DIGITAL HOLLYWOOD INTERACTIVE LIMITED
遊萊互動集團有限公司*

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 2022)

DISCLOSEABLE TRANSACTION
FORMATION OF JOINT VENTURE COMPANY

PROPOSED FORMATION OF JOINT VENTURE

The Board hereby announces that on September 8, 2025 (after trading hours), Hollywood HK (an indirect wholly owned subsidiary of the Company) entered into a JV Agreement with the JV Partner, pursuant to which Hollywood HK and the JV Partner agreed to incorporate the JV Company with a share capital of HK$28.5 million. The JV Company will be engaged in the Game Products Development Business.

Pursuant to the terms of the JV Agreement, the share capital of the JV Company will be HK$28.5 million, among which, Hollywood HK will contribute HK$22.8 million by cash and the JV Partner will contribute HK$5.7 million by injection of the IP Rights, respectively, towards the share capital of the JV Company. The JV Company will be owned as to 80% by Hollywood HK and 20% by the JV Partner, respectively upon its formation.

The JV Company will become a subsidiary of the Company and its operating results, assets and liabilities will be consolidated in the financial statements of the Group.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio calculated with reference to Rule 14.07 of the Listing Rules in respect of the transactions contemplated under the JV Agreement exceeds 5% but is less than 25%, the entering into the JV Agreement constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules but exempted from circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

In this announcement, "**we**", "**us**" and "**our**" refer to Digital Hollywood Interactive Limited (the "**Company**", together with its subsidiaries, the "**Group**").

PROPOSED FORMATION OF JOINT VENTURE

The Board hereby announces that on September 8, 2025 (after trading hours), Hollywood HK (an indirect wholly owned subsidiary of the Company) entered into JV Agreement with the JV Partner, pursuant to which Hollywood HK and the JV Partner agreed to incorporate the JV Company with a share capital of HK$28.5 million for the Game Products Development Business.

CONDITIONS PRECEDENT

The formation of the JV Company as contemplated under the JV Agreement shall be subject to the following conditions precedent:

(i) the JV Partner having obtained the internal approval of the intellectual property rights in respect of the games incorporating the modified IP Rights; and

(ii) the Group having complied with all requirements under the Listing Rules (if any) in respect of the transactions contemplated under the JV Agreement.

None of the above conditions may be waived. In the event that any of the above conditions is not fulfilled by January 31, 2026 or earlier, the JV Agreement shall be terminated, and the JV Parties shall cease to have any obligations under the JV Agreement, save for any antecedent breach.

THE JV AGREEMENT

The principal terms of the JV Agreement are set out as follows:

Date

September 8, 2025

Parties

1. Hollywood HK; and

2. the JV Partner

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the JV Partner and its ultimate beneficial owner(s) are third parties independent of the Company and its connected persons.

Scope of business of the JV Company

The JV Company will be engaged in the Game Products Development Business, encompassing the entertainment and gaming businesses which comprise the development, design, production, distribution, marketing, promotion, operation and commercialisation of interactive game products through the integration of the IP Rights into game products.

Share capital and capital contribution

The share capital of the JV Company will be HK$28.5 million, among which, Hollywood HK will contribute HK$22.8 million by cash and the JV Partner will contribute HK$5.7 million by injection of the IP Rights, respectively, towards the share capital of the JV Company. The JV Company will be owned as to 80% by Hollywood HK and 20% by the JV Partner, respectively upon its formation.

The amount of the capital contribution is determined based on the business plans and the capital needs of the JV Company.

Board composition and management of the JV Company

The board of directors of the JV Company will consist of three directors. Each of Hollywood HK and the JV Partner is entitled to appoint and nominate two and one director(s) to the board of directors of the JV Company respectively.

The quorum of a meeting of the board of directors of the JV Company shall be two directors, comprising at least one director appointed by JV Partner. Hollywood HK is entitled to appoint and nominate the chairman of the board of directors of the JV Company. The chairman of the board of directors of the JV Company (or any one director of the JV Company appointed by Hollywood HK) shall have a second or casting vote in the case of an equality of votes.

The board of directors of the JV Company shall be responsible for making decisions relating to the business of the JV Company from time to time. Save and except certain reserved matters such as licensing of the IP Rights to third parties, all matters to be determined by the board of directors of the JV Company shall be by majority decision.

Funding arrangement

Within three days following the execution of the JV Agreement, the Company and/or the JV Company shall inject HK$22.8 million into an account designated by the JV Partner as a deposit for the purpose of participating in the cooperation with the game platform introduced by the JV Partner.

Right of First Refusal

In the event that either of the JV Parties intend to sell the whole or part of its shareholdings in the JV Company, the other JV Parties shall have a first right of refusal to purchase such shares in the JV Company.

Drag-along right

If any third party intends to acquire more than 80% of the issued shares of the JV Company, Hollywood HK shall have the right to request the JV Partner, and the JV Partner shall at the request of Hollywood HK, to dispose of all or part of its equity shareholdings in the JV Company to that third party on the same terms and conditions of the offer accepted by Hollywood HK.

Termination

The JV Agreement may terminate, among other things, upon mutual agreement, or any act or event which makes the continuation of the business of the JV Companies impossible or impracticable.

FINANCIAL EFFECTS

The JV Company will become a subsidiary of the Company and its operating results, assets and liabilities will be consolidated in the financial statements of the Group.

The Group will finance its part of the capital commitment from its internal resources.

INFORMATION ON THE PARTIES

Hollywood HK

Hollywood HK is a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company. It is principally engaged in operation of online games overseas and marketing.

JV Partner

The JV Partner is a company incorporated in Hong Kong with limited liability. The principal activity of the JV Partner is investment holding. It holds or controls rich film and television intellectual property resources, including but not limited to the IP Rights.

The Group

The Company is a company incorporated in the Cayman Islands with limited liability and its Shares are listed on the Main Board of the Stock Exchange. The principal activity of the Company is investment holding. The Group is principally engaged in game research and distribution.

REASONS FOR AND BENEFITS OF ENTERING INTO OF THE JV AGREEMENT

The Board considers that the entering into of the JV Agreement is in line with the Group's business goal and is in the interests of the Group and the Shareholders as a whole. The Board believes that the formation of the JV Company will enable the parties to the JV Agreement to complement the strength of each other and leverage their respective resources, which is conducive to the development of the business of the JV Company, and expects that transactions contemplated to be carried out by the JV Company may enhance future earning capacity and potential of the Group.

The Board considers that the terms of the JV Agreement are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio calculated with reference to Rule 14.07 of the Listing Rules in respect of the transactions contemplated under the JV Agreement exceeds 5% but is less than 25%, the entering into the JV Agreement constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules but exempted from circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

"Board"	the board of Directors
"Company"	Digital Hollywood Interactive Limited (遊萊互動集團有限公司*), a company incorporated under the laws of the Cayman Islands with limited liability on November 24, 2014, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 2022)
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Director(s)"	the director(s) of the Company
"Game Products Development Business"	encompassing the entertainment and gaming businesses which comprise the development, design, production, distribution, marketing, promotion, operation and commercialisation of interactive game products through the integration of the IP Rights into game products
"Hollywood HK"	Game Hollywood Hong Kong Limited, a company incorporated in Hong Kong with limited liability on December 5, 2014, which is an indirect wholly-owned subsidiary of the Company
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"IP Rights"	the film and television intellectual property resources held by the JV Partner to be contributed to the JV Company
"JV Agreement"	the joint venture agreement dated September 8, 2025, entered into between Hollywood HK and the JV Partner
"JV Company"	a company to be incorporated in Hong Kong with limited liability and will be owned as to 80% and 20% by Hollywood HK and the JV Partner respectively
"JV Parties"	the parties to the JV Agreement
"JV Partner"	Shaw Movie City Hong Kong Limited, (邵氏影城香港有限公司), a company incorporated in Hong Kong with limited liability

"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"PRC"	the People's Republic of China, and for the purpose of this announcement only, excluding Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan
"Share(s)"	ordinary share(s) of US$0.001 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the Shares
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"%"	per cent

By Order of the Board
Digital Hollywood Interactive Limited
LU Yuanfeng
Chairman and Chief Executive Officer

Hong Kong, September 8, 2025

As at the date of this announcement, the executive Directors are Mr. LU Yuanfeng, Mr. HUANG Guozhan, Mr. HUANG Deqiang and Ms. LUO Simin and the independent non-executive Directors are Professor CHAU Chi Wai, Wilton, Mr. LI Yi Wen and Mr. LU Qibo.

* *For identification purpose only*