British Virgin Islands on 13 January 2026 with limited liability, and is an investment holding company for the sole purpose of making the Offer and holding the Shares. The Offeror is wholly and beneficially owned by Mr. Chen. The sole director of the Offeror is Mr. Chen.

Mr. Chen, aged 60, holds a college diploma in Economic Management from Jiangxi Economic Management Cadre College, which he completed in July 2005, and also completed executive business management training at China Europe International Business School in 2001. He is a seasoned entrepreneur who has founded and led multiple enterprises across diverse sectors in the PRC. Mr. Chen founded 江西飛環包裝有限公司 (Jiangxi Feihuan Packaging Co., Ltd.*) in 1988, which is an adhesive tape and packaging enterprise, and served as its general manager until 1999. In 1999, he pivoted to the digital economy by establishing 北京國彩諮詢有限公司 (Beijing Guocai Consulting Co., Ltd.*), where he served as General Manager until 2006. In 2007, he joined 亞博科技控股有限公司 (Yabo Technology Holdings Limited*), and remained as the chief operation officer until 2012. In 2008, he founded 名品世家酒業連鎖股份有限公司 (MingpinShijia Wine Chain Co., Ltd.*), a comprehensive wine franchise chain, where he currently serves as its chairman. Notwithstanding that Mr. Chen’s background and experience may not directly correlate with the Company’s principal business, Mr. Chen has management experience, network and business connections in the PRC. By means of leveraging his extensive expertise in business operations, Mr. Chen intends to explore new industry sectors through strategic investments. Therefore, Mr. Chen considers that the acquisition of the Sale Shares presents a compelling investment opportunity.

LETTER FROM GEO SECURITIES

INTENTION OF THE OFFEROR IN RELATION TO THE GROUP

It is the Offeror's intention to further consolidate its interest in the Company pursuant to the Offer. The Offeror and Mr. Chen have no intention to introduce major changes to the existing business of the Group, including any redeployment of fixed assets other than those in its ordinary course of business. The intention of the Offeror and Mr. Chen is that the Company's existing principal activities will be maintained, and at the same time after completion of the Offer, the Offeror and Mr. Chen will assist the Company in reviewing its business and operations and seek for new investment opportunities. Any acquisition or disposal of the assets or business of the Group, if any, will be in compliance with the GEM Listing Rules and the Takeovers Code. As at the Latest Practicable Date, no investment or business opportunity had been identified nor had the Offeror entered into any agreement, arrangement, understanding or negotiation in relation to (i) the injection of any assets or business into the Group; or (ii) the disposal of any assets or business of the Group.

Save for the proposed change(s) to the composition of the Board as mentioned below, the Offeror and Mr. Chen 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. As at the Latest Practicable Date, the Offeror and Mr. Chen have no intention to (i) discontinue the employment of any employees of the Group; (ii) redeploy the fixed assets or any other assets of the Company other than those in its ordinary and usual course of business; or (iii) dispose of any assets of the Company.

PROPOSED CHANGES TO THE COMPOSITION OF THE BOARD

As at the Latest Practicable Date, the executive Directors are Mr. Lam, Ms. Li Shuang, Mr. Kao Jung, Mr. Li Zhenwu and Mr. Wong Chun Kwok and the independent non-executive Directors are Mr. Lau Jing Yeung William, Mr. Ho Kar Ming and Ms. So Shuk Wan.

The Offeror intends that the following Directors shall remain in office and continue to perform their respective roles and responsibilities for at least 24 months after the date of the Sale and Purchase Agreement:

- (i) Mr. Wong Chun Kwok (currently serving as executive Director), who shall remain in such role; and
- (ii) Mr. Lau Jing Yeung William (currently serving as independent non-executive Director and chairman of the Company's audit committee), who shall remain in such roles.

The Offeror also intends to nominate new Directors to the Board with effect from the time permitted under the Takeovers Code and any such appointment will be made in compliance with the Takeovers Code and the GEM Listing Rules. As at the Latest Practicable Date, the Offeror has not decided on the candidates to be nominated. Further announcement(s) will be made by the Company regarding changes in the Board composition as and when appropriate. Any changes to the members of the Board will be made in compliance with the Takeovers Code and the GEM Listing Rules.

LETTER FROM GEO SECURITIES

PUBLIC FLOAT AND MAINTAINING THE GEM LISTING STATUS OF THE COMPANY

Pursuant to the GEM Listing Rules, the Stock Exchange has stated that:

(a) if, at the close of the Offer, the Stock Exchange believes that:

- a false market exists or may exist in the trading of the Shares; or
- an orderly market does not exist or may not exist;

it will consider exercising its discretion to suspend dealings in the Shares; and

(b) if, at the close of the Offer, the Company has a Significant Public Float Shortfall (as defined in Rule 17.37F of the GEM Listing Rules), then:

- the Stock Exchange will add a designated marker to the stock name of the listed Shares; and
- the Stock Exchange will cancel the listing of the Shares if the Company fails to re-comply with Rule 17.37B of the GEM Listing Rules for a continuous period of 12 months from the commencement of the Significant Public Float Shortfall.

The Offeror intends the Company to remain listed on the Stock Exchange following the close of the Offer. The sole director of the Offeror and the Directors have undertaken, and the new Director(s) to be nominated by the Offeror and appointed as Director(s) at the close of the Offer will jointly and severally undertake to the Stock Exchange that if, at the close of the Offer, the Company fails to comply with the requirement of Rule 17.37B of the GEM Listing Rules, they will take appropriate steps to ensure the Company's compliance with Rule 17.37B at the earliest possible moment.

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 Company will make an application to the Stock Exchange for a temporary waiver from strict compliance with Rule 17.37B of the GEM Listing Rules in case less than 25% of the issued share capital of the Company will be held by the public upon the close of the Offer. Appropriate steps will be taken to ensure public float will be restored as soon as possible after the close of the Offer. The steps that the Offeror may take include but not limited to placing down or selling sufficient number of accepted Shares it acquired from the Offer to selected independent third parties or in the market. No arrangements had been confirmed as at the Latest Practicable Date.

Further announcement(s) regarding the restoration of public float will be made by the Company as and when appropriate.

LETTER FROM GEO SECURITIES

ACCEPTANCE AND SETTLEMENT OF THE OFFER

Your attention is drawn to the details regarding the procedures for acceptance and settlement of the Offer as set out in Appendix I to this Offer Document and the accompanying Form of Acceptance.

COMPULSORY ACQUISITION

The Offeror does not intend to avail itself of any powers of compulsory acquisition of any outstanding Offer Shares after the Closing Date.

GENERAL

To ensure equality of treatment of all Independent Shareholders, those Independent Shareholders who hold the Shares as nominee for more than one beneficial owner should, as far as practicable, treat the holding of each beneficial owner separately. In order for the beneficial owners of the Shares, whose investments are registered in nominee names, to accept the Offer, it is essential that they provide instructions to their nominees of their intentions with regard to the Offer.

All documents and remittances will be sent to the Independent Shareholders by ordinary post at their own risk. These documents and remittances will be sent to them at their respective addresses as they appear in the register of members, or, in case of joint holders to the Independent Shareholder whose name appears first in the said register of members. None of the Offeror, parties acting in concert with it, Nuada, GEO Securities and (as the case may be) their respective ultimate beneficial owners, directors, officers, agents or associates, professional advisors or any other person involved in the Offer will be responsible for any loss or delay in transmission of such documents and remittances or any other liabilities that may arise as a result thereof.

ADDITIONAL INFORMATION

Your attention is drawn to the additional information regarding the Offer set out in the appendices to this Offer Document and the accompanying Form of Acceptance, which form part of this Offer Document.

You are also reminded to read carefully the Response Document to be issued by the Company, which will include, among others, the views of the Board and the independent board committee of the Company on the Offer and other information contained in the letter from the Board and letter from the independent board committee of the Company, and the letter of advice from the independent financial adviser appointed by the Company in relation to the Offer, before deciding whether or not to accept the Offer.

In considering what action to take in connection with the Offer, you should consider your own tax or financial position and if you are in any doubt, you should consult your professional advisers.

Yours faithfully,
For and on behalf of
GEO Securities Limited
Yung Lik Hang
Executive Director

1. GENERAL PROCEDURES FOR ACCEPTANCE OF THE OFFER

- (a) To accept the Offer, you should complete and sign the accompanying Form of Acceptance in accordance with the instructions printed thereon, which instructions form part of the terms of the Offer.
- (b) If the share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of your Shares is/are in your name, and you wish to accept the Offer, you must send the duly completed and signed Form of Acceptance together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of the number of Shares for which you intend to accept the Offer, by post or by hand, to the Registrar, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong in an envelope marked "Universe Printshop Holdings Limited – Offer" as soon as possible but in any event so as to reach the Registrar by no later than 4:00 p.m. on the Closing Date unless the Offeror revises or extends the Offer in accordance with the Takeovers Code.
- (c) If the share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of your Shares is/are in the name of a nominee company or a name other than your own, and you wish to accept the Offer in respect of your Shares, you must either:
 - (i) lodge your share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) with the nominee company, or other nominee, with instructions authorising it to accept the Offer on your behalf and requesting it to deliver the duly completed and signed Form of Acceptance together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) to the Registrar, no later than 4:00 p.m. on the Closing Date or such later time and/or date as the Offeror may determine and announce, with the consent of the Executive, in accordance with the Takeovers Code; or

- (ii) arrange for the Shares to be registered in your name by the Company through the Registrar, and send the duly completed and signed Form of Acceptance together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) to the Registrar, no later than 4:00 p.m. on the Closing Date or such later time and/or date as the Offeror may determine and announce, with the consent of the Executive, in accordance with the Takeovers Code; or
- (iii) if your Shares have been lodged with your licensed securities dealer/registered institution in securities/custodian bank through CCASS, instruct your licensed securities dealer/registered institution in securities/custodian bank to authorise HKSCC Nominees to accept the Offer on your behalf on or before the deadline set by HKSCC Nominees (which is normally one Business Day before the latest date on which acceptances of the Offer must be received by the Registrar). In order to meet the deadline set by HKSCC Nominees, you should check with your licensed securities dealer/registered institution in securities/custodian bank for the timing on processing of your instruction, and submit your instruction to your licensed securities dealer/registered institution in securities/custodian bank as required by them; or
- (iv) if your Shares have been lodged with your investor participant's account maintained with CCASS, give your instruction via the CCASS Internet System on or before the deadline set by HKSCC Nominees (which is normally one Business Day before the latest date on which acceptances of the Offer must be received by the Registrar). In order to meet the deadline set by HKSCC Nominees, you should check with your licensed securities dealer/registered institution in securities/custodian bank for the timing on the processing of your instruction, and submit your instruction to your licensed securities dealer/registered institution in securities/custodian bank as required by them.

- (d) If the share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of your Share(s) is/are not readily available and/or is/are lost, as the case may be, and you wish to accept the Offer in respect of your Share(s), the Form of Acceptance should nevertheless be completed, signed and delivered to the Registrar together with a letter stating that you have lost one or more of your share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of your Shares or that it/they is/are not readily available. If you find such document(s) or if it/they become(s) available, the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of your Shares should be forwarded to the Registrar as soon as possible thereafter. If you have lost your share certificate(s), you should also write to the Registrar for a letter of indemnity which, when completed and signed in accordance with the instructions given, should be returned to the Registrar. The Offeror shall have the absolute discretion to decide whether any Share(s) in respect of which the share certificate(s) and/or transfer receipt(s) and/or any other document(s) or evidence of title is/are not readily available and/or is/are lost will be taken up by the Offeror.
- (e) If you have lodged transfer(s) of any of your Share(s) for registration in your name and have not yet received your share certificate(s), and you wish to accept the Offer in respect of your Share(s), you should nevertheless complete and sign the Form of Acceptance and deliver it to the Registrar together with the transfer receipt(s) duly signed by yourself. Such action will be deemed to be an irrevocable authority to GEO Securities and/or the Offeror and/or their respective agent(s) to collect from the Company or the Registrar on your behalf the relevant share certificate(s) when issued and to deliver such certificate(s) to the Registrar on your behalf and to authorise and instruct the Registrar to hold such share certificate(s), subject to the terms and conditions of the Offer, as if it was/they were delivered to the Registrar together with the Form of Acceptance.

- (f) Acceptance of the Offer will be treated as valid only if the completed and signed Form of Acceptance is received by the Registrar, no later than 4:00 p.m. on the Closing Date or such later time and/or date as the Offeror may determine and announce, with the consent of the Executive, in accordance with the Takeovers Code and the Registrar has recorded that the acceptance and the relevant document(s) as required under this paragraph have been so received, and is:
- (i) accompanied by the relevant share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) and, if the share certificate(s) and/or transfer receipt(s) is/are not in your name, such other document(s) (e.g. a duly stamped transfer of the relevant Share(s) in blank or in favour of the acceptor executed by the registered holder) in order to establish your right to become the registered holder of the relevant Share(s); or
 - (ii) from a registered Shareholder or his/her personal representative (but only up to the amount of the registered holding and only to the extent that the acceptance relates to Share(s) which are not taken into account under another sub-paragraph of this paragraph (e)); or
 - (iii) certified by the Registrar or the Stock Exchange.
- (g) If the Form of Acceptance is executed by a person other than the registered Shareholder, appropriate documentary evidence of authority to the satisfaction of the Registrar must be produced.
- (h) In Hong Kong, the seller's ad valorem stamp duty payable by the relevant Independent Shareholders in connection with the acceptance of the Offer at the rate of 0.1% of (i) the market value of the Offer Shares; or (ii) the 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 by the Offeror to such Independent Shareholders on acceptance of the Offer. The Offeror will arrange for payment of the seller's ad valorem stamp duty on behalf of the relevant Independent Shareholders accepting the Offer and will pay the buyer's ad valorem stamp duty in connection with the acceptances of the Offer and the transfer of the Offer Shares in accordance with the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).
- (i) No acknowledgement of receipt of any Form of Acceptance, share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of your Share(s) will be given.

2. SETTLEMENT OF THE OFFER

- (a) Provided that a valid Form of Acceptance and the relevant certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of the relevant Shares are complete and in good order in all respects and have been received by the Registrar before the close of the Offer, a cheque for the amount (rounding up to the nearest cent) due to each of the Independent Shareholders who accepts the Offer less seller's ad valorem stamp duty in respect of the Shares tendered by him/her/it under the Offer will be despatched to such Independent Shareholder by ordinary post at his/her/its own risk as soon as possible but in any event no later than seven (7) Business Days after the date of receipt by the Registrar of the duly completed acceptances of the Offer and all relevant documents of title which render such acceptance complete, valid and in compliance with Note 1 to Rule 30.2 of the Takeovers Code.
- (b) Settlement of the consideration to which any accepting Independent Shareholder is entitled under the Offer will be implemented in full in accordance with the terms of the Offer (save with respect to the payment of seller's ad valorem stamp duty), without regard to any lien, right of set-off, counterclaim or other analogous right to which the Offeror may otherwise be, or claim to be, entitled against such accepting Independent Shareholder.
- (c) Cheque(s) not presented for payment within six months from the date of issue of the relevant cheques will not be honoured and be of no further effect, and in such circumstances cheque holders should contact the Offeror for payment.

3. ACCEPTANCE PERIOD AND REVISIONS

- (a) In order to be valid for the Offer, the Form of Acceptance must be received by the Registrar in accordance with the instructions printed thereon by 4:00 p.m. on the Closing Date, unless the Offer is extended or revised with the consent of the Executive.
- (b) The Offeror will publish an announcement on the Stock Exchange's website no later than 7:00 p.m. on the Closing Date stating the results of the Offer and whether the Offer has been extended, revised or has expired.
- (c) If the Offer is extended or revised, the Offeror will publish an announcement on the Stock Exchange's website, and the announcement of such extension or revision will state the next closing date or that the Offer will remain open until further notice. In the latter case, at least fourteen (14) days' notice in writing will be given before the Offer is closed to the Independent Shareholders who have not accepted the Offer.

- (d) If, in the course of the Offer, the Offeror revises the terms of the Offer, all Independent Shareholders, whether or not they have already accepted the Offer, will be entitled to accept the revised Offer under the revised terms. The revised Offer will be kept open for at least fourteen (14) days after the date of the revised Offer document.
- (e) If the Closing Date is extended, any reference in this Offer Document and in the Form of Acceptance to the Closing Date shall, except where the context otherwise requires, be deemed to refer to the closing date of the Offer as so extended.

4. NOMINEE REGISTRATION

To ensure equality of treatment of all Independent Shareholders, those registered Independent Shareholders who hold Shares as nominees on behalf of more than one beneficial owner should, as far as practicable, treat the holding of such beneficial owner separately. It is essential for the beneficial owners of the Shares whose investments are registered in the names of nominees to provide instructions to their nominees of their intentions with regard to the Offer.

5. ANNOUNCEMENTS

- (a) By 6:00 p.m. (or such later time as the Executive may in exceptional circumstances permit) on the Closing Date, the Offeror must inform the Executive and the Stock Exchange of its decision in relation to the revision, extension or expiry of the Offer. The Offeror must post an announcement in accordance with the requirements of the GEM Listing Rules on the Stock Exchange's website by 7:00 p.m. on the Closing Date stating, amongst other information required under Rule 19.1 of the Takeovers Code, whether the Offer has been revised, extended, or has expired. The announcement will state the total number of Shares and rights over Shares:
 - (i) for which acceptances of the Offer have been received;
 - (ii) held, controlled or directed by the Offeror and the parties acting in concert with it before the Offer Period; and
 - (iii) acquired or agreed to be acquired by the Offeror and parties acting in concert with it during the Offer Period.

The announcement must also include details of any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company which the Offeror or any the Offeror and parties acting in concert with it has borrowed or lent, save for any borrowed securities which have been either on-lent or sold and the percentages of the relevant classes of share capital of the Company and the percentages of voting rights of the Company represented by these numbers.

- (b) In computing the total number of Shares represented by acceptances as of the Closing Date, only valid acceptances that are in all respects complete, in good order and fulfill the acceptance conditions set out in this Appendix, and which have been received by the Registrar no later than 4:00 p.m. on the Closing Date, unless the Offer is extended or revised with the consent of the Executive, shall be included.
- (c) As required under the Takeovers Code, all announcements in relation to the Offer will be made in accordance with the requirements of the Takeovers Code and the GEM Listing Rules, where appropriate.

6. RIGHT OF WITHDRAWAL

- (a) Acceptance of the Offer tendered by the Independent Shareholders shall be irrevocable and cannot be withdrawn, except in the circumstances set out in the sub paragraph (b) below.
- (b) In the circumstances set out in Rule 19.2 of the Takeovers Code (which is to the effect that if the Offeror is unable to comply with any of the requirements of making announcements relating to the Offer as described under the paragraph headed "5. Announcements" above), the Executive may require that acceptors of the Offer be granted a right of withdrawal, on terms acceptable to the Executive, until such requirements can be met.

In such case, when the Independent Shareholders withdraw their acceptance(s), the Offeror shall, as soon as possible but in any event no later than seven (7) Business Days after the Offer is withdrawn, return by ordinary post the share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) lodged with the Form of Acceptance to the relevant Independent Shareholders at their own risks.

7. OVERSEAS SHAREHOLDERS

The availability of the Offer to persons who are not residents in Hong Kong may be affected by the applicable laws of the relevant jurisdiction in which they are residents. Overseas Shareholders who are citizens, residents or nationals of a jurisdiction outside Hong Kong should observe any applicable legal or regulatory requirements in their own jurisdictions and, where necessary, seek their own legal advice. 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 and regulations of the relevant jurisdictions in connection with the acceptance of the Offer (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 by such Overseas Shareholders in respect of such jurisdictions).

The Offeror, parties acting in concert with it, Nuada, GEO Securities and (as the case may be) their respective ultimate beneficial owners, directors, officers, agents or associates, professional advisors or any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by the Overseas Shareholders for any taxes they may be required to pay.

Any acceptance of any Overseas Shareholders will be deemed to constitute a representation and warranty from such Overseas Shareholders to the Offeror that the local laws and requirements have been complied with. The Overseas Shareholders should consult their professional advisers if in doubt.

8. TAXATION ADVICE

Independent 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 it, Nuada, GEO Securities and (as the case may be) their respective ultimate beneficial owners, directors, officers, agents or associates, professional advisors or any other person involved in the Offer accepts responsibility for any taxation effects on, or liabilities of, any persons as a result of their acceptance or rejection of the Offer.

9. GENERAL

- (a) All communications, notices, Form(s) of Acceptance, share certificate(s), transfer receipt(s), other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) and remittances to settle the consideration payable under the Offer to be delivered by or sent to or from the Independent Shareholders will be delivered by or sent to or from them, or their designated agents, by ordinary post at their own risk, and none of the Offeror, parties acting in concert with it, Nuada, GEO Securities and (as the case may be) their respective ultimate beneficial owners, directors, officers, agents or associates, professional advisors or any other person involved in the Offer accept any liability for any loss in postage, delay in transmission or any other liabilities that may arise as a result thereof.
- (b) The provisions set out in the Form of Acceptance form part of the terms and conditions of the Offer.
- (c) The accidental omission to despatch this Offer Document and/or Form of Acceptance or any of them to any person to whom the Offer is made will not invalidate the Offer in any way.
- (d) The Offer is, and all acceptances will be, governed by and construed in accordance with the laws of Hong Kong.

- (e) Due execution of the Form of Acceptance will constitute an authority to the Offeror, GEO Securities and/or such person or persons as the Offeror may direct to complete, amend and execute any document on behalf of the person or persons accepting the Offer and to do any other act that may be necessary or expedient for the purposes of vesting in the Offeror, or such person or persons as they may direct, the Shares in respect of which such person or persons has/have accepted the Offer.
- (f) Acceptance of the Offer by any person or persons will be deemed to constitute a representation and warranty by such person or persons to the Offeror and GEO Securities that the Offer Shares are sold to the Offeror free from all encumbrances together with all rights attached thereto, including but not limited to all rights to any dividend or other distribution declared, made or paid on or after the date on which the Offer is made, being the date of despatch of this Offer Document. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees will give, or be subject to, any of the above representation and warranty.
- (g) Acceptance of the Offer by any nominee will be deemed to constitute a warranty by such nominee to the Offeror that the number of Shares in respect of which as indicated in the Form of Acceptance is the aggregate number of Shares held by such nominee for such beneficial owner who is accepting the Offer.
- (h) References to the Offer in this Offer Document and in the Form of Acceptance shall include any extension and/or revision thereof.
- (i) Unless otherwise expressly stated in this Offer Document and/or the Form of Acceptance, no person other than the Offeror and the accepting Independent Shareholders may enforce any terms of the Offer that will arise out of complete and valid acceptances under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).
- (j) Reference to the Offer in this Offer Document and in the Form of Acceptance shall include any extension and/or revision thereof.
- (k) All acceptance, instructions, authorities and undertakings given by the Independent Shareholders in the Form of Acceptance shall be irrevocable except as permitted under the Takeovers Code.
- (l) The English texts of this Offer Document and the accompanying Form of Acceptance shall prevail over their respective Chinese texts, in case of any inconsistency.

- (m) In making their decisions, the Independent Shareholders must rely on their own examination of the Offeror, the Group and the terms of the Offer, including the merits and risks involved. The contents of this Offer Document, including any general advice or recommendation contained herein together with the Form of Acceptance, shall not be construed as any legal or business advice on the part of the Offeror, parties acting in concert with it, Nuada, GEO Securities and (as the case may be) their respective ultimate beneficial owners, directors, officers, agents or associates, professional advisors or any other person involved in the Offer. The Independent Shareholders should consult their own professional advisers for professional advice.
- (n) The Offer is made in accordance with the Takeovers Code.

1. RESPONSIBILITY STATEMENT

The sole director of the Offeror accepts full responsibility for the accuracy of information contained in this Offer Document and confirms, having made all reasonable enquiries, that to the best of his knowledge, opinions expressed in this Offer Document have been arrived at after due and careful consideration and there are no other facts not contained in this Offer Document, the omission of which would make any statement in this Offer Document misleading.

2. DISCLOSURES OF INTERESTS AND DEALINGS IN SECURITIES OF THE COMPANY

As at the Latest Practicable Date, the Offeror, Mr. Chen and the parties acting in concert with any one of them are interested in 65,410,466 Shares, representing 65.54% of the total issued share capital of the Company. As at the Latest Practicable Date, save as disclosed above, the Offeror, Mr. Chen and the parties acting in concert with any one of them did not own, control or have direction over any Shares or other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company.

The Offeror confirms that, as at the Latest Practicable Date:

- (a) save for a total of 65,410,466 Shares, none of the Offeror, Mr. Chen and/or parties acting in concert with any of them owns or has control or direction over any voting rights or rights over the Shares, options, derivatives, warrants or other securities convertible into Shares;
- (b) none of the Offeror, Mr. Chen and parties acting in concert with any of them has borrowed or lent any relevant securities (as defined under Note 4 to Rule 22 of the Takeovers Code) of the Company;
- (c) none of the Offeror, Mr. Chen and parties acting in concert with any of them has received any irrevocable commitment(s) to accept or reject the Offer;
- (d) there is no outstanding derivative in respect of securities in the Company which is owned, controlled or directed by, or has been entered into by the Offeror, Mr. Chen and/or parties acting in concert with any of them;

- (e) save for the Sale and Purchase Agreement and the Share Pledge, the Offeror, Mr. Chen and parties acting in concert with any of them or any associates of the Offeror have not entered into any arrangement of the kind referred to in Note 8 to Rule 22 of the Takeovers Code with any person;
- (f) since the Offer are unconditional in all respects, there is no agreement or arrangement to which the Offeror, Mr. Chen and/or any of the parties acting in concert with any of them is a party which relates to circumstances in which it may or may not invoke or seek to invoke a precondition or a condition to the Offer;
- (g) save for the acquisition of the Sale Shares under the Sale and Purchase Agreement, none of the Offeror, Mr. Chen and parties acting in concert with any of them had dealt in any Shares, convertible securities, warrants or options of the Company or any derivatives in respect of relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company during the Relevant Period.
- (h) there is and will not be any agreement, arrangement or understanding that any securities to be acquired in pursuance of the Offer would be transferred, charged or pledged to any other persons;
- (i) save for the Sale and Purchase Agreement and the Share Pledge, there is no agreement, arrangement or understanding (including any compensation arrangement) between the Offeror, Mr. Chen or any person acting in concert with any of them (including but not limited to Mr. Lam, Ms. Li Shuang and Mr. Kao Jung in their capacity as the ultimate beneficial owners of Vendor A) and any of the Directors (including but not limited to Mr. Lam, Ms. Li Shuang and Mr. Kao Jung in their capacity as the executive Directors), recent directors of the Company, Shareholders or recent shareholders of the Company having any connection with or dependence upon the Offer;
- (j) no benefit (other than statutory compensation) will be given to any Director as compensation for loss of office or otherwise in connection with the Offer;
- (k) apart from the consideration payable by the Offeror under the Sale and Purchase Agreement, there is no other consideration, compensation or benefits in whatever form paid or to be paid by the Offeror, Mr. Chen or any parties acting in concert with any of them (other than the Vendors) to the Vendors, their respective ultimate beneficial owners (where applicable) and any party acting in concert with any of them (other than the Offeror) in connection with the sale and purchase of the Sale Shares under the Sale and Purchase Agreement;

- (l) save for the Sale and Purchase Agreement and the Share Pledge, there is no understanding, arrangement, agreement or special deal (as defined under Rule 25 of the Takeovers Code) between the Offeror, Mr. Chen and/or parties acting in concert with any of them (other than the Vendors) on one hand, and the Vendors, their respective ultimate beneficial owners (if applicable) and parties acting in concert with any of them (other than the Offeror) on the other hand; and
- (m) save for the Sale and Purchase Agreement and the Share Pledge, there is no understanding, arrangement or agreement or special deal (as defined under Rule 25 of the Takeover Code) between (1) any Shareholder; and (2) the Offeror, Mr. Chen and parties acting in concert with any of them.

3. MARKET PRICES

The table below shows the closing price of the Ordinary Shares as quoted on the Stock Exchange on (i) the last day on which trading took place in each of the calendar months during the Relevant Period; (ii) the Last Trading Day; and (iii) the Latest Practicable Date:

Date	Closing price per Share (HK\$)
29 August 2025	0.202
30 September 2025	0.57
31 October 2025	0.49
28 November 2025	0.48
31 December 2025	0.435
30 January 2026	0.415
9 February 2026 (the Last Trading Day)	0.49
27 February 2026	1.30
17 March 2026 (the Latest Practicable Date)	1.49

During the Relevant Period, (i) the highest closing price per Share as quoted on the Stock Exchange was HK\$1.510 on 10 March 2026; and (ii) the lowest closing price per Share as quoted on the Stock Exchange was HK\$0.174 on 12 August 2025.

4. EXPERTS AND CONSENTS

The following are the name and qualifications of the expert which has given advice which are contained in this Offer Document:

Name	Qualification
GEO Securities	a licensed corporation to carry out type 1 (dealing in securities), type 4 (advising on securities) and type 9 (asset management) regulated activities under the SFO
Nuada	a licensed corporation to carry out type 6 (advising on corporate finance) regulated activities under the SFO

Each of the above experts has given and has not withdrawn its written consent to the issue of this Offer Document with the inclusion of its opinion, letters, reports or advice and references to its name included herein in the form and context in which it appears.

5. MISCELLANEOUS

- (a) The Offeror is a company incorporated in the British Virgin Islands with limited liability on 13 January 2026.
- (b) The registered office of the Offeror is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.
- (c) The Offeror's correspondence address in Hong Kong is Unit 1021, Beverley Commercial Centre, 87-105 Cha Tham Road South, Tsim Sha Tsui, Kowloon.
- (d) Mr. Chen is the sole shareholder of the Offeror, the sole director of the Offeror and the principal member of the Offeror's concert group.
- (e) The main business address of GEO Securities is Room A, 24/F., Standard Chartered Bank Building, 4-4A Des Voeux Road Central, Central, Hong Kong.
- (f) The main business address of Nuada is Unit 7, 10/F, Hing Yip Commercial Centre, 272-284 Des Voeux Road Central, Sheung Wan, Hong Kong.

6. DOCUMENTS ON DISPLAY

Copies of the following documents are available on display (i) on the website of the Company (<http://www.uprintshop.com>) and (ii) on the website of the SFC (www.sfc.hk) from the date of this Offer Document up to and including the Closing Date:

- (a) the memorandum of association and articles of association of the Offeror;
- (b) the letter from GEO Securities, the text of which is set out on pages 6 to 17 of this Offer Document;
- (c) the written consent as referred to in the paragraph headed "4. Experts and Consents" in this Appendix; and
- (d) this Offer Document and the accompanying Form of Acceptance.