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EDICO Holdings Limited

鉅京控股有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8450)

CONNECTED TRANSACTION RELATING TO COOPERATION AGREEMENT

THE COOPERATION AGREEMENT

On 13 June 2025 (after trading hours), Voice Production, a non wholly-owned subsidiary of the Company, and StarMac entered into the Cooperation Agreement, pursuant to which the parties agreed to jointly organize the Event (i.e. the FIBA 3x3 World Tour Macau Masters 2025), whereby the parties will jointly bear the expenses associated with the Event and equally share the profits generated (if any) from the Event. The amount of the expenses associated with the Event to be borne by Voice Production is capped at HK\$4 million under the Cooperation Agreement.

LISTING RULES IMPLICATION

As at the date of this announcement, StarMac is beneficially owned as to 50% by Mr. Lou and 50% by Ms. Lou Fong Tan (who is Mr. Lou's sister). Meanwhile, Mr. Lou is a substantial shareholder of Voice Production, a non wholly-owned subsidiary of the Company, and is thus a connected person of the Company at the subsidiary level under Chapter 20 of the GEM Listing Rules. StarMac is regarded as an associate of Mr. Lou and thus a connected person of the Company at the subsidiary level. Therefore, the entering into of the Cooperation Agreement and the transactions contemplated thereunder constitute a connected transaction of the Company under Chapter 20 of the GEM Listing Rules.

As (i) Mr. Lou and StarMac are the connected persons of the Company at the subsidiary level; (ii) the Board has approved the Cooperation Agreement and the transactions contemplated thereunder; and (iii) the independent non-executive Directors have confirmed that the terms of the Cooperation Agreement are fair and reasonable and the Cooperation Agreement and the transactions contemplated thereunder are on normal commercial terms or better and in the interests of the Company and the Shareholders as a whole, by virtue of Rule 20.99 of the GEM Listing Rules, the entering into of the Cooperation Agreement and the transactions contemplated thereunder are subject to the reporting and announcement requirements, and are exempt from the circular, independent financial advice and independent shareholders' approval requirements under Chapter 20 of the GEM Listing Rules.

THE COOPERATION AGREEMENT

On 13 June 2025 (after trading hours), Voice Production, a non wholly-owned subsidiary of the Company, and StarMac entered into the Cooperation Agreement, pursuant to which the parties agreed to jointly organize the Event. The principal terms of the Cooperation Agreement are as follows:

Date

13 June 2025 (after trading hours)

Parties

- (i) Voice Production; and
- (ii) StarMac

Subject matter

Pursuant to the Cooperation Agreement, Voice Production and StarMac agreed to jointly organize the Event. The Event in subject is a yearly basketball tournament (comprising a team competition, a shoot-out contest, a dunking contest and entertainment activities) to be hosted by StarMac in Macau in October 2025. FIBA had officially assigned to StarMac the organization of the Event.

Cooperation arrangement

Pursuant to the Cooperation Agreement, the parties will jointly bear the expenses associated with the Event, and such amount to be borne by Voice Production is capped at HK\$4 million. Such amount was determined based on an estimated budget of HK\$8 million for the Event (comprising expenses related to, among others, player invitations and associated costs, transportation and accommodation, venue rental and setup, event production and coordination, insurance and security measures, transportation and logistics, guest invitations and hospitality, as well as marketing and promotion), which was prepared by StarMac with reference to the historical expenses incurred from hosting the FIBA 3x3 World Tour Macau Masters 2024 and prevailing market quotations or rates.

Voice Production agreed to make an advance payment of HK\$4 million (designated solely for disbursing the expenses associated with the Event) to StarMac within five business days from the date of the Cooperation Agreement. Such advance payment will be satisfied by the internal resources of the Group.

StarMac will be responsible for (i) preparing a comprehensive event proposal and detailed budget, to be executed upon written confirmation by both parties; and (ii) managing local coordination and preparatory initiatives for the Event. All matters relating to the implementation of the Event, including but not limited to design and scheduling of event workflow, venue planning and setup, sponsor entitlements, technical execution, staffing and operational services, catering services and hygiene management as well as contingency plan, must be mutually confirmed in writing by both parties before execution.

Profit sharing

Pursuant to the Cooperation Agreement, StarMac should prepare and deliver to Voice Production a comprehensive income and expenditure report (the “**Report**”) within 30 business days following completion of the Event. If the Report indicates a net profit (i.e. total incomes generated directly or indirectly from the Event less total expenses incurred therefrom), StarMac should remit to Voice Production within 14 days following Voice Production’s signature of the Report or within seven days following any written objection raised by Voice Production (as determined by the accountant to be a net profit), whichever is earlier: (i) 50% of the net profit; and (ii) the advance payment made or any other expenses paid by Voice Production for the Event.

StarMac has irrevocably undertaken to Voice Production that, in the event of a net loss or breakeven, it will unconditionally refund to Voice Production the advance payment made or any expenses incurred by Voice Production for the Event in full within 14 days following Voice Production’s signature of the Report or within seven days following any written objection raised by Voice Production, whichever is earlier.

Having considered that (i) the cost and profit-sharing arrangements are determined in equal proportions after arm’s length negotiation between the parties on normal commercial terms; and (ii) Voice Production will, in any event, be reimbursed for the advance payment made or any expenses incurred for the Event, the Directors (including the independent non-executive Directors) are of the view that the terms of the Cooperation Agreement are fair and reasonable and the Cooperation Agreement and the transactions contemplated thereunder are on normal commercial terms or better.

Termination

Voice Production shall have the right to terminate the Cooperation Agreement immediately upon written notice to StarMac upon the occurrence of: (i) StarMac’s breach of relevant clauses in the Cooperation Agreement; (ii) deterioration of financial conditions of StarMac impacting the execution of the Event; or (iii) any other circumstances that Voice Production reasonably believes may harm the interests of the Event. Upon such termination, StarMac shall refund to Voice Production the advance payment made or any expenses incurred by Voice Production for the Event in full within seven days following the termination written notice and shall indemnify Voice Production against any incidental or consequential losses or damages.

REASONS FOR AND BENEFITS OF THE COOPERATION AGREEMENT

The Company is an investment holding company incorporated in the Cayman Islands with limited liability. The Group principally engages in the business of providing 24-hour integrated printing services for customers mainly in the financial and capital markets in Hong Kong.

Due to headwind and slowdown in Hong Kong capital market, the Group has experienced net losses for three consecutive financial years ended 30 September 2022, 2023 and 2024. Furthermore, the revenue of the Group decreased by approximately 42.6% from approximately HK\$14.9 million for the six months ended 31 March 2024 to approximately HK\$8.6 million for the six months ended 31 March

2025. As stated in the annual report of the Company for the year ended 30 September 2024, it has been the Company's intention to proactively explore new business opportunities. While continuing to maintain prudent cost control and strengthen operational capabilities for financial printing business in the difficult times, the Group intends to diversify its business and broaden its income streams by undertaking entertainment programs production and events planning such as concerts and sports events.

The Board believes that, by capitalizing on the collaboration with StarMac under the Cooperation Agreement and leveraging the expertise and experience of StarMac and Mr. Lou in producing high-quality content for sports and entertainment events, the Group will acquire valuable industry insights and unlock more business opportunities. In addition, FIBA events stand as the most prestigious international basketball tournaments. As a co-organizer of the Event, the Group will gain global exposure and significant market recognition, thus positioning itself well within the entertainment programs production sector. Besides, the profit-sharing arrangement under the Cooperation Agreement will broaden the Group's sources of income and enhance its value to the Shareholders.

Based on the foregoing, the Directors (including the independent non-executive Directors) are of the view that the terms of the Cooperation Agreement are fair and reasonable and the Cooperation Agreement and the transactions contemplated thereunder are on normal commercial terms or better and in the interests of the Company and the Shareholders as a whole.

INFORMATION OF VOICE PRODUCTION

Voice Production is a company incorporated in the BVI with limited liability and its principal business is the production of entertainment programs and events planning. As at the date of this announcement, Voice Production is beneficially owned as to 65% by the Company and 35% by Mr. Lou.

INFORMATION OF STARMAC

StarMac is a company incorporated under the laws of Macau with limited liability and is principally engaged in the business of entertainment programs production and events planning. It specializes in the organization of concerts, artist showcases, sports events, exhibitions, and the provision of comprehensive production services.

In addition to the FIBA 3x3 World Tour Macau Masters since 2023, StarMac has hosted various prominent sports events in Macau, Hong Kong and the PRC, including but not limited to the International Volleyball Federation (FIVB) Women's Volleyball Nations League, the 3x3 Greater Bay Area Tour, the National Youth Basketball Open, the Dartslive Open and the international marathons. Since 2018, it has been actively involved in the entertainment industry and has hosted numerous innovative concerts and world tours featuring Korean pop music groups such as "GOT7 2018 Eyes On You World Tour" and "Super Junior World Tour — Super Show 8: Infinite Time", and famous Taiwanese artists such as "Wakin Chau World Tour Live", "Jam Hsiao Wild / Mild World Tour", "Rainie Yang LIKE A STAR World Tour Concert", "Cyndi Wang SUGAR HIGH World Tour Concert" and "Rachel Liang Scenery From The Passenger's Seat Asia Tour" in Macau.

As at the date of this announcement, StarMac is beneficially owned as to 50% by Mr. Lou and 50% by Ms. Lou Fong Tan (being Mr. Lou's sister), who are entrepreneurs. Mr. Lou has extensive experience in the local sports community in Macau and has served as a member of the Sports Committee of Macau for multiple terms. Leveraging his extensive experience in organizing sports events and capitalizing on local government policy initiatives, Mr. Lou has led StarMac in successfully hosting numerous concerts and world tours, with an unwavering dedication to the diversified development of Macau's economy. He was honored with the Entertainment Leading Excellence Award at the 8th Business Awards of Macau in 2025 in recognition of his outstanding contributions to the entertainment industry.

LISTING RULES IMPLICATION

As at the date of this announcement, StarMac is beneficially owned as to 50% by Mr. Lou and 50% by Ms. Lou Fong Tan (who is Mr. Lou's sister). Meanwhile, Mr. Lou is a substantial shareholder of Voice Production, a non wholly-owned subsidiary of the Company, and is thus a connected person of the Company at the subsidiary level under Chapter 20 of the GEM Listing Rules. StarMac is regarded as an associate of Mr. Lou and thus a connected person of the Company at the subsidiary level. Therefore, the entering into of the Cooperation Agreement and the transactions contemplated thereunder constitute a connected transaction of the Company under Chapter 20 of the GEM Listing Rules.

As (i) Mr. Lou and StarMac are the connected persons of the Company at the subsidiary level; (ii) the Board has approved the Cooperation Agreement and the transactions contemplated thereunder; and (iii) the independent non-executive Directors have confirmed that the terms of the Cooperation Agreement are fair and reasonable and the Cooperation Agreement and the transactions contemplated thereunder are on normal commercial terms or better and in the interests of the Company and the Shareholders as a whole, by virtue of Rule 20.99 of the GEM Listing Rules, the entering into of the Cooperation Agreement and the transactions contemplated thereunder are subject to the reporting and announcement requirements, and are exempt from the circular, independent financial advice and independent shareholders' approval requirements under Chapter 20 of the GEM Listing Rules.

None of the Directors has a material interest in the Cooperation Agreement and the transactions contemplated thereunder, and therefore none of the Directors was required to abstain from voting on the resolution(s) of the Board in approving the Cooperation Agreement and the transactions contemplated thereunder.

DEFINITIONS

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

“associate(s)”	has the meaning ascribed to it under the GEM Listing Rules
“Board”	the board of Directors
“BVI”	the British Virgin Islands
“Company”	EDICO Holdings Limited (鉅京控股有限公司*), an exempted company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on GEM of the Stock Exchange (stock code: 8450)
“connected person(s)”	has the meaning ascribed to it under the GEM Listing Rules
“Cooperation Agreement”	the cooperation agreement dated 13 June 2025 entered into by Voice Production and StarMac in relation to the joint organization of the Event
“Director(s)”	the director(s) of the Company
“Event”	the FIBA 3x3 World Tour Macau Masters 2025
“FIBA”	the International Basketball Federation
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM of the Stock Exchange
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Macau”	the Macau Special Administrative Region of the PRC
“Mr. Lou”	Mr. Lou Kit Long (老傑龍先生)
“PRC”	the People’s Republic of China
“Share(s)”	share(s) of par value of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of Share(s)

“StarMac”	StarMac Entertainment & Production Limited, a company incorporated under the laws of Macau with limited liability
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Voice Production”	The Voice Production Limited, a company incorporated in the BVI and a non wholly-owned subsidiary of the Company
“%”	per cent.

By order of the Board of
EDICO Holdings Limited
Ip Tsz King
Executive Director

Hong Kong, 13 June 2025

As at the date of this announcement, the executive Directors are Mrs. Donati Chan Yi Mei Amy (chief executive officer) and Mr. Ip Tsz King; the non-executive Director is Ms. Ma Chui Ki Venus; and the independent non-executive Directors are Mr. Iu Wai Kit, Mr. Tang Chi Chiu and Mr. So Yiu Tung.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the “Latest Listed Company Information” page of the website of the Stock Exchange for a minimum period of 7 days from the date of its publication and on the Company’s website at www.edico.com.hk.

* *For identification purpose only*