Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this 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 announcement.

Neo-Neon Holdings Limited
同方友友控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 01868)

RENEWAL OF CONTINUING CONNECTED TRANSACTIONS AND MAJOR TRANSACTION PROVISION OF LOANS

References are made to the announcement of the Company dated 3 January 2023 and the circular of the Company dated 9 February 2023 in relation to the 2023 Loan Agreement entered into between the Company, Tongfang Science Park and Tongfang for provision of loan(s) of not exceeding RMB400,000,000 from 13 March 2023 to 12 March 2026 for a term of 3 years.

2025 Loan Agreement

As the loan and the annual caps under the 2023 Loan Agreement will expire on 12 March 2026, on 21 October 2025 (after trading hours), the Company, Tongfang Science Park and Tongfang entered into the 2025 Loan Agreement, pursuant to which the Company and Tongfang Science Park will provide revolving loan(s) of not exceeding RMB600,000,000 to Tongfang during the term of the 2025 Loan Agreement commencing from 13 March 2026 to 12 March 2029 for a term of 3 years.

Listing Rules Implication

As at the date of this announcement, Tongfang is a controlling shareholder of the Company by virtue of its direct 100% interest in Resuccess Investments Limited, which in turn holds approximately 64.81% of the total issued share capital of the Company, and is therefore a connected person of the Company.

Accordingly, the Provision of Loans by the Lender to Tongfang pursuant to the 2025 Loan Agreement constitutes continuing connected transactions of the Company under Chapter 14A of Listing Rules. As one or more of the applicable percentage ratios (other than the profits ratio) of the Annual Cap exceed 5%, the 2025 Loan Agreement and the transactions contemplated thereunder are subject to the reporting, announcement, annual review and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios in relation to the Provision of Loans under the 2025 Loan Agreement exceed 25%, the Provision of Loans constitutes major transaction of the Company and is subject to the relevant major transaction requirements under Chapter 14 of the Listing Rules.

INTRODUCTION

References are made to the announcement of the Company dated 3 January 2023 and the circular of the Company dated 9 February 2023 in relation to the 2023 Loan Agreement entered into between the Company, Tongfang Science Park and Tongfang for provision of loan(s) of not exceeding RMB400,000,000 from 13 March 2023 to 12 March 2026 for a term of 3 years.

As the loan and the annual caps under the 2023 Loan Agreement will expire on 12 March 2026, on 21 October 2025 (after trading hours), the Company, Tongfang Science Park and Tongfang entered into the 2025 Loan Agreement, pursuant to which the Company and Tongfang Science Park will provide revolving loan(s) of not exceeding RMB600,000,000 to Tongfang during the term of the 2025 Loan Agreement commencing from 13 March 2026 to 12 March 2029 for a term of 3 years.

2025 LOAN AGREEMENT

The principal terms of the 2025 Loan Agreement are set out below:

Date:	21 October 2025
Parties:	(1) the Company and (2) Tongfang Science Park (together, as the Lender); and (3) Tongfang (as the Borrower)
Cap amount of loans:	Not exceeding RMB600,000,000 (the "**Cap Amount**")
Use of loans:	All amounts borrowed by Tongfang under the 2025 Loan Agreement shall be used for the daily operating expenses, research and development expenses, and replenishment of working capital required by Tongfang's legitimate business activities and shall not be used for any other purposes without the Lender's written consent.
Term:	From 13 March 2026 to 12 March 2029 for a term of 3 years

Reborrowing:	Tongfang may reborrow any amount which has been repaid to the Lender in accordance with the terms of the 2025 Loan Agreement, provided that the aggregate outstanding principal amount of all loan(s) shall not exceed the Cap Amount at any time during the term of the 2025 Loan Agreement.
Interest rates:	The interest rates to be charged by the Lender shall be determined by negotiation between the Lender and Tongfang and shall not be lower than (i) the loan prime rate promulgated by the People's Bank of China from time to time; (ii) the interest rates offered by the major commercial banks in the PRC; and (iii) the interest rates offered by the Lender to other independent third parties (if any), for the same type of loans.
Repayment:	The repayment date for each loan advanced by the Lender to Tongfang under the 2025 Loan Agreement shall be set out on a receipt of loan separately signed by the parties and such date shall fall within the term of the 2025 Loan Agreement. Tongfang may, at any time after a loan has been advanced and prior to its agreed repayment date, pre-repay such loan in whole or in part together with all interest accrued thereon.
Default interest rate:	0.01% per day on the default amount, which shall accrue from the due date of payment to the date of actual payment.
Other terms:	The Lender has the sole discretion to make a decision whether to provide the loan requested by Tongfang pursuant to the 2025 Loan Agreement.
Conditions Precedent:	The compliance with all requirements under the Listing Rules, including but not limited to the approval by the Independent Shareholders of the 2025 Loan Agreement and the transactions contemplated thereunder at the EGM.

HISTORICAL TRANSACTION AMOUNTS

In April 2023, a loan with a total principal amount of RMB400,000,000 was granted to Tongfang at an interest rate of 3.65% per annum pursuant to the terms of the 2023 Loan Agreement. Such loan remained outstanding till the date of the 2025 Loan Agreement and is expected to remain outstanding till 12 March 2026.

ANNUAL CAP AND BASIS OF DETERMINATION

It is stipulated in the 2025 Loan Agreement that the maximum daily balance of the outstanding loan(s) advanced to Tongfang by the Lender for each year during the term of the 2025 Loan Agreement will be RMB600,000,000 respectively.

Such maximum daily amount is applicable for each day during the relevant year, and such maximum daily amount is calculated on an individual basis as outstanding at the end of each day during the relevant year covering the daily outstanding loan amount incurred on the days before. The Annual Cap is determined based on arm's length negotiations between the Lender and Tongfang, having considered, among others, the following factors and assumptions: (i) the historical transaction amounts under the 2023 Loan Agreement as reference; (ii) the cash and cash equivalent of the Group as at 30 June 2025 amounting to RMB607,762,000, and when Tongfang repays the loan amount of RMB400,000,000 to the Lender, it is expected that the cash and cash equivalent of the Group will amount to over RMB1 billion; and (iii) the Group has retained sufficient working capital for at least the next twelve months, as well as the development and financial requirements of Tongfang during the term of the 2025 Loan Agreement.

REASONS FOR AND BENEFITS OF ENTERING INTO THE 2025 LOAN AGREEMENT

Since 2025, heightened international geopolitical tensions, a slowdown in global economic growth, and persistent inflationary pressures have led the Group to adopt a more prudent approach towards major investments and business expansion. In view of the Group's robust financial position and healthy cash reserves, the Company intends to seize appropriate opportunities to enhance shareholder returns.

The terms of the 2025 Loan Agreement were negotiated on an arm's length basis between the Lender and Tongfang based on, among other things, the financing needs of Tongfang and the Company's assessment on the financial position and creditworthiness of Tongfang. Pursuant to the terms of the 2025 Loan Agreement, the Lender keeps the sole discretion to make its decision on whether or not to provide loans to Tongfang per its borrowing requests, as such the Group has flexibility to maintain sufficient cash resources for its operation and development while the Provision of Loans has provided the Group the opportunities to earn additional interest income from idle cash resources from time to time.

Besides, under the 2023 Loan Agreement, Tongfang withdrew a loan of RMB400,000,000 in one lump sum and such loan remained outstanding till the date of this announcement. When Tongfang repays such loan back to the Lender, it is expected that the cash and cash equivalent of the Group will amount to over RMB1 billion. The prevailing interest rate of three-year fixed-term deposits in major commercial banks in the PRC is 1.25% which is much lower than the interest rates under the 2025 Loan Agreement (which would not be lower than the one-year loan prime rate of 3.00% as published by the People's Bank of China as at the date of the 2025 Loan Agreement). Therefore, entering into the 2025 Loan Agreement will enable the Group to increase the rate of return of its cash and cash equivalents so as to increase both the interest income and the profits of the Group and the Provision of Loans is considered to be a good investment opportunity for the Group.

In view of the above reasons and benefits, despite the transactions contemplated under the 2025 Loan Agreement are not in the ordinary and usual course of business of the Company, they are on normal commercial terms or better, the Board (excluding the independent non-executive Directors whose views will be set out in the letter from the Independent Board Committee) are of the view that the terms of the 2025 Loan Agreement and the Annual Cap are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

None of the Directors has any material interests in the transactions contemplated under the 2025 Loan Agreement and no Director is required to abstain from voting on the Board resolution approving the 2025 Loan Agreement.

INTERNAL CONTROL MEASURES

In order to properly mitigate the risks associated with the Provision of Loans, the Group will continue to implement the following internal control and risk management measures:

(1) the senior management of the Company will conduct continuous monitoring of the operations of the 2025 Loan Agreement through maintaining regular communication and active interaction with Tongfang and will regularly assess the financial position of Tongfang to ensure its repayment ability. The designated staff of the Company will continue to regularly monitor and review the public disclosure made by Tongfang (as a public company) and identify any potential breach of the terms of the 2025 Loan Agreement.

    The Lender can demand the repayment of any outstanding loans in the event of any breach of the terms of the 2025 Loan Agreement by Tongfang, including the loan amounts under the 2025 Loan Agreement were used by Tongfang for purposes other than those stipulated under the 2025 Loan Agreement, the occurrence of an event that may have a material adverse effect on the rights of the Lender as the lender;

(2) before Tongfang withdraws a loan from the Lender, analysis and assessment will be conducted by the accounting department of the Company via collecting (i) the loan prime rate promulgated by the People's Bank of China; (ii) the interest rates offered by at least three major commercial banks in the PRC; and (iii) the interest rates offered by the Lender to other independent third parties (if any). With all the interest rates mentioned above collected, the Company will negotiate with Tongfang on the best interest rates to be charged. Such interest rates will set the bottom line for the loans in the negotiation process;

(3) the designated staff of the accounting department of the Company will closely monitor the aggregated outstanding loan balances and report the latest status to the chief financial officer of the Company on a monthly basis to ensure that it does not exceed the Annual Cap;

(4) the chief financial officer of the Company will report to the Board on half-yearly basis in relation to the transaction status, including the utilisation rate of the Annual Cap;

(5) the Company will set an alert alarm when the outstanding loan balance is about to reach the Annual Cap. In case that the aggregated principal amount of the loans is expected to exceed the Annual Cap, the Company could timely re-comply with the requirements under Chapter 14A of the Listing Rules;

(6) the audit committee of the Company will scrutinise the implementation and enforcement of the transactions under the 2025 Loan Agreement. If the Company's audit committee is of the view and decides that it would be in the Company's interests not to provide further loans to Tongfang, the Group will take appropriate steps to implement its decision, and in such case, any material findings in the risk assessment reports, the views of the Company's audit committee on the loans under the 2025 Loan Agreement (including its views on how the terms of the 2025 Loan Agreement have been complied with) and its decisions on matters in relation thereto will be disclosed in the Company's annual reports;

(7) the legal department of the Company will conduct regular random checks to review and assess whether the transactions contemplated under the 2025 Loan Agreement are conducted on normal commercial terms and in accordance with the terms set out in the 2025 Loan Agreement;

(8) the Company's external auditors will conduct an annual review of the transactions under the 2025 Loan Agreement to ensure that the transactions amounts are within the Annual Cap and the transactions are in accordance with the terms set out in the 2025 Loan Agreement; and

(9) the Company's independent non-executive Directors will conduct regular reviews of the status of the transactions under the 2025 Loan Agreement to ensure that the Company has complied with its internal approval process, the terms of the 2025 Loan Agreement and the relevant requirements under the Listing Rules.

Through the implementation of the aforesaid internal control measures, the Directors are of the opinions that there are sufficient internal control measures in place to secure the Provision of Loans to be conducted under the 2025 Loan Agreement will be on normal commercial terms, and will not prejudice the interests of the Company and its Shareholders as a whole.

IMPLICATION UNDER THE LISTING RULES

As at the date of this announcement, Tongfang is a controlling shareholder of the Company by virtue of its direct 100% interest in Resuccess Investments Limited, which in turn holds approximately 64.81% of the total issued share capital of the Company, and is therefore a connected person of the Company.

Accordingly, the Provision of Loans by the Lender to Tongfang pursuant to the 2025 Loan Agreement constitutes continuing connected transactions of the Company under Chapter 14A of Listing Rules. As one or more of the applicable percentage ratios (other than the profits ratio) of the Annual Cap exceed 5%, the 2025 Loan Agreement and the transactions contemplated thereunder are subject to the reporting, announcement, annual review and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios in relation to the Provision of Loans under the 2025 Loan Agreement exceed 25%, the Provision of Loans constitutes major transaction of the Company and is subject to the relevant major transaction requirements under Chapter 14 of the Listing Rules.

An Independent Board Committee has been established to advise the Independent Shareholders on the terms and the proposed Annual Cap of the 2025 Loan Agreement and the transactions contemplated thereunder. The Company has appointed Messis Capital Limited as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in this regard. A circular containing, among other things, further details of the 2025 Loan Agreement, letters from Independent Board Committee and the Independent Financial Adviser, a notice convening the EGM and other information as required under the Listing Rules, will be despatched to the Shareholders on or before 20 November 2025 as additional time is required for the preparation of the circular.

In accordance with the Listing Rules, any Shareholder with a material interest in the 2025 Loan Agreement and its close associate(s) must abstain from voting on the relevant resolution(s) at the EGM. Accordingly, CNNC and its associates (including Tongfang) will abstain from voting on the resolution in respect of the 2025 Loan Agreement to be put forward at the EGM.

Save as the aforesaid, as at the date of this announcement, the Directors are not aware of any other Shareholders who are required to abstain from voting on the resolution(s) in respect of the 2025 Loan Agreement to be put forward at the EGM.

GENERAL INFORMATION

1. Information of the Company

The Company is a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange and the Taiwan depositary receipts of which are listed on the Taiwan Stock Exchange. The Group is principally engaged in the businesses of manufacture and trading of lighting products and provision of lighting solution.

2. Information of Tongfang Science Park

Tongfang Science Park is a company established under the laws of the PRC and a subsidiary of the Company. Tongfang Science Park is principally engaged in the businesses of manufacture and trading of lighting products.

3. Information of Tongfang

Tongfang is a limited liability company established in the PRC on 25 June 1997, the shares of which are listed on the Shanghai Stock Exchange (stock code: 600100). Tongfang is mainly engaged in the businesses of digital information industry, civil nuclear technology industry and energy saving and environmental protection industry. As at the date of this announcement, Tongfang is controlled as to approximately 30.11% by CNCC, a wholly-owned subsidiary of CNNC. CNNC is principally engaged in research and development, construction, production and operation in the fields of nuclear power, nuclear fuel cycle, nuclear applications, environmental protection and nuclear engineering, as well as international cooperation, imports and exports. CNNC is ultimately and beneficially owned by the State-owned Assets Supervision and Administration Commission of the State Council* (國務院國有資產監督管理委員會).

"2023 Loan Agreement"	the maximum amount loan agreement dated 3 January 2023 entered into between the Company, Tongfang Science Park and Tongfang, pursuant to which the Lender shall provide revolving loans of not exceeding RMB400,000,000 to Tongfang during the term of agreement
"2025 Loan Agreement"	the maximum amount loan agreement dated 21 October 2025 entered into between the Company, Tongfang Science Park and Tongfang, pursuant to which the Lender shall provide revolving loans of not exceeding RMB600,000,000 to Tongfang during the term of agreement
"Annual Cap"	the annual cap for the Provision of Loans, being RMB600,000,000 for each year during the term of the 2025 Loan Agreement
"associate(s)"	has the same meaning ascribed to it under the Listing Rules
"Board"	the board of Directors
"CNCC"	China Nuclear Corporation Capital Co., Ltd.* (中國核工業集團資本控股有限公司), a company established under the laws of the PRC
"CNNC"	China National Nuclear Corporation* (中國核工業集團有限公司), a company established under the laws of the PRC
"Company"	Neo-Neon Holdings Limited, a company incorporated in the Cayman Islands with limited liability, and the Shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 1868)
"connected person(s)"	has the same meaning ascribed to it under the Listing Rules
"controlling shareholder"	has the same meaning ascribed to it under the Listing Rules
"Director(s)"	the director(s) of the Company

"EGM"	an extraordinary general meeting of the Company to be convened to consider, and if thought fit, approve, among other things, the 2025 Loan Agreement, the proposed Annual Cap and the transactions contemplated thereunder
"Group"	the Company and its subsidiaries
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Independent Board Committee"	an independent board committee established by the Company, comprising all of the independent non-executive Directors, namely Ms. Li Ming Qi, Ms. Yang Juan and Dr. Li Xuejin, for the purpose of advising the Independent Shareholders in respect of the terms of the 2025 Loan Agreement (including the proposed Annual Cap) and the transactions contemplated thereunder
"Independent Financial Adviser"	Messis Capital Limited, a licensed corporation permitted to carry out type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), being the independent financial adviser to the Independent Board Committee and the Independent Shareholders in respect of the 2025 Loan Agreement (including the proposed Annual Cap) and the transactions contemplated thereunder
"Independent Shareholders"	Shareholders other than CNNC and its associates
"Lender"	collectively, the Company and Tongfang Science Park
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time
"PRC" or "China"	the People's Republic of China, which for the purpose of this announcement only, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
"Provision of Loans"	the revolving loan facilities to be provided to Tongfang by the Lender pursuant to the 2025 Loan Agreement
"RMB"	Renminbi, the lawful currency of the PRC

"Share(s)"	the ordinary share(s) of HK$0.10 each in the share capital of the Company
"Shareholder(s)"	the holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"subsidiary(ies)"	has the same meaning ascribed to it under the Listing Rules
"Tongfang"	Tongfang Co., Ltd. (同方股份有限公司), a company established under the laws of the PRC
"Tongfang Science Park"	Guangdong Tongfang Science Park Company Limited* (廣東同方科技園有限公司), a company established under the laws of the PRC and a subsidiary of the Company
"%"	per cent.

By order of the Board
Neo-Neon Holdings Limited
Zhang Yuanyuan
Chairperson

Hong Kong, 21 October 2025

As at the date of this announcement, the executive Directors are Ms. Zhang Yuanyuan and Mr. Lian Chenwei; the non-executive Directors are Mr. Kong Lingqi and Ms. Liu Wenjing; the independent non-executive Directors are Ms. LI Ming Qi, Ms. Yang Juan and Dr. Li Xuejin.

* *For identification purpose only*