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**烟台北方安德利果汁股份有限公司**

**Yantai North Andre Juice Co., Ltd.\***

*(a joint stock limited company incorporated in the People's Republic of China)*

**(Stock code : 02218)**

**INSIDE INFORMATION  
IN RELATION TO  
ENTERING INTO OF THE EQUITY TRANSFER FRAMEWORK  
AGREEMENT AND POSSIBLE ACQUISITION OF CONTROL  
OVER NINGBO YONGQIANG TECHNOLOGY CO., LTD.**

This announcement is made by Yantai North Andre Juice Co., Ltd.\* (the “**Company**”) pursuant to the Inside Information Provisions under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and Rule 13.09(2)(a) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Hong Kong Listing Rules**”).

**EQUITY TRANSFER FRAMEWORK AGREEMENT**

The board of directors (the “**Directors**”) of the Company (the “**Board**”) announces that on 15 June 2026, the Resolution in relation to Entering into the Equity Transfer Framework Agreement was considered and approved at the tenth meeting of the ninth session of the Board of the Company, and the Company entered into an equity transfer framework agreement (the “**Equity Transfer Framework Agreement**”) with Ningbo Yongqiang Technology Co., Ltd. (寧波甬強科技有限公司) (the “**Target Company**” or “**Yongqiang Technology**”) and shareholders of the Target Company, namely JIANGQI HE, QIANG YUAN, Ningbo Yuanluzai Technology Partnership (Limited Partnership) (寧波源路載科技合夥企業(有限合夥)) (collectively, the “**Transferors**”) on 15 June 2026.

Pursuant to the Equity Transfer Framework Agreement, the Company intends to acquire control over Yongqiang Technology, and the Transferors intend to transfer part of the equity interests in Yongqiang Technology held by them to the Company (the “**Potential Acquisition**”). The specific number and percentage of equity interests to be transferred, the final transaction consideration and the payment method in respect of the Potential Acquisition have not been determined, and shall be further agreed by the above Transferors, Target Company and other shareholders who intend to transfer the equity interest in the Target Company (if any) when they enter into a formal acquisition agreement (the “**Acquisition Agreement**”) in the future.

\* *For identification purpose only*

The final transaction consideration for the Potential Acquisition will be further negotiated and determined by the parties based on the valuation results set out in the asset valuation report issued by an asset valuation agency engaged by the Company.

As at the date of this announcement, JIANGQI HE and QIANG YUAN are persons acting in concert. They held, in aggregate, 36.16% equity interest in Yongqiang Technology. JIANGQI HE indirectly controlled 6.80% equity interest in Yongqiang Technology through Ningbo Yuanluzai Technology Partnership (Limited Partnership) (寧波源路載科技合夥企業(有限合夥)). JIANGQI HE and QIANG YUAN controlled, in aggregate, 42.96% equity interest in Yongqiang Technology, and they are the controlling shareholders and de facto controllers of Yongqiang Technology.

## **DEPOSIT ARRANGEMENT**

Pursuant to the Equity Transfer Framework Agreement, the Company is required to pay RMB45 million as the acquisition deposit to the jointly managed bank account jointly designated by the Company and the Transferors within two days after the signing of the Equity Transfer Framework Agreement. Such deposit will be placed in the jointly managed account, and any use of the funds in such account shall be subject to the joint written confirmation of the Company and the Transferors. Upon the signing and effectiveness of the Acquisition Agreement and payment of the first installment by the Company, the deposit together with any interest accrued thereon shall be returned to the Company. Unless otherwise agreed by the parties, if the Company terminates the Potential Acquisition without cause, the deposit shall vest in the Transferors. If the Transferors or the Target Company unilaterally terminates the Potential Acquisition without cause, the Transferors shall pay RMB45 million as liquidated damages to the Company and return the deposit. If the Potential Acquisition cannot be completed due to force majeure or other matters not attributable to the fault of the Company or the Transferors, the deposit of RMB45 million shall be returned from the jointly managed account to the Company, and none of the parties shall be liable for breach.

## **TERMINATION**

Unless otherwise agreed in the Equity Transfer Framework Agreement or required by applicable laws and regulations, the Equity Transfer Framework Agreement may be terminated upon the occurrence of any of the following circumstances: the parties fail to enter into the Acquisition Agreement within four months after the Equity Transfer Framework Agreement becomes effective, the parties mutually agree to terminate it, or any party materially breaches its obligations under the Equity Transfer Framework Agreement, resulting in the Potential Acquisition being unable to be implemented.

## **INFORMATION ON THE TARGET COMPANY**

Yongqiang Technology was established on 16 December 2019. Its scope of business includes general business activities: research and development of specialised electronic materials; integrated circuit design; integrated circuit chip design and related services; technical services, technical development, technical consultation, technical exchange, technology transfer and technology promotion; wholesale of computer software, hardware and peripheral equipment; sale of specialised electronic materials;

investment activities using its own funds (for items other than those subject to approval in accordance with the law, business activities may be carried out independently with the business licence in accordance with the law).

## **HONG KONG LISTING RULES IMPLICATIONS**

As at the date of this announcement, to the Directors' knowledge, information and belief, having made all reasonable enquiries, the Transferors and the Target Company are independent third parties and are not connected persons of the Company under the Hong Kong Listing Rules.

With respect to the deposit arrangement under the Equity Transfer Framework Agreement, as all applicable percentage ratios are below 5%, the deposit arrangement does not constitute a discloseable transaction of the Company under Chapter 14 of the Hong Kong Listing Rules.

Based on information currently available to the Company and preliminary assessment, it is expected that the transaction consideration for the Potential Acquisition will be approximately RMB600 million to RMB800 million. If the Potential Acquisition materializes, it is expected to constitute a discloseable transaction of the Company under Chapter 14 of the Hong Kong Listing Rules. The Company intends to pay the transaction consideration for the Potential Acquisition with its own funds or self-raised funds. Upon signing of the Acquisition Agreement, the Company will make further announcement(s) in compliance with the applicable requirements of the Hong Kong Listing Rules, and will comply with other applicable requirements.

**The Equity Transfer Framework Agreement is merely an indicative cooperation document for each party, which is subject to the written confirmation from the Target Company's shareholders that they will waive their pre-emptive rights, co-sale rights and other special rights. There are uncertainties as to whether the Potential Acquisition will ultimately be implemented and the progress of such implementation. The specific equity percentage, final transaction consideration and payment method in respect of the Potential Acquisition shall be subject to further negotiation among the parties and will be determined in the Acquisition Agreement.**

**Therefore, the Potential Acquisition may or may not proceed. The shareholders of the Company and potential investors are urged to exercise caution in dealing in the shares of the Company.**

By order of the Board  
**Yantai North Andre Juice Co., Ltd.\***  
**Wang An**  
*Chairman*

Yantai, the PRC, 15 June 2026

*As of the date of this announcement, the executive Directors of the Company are Mr. Wang An, Mr. Zhang Hui, Ms. Wang Meng and Mr. Wang Yan Hui, the non-executive Directors are Mr. Liu Tsung-Yi and Mr. Zhang Wei, and the independent non-executive Directors are Mr. Gong Fan, Ms. Wang Yan and Mr. Wang Chang Qing.*

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