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Unity Group Holdings International Limited

知行集團控股國際有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 1539)

VOLUNTARY ANNOUNCEMENT

ENTER INTO A MEMORANDUM OF UNDERSTANDING: POTENTIAL DEVELOPMENT OF ARTIFICIAL INTELLIGENCE INFRASTRUCTURE RELATED BUSINESSES

The Board is pleased to announce on a voluntary basis regarding the latest business development of the Company.

BACKGROUND OF MEMORANDUM OF UNDERSTANDING

On 26 February 2026, the Company, the Operator and the Investor entered the MOU to, inter alia, work towards a series of business cooperations and/or transactions among the Group, the Operator (or any of his designated and controlled entity) and the Investor (and/or its affiliates or its or its affiliates' managed or advised funds) in relation to the development of AI infrastructure-related businesses on an exclusive and confidential basis. Based on the prevailing estimates by the Company and the Operator, the Transactions could involve no less than 2.1 MW electricity of AI computation capacity deployment.

Save for certain provisions such as exclusivity, confidentiality and costs and expenses, the MOU is non-binding. Further updates on the progress of the Project will be disclosed as and when appropriate.

PRINCIPAL TERMS OF THE MOU

1. Transactions:

The Transactions represent a potential series of business cooperations and/or transactions among the Group, the Operator (or any of his designated and controlled entity) and the Investor (and/or its affiliates or its or its affiliates' managed or advised funds), in relation to the development of AI Infrastructure-related businesses. Based on the prevailing estimates by the Company and the Operator, the Transactions could involve no less than 2.1 MW electricity of AI computation capacity deployment.

2. Exclusivity:

Pursuant to the terms of the MOU, the Group, the Operator and the Investor shall not, and shall cause their respective directors, officers, employees, affiliates, advisors (including financial advisors), attorneys, accountants, consultants, stockholders, partners, agents and other representatives not to, directly or indirectly, continue, solicit, initiate, participate in or encourage discussions or negotiations with, and shall refrain from having, and cease any discussions and negotiations with any third party (other than Investor), concerning any debt, convertible debt or equity financing transaction of the Group, the Operator or any of their respective affiliates, in relation to the Transactions or otherwise, or enter into any agreement, arrangement or understanding regarding the foregoing, or disclosing any information concerning the Group, the Operator or any of their respective affiliates or affording access to the properties, books or records relating to the Group, Operator or any of their affiliates, to any third party (other than the Investor) relating to the foregoing, in each case until the date falling 45 days after the date of the MOU (which shall be automatically extended by 30 days unless the Investor gives notice to the contrary).

3. Cost and Expenses:

All costs and expenses (including legal fees) reasonably incurred by the Investor in connection with the preparation, negotiation, due diligence, printing and execution of documents associated with the MOU and the Transactions shall be paid by the Company promptly on demand whether or not any definitive agreement in relation to the Transactions is signed.

4. Confidentiality:

The MOU and its content are intended for the exclusive use of the Company, the Operator and the Investor and shall not be disclosed by the Company, the Operator or the Investor to any person other than their respective legal and financial advisors who are professional advisors and are subject to professional obligations to maintain the confidentiality for the purposes of the Transactions unless with the prior written consent of the Company, the Operator or the Investor, as the case may be.

5. Professional Advice

Each of the Company, the Operator and the Investor shall be responsible to seek its or his own advice in relation to the Transactions including taxation, regulatory and legal.

6. Governing Law

The MOU shall be governed by, and construed in accordance with, the laws of Hong Kong. Any legal proceeding or action arising out of or relating to the MOU, or the transactions contemplated thereby may be brought in the courts of Hong Kong and the parties to the MOU shall submit to the exclusive jurisdiction of such courts in any such proceeding or action.

INFORMATION OF THE GROUP, THE OPERATOR AND THE INVESTOR

1. The Group

The Company is an investment holding company. The Group is principally engaged in the provision of leasing services of energy saving systems, consultancy service and artificial intelligence technology services, and trading of energy saving products.

2. The Operator

Mr. Koo completed his master degree with California Institute of Technology (Caltech) in 1994 in engineering. He has over 10 years of experience in the AI and Big-Data sector, including tenure with one of the Nvidia Cloud Partners (NCP). Under the current preparation, the Operator would be responsible to, inter alia, manage and operate the AI infrastructure. To the best of the Directors' knowledge, information, and belief, having made all reasonable enquiries, the Operator is an Independent Third Party.

3. The Investor

The Investor is a company incorporated in the British Virgin Islands with limited liability. To the best of the Directors' knowledge, information, and belief, having made all reasonable enquiries, the Investor is an Independent Third Party.

REASON FOR THE ENTERING OF THE MOU

As reported in the interim report of the Company for the 6-months ended 30 September 2025, the Group has developed a business strategy to collaborate with AI data centers on energy saving initiatives, given the significant electricity consumption required to support high performance computing. These efforts have provided the Group with valuable insights and connections into the significant potential and growth prospects of the AI computing power segment.

The MOU formalizes the exclusive working relationship among the Company, the Operator and the Investor for the purpose of finalizing definitive agreements in relation to the Transactions. It also represents, inter alia, the exclusivity and confidential provisions applicable to due diligence to be conducted by the Investor on the Company and the Operator.

The Board believes that the Transactions, if materialized, could diversify the income stream of the Group without incurring extensive initial capital expenditure, and it would open a new spectrum of business segment for the Group which is beneficial to the Group and its Shareholders as a whole.

As of the date of this announcement, no definitive agreement in relation to the Transactions has been entered by the Group. The Transactions may or may not proceed on the part of the Group. Shareholders of the Company and potential investors are advised to exercise caution when dealing in the securities of the Company.

DEFINITIONS

“AI”	Artificial intelligence
“Board”	the board of Directors
“Company”	Unity Group Holdings International 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
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules and the word “connected” shall be construed accordingly
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“Independent Third Party(ies)”	third party(ies) independent of, and not connected with, the Company and its connected persons within the meaning ascribed to such term in the Listing Rules
the “Investor”	a private limited company incorporated in the British Virgin Islands
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“MOU”	a memorandum of understanding entered by the Company, the Operator and the Investor dated 26 February 2026
“Mr. Koo” or the “Operator”	Mr. Kenneth Koo
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

the “Transactions” a series of business cooperations and/or transactions among the Group, the Operator (or any of his designated and controlled entity) and the Investor (and/or its affiliates or its or its affiliates’ managed or advised funds) in relation to the development of AI infrastructure-related businesses

By order of the Board
Unity Group Holdings International Limited
Wong Man Fai Mansfield
Chairman, Chief Executive Officer and Executive Director

Hong Kong, 2 March 2026

As at the date of this announcement, the executive director of the Company is Mr. Wong Man Fai Mansfield; the non-executive directors of the Company are Mr. Tsang Sze Wai Claudius and Ms. Cai Linda Xin Xin; and the independent non-executive directors of the Company are Mr. Chung Koon Yan, Mr. Cheung Yick Hung Jackie, Dr. Wong Chi Ying Anthony and Mr. Tang Warren Louis.

The English version of this announcement shall prevail if there is any inconsistency or ambiguity between the contents of the English version and Chinese version of this announcement.