MAN SHUN GROUP (HOLDINGS) LIMITED
萬順集團(控股)有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 1746)

(I) ANNOUNCEMENT PURSUANT TO RULE 3.7 OF THE TAKEOVERS CODE, RULE 13.09 OF THE LISTING RULES AND THE INSIDER INFORMATION PROVISIONS UNDER PART XIVA OF THE SECURITIES AND FUTURES ORDINANCE AND (II) RESUMPTION OF TRADING

This announcement is made by the Company pursuant to Rule 3.7 of the Takeovers Code, Rule 13.09 of the Listing Rules and the Inside Information Provisions (as defined under the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

THE LETTER OF INTENT

The Board was informed by the Vendors that, on 9 July 2026 (after trading hours), the Vendors entered into the Letter of Intent with the Potential Purchaser. The Letter of Intent set out certain preliminary terms in relation to the possible sale by the Vendors of the Sale Shares indirectly held by them to the Potential Purchaser or such entities controlled by the Potential Purchaser (i.e., the Possible Transaction), which may, if materialised, lead to a change in control of the Company and a mandatory general offer under the Takeovers Code for all the issued Shares (other than those already owned by or agreed to be acquired by the Potential Purchaser or parties acting in concert with it, if any). As of the date of this announcement, the Vendors indirectly hold 750,000,000 Shares through Prime Pinnacle, representing 75% of the total issued share capital of the Company.

The Potential Purchaser and its ultimate beneficial owners are third parties independent of, and not connected with the Company and its connected persons. The Vendors and the Potential Purchaser will enter into further negotiations based on the principal terms and conditions of the Letter of Intent with a view to entering into the Formal Agreement.

The principal terms of the Letter of Intent are as follows:

Exclusivity Period

Pursuant to the terms of the Letter of Intent, the Vendors (including their agents and affiliates) shall not without the prior written consent of the Potential Purchaser, directly or indirectly, (a) solicit, accept or negotiate any offer from, or make any commitment to, any person or entity (other than the Potential Purchaser and/or its affiliates) in respect of the Sale Shares; (b) co-operate with any due diligence by, or provide information on the business, financial or project details of the Group to, any such person or entity; or (c) publicly or privately negotiate or sign any document (whether or not legally binding) concerning the sale, pledge or encumbrance of the Sale Shares or the sale or transfer of the assets of the Company for a period of 90 working days from the date of signing of the Letter of Intent (i.e., expiring on 13 November 2026, or subject to the adjustment as described in the paragraph headed "Outbound Investment Approval" below and/or a later date agreed by the parties) (the "**Exclusivity Period**"). Any pre-existing arrangements falling within the foregoing shall be terminated upon signing of the Letter of Intent. In the event of breach of the aforesaid, the Vendors shall refund the Deposit (as defined below) and pay an additional sum of HK$20,000,000 as liquidated damages to the Potential Purchaser, and the Potential Purchaser shall be entitled to unilaterally terminate the Letter of Intent.

Formal Agreement

The Vendors are the ultimate beneficial owners and directors of Prime Pinnacle, which is the direct holder of the Sale Shares, and they have executed the Letter of Intent in their capacity as the controlling shareholders and directors of Prime Pinnacle to demonstrate their commitment to the Possible Transaction. The Possible Transaction remains subject to the negotiation and execution of a Formal Agreement. In the event that the Possible Transaction materialises, the Vendors will procure Prime Pinnacle to enter into the Formal Agreement with the Potential Purchaser as the vendor.

Deposit

As at the date of the announcement, the Potential Purchaser has paid a deposit to the Vendors in the sum of HK$20,000,000 (the "**Deposit**"). The Vendors shall be entitled to forfeit the entire Deposit upon the occurrence of any of the following circumstances: (i) the Potential Purchaser is in material breach of the Letter of Intent and fails to remedy such breach within ten (10) business days after receipt of written notice from the Vendors; (ii) the Potential Purchaser fails to obtain the Outbound Investment Approval within the Exclusivity Period (including any extension agreed in writing between the Vendors and the Potential Purchaser), whether due to the Potential Purchaser or the approving authority; or (iii) the Potential Purchaser unilaterally terminates the Letter of Intent by serving written notice on the Vendors.

Subject to the signing of the Formal Agreement, the Deposit shall be applied towards part of the consideration for the Possible Transaction pursuant to the terms of the Formal Agreement.

Pursuant to the terms of the Letter of Intent, in the event of certain material breaches by the Vendors (including among other things, breach of the exclusivity undertaking, provision of false, misleading or fraudulent information to the Potential Purchaser, or refusal without reasonable cause to co-operate with the Potential Purchaser's application for the Outbound Investment Approval), the Vendors shall, within three (3) business days after receipt of written notice from the Potential Purchaser, return the Deposit in full and pay an additional sum of HK$20,000,000 to the Potential Purchaser by way of liquidated damages, totalling HK$40,000,000.

Outbound Investment Approval

The completion of the Possible Transaction is conditional upon the Potential Purchaser obtaining the requisite Outbound Investment Approval from the relevant authorities of the People's Republic of China. Pursuant to the terms of the Letter of Intent, the Potential Purchaser shall obtain the Outbound Investment Approval during the Exclusivity Period. The Vendors shall provide reasonable assistance to the Potential Purchaser in connection with the Outbound Investment Approval, including but not limited to providing all requested information by the Potential Purchaser within the agreed timeframe. In the event that the provision of information is delayed due to reasons attributable to the Vendors, the Exclusivity Period shall be extended by the number of days resulting from such delay.

Binding Effect

The Letter of Intent does not create legally binding obligations on the parties in relation to the Possible Transaction except for such terms relating to the Exclusivity Period, the Deposit, confidentiality, termination, notice and expenses.

Save for the Letter of Intent, as at the date of this announcement, no formal or legally binding agreement has been entered into between the Vendors and the Potential Purchaser or any other parties in respect of the Possible Transaction.

POSSIBLE GENERAL OFFER FOR THE SHARES AND TAKEOVERS CODE IMPLICATIONS

Subject to the Formal Agreement being entered into and the satisfaction or waiver (as the case may be) of such conditions precedent to completion as may be specified therein, it is contemplated that upon completion of the Possible Transaction, the Potential Purchaser and parties acting in concert with it will hold 75% of the issued share capital of the Company. In accordance with the requirement of the Takeovers Code, if the Possible Transaction materialises, an obligation on the part of the Potential Purchaser and parties acting in concert with it will be triggered for them to make a mandatory unconditional general offer for all the issued Shares (other than those already owned or agreed to be acquired by the Potential Purchaser and parties acting in concert with it) under Rule 26.1 of the Takeovers Code.

As at the date of this announcement, no Formal Agreement has been entered into in respect of the Possible Transaction. The negotiations between the Vendors and the Potential Purchaser are still in progress and the Possible Transaction may or may not proceed.

MONTHLY UPDATE

In compliance with Rule 3.7 of the Takeovers Code, the Board will keep the market informed in compliance with the Listing Rules and the Takeovers Code and in particular by way of announcement on a monthly basis until the publication of an announcement of (i) a firm intention to make an offer under Rule 3.5 of the Takeovers Code; or (ii) a decision not to proceed with an offer is made.

SECURITIES OF THE COMPANY

As at the date of this announcement, the Company has 1,000,000,000 Shares in issue and does not have any other outstanding convertible securities, options and warrants. Save as disclosed above, the Company has no other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) as at the date of this announcement.

DEALING DISCLOSURES

For the purpose of the Takeovers Code, the offer period commences on the date of this announcement, being 10 July 2026. In accordance with Rule 3.8 of the Takeovers Code, respective associates of the Company and the Potential Purchaser (as defined under the Takeovers Code which includes, among others, any person who owns or controls 5% or more of any class of relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company or the Potential Purchaser) are reminded to disclose their dealings in the securities of the Company under Rule 22 of the Takeovers Code.

RESPONSIBILITIES OF STOCKBROKERS, BANKS AND OTHER INTERMEDIARIES

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."

WARNING

There is no assurance that the Possible Transaction will materialise or eventually be consummated and the relevant discussions may or may not lead to a general offer under Rule 26.1 of the Takeovers Code. The Possible Transaction may or may not proceed. Shareholders and potential investors should exercise caution when dealing in the securities of the Company, and if they are in any doubt about their position, they should consult their professional adviser(s).

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 10 July 2026 pending release of this announcement. Application has been made to the Stock Exchange for resumption of trading in the Shares with effect from 9:00 a.m. on 13 July 2026.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context requires otherwise:

"acting in concert"	has the same meaning as ascribed to it under the Takeovers Code
"Board"	the board of Directors
"Company"	Man Shun Group (Holdings) Limited (萬順集團(控股)有限公司), an exempted company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Stock Exchange (stock code: 1746)
"connected person(s)"	has the same meaning as ascribed to it under the Listing Rules
"Directors"	directors of the Company
"Executive"	the Executive Director of the Corporate Finance Division of the SFC and any of his delegates
"Formal Agreement"	a formal agreement to be entered into by the Potential Purchaser and Prime Pinnacle (procured by the Vendors) with respect to the Possible Transaction
"Group"	the Company and its subsidiaries
"HK$"	Hong Kong dollar(s), the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China

"Letter of Intent"	a non-legally binding letter of intent for acquisition of Shares (股份收購意向書) entered into on 9 July 2026 between the Vendors and the Potential Purchaser in relation to the Possible Transaction
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Outbound Investment Approval"	the requisite outbound investment approvals to be obtained by the Potential Purchaser from the relevant authorities of the People's Republic of China in connection with the Possible Transaction
"Prime Pinnacle"	Prime Pinnacle Limited, a company incorporated in the Republic of Seychelles with limited liability, which is beneficially owned as to 51% and 49% by Mr. Cheung Yuen Tung, an executive Director and the chairman of the Board, and Mr. Cheung Yuen Chau, an executive Director, respectively
"Possible Transaction"	the possible sale by the Vendors of the Sale Shares indirectly held by them to the Potential Purchaser or such entities controlled by the Potential Purchaser
"Potential Purchaser"	Sichuan Wanlexin Technology Company Limited* (四川萬樂鑫科技有限公司), which in turn is owned as to 99% by Guo Wancai (郭萬才) and 1% by Gu Zhipeng (顧志鵬), being the potential purchaser in relation to the Possible Transaction and an independent third party not connected to the Company and its connected person(s)
"Sale Shares"	750,000,000 Shares indirectly held by the Vendors through Prime Pinnacle, representing 75% of the total number of issued Shares as at the date of this announcement
"SFC"	the Securities and Futures Commission of Hong Kong
"Share(s)"	share(s) of nominal value of HK$0.01 each in the share capital of the Company
"Shareholder(s)"	registered holder(s) of the issued Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Takeovers Code"	the Code on Takeovers and Mergers issued by the SFC and as amended from time to time

"Vendors"	(i) Mr. Cheung Yuen Tung, an executive Director and the chairman of the Board holding 51% of the issued share capital of Prime Pinnacle, and (ii) Mr. Cheung Yuen Chau, an executive Director holding 49% of the issued share capital of Prime Pinnacle
"%"	per cent.

By order of the Board of
Man Shun Group (Holdings) Limited
Mr. Cheung Yuen Tung
Chairman and Executive Director

Hong Kong, 10 July 2026

As at the date of this announcement, the Board comprises two executive Directors, namely Mr. Cheung Yuen Tung and Mr. Cheung Yuen Chau; and three independent non-executive Directors, namely Mr. Pang Kam Fai, Dickson, Mr. Law Chung Lam, Nelson and Ms. Ngai Yuk Chun.

The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this announcement and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement have been arrived at after due and careful consideration and there are no other facts not contained in this announcement, the omission of which would make any statements in this announcement misleading.

* *English transliteration for identification purpose only*