[Execution Version]

**LIA INVESTMENT LIMITED**

**AND**

**QIANSHAN ASIA BUYOUT FUND, L.P.**

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# CONSORTIUM AGREEMENT

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## CONTENTS

**THIS CONSORTIUM AGREEMENT** (this "**Agreement**") is dated 9 July 2026 and is made

**BETWEEN**:

(1) **Lia Investment Limited**, a company incorporated in the BVI with limited liability whose Registration Number is 2100100 (the "**Offeror**"); and

(2) **Qianshan Asia Buyout Fund, L.P.**, an exempted limited partnership in the Cayman Islands (the "**Purchaser B**").

**RECITALS**:

(A) On or about the date hereof, the Parties as purchasers have entered into the Sale and Purchase Agreement with certain vendors in relation to the sale and purchase of 256,617,964 Shares (the "**Share Purchase**"). Specifically, the Share Purchase contemplated under the Sale and Purchase Agreement was as follows:

   (i) the Offeror agreed to purchase 244,964,000 Shares, representing approximately 48.81% of the total issued share capital of the Company as at the date of this Agreement, from certain vendors for a cash consideration of HK$183,037,100.80; and

   (ii) the Purchaser B agreed to purchase 81,912,000 Shares, representing approximately 16.32% of the total issued share capital of the Company as at the date of this Agreement, from certain vendors for a cash consideration of HK$61,204,646.40.

(B) Pursuant to the Takeovers Code, the Offeror is required to extend the Offer to the holders of each Share (other than those Shares already owned by and/or agreed to be acquired by the Offeror and parties acting in concert with it).

**THE PARTIES AGREE** as follows:

1. **INTERPRETATION**

1.1 In this Agreement (including the Recitals), unless the context requires otherwise:

"**Affiliate**" means, in relation to a person, any other person which, directly or indirectly, controls, is controlled by or is under the common control of the first mentioned person, where "**control**" for the purpose of this definition means the power to direct the management or policies of such company, whether through the ownership of more than 50% of the voting power of such company, through the power to appoint a majority of the members of the board of directors or similar governing body of such company, through contractual arrangements or otherwise, and references to "**controlled**" or "**controlling**" shall be construed accordingly.

"**Announcement**" means the joint announcement to be published by the Offeror and the Company pursuant to Rule 3.5 of the Takeovers Code in respect of the Offer, substantially in the form set out in Exhibit 1 to this Agreement (subject to such changes as may be requested by the Executive and/or the Stock Exchange and/or agreed by the Offeror and the Company).

"**Applicable Laws**" means with respect to any person, any laws, rules, regulations, guidelines, directives, treaties, judgments, decrees, orders or notices of any Authority that are applicable to such person.

"**Approvals**" means licences, approvals, permits, consents, permissions, clearances and registrations required by any Authority.

"**Authority**" means any relevant government, administrative or regulatory body, or court, tribunal, arbitrator or governmental agency or authority or department (including any relevant securities exchange) and whether supranational, national, regional or local (including, without limitation, the SFC and the Stock Exchange).

"**Board**" means the board of directors of the Company.

"**Business Day**" means a day (other than a Saturday or Sunday or statutory public holiday) on which the Stock Exchange is open for the transaction of business and on which the banks are open for business in Hong Kong, the Cayman Islands and the PRC.

"**Company**" means World-Link Logistics (Asia) Holding Limited, a company incorporated under the laws of the Cayman Islands with limited liability, whose Shares are listed on the Main Board of the Stock Exchange (Stock Code: 6083) as at the date of this Agreement.

"**Composite Document**" has the meaning given to it in the Announcement.

"**Defaulting Party**" has the meaning given to it in Clause 3.1.

"**Disclosing Party**" has the meaning given to it in Clause 9.3.

"**Encumbrance**" means any lien, pledge, encumbrance, charge (fixed or floating), mortgage, third-party claim, debenture, option, right of pre-emption, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or other security interests of any kind securing any obligation of any person or any agreement or arrangement having a similar effect.

"**Evaluation Material**" has the meaning given to it in Clause 9.3.

"**Executive**" means the executive director of the Corporate Finance Division of the SFC, or any delegate of the executive director.

"**Get Nice**" means Get Nice Securities Limited, a corporation licensed by the SFC to carry out Type 1 (dealing in securities), Type 4 (advising on securities), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities under the SFO, being the agent making the Offer for and on behalf of the Offeror and the loan facility provider to the Offeror in respect of the Offer.

"**Group Company**" means the Company or any of its subsidiaries.

"**HK$**" means Hong Kong dollars, the lawful currency of Hong Kong.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC.

"**Indemnitee**" has the meaning given in Clause 3.1 and "**Indemnitees**" shall be constructed accordingly.

**"Listing Rules"** means the Rules Governing the Listing of Securities on the Stock Exchange.

**"Offer"** means the mandatory unconditional cash offer to be made by Get Nice for and on behalf of the Offeror to acquire all the issued Shares (other than those already owned or agreed to be acquired by the Offeror and the parties acting in concert with it) pursuant to Rule 26.1 of the Takeovers Code.

**"Offer Period"** has the meaning given to it in the Announcement.

**"Offeror"** has the meaning given to it in the Preamble.

**"Parties"** means the named parties in this Agreement and **"Party"** means any one of them.

**"PRC"** means the People's Republic of China, but for the purpose of this Agreement, excluding Hong Kong, Macau Special Administrative Region and Taiwan.

**"Proposal"** has the meaning given to it in Recital (A).

**"Purchaser B"** has the meaning given to it in the Preamble.

**"Receiving Party"** has the meaning given to it in Clause 9.3.

**"Representatives"** means in relation to any person, such person's directors, officers, employees, advisers, financiers or agents.

**"Sale and Purchase Agreement"** means the sale and purchase agreement dated on or about the date hereof between the Parties as purchasers and certain vendors in relation to the sale and purchase of 256,617,964 Shares.

**"SFC"** means the Securities and Futures Commission of Hong Kong.

**"SFO"** means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

**"Share Purchase"** has the meaning given to it in Recital (A).

**"Shares"** means the ordinary shares in the share capital of the Company.

**"Stock Exchange"** means The Stock Exchange of Hong Kong Limited.

**"Takeovers Code"** means, at any relevant time, the Hong Kong Code on Takeovers and Mergers in force at that time.

**"Transactions"** means the Share Purchase and the Offer collectively.

**"Transaction Documents"** means, together, this Agreement, the Sale and Purchase Agreement and any other document designated as such by the Offeror.

**"Transaction Information"** has the meaning given to it in Clause 9.5.

1.2 In this Agreement, unless otherwise specified:

(a) references to Clauses, Exhibits and Schedules are to clauses in, exhibits to and schedule to this Agreement;

(b) use of any gender includes the other genders and use of the singular includes the plural and vice versa unless the context requires otherwise;

(c) references to a "**person**" shall be construed so as to include any individual, firm, company, corporation, other body corporate, unincorporated association, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

(d) words and expressions defined in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) shall bear the same respective meanings when used in this Agreement;

(e) a reference to any party to this Agreement or any other agreement or document includes the party's legal personal representatives, successors and permitted assigns. For the avoidance of doubt, in the event of a merger of any of the Parties, the surviving entity of such Party shall be deemed to be the successor of such Party;

(f) the *ejusdem generis* principle of construction shall not apply to this Agreement. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts;

(g) references in this Agreement to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and any orders, regulations, instruments or other subordinate legislation made from time to time under the statute concerned;

(h) any reference to a "**day**" (including within the phrase "**Business Day**") shall mean a period of 24 hours running from midnight to midnight;

(i) references to times are to Hong Kong time;

(j) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

(k) where content requires, references to "**acting in concert**" and "**control**" are to be construed in accordance with the Takeovers Code.

1.3 The headings and titles are inserted for convenience only and shall not affect the construction of this Agreement.

1.4 The Exhibits and the Schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Exhibits and the Schedules.

## 2. TRANSACTIONS

2.1 Each of the Parties agrees to participate in the Transactions on the terms set forth in this Agreement.

2.2 Each of the Parties hereby agrees and acknowledges that, following completion of the Share Purchase, the Offeror shall act as the sole offeror for the purposes of making and extending the Offer to the holders of the Shares (other than those Shares already owned by and/or agreed to be acquired by the Offeror and parties acting in concert with it) of the Company in compliance with Rule 26.1 of the Takeovers Code.

2.3 Purchaser B hereby irrevocably agrees, undertakes, and covenants that it shall not assume, undertake, or otherwise hold itself out as the offeror or a joint offeror under the Takeovers Code in connection with the Offer.

2.4 Each of the Parties agrees that the Offeror shall assume the leading role and have all powers and authorities in the conduct and implementation of the Transactions in consultation with the Purchaser B to the extent appropriate, including, without limitation, in respect of any decision as to the timing for announcing the Transactions, the terms, conditions and structure of the Transactions, any proposed waiver of any condition precedent under the Sale and Purchase Agreement, obtaining any Approvals, the preparation of the Composite Document and any other Transaction Documents (to the extent that it is a party), and any other actions as may be required under the Takeovers Code, the Listing Rules and/or Applicable Laws or as the Offeror considered necessary or desirable to effect the Transactions. For the avoidance of doubt, Offeror shall not be liable to the Purchaser B for any action taken or decision made by it in accordance with this Clause 2.4 irrespective of whether Purchaser B's opinion is adopted or implemented by the Offeror.

2.5 The Purchaser B shall use all reasonable endeavours to do (or procure to be done), and assist and co-operate with the Offeror in connection with conduct and implementation of the Transactions.

2.6 The Purchaser B hereby irrevocably agrees, undertakes, and covenants that it shall exercise all voting rights it has in relation to the Group Companies to procure and ensure that the board of directors and the legal representative (where applicable) of the Group Companies shall be nominated, appointed or removed by the Offeror or its representative(s). The Parties also acknowledge and agree that the Offeror shall have the sole right to control and direct the management and operation of the Group Companies upon completion of the Share Transfer.

## 3. INDEMNITY

3.1 Each Party (the "**Defaulting Party**") undertakes to, on demand, indemnify the other Party, their respective Affiliates and Representatives (the "**Indemnitees**") against any loss, cost, liability, claim, damage or expenses (including any tax liabilities) which any of the Indemnitees may incur or suffer as a result of:

(a) any default by the Defaulting Party in the performance of any of the obligations expressed to be assumed by it in this Agreement and for the avoidance of doubt, default by the Defaulting Party shall include any breach of representations or warranties given under this Agreement, non-fulfilment of the obligations to discharge its obligation of contribution as set out in this Agreement, and any non-fulfilment or breach of any covenant, undertaking or agreement hereunder by the Defaulting Party;

(b) any dealing in the securities of the Company; or

(c) any non-compliance of the Applicable Laws which include the Takeovers Code and the Listing Rules.

3.2 The Defaulting Party shall not be liable for a claim under this Clause 3 unless the other Parties have notified the Defaulting Party in writing or properly commenced and validly served a claim on the Defaulting Party on or before the expiration of the applicable statute of limitations for such claim.

## 4. WARRANTIES

4.1 Each Party represents and warrants to each of the other Parties that:

(a) it is duly incorporated or established under the laws of its respective jurisdiction of incorporation and has been validly existing since incorporation;

(b) save as disclosed in the Announcement, it has the requisite power and authority and has obtained or satisfied all corporate and regulatory Approvals necessary to execute and deliver this Agreement and the other Transaction Documents (to the extent that it is a party) and exercise its rights and perform its obligations under this Agreement and the other Transaction Documents (to the extent that it is a party) in accordance with its terms;

(c) its obligations under this Agreement and each other Transaction Documents (to the extent that it is a party) in connection with the Transactions constitutes, or will when executed constitute, valid, legal and binding obligations on it enforceable in accordance with their respective terms;

(d) the execution, delivery and performance of this Agreement and the other Transaction Documents (to the extent that it is a party) by such Party, the consummation, making, implementation and completion of the Transactions will not (i) violate any provision of its constitutional documents or any other organisation or governance document; or (ii) contravene or result in a contravention of the laws or regulations of any jurisdiction to which it is subject in respect of the Transactions;

(e) (only applicable to the Purchaser B) any information provided to the Offeror in connection with the Transactions is true, complete and accurate in all material respects and not misleading;

(f) save as disclosed in the Announcement, neither it nor any person acting in concert with it is interested in any other securities of the Company or has any right to subscribe, purchase or otherwise acquire any Shares or other securities in the Company; and

(g) save as disclosed in the Announcement, it has not, and none of the parties acting in concert with it has, purchased any Share within the six (6) months prior to the date of the Announcement (or such other earlier announcement by the Offeror or the Company in relation to the Offer).

4.2 Each Party undertakes to each other Party that, upon it becoming aware, between the date of this Agreement and immediately prior to the commencement of the Offer Period, of any fact, matter or circumstance, which it is aware is or may constitute a breach of, or be inconsistent with, any relevant warranty that it has given pursuant to this Clause as at the date of this Agreement and/or would constitute a breach if they were repeated immediately prior to the commencement of the Offer Period by reference to the facts and circumstances then subsisting, it will disclose in writing such fact, matter or circumstance to the other Party as soon as possible.

## 5. IRREVOCABLE UNDERTAKINGS

5.1 The Purchaser B irrevocably undertakes that it shall not and shall procure that none of its Affiliates or parties acting in concert with it shall, at any time before the commencement of the Offer Period, and other than in connection with the Share Transfer:

(a) sell, transfer, redeem, repay, charge, encumber, create or grant any option or lien over or otherwise dispose of (or permit any such action to occur in respect of) all or any of the interest in the Purchaser B;

(b) except with the prior written consent of the Offeror, purchase, acquire, subscribe for, or otherwise deal in any Shares or other securities of the Company or any interest therein;

(c) make any offer to acquire the whole or any part of the issued share capital of the Company nor permit any company it directly or indirectly controls to make such an offer;

(d) except to the extent required under the Takeovers Code, the Listing Rules or any Applicable Laws, take any action or make any statement which may have the effect of disrupting or otherwise causing the Transactions not to become effective, or which is prejudicial to the success of the Offer; or

(e) enter into any discussion, negotiation or arrangement or incur any obligation to do all or any of the acts referred to in Clauses 5.1(a) to 5.1(d) or make available any information to any person (other than the Offeror) in connection with the foregoing, and for the avoidance of doubt, references in this Clause 5.1(e) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not legally binding or subject to any condition, or which is to take effect upon or following closing or lapsing of the Offer.

## 6. INFORMATION SHARING AND APPROVALS

6.1 Each of the Parties shall cooperate and proceed in good faith to implement the Transactions (including without limitation, the preparation of the Composite Document, and respond to any enquiries that the SFC and the Stock Exchange may have) with each other and the advisers of each other.

6.2 Subject to Clause 6.3, in connection with the Transactions, each of the Parties shall:

(a) procure compliance with any information delivery or other obligations to which it is subject under the Takeovers Code, the Listing Rules or other Applicable Laws and shall not, and shall direct his/its Representatives not to, take any action or omit to take any action which shall result in breach of any such obligations;

(b) provide each other with all information reasonably required concerning it or any other matter relating to it in connection with the Transactions, including any information for inclusion in the Announcement, the Composite Document or any other disclosures as may be required under the Takeovers Code, the SFO, the Listing Rules or any other Applicable Laws;

(c) provide reasonable assistance and timely response to enquiries from the SFC, the Stock Exchange and other regulators;

(d) participate in meetings and negotiations with each other; and

(e) execute any confidentiality agreements and comply with the confidentiality obligations thereunder as may be reasonably required and agreed by each other.

6.3 For the avoidance of doubt, none of the Parties is required to make available to any other Parties, any of its internal investment committee materials or analyses or any information which it considers to be commercially sensitive or which is otherwise held subject to an obligation of confidentiality, unless as may be required under the Takeovers Code, the SFO, the Listing Rules or any other Applicable Laws.

6.4 Each Party shall use commercially reasonable efforts to cooperate and coordinate with the other Parties in the preparation of all filings, notifications or submissions, correspondence and communications (as applicable) to any relevant Authority in connection with the obtaining of all applicable Approvals to implement the Transactions.

## 7. TRANSACTION COSTS

7.1 The working scope and engagement terms of any advisers in connection with the Transactions shall be determined by the Offeror.

7.2 Subject to Clause 7.1, Each Party agrees to bear its own costs incurred in connection with the Transactions respectively.

## 8. TERMINATION

8.1 Unless otherwise expressly provided hereunder and subject to Clause 8.2, the rights and obligations of the Parties pursuant to this Agreement shall terminate upon the earliest of: (i) the date on which the Offer is withdrawn or lapses in accordance with the Takeovers Code and the terms of the Transactions; (ii) when the Transactions are consummated in accordance with the terms of this Agreement; or (iii) such other date as the Parties may otherwise mutually agree in writing (but without prejudice to any accrued rights or liabilities arising prior to such termination).

8.2 Upon termination of this Agreement pursuant to Clause 8.1, Clause 3 (*Indemnity*), Clause 7 (*Transaction Costs*), this Clause 8 (*Termination*), Clause 9 (*Announcement* *and Confidentiality*) and Clauses 12 (*Governing Law and Dispute Resolution*) to 21 (*Third Party Rights*) inclusive shall continue to bind the Parties.

## 9. ANNOUNCEMENT AND CONFIDENTIALITY

9.1 No announcements (including the Announcement), press releases, public statements, or other communications regarding the subject matter of this Agreement, involvement in the consortium, or the Transactions shall be issued by any Party without the prior written consent of the other Party, unless the announcement is required by Applicable Laws, by legal process or by a governmental or regulatory authority (including, without limitation, the SFC and the Stock Exchange), in which case the Party required to make the announcement must, to the extent permitted by Applicable Laws and to the extent reasonably practicable, consult with the other Party and take into account their reasonable requirements as to its timing, content and manner of making or despatch. If the Party required to make the announcement is unable to consult with the other Party before the announcement is made, it must inform the other Party of the circumstances, timing, content and manner of making of the announcement immediately after such announcement is made.

9.2 Each Party agrees:

(a) subject to the provisions in Clause 9.1 above, to the issue of the Announcement, the Composite Document and any other announcements in relation to the Scheme with references to it and/or its associates, its interests in the Company and the material terms of this Agreement;

(b) to comply with any disclosure obligations in relation to its dealings or interest in the securities of the Company in accordance with the Takeovers Code and the SFO; and

(c) that this Agreement being made available on display or for inspection during the offer period for the Offer.

9.3 Each Party agrees to keep confidential and to use only for the purpose of evaluating, pursuing and implementing the Transactions all information that the other Party (the "**Disclosing Party**") furnishes or otherwise makes available to the first-mentioned party (the "**Receiving Party**"), including any technical, scientific, trade secret or other proprietary information of the Disclosing Party with which the Receiving Party or any of its Affiliates or Representatives may come into contact in the course of its investigation, and whether oral, written or electronic (collectively, the "**Evaluation Material**"). "**Evaluation Material**" does not include information that (i) was already available to the Receiving Party without a duty of confidentiality to the applicable Disclosing Party prior to the disclosure by such Disclosing Party; (ii) is or becomes available to a Receiving Party or any of its Affiliates or Representatives on a non-confidential basis from a source other than the applicable Disclosing Party; (iii) is or becomes generally available to the public (other than as a result of a breach by the Receiving Party or any of its Affiliates or Representatives of its obligations under this Clause); or (iv) is independently developed by the Receiving Party or any of its Affiliates or Representatives without the use of any Evaluation Material.

9.4 During the term of this Agreement, the Receiving Party may disclose Evaluation Material:

(a) to its Representatives in the normal course of the performance of their duties; or

(b) to any provider or prospective provider of debt or equity financing in connection with the Transactions and the transactions contemplated in this Agreement and their respective Representatives;

provided that such disclosure pursuant to Clauses 9.4(a) to 9.4(b) must only be made on a need-to-know basis and the Receiving Party has been advised of the confidential nature of such Evaluation Material, and has agreed to keep such information confidential on substantially the same terms as provided herein.

9.5 Each Party agrees that neither it nor any of its Affiliates or their respective Representatives will, without the prior written consent of the other Party, directly or indirectly, disclose to any other person: (i) the fact that discussions or negotiations are taking place concerning the Transactions or any of the terms or other facts relating thereto, including the status thereof; (ii) that the Transactions are being contemplated; (iii) the existence or the terms of this Agreement or the Transactions; or (iv) that it or its Affiliates or their respective Representatives have received or produced any Evaluation Material (limbs (i), (ii) (iii) and (iv) above collectively, "**Transaction Information**"), provided that:

(a) each Party may disclose Transaction Information to the extent:

(i) required by Applicable Laws or in connection with a judicial or administrative proceeding or pursuant to the requirements of the SFC or the Stock Exchange or any other Authority; or

(ii) it has received the written opinion of its external counsel that it/he is required to make such disclosure in order to avoid violating applicable securities laws,

provided that, to the extent legally permissible and reasonably practicable, the relevant Party will notify the other Parties prior to making any such disclosure, and will seek to narrow the intended disclosure to the extent the other Party reasonably so request.

10. **INSIDE INFORMATION**

Each Party acknowledges that until the Announcement is released, the fact that the Offer is under consideration is inside information in respect of the Company and must be treated in strictest confidence. Any breach of such confidence, or any dealing in the securities of the Company in the possession of inside information not otherwise permitted under the SFO or Applicable Laws, could constitute a civil and/or criminal offence under the insider dealing and/or market abuse provision of the SFO and be liable to sanction by the courts of Hong Kong.

11. **FURTHER ASSISTANCE**

Each Party agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as any other Party may reasonably require to implement and/or give effect to this Agreement and the transactions contemplated hereunder.

## 12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong.

12.2 Any dispute, controversy or claim arising out of or relating to this Agreement, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in Hong Kong at the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these Rules.

12.3 The seat of arbitration shall be Hong Kong. The arbitration agreement shall be governed by Hong Kong law. The number of arbitrators shall be three (3): the Offeror shall be entitled to designate one (1) arbitrator, the Purchaser B shall be entitled to designate one (1) arbitrator, and the two (2) arbitrators thus appointed shall designate the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be conducted in the English language.

12.4 The arbitral award shall be final and binding on the parties to the arbitration. The parties to the arbitration agree to be bound by and to act in accordance with the arbitral award. Unless otherwise specified in the arbitral award, the expenses of the arbitration (including witness fees and reasonable legal expenses) shall be borne by the losing party.

12.5 Process by which any proceedings are begun may be served on each Party by being served to the addresses set forth in the third column opposite such Party's name in Schedule 1.

## 13. SUCCESSORS AND ASSIGNS

This Agreement shall enure for the benefit of each Party's successors but the benefit of any provision in this Agreement may not be assigned by any Party or its successors in title without the prior written consent of the other Parties.

## 14. SEVERABILITY

In the event that any provision hereof would, under Applicable Laws, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, Applicable Laws. The provisions hereof are severable, and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

## 15. NOTICES

15.1 A notice under this Agreement shall only be effective if it is in writing.

15.2 Notices under this Agreement shall be sent to a Party at its address or number and for the attention of the individual set forth in the second column opposite such Party's name in Schedule 1.

15.3 A Party may change its notice details by giving notice to the other Parties of the change in accordance with this Clause 15 (*Notices*) provided that such notice shall only be effective on the day falling five (5) clear Business Days after the notification has been received or such later date as may be specified in the notice.

15.4 Any notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

(a) if delivered personally, on delivery;

(b) if sent by courier, two (2) Business Days after posting it; and

(c) if sent by e-mail, at the time the e-mail enters into and is accepted by the electronic mail server of the recipient.

## 16. COUNTERPARTS

This Agreement may be executed in counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but the counterparts shall together constitute one and the same instrument.

## 17. REMEDIES

Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. No failure or delay on the part of any Party in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence to, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right.

## 18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, and supersedes all prior agreements, understandings, negotiations and statements, both written and oral, among the Parties with respect to the subject matter contained herein.

## 19. AMENDMENTS AND MODIFICATIONS

This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed on behalf of each Party, provided that no amendment hereto shall have a materially adverse and disproportionate effect on a Party without such Party's consent.

## 20. WAIVER

Any agreement by a Party to any waiver shall be valid only if set forth in a written instrument executed and delivered by such Party.

## 21. THIRD PARTY RIGHTS

Save where expressly provided to the contrary in this Agreement, the Parties do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), by any person who is not a party to this Agreement. For the avoidance of doubt, the right of the Parties to rescind or terminate this Agreement, or to agree to a variation, release and/or waiver of this Agreement, is not subject to the consent of any person who is not a party to this Agreement.

## SCHEDULE 1

## CONTACTS FOR NOTICE

| Party | Contacts | |
|---|---|---|
| Offeror | Address: | 31/F, The Luna, 18 Lun Fat Street, Wan Chai, Hong Kong |
| | Email: | yuliang@micro-cold.com |
| | Attention: | Yu Liang |
| Purchaser B | Address: | 北京市朝阳区工人体育场北路 8 号三里屯 SOHO-办公 B 座 10 层 1002-1003 |
| | Email: | chenyanxi@qianshancapital.com |
| | Attention: | Chen Yanxi |

**IN WITNESS WHEREOF,** the Parties have caused this agreement to be duly executed as of the date first written above.

**OFFEROR**

Executed and delivered for and on behalf of **Lia Investment Limited** by its director LAN SHUGN Ming

in the presence of:

Witness's signature

Name:

Address: Lau Cin Yu
Haiwen & Partners LLP
Solicitor, Hong Kong SAR

Occupation:

**IN WITNESS WHEREOF**, the Parties have caused this agreement to be duly executed as of the date first written above.

**OFFEROR**

| | | |
|---|---|---|
| Executed and delivered for and on behalf of **Qianshan Asia Buyout Fund, L.P.** | ) ) ) | |
| acting by its general partner **Qianshan Capital (Cayman) Fund Management Co., Ltd** by its director Wang Cheng | ) ) ) ) ) | ............................................ |

in the presence of:

..............................................................
Witness's signature

Name: Lau Cin Yu

Address: Haiwen & Partners LLP

Occupation: Solicitor, Hong Kong SAR

# EXHIBIT 1

# THE ANNOUNCEMENT

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this joint announcement, make no representation as to its 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 joint announcement.*

*This joint announcement appears for information purposes only and is not intended to and does not constitute an invitation or offer to acquire, purchase or subscribe for securities of the Company, nor is it a solicitation of any vote or approval in any jurisdiction. This joint announcement is not for release, publication or distribution into any jurisdiction where to do so would constitute a violation of the relevant laws of such jurisdiction.*

**Lia Investment Limited**
*(Incorporated in the British Virgin Islands with limited liability)*

**WORLD-LINK LOGISTICS (ASIA) HOLDING LIMITED**
**環宇物流（亞洲）控股有限公司**
*(Incorporated in the Cayman Islands with limited liability)*
**(Stock Code: 6083)**

**JOINT ANNOUNCEMENT**

**(1) COMPLETION OF THE SALE AND PURCHASE OF THE SALE SHARES IN WORLD-LINK LOGISTICS (ASIA) HOLDING LIMITED;**

**(2) MANDATORY UNCONDITIONAL CASH OFFER BY GET NICE SECURITIES LIMITED FOR AND ON BEHALF OF LIA INVESTMENT LIMITED TO ACQUIRE ALL THE ISSUED SHARES OF WORLD-LINK LOGISTICS (ASIA) HOLDING LIMITED (OTHER THAN THOSE SHARES ALREADY OWNED BY AND/OR AGREED TO BE ACQUIRED BY LIA INVESTMENT LIMITED AND PARTIES ACTING IN CONCERT WITH IT);**

**AND**

**(3) RESUMPTION OF TRADING**

**Financial adviser to the Offeror**

天風國際
TF INTERNATIONAL

**Independent financial adviser to the Independent Board Committee**

[logo of IFA]

**THE SALE AND PURCHASE AGREEMENT**

The Board was informed by the Vendors that on 9 July 2026 (after trading hours), the Offeror and Purchaser B (as purchasers) and the Vendors (as vendors) entered into the Sale and Purchase Agreement, pursuant to which the Vendors agreed to sell and transfer, and the Purchasers agreed to purchase, 326,876,000 Shares in aggregate, representing approximately 65.14% of the total issued share capital of the Company as at the date of this joint announcement, for a total cash Consideration of HK$[244,241,747.20], which is equivalent to approximately HK$[0.7472] per Share. Specifically, the sales and purchases of Sale Shares contemplated under the Sale and Purchase Agreement were as follows:

(a) the Offeror agreed to purchase 244,964,000 Sale Shares in aggregate, representing approximately 48.81% of the total issued share capital of the Company as at the date of this joint announcement, from Vendor A, Vendor B, Vendor D and Vendor E for a total cash consideration of HK$[183,037,100.80]; and

(b) Purchaser B agreed to purchase 81,912,000 Sale Shares in aggregate, representing approximately 16.32% of the total issued share capital of the Company as at the date of this joint announcement, from Vendor C and Vendor F for a total cash consideration of HK$[61,204,646.40].

Completion took place on [ ] 2026. Immediately following the Completion, none of the Vendors holds any Share.

**THE CONSORTIUM AGREEMENT**

On 9 July 2026, the Offeror and Purchaser B entered into the Consortium Agreement in relation to the conduct and implementation of the Offer.

**MANDATORY UNCONDITIONAL CASH OFFER**

Immediately prior to the Completion, none of the Offeror, its ultimate beneficial owners and parties acting in concert with any of them was interested in any Shares or other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Codes) of the Company. Immediately after Completion and as at the date of this joint announcement, the Offeror and parties acting in concert with it are interested in 326,876,000 Shares, representing approximately 65.14% of the total issued share capital of the Company.

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

Get Nice will, for and on behalf of the Offeror, make the Offer to acquire all of the Offer Shares on the terms to be set out in the Composite Document to be issued in compliance with the Takeovers Code on the following basis:

**For each Offer Share........................................................HK$[0.7472] in cash**

The Offer Price of HK$[0.7472] per Offer Share is equivalent to the Consideration of HK$0.7472 per Sale Share paid by the Purchasers to the Vendors pursuant to the Sale and Purchase Agreement. The Offer will be unconditional in all respects and will not be conditional upon acceptances being received in respect of a minimum number of Shares or any other conditions.

**The Offeror will not increase the Offer Price as set out above. Shareholders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Offer Price and the Offeror does not reserve the right to increase the Offer Price.**

Principal terms of the Offer are set out in the section headed "Mandatory Unconditional Cash Offer" below in this joint announcement.

**Total Value of the Offer**

As at the date of this joint announcement, the Company has [501,843,114] Shares in issue. Assuming there is no change in the issued share capital of the Company and based on the Offer Price of HK$[0.7472] per Offer Share, the total issued share capital of the Company is valued at approximately HK$[374,977,174.78].

Based on the [501,843,114] Shares in issue as at the date of this joint announcement and excluding the 326,876,000 Shares held by the Offeror and parties acting in concert with it immediately after Completion, a total of [174,967,114] Shares will be subject to the Offer. Based on the Offer Price of HK$[0.7472] per Offer Share, the total consideration payable under the Offer would be HK$[130,735,427.58] in the event that the Offer is accepted in full.

**Confirmation of Financial Resources**

The Offeror intends to finance the consideration payable under the Offer in full by the Loan Facilities granted to the Offeror by Get Nice which is secured by, among others, the Share Charges and the Personal Guarantees. TFI, being the financial adviser to the Offeror in respect of the Offer, is satisfied that sufficient financial resources are available to the Offeror to satisfy the payment obligations upon full acceptance of the Offer.

**Maintaining the Listing Status of the Company**

The Offeror intends to maintain the listing of the Shares on the Stock Exchange following the close of the Offer. Pursuant to the Listing Rules, if, at the close of the Offer, less than the minimum prescribed percentage applicable to the Company, being 25% of the total issued Shares, are held by the public or if the Stock Exchange believes that: (i) a false market exists or may exist in the trading of the Shares; or (ii) there are insufficient Shares in public hands to maintain an orderly market, then it will consider exercising its discretion to suspend dealings in the Shares until the prescribed level of public float is restored. [In such circumstances, the respective directors of the Offeror and the Company will undertake to the Stock Exchange to take appropriate steps as soon as possible following the close of the Offer to ensure sufficient public float exists in the Shares after the close of the Offer.]

## GENERAL

### Independent Board Committee and Independent Financial Adviser

Pursuant to Rule 2.1 of the Takeovers Code, the Independent Board Committee comprising [the independent non-executive Directors] who, save for their shareholdings as disclosed below, have no direct or indirect interest in the Offer, namely [Mr. Mak Tung Sang, Mr. Jung Chi Pan, Peter and Ms. Lai, Bibiana Wing Ying], [has been/will be] established by the Company to advise the Independent Shareholders as to whether the Offer is fair and reasonable and as to the acceptance of the Offer. For the avoidance of doubt, Mr. Mak Tung Sang beneficially owns 64,000 Shares and Mr. Jung Chi Pan, Peter beneficially owns 64,000 Shares as at the date of this joint announcement.

The Independent Financial Adviser will be appointed with the approval of the Independent Board Committee to advise the Independent Board Committee in respect of the Offer and, in particular, as to whether the Offer is fair and reasonable and as to the acceptance of the Offer. A further announcement will be made upon the appointment of the Independent Financial Adviser.

The advice of the Independent Financial Adviser and the recommendations of the Independent Board Committee will be included in the Composite Document to be despatched to the Independent Shareholders.

### Despatch of the Composite Document

Pursuant to Rule 8.2 of the Takeovers Code, the Offeror is required to despatch the Composite Document (accompanied by the relevant form(s) of acceptance and transfer) to the Independent Shareholders no later than 21 days after the date of this joint announcement, or such later date as the Executive may approve in accordance with the Takeovers Code.

It is the intention of the Offeror and the Company to combine the offer document and the Company's board circular in the Composite Document. In accordance with Rule 8.2 of the Takeovers Code, the Composite Document will contain, among others, (i) further details of the Offer; (ii) the expected timetable of the Offer, (iii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders in relation to the Offer; and (iv) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in relation to the Offer.

Further announcement(s) will be made when the Composite Document is despatched.

## RESUMPTION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange has been halted with effect from 9:00 a.m. on [ ] 2026 pending publication of this joint announcement. Application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares with effect from 9:00 a.m. on [ ].

**WARNING**

**This joint announcement is made in compliance with the Takeovers Code for the purpose of, among other things, informing the Shareholders of the Offer to be made. Shareholders and potential investors of the Company should note that the Independent Board Committee has yet to consider and evaluate the Offer. The Directors make no recommendation as to the fairness or reasonableness of the terms of the Offer or as to the acceptance of the Offer in this joint announcement, and strongly recommend the Shareholders not to form a view on the Offer unless and until they have received and read the Composite Document, including the letter of recommendation of the Independent Board Committee and the letter of advice from the Independent Financial Adviser in respect of the Offer.**

**Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the Shares. Those who are in doubt as to the action should consult a licensed securities dealer or registered institutions in securities, bank manager, solicitor, professional accountant or other professional advisers.**

## THE SALE AND PURCHASE AGREEMENT

The Board was informed by the Vendors that on [ ] July 2026 (after trading hours), the Offeror, Purchaser B and the Vendors entered into the Sale and Purchase Agreement pursuant to which the Vendors agreed to sell and transfer, and the Offeror and Purchaser B agreed to purchase the Sale Shares, being 326,876,000 Shares in aggregate, representing approximately 65.14% of the total issued share capital of the Company as at the date of this joint announcement, for a total cash Consideration of HK$[244,241,747.20], equivalent to HK$[0.7472] per Sale Share.

**Date**

9 July 2026

**Parties**

(i) The Offeror (as purchaser);

(ii) Purchaser B (as purchaser); and

(iii) the Vendors (as vendors).

**Subject matter**

Pursuant to the Sale and Purchase Agreement, the Vendors agreed to sell and transfer and the Offeror and Purchaser B agreed to purchase the Sale Shares, being 326,876,000 Shares in aggregate, representing approximately 65.14% of the total issued share capital of the Company as at the date of this joint announcement, free from all encumbrances and together with all rights and benefits attached and accrued to them from the receipt of the Consideration, for a total cash Consideration of HK$244,241,747.20, in the following manner:

| Vendor | Purchaser | Number of Sale Shares | Approximate % of the total issued share capital of the Company | Consideration paid to such Vendor |
|---|---|---|---|---|
| Vendor A | Offeror | 143,796,000 | 28.65% | HK$[107,444,371.20] |
| Vendor B | Offeror | 82,088,000 | 16.36% | HK$[61,336,153.60] |
| Vendor C | Purchaser B | 76,060,000 | 15.16% | HK$[56,832,032.00] |
| Vendor D | Offeror | 3,968,000 | 0.79% | HK$[2,964,889.60] |
| Vendor E | Offeror | 15,112,000 | 3.01% | HK$[11,291,686.40] |
| Vendor F | Purchaser B | 5,852,000 | 1.17% | HK$[4,372,614.40] |
| | **Total:** | **326,876,000** | **65.14%** | **HK$[244,241,747.20]** |

**Undertakings**

**Director Appointment and Resignation**

The Vendor jointly and severally agree and undertake,

(a) after Completion, to cause the person(s) designated by the Offeror to be appointed as director(s) of the Company at the time specified by the Offeror; for the avoidance of doubt, such appointment shall not be earlier than the earliest date permitted under Rule 26.4 of the Takeovers Code; and

(b) after Completion, to, or cause the Directors designated by the Vendors to, duly resign from their position(s) as the director(s) of the Company; for the avoidance of doubt, such resignation shall not be earlier than the earliest date permitted under Rule 7 of the Takeovers Code.

**Non-Solicitation and Non-Competition**

The Vendors jointly and severally agree and undertake that, for a period of three (3) years from the Completion Date:

(a) the Vendors and their affiliates shall not, directly or indirectly, control, hold, or operate any business or project in Hong Kong. Macau and the Greater Bay Area (including Guangzhou, Shenzhen, Zhuhai, Foshan, Huizhou, Dongguan, Zhongshan, Jiangmen and Zhaoqing) that competes with the principal business of the Group (including but not limited to establishing, investing in, managing, or participating in any competing enterprise or project); provided that this clause shall not restrict the Vendors if their voting rights and economic interests in such business or project do not exceed five percent (5%); and

(b) the Vendors and their affiliates shall not, directly or indirectly, solicit or employ any current employees, consultants, or key personnel of the Group, or induce them to leave the Group, nor assist any third party in doing so, in order to maintain the talent stability and operational continuity of the Group.

**Assistance to Purchasers** Each of Vendor D and Vendor F agrees and undertakes, for the purpose of facilitating a smooth handover of the business and operation of the Company, to provide advice and assistance to the Purchasers in relation to the business and operation of the Company for a period of one year from Completion.

For the avoidance of doubt, each of the Purchasers acknowledges and agrees that the Vendors make no representations, warranties or undertakings (whether express or implied) regarding the operations, customers, suppliers, finances, performance, profits or other circumstances of the Company or any company within the Group (individually or collectively) following Completion.

**Completion**

Completion took place on the Completion Date, being [ ] 2026. Immediately following the Completion, none of the Vendors holds any Share.

The Consideration for the Sale Shares has been fully settled by the Offeror and Purchaser B in cash upon Completion, of which (i) HK$[107,444,371.20], HK$[61,336,153.60], HK$[2,964,889.60] and HK$[11,291,686.40] have been paid by the Offeror to Vendor A, Vendor B, Vendor D and Vendor E respectively, and (ii) HK$[56,832,032.00] and HK$[4,372,614.40] have been paid by Purchaser B to Vendor C and Vendor F respectively.

Immediately after Completion and as at the date of this joint announcement, the Offeror and parties acting in concert with the Offeror are collectively interested in 326,876,000 Shares, representing approximately 65.14% of the total issued share capital of the Company.

**THE CONSORTIUM AGREEMENT**

The Offeror and Purchaser B entered into the Consortium Agreement in relation to the conduct and implementation of the Offer.

**Date**

9 July 2026

**Parties**

(i) The Offeror; and

(ii) Purchaser B.

**Principle Terms**

(i) Each of the Offeror and Purchaser B agrees that the Offeror shall act as the sole offeror for the purposes of making and extending the Offer to the holders of the Shares (other than those Shares already owned by and/or agreed to be acquired by the Offeror and parties acting in concert with it) of the Company. Purchaser B agrees that it shall not hold itself out as the offeror or a joint offeror in connection with the Offer.

(ii) Each of the Offeror and Purchaser B agrees that the Offeror shall assume the leading role and have all powers and authorities in the conduct and implementation of the sale and purchase of the Sale Shares pursuant to the Sale and Purchase Agreement and the Offer. Purchaser B shall use all reasonable endeavours to do (or procure to be done), and assist and co-operate with the Offeror in connection with conduct and implementation of the sale and purchase of the Sale Shares pursuant to the Sale and Purchase Agreement and the Offer.

(iii) Each of the Offeror and Purchaser B represents and warrants to the other party that, save as disclosed in this joint announcement, neither it nor any person acting in concert with it is interested in any other securities of the Company or has any right to subscribe, purchase or otherwise acquire any Shares or other securities in the Company.

(iv) Each of the Offeror and Purchaser B represents and warrants to the other party that, save as disclosed in this joint announcement, it has not, and none of the parties acting in concert with it has, purchased any Share within the six (6) months prior to the date of this joint announcement.

**MANDATORY UNCONDITIONAL CASH OFFER**

**The Offer**

Immediately prior to the Completion, none of the Offeror nor parties acting in concert with it was interested in any Shares or any other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company. Immediately following Completion and as at the date of this joint announcement, the Offeror and parties acting in concert with it are interested in an aggregate of 326,876,000 Shares, representing approximately 65.14% of the total issued share capital of the Company.

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

Get Nice will, for and on behalf of the Offeror, make the Offer to acquire all of the Offer Shares on the terms to be set out in the Composite Document to be issued in accordance with the Takeovers Code on the following basis:

**For each Offer Share..............................................................HK$[0.7472] in cash**

**Total value of the Offer**

As at the date of this joint announcement, the Company has [501,843,114] Shares in issue and the Company does not have any other outstanding Shares, warrants, options, derivatives or other securities which are convertible into Shares or exchangeable into Shares or other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code).

Assuming there is no change in the issued share capital of the Company and based on the Offer Price of HK$[0.7472] per Offer Share, the total issued share capital of the Company is valued at HK$[374,977,174.78].

Based on the [501,843,114] Shares in issue as at the date of this joint announcement and excluding the 326,876,000 Shares held by the Offeror and parties acting in concert with it immediately after Completion, a total of [174,967,114] Shares will be subject to the Offer. Based on the Offer Price of HK$[0.7472] per Offer Share, the total consideration payable under the Offer would be HK$[130,735,427.58] in the event that the Offer is accepted in full.

**Offer Price**

The Offer Price of HK$[0.7472] per Offer Share is equal to the Consideration of HK$[0.7472] per Sale Share paid by the Purchasers to the Vendors pursuant to the Sale and Purchase Agreement.

[The Company confirms that as at the date of this joint announcement, (i) it has not declared any dividend which is not yet paid; and (ii) it does not have any intention to declare or pay any future dividend or make other distributions prior to and including the date of close of the Offer. If, after the date of this joint announcement, any dividend or other distribution is made or paid in respect of the Offer Shares, the Offeror reserves the right to reduce the Offer Price by an amount equal to the gross amount of such dividend or other distribution.]

**The Offeror will not increase the Offer Price as set out above. Shareholders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Offer Price and the Offeror does not reserve the right to increase the Offer Price.**

The Offer Price of HK$[0.7472] per Offer Share represents:

(i) a [discount] of approximately [20.51]% to the closing price of HK$[0.9400] per Share as quoted on the Stock Exchange on the Last Trading Day;

(ii) a [discount] of approximately [25.58]% to the average of the closing price as quoted on the Stock Exchange for the five trading days immediately prior to and including the Last Trading Day of approximately HK$[1.0040] per Share;

(iii) a [discount] of approximately [21.26]% to the average of the closing price as quoted on the Stock Exchange for the ten trading days immediately prior to and including the Last Trading Day of approximately HK$[0.9490] per Share;

(iv) a [discount] of approximately [14.57]% to the average of the closing price as quoted on the Stock Exchange for the thirty trading days immediately prior to and including the Last Trading Day of approximately HK$[0.8747] per Share; and

(v) a [premium] of approximately [244.71]% over [the Group's audited consolidated net assets attributed to the Shareholders per Share of approximately HK$0.2168 as at 31 December 2025 (calculated based on (i) a total of [501,843,114] Shares as at the date of this joint announcement; and the Group's audited consolidated net assets attributable to the Shareholders of HK$[108,782,000] as at 31 December 2025).

**Highest and lowest trading prices**

During the six-month period immediately preceding the commencement of the Offer Period and up to the Last Trading Day, the highest closing price of the Shares as quoted on the Stock Exchange was HK$[ ] per Share on [ ]; and the lowest closing price of the Shares as quoted on the Stock Exchange was HK$[ ] per Share on [ ].

**Confirmation of financial resources**

[The Offeror intends to finance the consideration payable under the Offer in full by the Loan Facilities granted to the Offeror by Get Nice, which is secured by, among others, the Share Charges and the Personal Guarantees. TFI, being the financial adviser to the Offeror in respect of the Offer, are satisfied that sufficient financial resources are available to the Offeror to satisfy the payment obligations upon full acceptance of the Offer.]

**Effect of accepting the Offer**

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

Acceptance of the Offer by any Independent Shareholders will be deemed to constitute a warranty by such person that all the Shares sold by such person under the Offer are fully paid, free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights and benefits at any time accruing and attached to them, including the rights to receive all dividends and distributions, if any, declared, made or paid on or after the date on which the Offer is made, that is, the date of despatch of the Composite Document.

Acceptance of the Offer will be irrevocable and not capable of being withdrawn, except as permitted under the Takeovers Code.

**Payment**

Payment in cash in respect of acceptances of the Offer, net of seller's Hong Kong ad valorem stamp duty, will be made as soon as possible but in any event no later than seven (7) Business Days after the date of receipt of a duly completed and valid acceptance of the Offer. Relevant documents evidencing title of the Offer Shares must be received by or on behalf of the Offeror to render such acceptance of the Offer complete and valid pursuant to Rule 20.1 and Note 1 to Rule 30.2 of the Takeovers Code.

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

**Hong Kong stamp duty**

The seller's Hong Kong ad valorem stamp duty arising in connection with acceptance of the Offer at a 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 the relevant Independent Shareholder on acceptance of the Offer (where the stamp duty calculated includes a fraction of HK$1, the stamp duty would be rounded-up to the nearest HK$1).

The Offeror will arrange for payment of the seller's Hong Kong ad valorem stamp duty on behalf of the relevant Independent Shareholder accepting the Offer and will pay the buyer's Hong Kong 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).

**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 the Offeror, the Company, and their respective ultimate beneficial owners, directors, officers, advisers, agents or associates 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 Offeror intends to make the Offer available to all Independent Shareholders, including the Overseas Shareholders. However, the making and the implementation of the Offer to the Overseas Shareholders may be affected by and subject to the laws of the relevant jurisdictions in which such Overseas Shareholders reside or are located in. Overseas Shareholders who are citizens, residents or nationals of a jurisdiction outside Hong Kong should observe any applicable legal or regulatory requirements and, where necessary, seek independent legal advice. It is the responsibility of the Overseas Shareholders who wish to take any action in relation to the Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdictions in connection with any such action (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdictions).

In the event that the receipt of the Composite Document by Overseas Shareholders is prohibited by any applicable laws and regulations or may only be effected upon compliance with conditions or requirements in such overseas jurisdictions that would be unduly onerous or burdensome (or otherwise not in the best interest of the Company or the Shareholders), the Composite Document, subject to the Executive's consent, may not be despatched to such Overseas Shareholders. In such circumstances, the Offeror will apply for any waiver as may be required pursuant to Note 3 to Rule 8 of the Takeovers Code at such time.

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

**DEALINGS AND INTERESTS IN SECURITIES OF THE COMPANY**

The Offeror confirms that as at the date of this joint announcement:

(i) save for the 244,964,000 Shares held by the Offeror and the 81,912,000 Shares held by Purchaser B, neither the Offeror nor any person acting in concert with it owns or has control or direction over any voting rights or rights over the Shares or convertible securities, warrants, options or derivatives of the Company;

(ii) none of the Offeror and the parties acting in concert with it has received any irrevocable commitment(s) to accept the Offer;

(iii) there is no outstanding derivative in respect of the securities in the Company which has been entered into by the Offeror or any parties acting in concert with it;

(iv) save for the Sale and Purchase Agreement, the Consortium Agreement and the Share Charges, there is no arrangement (whether by way of option, indemnity or otherwise) of any kind referred to in Note 8 to Rule 22 of the Takeovers Code in relation to the shares of the Offeror or the Shares and which might be material to the Offer;

(v) there is no agreement or arrangement to which the Offeror and parties acting in concert with it is a party which relates to circumstances in which the Offeror may or may not invoke or seek to invoke a pre-condition or a condition to the Offer;

(vi) neither the Offeror nor any parties acting in concert with it has borrowed or lent any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company;

(vii) save for the Sale and Purchase Agreement, neither the Offeror nor any person acting in concert with it has dealt for value in any Shares, warrants, options or derivatives of the Company or other securities convertible into Shares during the period commencing six months prior to the commencement of the Offer Period and up to and including the date of this joint announcement;

(viii) other than the Consideration paid by the Offeror and Purchaser B to the Vendors for the purchase of the Sale Shares pursuant to the Sale and Purchase Agreement, there is no other consideration, compensation or benefit in whatever form paid or to be paid by the Offeror or any parties acting in concert with it to the Vendors and their beneficial owners or any parties acting in concert with any of them in connection with the sale and purchase of the Sale Shares;

(ix) save for the Sale and Purchase Agreement, there is no understanding, arrangement or agreement or special deal (as defined under Rule 25 of the Takeovers Code) between any Vendors and its beneficial owner(s) and any parties acting in concert with any of them on one hand, and the Offeror and any parties acting in concert with it on the other hand; and

(x) there is no understanding, arrangement or agreement or special deal (as defined under Rule 25 of the Takeovers Code) between any Shareholder; on one hand, and the Offeror and/or any parties acting in concert with it on the other hand.

The Company confirms that, as at the date of this joint announcement, there is no understanding, arrangement or agreement or special deal (as defined under Rule 25 of the Takeovers Code) between any Shareholder on one hand, and the Company, its subsidiaries or associated companies on the other hand.

## SHAREHOLDING STRUCTURE OF THE COMPANY

The shareholding structure of the Company (i) immediately prior to the Completion and (ii) immediately after Completion and as at the date of this joint announcement are set forth as follows:

| Shareholders | Immediately prior to Completion | | Immediately after Completion and as at the date of this joint announcement | |
|---|---|---|---|---|
| | *Number of Shares* | *Approximate % (Note 1)* | *Number of Shares* | *Approximate % (Note 1)* |
| **The Offeror and parties acting in concert with it** | | | | |
| - Offeror | - | - | 244,964,000 | 48.81 |
| - Purchaser B | - | - | 81,912,000 | 16.32 |
| **Subtotal of the Offeror and parties acting in concert with it (including Purchaser B)** | | | **326,876,000** | **65.14** |
| **The Vendors** | | | | |
| - Vendor A | 143,796,000 | 28.65 | - | - |
| - Vendor B | 82,088,000 | 16.36 | - | - |
| - Vendor C | 76,060,000 | 15.16 | - | - |
| - Vendor D | 3,968,000 | 0.79 | - | - |
| - Vendor E | 15,112,000 | 3.01 | - | - |
| - Vendor F | 5,852,000 | 1.17 | - | - |
| **Independent Shareholders** *(Note 3)* | 174,967,114 | 34.86 | 174,967,114 | 34.86 |
| Total | 501,843,114 | 100.00 | 501,843,114 | 100.00 |

*Notes:*

1. *Certain percentage figures in the above table are subject to rounding adjustments.*
2. *Given that (a) the Offeror and Purchaser B are investors acquiring their respective portions of the Sales Shares together under the Sale and Purchase Agreement; and (b) Purchaser B executed the Share Charge (Purchaser B) in favour of Get Nice and is one of the Obligors under the Loan Facilities, Purchaser B is a party acting in concert with the Offeror.*
3. *As at the date of this joint announcement, Mr. Mak Tung Sang, an independent non-executive Director, beneficially owns 64,000 Shares and Mr. Jung Chi Pan, Peter, an independent non-executive Director, beneficially owns 64,000 Shares as at the date of this joint announcement. Each of Mr. Mak Tung Sang and Mr. Jung Chi Pan, Peter is not party acting in concert with the Offeror and is therefore classified as Independent Shareholders.*

## INFORMATION OF THE GROUP

[The Company is incorporated in the Cayman Islands with limited liability and the Shares are listed on the Main Board of the Stock Exchange. The Group operates its business through two segments. The Supply Chain Management Service Business segment is engaged in the provision of warehousing, transportation and value-added services. The Full Service Distribution Business segment is engaged in the wholesale and trading of goods.]

Set out below are the audited consolidated financial results of the Group for each of the three financial years ended 31 December 2025, 31 December 2024 and 31 December 2023 as extracted from the annual report of the Company for the years ended 31 December 2025, 31 December 2024 and 31 December 2023:

| | **For the year ended 31 December** | | |
|---|---|---|---|
| | **2025** | **2024** | **2023** |
| | *HK$'000* | *HK$'000* | *HK$'000* |
| | *(audited)* | *(audited)* | *(audited)* |
| Revenue | [367,445] | [351,375] | [331,204] |
| Profit/(loss) before tax | [20,139] | [22,407] | [23,981] |
| Profit/(loss) for the period | [17,335] | [18,571] | [20,045] |
| Net assets | [108,782] | [106,751] | [113,271] |

## INFORMATION OF THE OFFEROR

The Offeror is a company incorporated in BVI with limited liability. As at the date of this joint announcement, the Offeror is owned as to [80]% by Mr. LAN SHUEN and [20]% by Ms. HU LIO, and the directors of the Offeror are Mr. LAN SHUEN and Ms. HU LIO. [As at the date of this joint announcement, save for entering into of the Sale and Purchase Agreement, the Offeror did not engage in any other business activities.]

Mr. LAN SHUEN, aged 57, has over 30 years of practical experience in international trade, and over 20 years of in-depth operational experience in cold chain park operation, and food supply and food processing sectors in the PRC and overseas. He holds a Bachelor's Degree in Trade Economics from Shanxi University of Finance and Economics.

## INFORMATION OF PURCHASER B

Purchaser B, an exempted limited partnership in the Cayman Islands, is organised for the purpose of making investments. The general partner of Purchaser B is Qianshan Management. The limited partners of Purchaser B are Mr. LAN HU and Qianshan Holding. [Each of the limited partners of Purchaser B holds 50% of the economic interests in Purchaser B.] Qianshan Management is wholly owned directly by Qianshan Holding, which in turn is wholly owned directly by Mr. WANG.

Qianshan Capital Group is a fund management group operating both onshore in the PRC and offshore with "Qianshan Capital" as the overarching brand name. Founded in 2015, the Qianshan Capital Group is a leading private equity investment institution focused on the PRC's new economy sector, it specializes in private equity investments in hard technology fields such as artificial intelligence, semiconductors, and intelligent manufacturing. The total size of private equity funds under the Qianshan Capital Group's management exceeds 4 billion RMB, including US dollar funds.

Purchaser B was invited by Mr. LAN SHUEN to invest in the Company. Immediately before Completion, Purchaser B did not hold any interest in any Shares.

Given that (a) the Offeror and Purchaser B are investors acquiring their respective portions of the Sales Shares together under the Sale and Purchase Agreement; and (b) Purchaser B executed the Share Charge (Purchaser B) in favour of Get Nice and is one of the Obligors under the Loan Facilities, Purchaser B is a party acting in concert with the Offeror. [Given that Qianshan Management executed the Share Charge (Purchaser B) in favour of Get Nice and is one of the Obligors under the Loan Facilities, Qianshan Management is presumed to be acting in concert with the Offeror under Class (9) of the definition of "acting in concert" under the Takeovers Code.] Given that (a) Qianshan Holding is the limited partner of Purchaser B, and Mr. WANG is its sole ultimate beneficial owner; and (b) Qianshan Holding and Mr. WANG are the respective direct and indirect sole shareholders of Qianshan Management (the general partner of Purchaser B), both Qianshan Holding and Mr. WANG are parties acting in concert with the Offeror. Given that Mr. LAN HU is the son of the directors of the Offeror, Mr. LAN HU is presumed to be acting in concert with the Offeror under Class (2) of the definition of "acting in concert" under the Takeovers Code. Save for the above, each of Purchaser B, Qianshan Management, and Qianshan Holding does not have any relationship with the Offeror and/or its ultimate beneficial owner.

**INTENTIONS OF THE OFFEROR REGARDING THE GROUP**

[Following the close of the Offer, it is the intention of the Offeror to continue the existing principal businesses of the Group and maintain the listing status of the Company. However, the Offeror also intends to review the existing business activities, operations and assets of the Group for the purpose of formulating business plans and strategies for the future business development of the Group. The Offeror may explore other business opportunities, asset acquisition, business restructuring and diversification and/or fund-raising activities which may be appropriate in order to enhance the long-term growth potential of the Group.]

Save for the intention of the Offeror regarding the Group as set out above, as at the date of this joint announcement, (i) the Offeror has no intention to discontinue the employment of the employees of the Group (except for a proposed change to the members of the Board at a time no earlier than that permitted under the Listing Rules and the Takeovers Code or such later time as the Offeror considers to be appropriate); (ii) the Offeror has no intention to re-deploy the assets of the Group other than those in its ordinary course of business; and (iii) no investment or business opportunity has been identified nor has the Offeror entered into any agreement, arrangement, understandings or negotiation in relation to the injection of any assets or business into the Group.

## PROPOSED CHANGES TO THE COMPOSITION OF THE BOARD

[As at the date of this joint announcement, the Board comprises Mr. Yeung Kwong Fat, Mr. Lee Kam Hung and Mr. Luk Yau Chi as executive Directors, and Mr. Mak Tung Sang, Mr. Jung Chi Pan, Peter and Ms. Lai Bibiana Wing Ying as independent non-executive Directors.]

It is intended that all three executive Directors will resign with effect from the earliest time permitted under the Listing Rules and Rule 7 of the Takeovers Code. The Offeror intends to nominate new Director(s) to the Board immediately upon the said resignation becoming effective and any such appointment will be made in compliance with the Takeovers Code and the Listing Rules, and further announcement(s) will be made as and when appropriate. As at the date of this joint announcement, the Offeror has not identified any potential candidate to be appointed as a new Director.

## MAINTAINING THE LISTING STATUS OF THE COMPANY

The Offeror has no intention to privatize the Company, and intends to maintain the listing of the Shares on the Stock Exchange following the close of the Offer.

Pursuant to the Listing Rules, if, at the close of the Offer, less than the minimum prescribed percentage applicable to the Company, being [25]% of the issued Shares, are held by the public, or if the Stock Exchange believes that (i) a false market exists or may exist in the trading of the Shares; or (ii) there are insufficient Shares in public hands to maintain an orderly market, then the Stock Exchange will consider exercising its discretion to suspend dealing in the Shares until the prescribed level of public float is restored.

The directors of the Offeror and the new Directors to be appointed to the Board will undertake to the Stock Exchange to take appropriate steps as soon as possible following the close of the Offer to ensure sufficient public float exists in the Shares after the close of the Offer.

## INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER

The Independent Board Committee comprising [all the independent non-executive Directors, namely Mr. Mak Tung Sang, Mr. Jung Chi Pan, Peter and Ms. Lai Bibiana Wing Ying], [has been/will be] established by the Company pursuant to Rule 2.1 of the Takeovers Code to make recommendation to the Independent Shareholders in respect of the Offer, as to whether the Offer is fair and reasonable and as to acceptance of the Offer.

The Independent Financial Adviser will be appointed with the approval of the Independent Board Committee to advise the Independent Board Committee and in respect of the Offer and, in particular, as to whether the Offer is fair and reasonable and as to the acceptance of the Offer. A further announcement will be made upon the appointment of the Independent Financial Adviser. The advice of the Independent Financial Adviser and the recommendations of the Independent Board Committee will be included in the Composite Document to be despatched to the Independent Shareholders.

## DESPATCH OF THE COMPOSITE DOCUMENT

Pursuant to Rule 8.2 of the Takeovers Code, the Offeror is required to despatch the Composite Document (accompanied by the relevant form(s) of acceptance and transfer) to the Shareholders no later than 21 days after the date of this joint announcement, or such later date as the Executive may approve in accordance with the Takeovers Code.

It is the intention of the Offeror and the Company to combine the offer document and the Company's board circular in the Composite Document. In accordance with Rule 8.2 of the Takeovers Code, the Composite Document will contain, among others, (i) further details of the Offer; (ii) the expected timetable of the Offer; (iii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders in relation to the Offer; and (iv) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in relation to the Offer. Further announcement(s) will be made when the Composite Document is despatched.

The Independent Shareholders are encouraged to read the Composite Document carefully, including the advice of the Independent Financial Adviser to the Independent Board Committee and the recommendation from the Independent Board Committee to the Independent Shareholders as to whether the Offer is, or is not, fair and reasonable and as to the acceptance of the Offer.

## DISCLOSURE OF DEALINGS

In accordance with Rule 3.8 of the Takeovers Code, the respective associates of the Company and the Offeror (as defined in the Takeovers Code, and including but not limited to persons who own or control 5% or more of any class of relevant securities of the Company or the Offeror) are hereby reminded to disclose their dealings in any relevant securities of the Company pursuant to Rule 22 of the Takeovers Code.

In accordance with Rule 3.8 of the Takeovers Code, the full text of Note 11 to Rule 22 of the Takeovers Code is reproduced below:

*"**Responsibilities of stockbrokers, banks and other intermediaries***

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

*This dispensation does not alter the obligation of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved.*

*Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation."*

**RESUMPTION OF TRADING**

At the request of the Company, trading in the Shares on the Stock Exchange has been halted with effect from 9:00 a.m. on [ ] 2026 pending publication of this joint announcement. Application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares with effect from 9:00 a.m. on [ ].

**WARNING**

**This joint announcement is made in compliance with the Takeovers Code for the purpose of, among other things, informing the Shareholders of the Offer to be made. Shareholders and potential investors of the Company should note that the Independent Board Committee has yet to consider and evaluate the Offer. The Directors make no recommendation as to the fairness or reasonableness of the terms of the Offer or as to the acceptance of the Offer in this joint announcement, and strongly recommend the Shareholders not to form a view on the Offer unless and until they have received and read the Composite Document, including the letter of recommendation of the Independent Board Committee and the letter of advice from the Independent Financial Adviser in respect of the Offer.**

**Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the Shares. Those who are in doubt as to the action should consult a licensed securities dealer or registered institutions in securities, bank manager, solicitor, professional accountant or other professional advisers.**

**DEFINITIONS**

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

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| "acting in concert" | has the meaning ascribed to it under the Takeovers Code |
| "associate(s)" | has the meaning ascribed to it under the Takeovers Code |
| "Board" | the board of Directors |
| "Business Day(s)" | a day on which the Stock Exchange is open for the transaction of business |
| "BVI" | the British Virgin Islands |

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| "CCASS" | the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited |
| "Company" | World-Link Logistics (Asia) Holding Limited, a company incorporated in the Cayman Islands with limited liability, issued shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 6083) |
| "Completion" | completion of the sale and purchase of the Sale Shares in accordance with the terms and conditions of the Sale and Purchase Agreement |
| "Completion Date" | the date on which the Completion took place, being [ ] |
| "Composite Document" | the composite offer document and the Company's board circular to be jointly issued by the Offeror and the Company in connection with the Offer in accordance with the Takeovers Code |
| "Consideration" | the amount of HK$[244,241,747.20], being aggregate consideration payable by the Offeror and Purchaser B to the Vendors for the purchase of the Sale Shares under the Sale and Purchase Agreement |
| "Consortium Agreement" | the consortium agreement dated [] July 2026 entered into between the, Offeror and Purchaser B in relation to the Offer |
| "Director(s)" | the director(s) of the Company |
| "Executive" | the Executive Director of the Corporate Finance Division of the SFC or any of his delegates |
| "Get Nice" | Get Nice Securities Limited, a corporation licensed by the SFC to carry out Type 1 (dealing in securities), Type 4 (advising on securities), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities under the SFO, being the agent making the Offer for and on behalf of the Offeror and the provider of the Loan Facilities |
| "Group" | the Company together with its subsidiaries |
| "HK$" | Hong Kong dollars, the lawful currency of Hong Kong |
| "Hong Kong" | the Hong Kong Special Administrative Region of the PRC |
| "Independent Board Committee" | an independent committee of the Board comprising [all the independent non-executive Directors], [to be] established by the |

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| | Board to make recommendations to the Independent Shareholders in relation to the Offer |
| "Independent Financial Adviser" | the independent financial adviser to be appointed by the Company with the approval of the Independent Board Committee to advise the Independent Board Committee in respect of the Offer and, in particular, as to whether the Offer is fair and reasonable and as to the acceptance of the Offer |
| "Independent Shareholders" | Shareholders other than the Offeror or any parties acting in concert with it |
| "Last Trading Day" | [ ] 2026, being the last trading day of the Shares immediately before the publication of this joint announcement |
| "Listing Rules" | the Rules Governing the Listing of Securities on the Stock Exchange, as amended, supplemented or otherwise modified from time to time |
| "Loan Facilities" | the loan facilities granted to the Offeror by Get Nice pursuant to a loan agreement dated [ ] July 2026 by and between the Offeror as the borrower and Get Nice as the lender |
| "Ms. HU LIO" | Ms. Hu Lio Shixia, a director and one of the legal and beneficial owners of the Offeror, and the spouse of Mr. LAN SHUEN |
| "Mr. LAN HU" | Mr. Jefferson Stephen Lan Hu, a limited partner of Purchaser B, and the son of Mr. LAN SHUEN and Ms. HU LIO |
| "Mr. LAN SHUEN" | Mr. Lan Shuen Ming, a director and one of the legal and beneficial owners of the Offeror, and the spouse of Ms. HU LIO |
| "Mr. WANG" | Ms. Wang Cheng, the sole shareholder of Qianshan Holding |
| "Offer" | the mandatory unconditional cash offer to be made by Get Nice for and on behalf of the Offeror to acquire all the issued Shares (other than those already owned or agreed to be acquired by the Offeror and the parties acting in concert with it) pursuant to Rule 26.1 of the Takeovers Code at the Offer Price |
| "Offeror" | Lia Investment Limited, a company incorporated in BVI with limited liability |
| "Offer Period" | has the meaning ascribed to it under the Takeovers Code, which commences on [ ] 2026 (being the date of this joint announcement) and ends on date on which the Offer closes |

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| "Offer Price" | the price at which the Offer will be made, being HK$0.7472 per Offer Share |
| "Offer Share(s)" | all the Shares in issue, other than those already owned or agreed to be acquired by the Offeror and parties acting in concert with it |
| "Overseas Shareholders" | Independent Shareholder(s) whose address(es), as shown on the register of members of the Company, is/are outside Hong Kong |
| "Personal Guarantees" | the deed of guarantee dated [ ] July 2026 executed by Mr. LAN SHUEN and Ms. HU LIO (as guarantors) in favour of Get Nice |
| "PRC" | the People's Republic of China, which for the purpose of this joint announcement, excludes Hong Kong, Macau Special Administrative Region of the PRC and Taiwan |
| "Purchaser B" | Qianshan Asia Buyout Fund, L.P., an exempted limited partnership established in the Cayman Islands |
| "Purchasers" | the Offeror and Purchaser B collectively |
| "Qianshan Capital Group" | Qianshan Holding, Qianshan Management and any of their holding companies, subsidiaries and fellow subsidiaries |
| "Qianshan Holding" | Qianshan Capital (Cayman) Holding Co., Ltd., an [exempted company incorporated in the Cayman Islands with limited liability] |
| "Qianshan Management" | Qianshan Capital (Cayman) Fund Management Co., Ltd., an exempted company incorporated in the Cayman Islands with limited liability |
| "RMB" | the lawful currency of the PRC |
| "Sale and Purchase Agreement" | the sale and purchase agreement dated [ ] July 2026 entered into between the Vendors, the Offeror and Purchaser B in relation to the sale and purchase of the Sale Shares |
| "Sale Shares" | 326,876,000 Shares acquired by the Offeror and Purchaser B in aggregate pursuant to the Sale and Purchase Agreement, representing approximately 65.14% of the total issued share capital of the Company |
| "SFC" | the Securities and Futures Commission of Hong Kong |

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| "SFO" | the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) |
| "Share(s)" | ordinary share(s) of HK$0.01 each in the share capital of the Company |
| "Share Charges" | Share Charge (Offeror) and Share Charge (Purchaser B) collectively |
| "Share Charge (Offeror)" | the charge dated [ ] July 2026 by and between the Offeror as chargor and Get Nice as chargee in respect of the charge over all of the 244,964,000 Sale Shares acquired by the Offeror upon Completion and any Offer Shares to be acquired by the Offeror during the offer period (as defined under the Takeovers Code) and under the Offer as security for the Loan Facilities |
| "Share Charge (Purchaser B)" | the charge dated [ ] July 2026 by and between Purchaser B as chargor and Get Nice as chargee in respect of the charge over all of the 81,912,000 Sale Shares acquired by Purchaser B upon Completion as security for the Loan Facilities |
| "Shareholder(s)" | holder(s) of Share(s) |
| "Stock Exchange" | The Stock Exchange of Hong Kong Limited |
| "subsidiaries" | has the meaning ascribed to it under the Listing Rules |
| "Takeovers Code" | the Hong Kong Codes on Takeovers and Mergers, as amended, supplemented or otherwise modified from time to time |
| "TFI" | TFI Capital Limited, a corporation licensed by the SFC to carry out Type 6 (advising on corporate finance) regulated activities under the SFO, being the Financial Adviser to the Offeror |
| "US Dollar" | the lawful currency of the United States of America |
| "Vendor A" | Best Matrix Global Limited, a company incorporated in BVI with limited liability, which is wholly and beneficially owned by Vendor D and holds 143,796,000 Shares, representing approximately 28.65% of the total issued share capital of the Company as at the date of this joint announcement |
| "Vendor B" | Orange Blossom International Limited, a company incorporated in BVI with limited liability, which is wholly and beneficially owned by Vendor E and holds 82,088,000 Shares, representing |

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| | approximately 16.36% of the total issued share capital of the Company as at the date of this joint announcement |
| "Vendor C" | Leader Speed Limited, a company incorporated in BVI with limited liability, which is wholly and beneficially owned by Vendor F and holds 76,060,000 Shares, representing approximately 15.16% of the total issued share capital of the Company as at the date of this joint announcement |
| "Vendor D" | Mr. Lee Kam Hung, who is an executive Director and holds 3,968,000 Shares, representing approximately 0.79% of the total issued share capital of the Company as at the date of this joint announcement |
| "Vendor E" | Mr. Yeung Kwong Fat, who is an executive Director and holds 15,112,000 Shares, representing approximately 3.01% of the total issued share capital of the Company as at the date of this joint announcement |
| "Vendor F" | Mr. Luk Yau Chi Desmond, who is an executive Director and holds 5,852,000 Shares, representing approximately 1.17% of the total issued share capital of the Company as at the date of this joint announcement |
| "Vendors" | Vendor A, Vendor B, Vendor C, Vendor D, Vendor E and Vendor F collectively |
| "%" | per cent |

By order of the board of
**Lia Investment Limited**
**Lan Shuen Ming**
*Director*

By order of the Board of
**World-Link Logistics (Asia) Holding Limited**
**[*]**
*[*]*

Hong Kong, [ ] 2026

*As at the date of this joint announcement, Mr. Lan Shuen Ming and Ms. Hu Lio Shixia are the directors of the Offeror. The directors of the Offeror jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than that relating to the Group) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than that expressed by the Directors) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement, the omission of which would make any statements in this joint announcement misleading.*

*As at the date of this joint announcement, the Board comprises Mr. Yeung Kwong Fat, Mr. Lee Kam Hung and Mr. Luk Yau Chi as executive Directors, and Mr. Mak Tung Sang, Mr. Jung Chi Pan, Peter and Ms. Lai Bibiana Wing Ying as independent non-executive Directors.*

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