YH Entertainment Group
乐华娱乐集团

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 2306)

(I) CONTINUING CONNECTED TRANSACTIONS UNDER BUSINESS COOPERATION FRAMEWORK AGREEMENT WITH HUNAN YUEYING;
(II) CONTINUING CONNECTED TRANSACTIONS RELATING TO IP PROMOTION AND OPERATION;
(III) CONTINUING CONNECTED TRANSACTIONS RELATING TO MARKETING SERVICES;
AND
(IV) TERMINATION OF CONNECTED TRANSACTIONS WITH NICE FUTURE

I. CONTINUING CONNECTED TRANSACTIONS RELATING TO BUSINESS COOPERATION FRAMEWORK WITH HUNAN YUEYING

On January 30, 2026, Yuehua Limited (a wholly-owned subsidiary of the Company) entered into a business cooperation framework agreement with Hunan Yueying (the "**Business Cooperation Framework Agreement with Hunan Yueying**"), pursuant to which Hunan Yueying will provide Yuehua Limited (for itself and on behalf of its subsidiaries) with production and management services of variety programs and Yuehua Limited (for itself and on behalf of its subsidiaries) will procure suitable managed artists to perform relevant engagement with Hunan Yueying.

A summary of the principal terms of the Business Cooperation Framework Agreement with Hunan Yueying is set out below:

Date:	January 30, 2026
Parties:	Yuehua Limited
	Hunan Yueying
Term:	January 30, 2026 to December 31, 2026

Pursuant to the Business Cooperation Framework Agreement with Hunan Yueying, Hunan Yueying will provide Yuehua Limited (for itself and on behalf of its subsidiaries) with production and management services of variety programs; and (b) Yuehua Limited (for itself and on behalf of its subsidiaries) will procure suitable managed artists to perform relevant engagements with Hunan Yueying, including but not limited to performing in variety programs, movies and drama series and other commercial activities and charge Hunan Yueying according to agreed pricing policy.

Separate underlying agreements will be entered into between the parties to set out the detailed terms, including details of engagements, milestone payment schedules and other rights and obligations of the parties, based on the principles and within the respective parameters provided under the Business Cooperation Framework Agreement with Hunan Yueying. The definitive terms of each of such underlying agreements will be determined on a case-by-case basis and on fair and reasonable basis after arm's length negotiation between the parties.

The Business Cooperation Framework Agreement with Hunan Yueying will commence from January 30, 2026 to December 31, 2026, and such term would be renewed for a term of no more than three years subject to the parties' negotiation and compliance with applicable laws and regulations.

Pricing Policy

With respect to the variety program production and management services, a fixed service fee shall be payable by Yuehua Limited to Hunan Yueying, which will be negotiated based on the contracting terms and details of each underlying contract. The fees paid by Yuehua Limited to Hunan Yueying shall be determined after arm's length negotiation between parties with reference to various related commercial factors, including (i) the forms of promotion activities and promotion period; (ii) the costs of the production of each program; (iii) the popularity of participating managed artists; (iv) the prevailing market rates of engagement fees for attending the same and similar functions; (v) the quality and impacts of the relevant engagement; and (vi) the workload and duration of the relevant engagement. The aforesaid factors setting the consideration shall be no less favorable than those similar service providers available to the Company which are Independent Third Parties under comparable transactions.

With respect to the procurement of suitable managed artists to perform relevant engagements with Hunan Yueying, Yuehua Limited will charge Hunan Yueying corresponding engagement fees, which shall be determined after arm's length negotiation between the parties with reference to various related commercial factors, including (i) the forms of promotion activities and promotion period; (ii) the popularity of artists; (iii) the prevailing market rates of engagement fees for attending the same and similar functions by artists of the same ranking; (iv) the quality and impacts of the relevant engagements; and (v) the workload and duration of the relevant engagements. The aforesaid pricing policies are no more favorable than those available to our other customers which are Independent Third Parties.

Historical Transaction Amounts

With respect to the variety program production and management services, the aggregate fees paid by Yuehua Limited to Hunan Yueying for the service fee of variety program production were approximately RMB2.48 million and RMB482.9 thousand for the years ended December 31, 2024 and 2025, respectively. The historical transaction amount did not exceed the historical annual cap of RMB15 million for the year ended December 31, 2025.

With respect to the procurement of suitable managed artists to perform relevant engagements with Hunan Yueying, the aggregate revenue generated for the year ended December 31, 2025 was approximately RMB500 thousand. The historical transaction amount incurred for the year ended December 31, 2025, was less than HK$3 million and therefore it was fully exempt from the reporting, annual review, announcement, circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Annual Cap and Basis of Determination

The proposed annual cap for the related service fees for variety programs production and management services payable by Yuehua Limited to Hunan Yueying pursuant to the Business Cooperation Framework Agreement with Hunan Yueying for the period from January 30, 2026 to December 31, 2026 is RMB10 million.

The proposed annual cap above is determined with reference to: (i) the historical rates of engagement fees and the historical amounts incurred in connection with our cooperation with Hunan Yueying; (ii) the historical rates of engagement fees for similar services paid to Hunan Yueying as those included in our cooperation with Hunan Yueying; and (iii) the expected cooperation with Hunan Yueying from the date of the Business Cooperation Framework Agreement with Hunan Yueying to December 31, 2026.

The proposed annual cap for the artists performance service fees payable by Hunan Yueying to our Group pursuant to the Business Cooperation Framework Agreement with Hunan Yueying for the period from January 30, 2026 to December 31, 2026 is RMB4 million.

The above proposed annual cap for the artists performance service fees is determined with reference to: (i) the historical amounts incurred and the accrued amount in 2025 in connection with our cooperation with Hunan Yueying; (ii) the historical growth rate of contractual amounts under service agreements signed with Hunan Yueying; (iii) the historical rates of engagement fees for our managed artists to attend the same and similar functions as those included in our cooperation with Hunan Yueying; and (iv) the expected increase in the engagement fees for our managed artists in the near future.

II. CONTINUING CONNECTED TRANSACTIONS RELATING TO IP PROMOTION AND OPERATION AGREEMENT WITH HUNAN YUEYING

A. IP Promotion and Operation Agreement of Orange Music

On January 30, 2026, Orange Music (a wholly-owned subsidiary of Yuehua Limited) entered into an IP promotion and operation services agreement with Hunan Yueying, pursuant to which Hunan Yueying will provide promotion and operation services for certain pop toy IPs (held by Orange Music or with full authorization from the right holders of the IP owners) through the production of variety program and relevant marketing and operation events (the "**IP Promotion and Operation Agreement of Orange Music**").

A summary of the principal terms of the IP Promotion and Operation Agreement of Orange Music is set out below:

Date:	January 30, 2026
Parties:	Hunan Yueying
	Orange Music
Term:	January 30, 2026 to December 31, 2027

Pursuant to the IP Promotion and Operation Agreement of Orange Music, Hunan Yueying will arrange for certain pop toy IPs (held by Orange Music or with full authorization from the right holders of the IP owners) to participate in the production of variety programs, together with the collateral promotional events and commercialized operation. Hunan Yueying will receive the service fee from Orange Music as consideration for organizing participation in variety programs recordings and providing related sales promotion and such commercialization services. The service fee will be determined based on the total transaction value generated from the commercialization of the relevant IP during the cooperation term, including but not limited to revenues from product sales, IP licensing and brand collaborations.

Pricing Policy

The fees paid by Orange Music to Hunan Yueying shall be determined after arm's length negotiation between parties with reference to various related commercial factors, including (i) the form and term of the operation service; (ii) the costs and expenses of the operation activities; (iii) the prevailing market rates of the operation service fees; (iv) the quality and influence of the cooperation; and (v) the workload and duration of the cooperation. The aforesaid factors setting the consideration shall be no less favorable than those similar service providers available to the Company which are Independent Third Parties under comparable transactions.

Historical Transaction Amounts

The transactions contemplated under the IP Promotion and Operation Agreement of Orange Music are new transactions between the Group and Hunan Yueying. Therefore there was no historical transaction amounts in respect of such transactions between the parties.

Annual Caps and Basis of Determination

The proposed annual caps for the related fees payable by Orange Music to Hunan Yueying pursuant to the IP Promotion and Operation Agreement of Orange Music are RMB1.5 million for the period from January 30, 2026 to December 31, 2026, and RMB1.5 million for the year ending December 31, 2027.

The proposed annual caps above are determined with reference to the historical rates of service fees in transactions with the other service providers engaged in similar businesses and the expected cooperation with Hunan Yueying from the date of the IP Promotion and Operation Agreement of Orange Music to December 31, 2027.

B. IP Promotion and Operation Agreement of Yuhua Tongxing

On January 30, 2026, Yuhua Tongxing entered into IP promotion and operation services agreement with Hunan Yueying, pursuant to which Hunan Yueying will provide promotion and operation services for Yuhua Tongxing certain pop toy IPs (held by Yuhua Tongxing or with full authorization from the right holders of the IP owners) through the production of variety program and relevant marketing and operation events (the "**IP Promotion and Operation Agreement of Yuhua Tongxing,**" together with the IP Promotion and Operation Agreement of Orange Music as the "**IP Promotion and Operation Agreements with Hunan Yueying**").

A summary of the principal terms of the IP Promotion and Operation Agreement of Yuhua Tongxing is set out below:

Date:	January 30, 2026
Parties:	Hunan Yueying
	Yuhua Tongxing
Term:	January 30, 2026 to December 31, 2027

Pursuant to IP Promotion and Operation Agreement of Yuhua Tongxing, Hunan Yueying will arrange for certain pop toy IPs (held by Yuhua Tongxing or with full authorization from the right holders of the IP owners) to participate in the production of variety programs, together with the collateral promotional events and commercialized operation. Hunan Yueying will receive the service fee from Yuhua Tongxing as consideration for organizing such participation in variety programs recordings and providing related sales promotion and commercialization services. The service fee will be determined based on the total transaction value generated from the commercialization of the relevant IP during the cooperation term, including but not limited to revenues from product sales, IP licensing and brand collaborations.

Pricing Policy

The fees paid by Yuhua Tongxing to Hunan Yueying shall be determined after arm's length negotiation between parties with reference to various related commercial factors, including (i) the form and term of the operation service; (ii) the costs and expenses of the operation activities; (iii) the prevailing market rates of the operation service fees; (iv) the quality and influence of the cooperation; and (v) the workload and duration of the cooperation. The aforesaid factors setting the consideration shall be no less favorable than those similar service providers available to the Company which are Independent Third Parties under comparable transactions.

Historical Transaction Amounts

The transactions contemplated under the IP Promotion and Operation Agreement of Yuhua Tongxing are new transactions between the Group and Hunan Yueying. Therefore there was no historical transaction amounts in respect of such transactions between the parties.

Annual Caps and Basis of Determination

The proposed annual caps for the related fees payable by Yuhua Tongxing to Hunan Yueying pursuant to the IP Promotion and Operation Agreement are RMB4 million for the period from January 30, 2026 to December 31, 2026, and RMB4 million for the year ending December 31, 2027.

The proposed annual caps above are determined with reference to the historical rates of service fees in transactions with the other service providers engaged in similar businesses and the expected cooperation with Hunan Yueying from the date of the IP Promotion and Operation Agreement of Yuhua Tongxing to December 31, 2027.

III. CONTINUING CONNECTED TRANSACTIONS RELATING TO MARKETING SERVICES WITH SHENYANG QIAOQIAO

A. Marketing Service Agreement of Tianjin Chufa

On January 30, 2026, Tianjin Chufa entered into a marketing service agreement with Shenyang Qiaoqiao, pursuant to which Shenyang Qiaoqiao would provide marketing services to promote the sales of artist-related merchandise legally owned by Tianjin Chufa (the "**Marketing Service Agreement of Tianjin Chufa**").

A summary of the principal terms of the Marketing Service Agreement of Tianjin Chufa is set out below:

Date:	January 30, 2026
Parties:	Tianjin Chufa
	Shenyang Qiaoqiao
Term:	January 30, 2026 to December 31, 2026

Pursuant to the Marketing Service Agreement of Tianjin Chufa, Shenyang Qiaoqiao will be authorized to sell designated artist-related merchandise legally owned by Tianjin Chufa and the scope of items to be sold will be separately confirmed by the parties to the agreement. Shenyang Qiaoqiao will receive the service fee for marketing and operation from Tianjin Chufa periodically, which accounts for a certain portion of the revenues generated from the corresponding sales activities.

Pricing Policy

The marketing service fee paid by Tianjin Chufa to Shenyang Qiaoqiao shall be determined after arm's length negotiation between parties with reference to various related commercial factors, including (i) the forms and duration of the marketing activities; (ii) the overall cost and expenses of the marketing activities; (iii) the prevailing market rates of marketing service fees for the same and similar subject matter; (iv) the quality and impacts of the relevant marketing activities; and (v) the workload and duration of the relevant marketing activities.

Historical Transaction Amounts

The aggregate fees paid by Tianjin Chufa to Shenyang Qiaoqiao for the marketing and operation services were approximately RMB52.2 thousand for the year ended December 31, 2025. The historical transaction amount incurred for the year ended December 31, 2025, was less than HK$3 million and therefore it was fully exempt from the reporting, annual review, announcement, circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Annual Cap and Basis of Determination

The proposed annual cap for the related fees payable by Tianjin Chufa to Shenyang Qiaoqiao pursuant to the Marketing Service Agreement of Tianjin Chufa for the period from January 30, 2026 to December 31, 2026 is RMB1 million.

The proposed annual cap above is determined with reference to the historical rates of service fees in transactions with Shenyang Qiaoqiao and other service providers engaged in similar businesses and the expected cooperation with Shenyang Qiaoqiao from the date of the Marketing Service Agreement of Tianjin Chufa to December 31, 2026.

B. Marketing Service Agreement of Yuhua Tongxing

On January 30, 2026, Yuhua Tongxing entered into a marketing service agreement with Shenyang Qiaoqiao, pursuant to which Shenyang Qiaoqiao would provide marketing services to promote the sales of pop toys designated and legally owned by Yuhua Tongxing (the "**Marketing Service Agreement of Yuhua Tongxing**").

A summary of the principal terms of the Marketing Service Agreement of Yuhua Tongxing is set out below:

Date:	January 30, 2026
Parties:	Yuhua Tongxing
	Shenyang Qiaoqiao
Term:	January 30, 2026 to December 31, 2026

Pursuant to the Marketing Service Agreement of Yuhua Tongxing, Shenyang Qiaoqiao will be authorized to sell designated pop toys legally owned by Yuhua Tongxing and the scope of items to be sold will be separately confirmed by the parties to the agreement. Shenyang Qiaoqiao will receive the service fee for marketing and operation from Yuhua Tongxing periodically, which represents a certain portion of the revenues generated from the corresponding sales activities.

Pricing Policy

The marketing service fee paid by Yuhua Tongxing to Shenyang Qiaoqiao shall be determined after arm's length negotiation between parties with reference to various related commercial factors, including (i) the forms and duration of the marketing activities; (ii) the overall cost and expenses of the marketing activities; (iii) the prevailing market rates of marketing service fees for the same and similar subject matter; (iv) the quality and impacts of the relevant marketing activities; and (v) the workload and duration of the relevant marketing activities.

Historical Transaction Amounts

The aggregate fees paid by Yuhua Tongxing to Shenyang Qiaoqiao for the marketing and operation services were approximately RMB29.0 thousand for the year ended December 31, 2025. The historical transaction amount incurred for the year ended December 31, 2025, was less than HK$3 million and therefore it was fully exempt from the reporting, annual review, announcement, circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Annual Cap and Basis of Determination

The proposed annual cap for the related fees payable by Yuhua Tongxing to Shenyang Qiaoqiao pursuant to the Marketing Service Agreement of Yuhua Tongxing for the period from January 30, 2026 to December 31, 2026 is RMB1.0 million.

The proposed annual cap above is determined with reference to the historical rates of service fees in transactions with Shenyang Qiaoqiao and other service providers engaged in similar businesses and the expected cooperation with Shenyang Qiaoqiao from the date of the Marketing Service Agreement of Yuhua Tongxing to December 31, 2026.

C. Marketing Service Agreement of Yuehua Limited

On January 30, 2026,Yuehua Limited entered into a marketing service agreement with Shenyang Qiaoqiao, pursuant to which Shenyang Qiaoqiao would provide marketing services for Yuehua Limited in promotion of the membership subscription services of the online fans club of the managed artists of Yuehua Limited (the "**Marketing Service Agreement of Yuehua Limited**", together with the Marketing Service Agreement of Tianjin Chufa and the Marketing Service Agreement of Yuhua Tongxing as the "**Marketing Service Agreements with Shenyang Qiaoqiao**").

A summary of the principal terms of the Marketing Service Agreement of Yuehua Limited is set out below:

Date:	January 30, 2026
Parties:	Yuehua Limited
	Shenyang Qiaoqiao
Term:	January 30, 2026 to December 31, 2026

Pursuant to the Marketing Service Agreement of Yuehua Limited, Shenyang Qiaoqiao provide management and operational services of the online fans club of Yuehua Limited's managed artists, including but not limited to offering exclusive content of subscribed followers, online interaction privileges with the artists, digital souvenir, purchase of artist-related merchandise with special rates and other types of functions as mutually agreed by the parties to the agreement. Shenyang Qiaoqiao will receive the service fee for marketing and operation from Yuehua Limited periodically, which accounts for a certain portion of the revenues generated from the corresponding sales activities.

Pricing Policy

The marketing service fee paid by Yuehua Limited to Shenyang Qiaoqiao shall be determined after arm's length negotiation between parties with reference to various related commercial factors, including (i) the forms and duration of the marketing activities; (ii) the overall cost and expenses of the marketing activities; (iii) the prevailing market rates of marketing service fees for the same and similar subject matter; (iv) the quality and impacts of the relevant marketing activities; and (v) the workload and duration of the relevant marketing activities.

Historical Transaction Amounts

The aggregate fees paid by Yuehua Limited to Shenyang Qiaoqiao for the marketing and operation services were approximately RMB62.9 thousand for the year ended December 31, 2025. The historical transaction amount incurred for the year ended December 31, 2025, was less than HK$3 million and therefore it was fully exempt from the reporting, annual review, announcement, circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Annual Cap and Basis of Determination

The proposed annual cap for the related fees payable by Yuehua Limited to Shenyang Qiaoqiao pursuant to the Marketing Service Agreement of Yuehua Limited for the period from January 30, 2026 to December 31, 2026 is RMB1.5 million.

The proposed annual cap above is determined with reference to the historical rates of service fees in transactions with Shenyang Qiaoqiao and other service providers engaged in similar businesses and the expected cooperation with Shenyang Qiaoqiao from the date of the Marketing Service Agreement of Yuehua Limited to December 31, 2026.

INFORMATION OF THE PARTIES

Hunan Yueying

Hunan Yueying is a company established in the PRC with limited liability. It is principally engaged in the production and management of variety programs, events and market planning and performance management. Hunan Yueying is a wholly owned subsidiary of Horgos Yuehua, which is owned as to 51% and 49% by our executive Directors, Ms. DU Hua (杜華) and Mr. SUN Yiding (孫一丁), respectively. Therefore, Hunan Yueying is a connected person of the Company. Accordingly, transactions under each of the Business Cooperation Framework Agreement with Hunan Yueying, the IP Promotion and Operation Agreement of Orange Music and the IP Promotion and Operation Agreement of Yuhua Tongxing will constitute connected transactions for the Company pursuant to Chapter 14A of the Listing Rules, respectively.

Shenyang Qiaoqiao

Shenyang Qiaoqiao is a company established in the PRC with limited liability. It is principally engaged in technological services, organization of cultural and artistic communication events and events and market planning and performance management. Shenyang Qiaoqiao is owned as to 60% of Yueying Huajin, which in turn is a wholly owned subsidiary of Horgos Yuehua. Therefore, Shenyang Qiaoqiao is a connected person of the Company. The rest of 40% of Shenyang Qiaoqiao is owned by Mr. Zhao Yunpeng (趙雲鵬) who is Independent Third Parties. Accordingly, transactions under each of the Marketing Service Agreement of Tianjin Chufa, the Marketing Service Agreement of Yuhua Tongxing and the Marketing Service Agreement of Yuehua Limited will constitute connected transactions for the Company pursuant to Chapter 14A of the Listing Rules, respectively.

Yuehua Limited

Yuehua Limited, is a company established in the PRC with limited liability on July 3, 2009 and is a wholly-owned subsidiary of the Company. It is principally engaged in artist management and copyrights management businesses.

Orange Music

Orange Music is a company established in the PRC with limited liability on May 25, 2022. It is principally engaged in organization of cultural and artistic communication events. Orange Music is a wholly-owned subsidiary of Yuehua Limited.

Yuhua Tongxing

Yuhua Tongxing is a company established in the PRC with limited liability on December 31, 2024. It is principally engaged in organization of cultural and artistic communication events. Yuhua Tongxing is owned as to 53.4501% of Tianjin Yihua, and is therefore an indirect majority-held subsidiary of Yuehua Limited. As such, Yuhua Tongxing is an affiliate of our Company.

Tianjin Chufa

Tianjin Chufa is a company established in the PRC with limited liability on April 17, 2014. It is principally engaged in literary and artistic creation and organization of cultural and artistic communication events. Tianjin Chufa is a wholly-owned subsidiary of Yuehua Limited.

LISTING RULES IMPLICATIONS

With respect to the transactions contemplated under the Business Cooperation Framework Agreement with Hunan Yueying, as the highest applicable percentage ratios calculated under the Listing Rules for each type of the transactions is expected to be, on an annual basis, more than 0.1% but less than 5%, each type of the transactions contemplated under the Business Cooperation Framework Agreement with Hunan Yueying is subject to the reporting, annual review and announcement requirements, but exempt from the circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

With respect to the transactions contemplated under the IP Promotion and Operation Agreement of Orange Music and IP Promotion and Operation Agreement of Yuhua Tongxing, given the business nature for each of the aforementioned agreements are substantially identical and the counterparty of each of the agreements is Hunan Yueying, transactions under these two agreements shall be viewed as a whole instead of being standalone transaction by each and aggregated pursuant to Rule 14A.81 of the Listing Rules. Therefore, as the highest applicable percentage ratio aggregating all the transactions under the IP Promotion and Operation Agreements with Hunan Yueying (calculated with reference to Rule 14.07 of the Listing Rules) is expected to be, on an annual basis, more than 0.1% but less than 5%, the transactions contemplated thereunder are subject to reporting, announcement and annual review requirements, but are exempt from independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

With respect to the transactions contemplated under the Marketing Service Agreement of Tianjin Chufa, the Marketing Service Agreement of Yuhua Tongxing and the Marketing Service Agreement of Yuehua Limited, given the business nature for each of the aforementioned agreements are substantially identical and the counterparty of each of the agreements is Shenyang Qiaoqiao, transactions under these three agreements shall be viewed as a whole instead of being standalone transaction by each and aggregated pursuant to Rule 14A.81 of the Listing Rules. Therefore, as the highest applicable percentage ratio aggregating all the transactions under the Marketing Service Agreements with Shenyang Qiaoqiao (calculated with reference to Rule 14.07 of the Listing Rules) is expected to be, on an annual basis, more than 0.1% but less than 5%, the transactions contemplated thereunder are subject to reporting, announcement and annual review requirements, but are exempt from independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

As of the date of this announcement, Hunan Yueying and Shenyang Qiaoqiao are controlled by the same ultimate entity, Horgos Yuehua, which is owned by Ms. DU Hua and Mr. SUN Yiding, both of whom are our Controlling Shareholders. Yuehua Limited is a wholly-owned subsidiary of the Company. Orange Music is a wholly-owned subsidiary of Yuehua Limited. Yuhua Tongxing is an indirect, non-wholly-owned subsidiary of Yuehua Limited. Accordingly, the transactions contemplated under the agreements constitute connected transactions of the Company under Chapter 14A of the Listing Rules.

Ms. DU Hua and Mr. SUN Yiding are considered having a material interest and therefore abstained from voting on the Board resolution for considering and approving the above agreements and transactions thereunder so as to avoid the perception of a conflict of interest. Mr. MENG Jun, being our non-executive Director, voluntarily abstained from voting on the Board resolutions concerning the Business Cooperation Framework Agreement with Hunan Yueying, IP Promotion and Operation Agreements with Hunan Yueying and the Marketing Service Agreements with Shenyang Qiaoqiao. Save as disclosed above, none of the other Directors (other than Ms. DU Hua and Mr. SUN Yiding) were regarded as having a material interest in the above agreements and transactions thereunder and no Director (other than Ms. DU Hua, Mr. SUN Yiding and Mr. MENG Jun as disclosed above) abstained from voting on the relevant Board resolutions.

REASONS FOR AND BENEFITS OF THE TRANSACTIONS WITH HUNAN YUEYING AND SHENYANG QIAOQIAO

With respect to the transactions with Hunan Yueying relating to variety program production and IP promotion and operation, in light of the fact that Hunan Yueying has established track record in the production and management of variety programs in the PRC and sufficient experience and sources in IP operation for pop toys, the Group can leverage on the cooperation with Hunan Yueying to further expand its footprint and market impact in the section of IP commercialization and operation by increasing the public exposure of our self-owned pop toy IPs and enhancing their popularity through variety programs, marketing activities and brand cooperation.

With respect to the transaction with Shenyang Qiaoqiao related to the marketing services for our sale of artist-related merchandise, pop-toys and operation of fan clubs of our managed artists, in light of Shenyang Qiaoqiao's abundant resources and channels in the field of brand marketing and platform operation, the Group can leverage on the cooperation with Shenyang Qiaoqiao to further explore the market opportunities in artist management and IP commercialization businesses through Shenyang Qiaoqiao's prudent marketing strategies by enhancing public exposure and market recognition of its managed artists and pop toys. Furthermore, such marketing services procured by the Group are expected to empower our Company to establish and deepen business relationships with more business partners in entertainment industry.

Based on the aforesaid, the Directors (including the independent non-executive Directors) are of the view that the transactions under each of the transactions with Hunan Yueying and Shenyang Qiaoqiao are conducted by the Group on normal commercial terms or better in its ordinary and usual course of business, are fair and reasonable and in the interests of the Company and its Shareholders as a whole, and the annual cap in respect of each of the continuing connected transactions under the agreements is also fair and reasonable.

INTERNAL CONTROL MEASURES FOR THE TRANSACTIONS

As part of the Group's internal approval and monitoring procedures relating to the transactions with Hunan Yueying and Shenyang Qiaoqiao, the Group has implemented adequate internal control measures for monitoring all of its continuing connected transactions, including (without limitation) the monthly reporting of transaction volume to the Group's finance department for monitoring the annual cap of the relevant transactions. Our connected transaction task force (consisting of key members from finance department, internal control department, investor relations department and legal department) will continuingly review and monitor transactions conducted under each of the Business Cooperation Framework Agreement with Hunan Yueying, the IP Promotion and Operation Agreements with Hunan Yueying and the Marketing Service Agreements with Shenyang Qiaoqiao on a regular basis, so as to strictly comply with the requirements under Chapter 14A of the Listing Rules and the terms set in the each of the aforementioned agreements.

The independent non-executive Directors will review the transactions contemplated under the aforementioned agreements each year so as to confirm that the relevant terms are fair and reasonable, on normal commercial terms or better than those offered to or payable to the Independent Third Parties and in the interests of the Company and the Shareholders as a whole. The auditor of the Company will provide a letter to the Board each year to confirm as to whether anything has come to their attention that causes them to believe that the continuing connected transactions have not been approved by the Board, are not in accordance with the pricing policies of the Group in all material respects, are not entered into in accordance with the relevant agreement governing the transactions in all material respects or have exceeded the annual cap.

IV. TERMINATION OF CONNECTED TRANSACTIONS WITH NICE FUTURE

Reference is made to the announcement of the Company dated April 19, 2024 (the "**Announcement**") and the supplemental announcement dated July 16, 2024 in relation to, among others, the Business Cooperation Framework Agreement with Nice Future (the "**Announcements Relating to Nice Future**"). Unless otherwise defined, capitalized terms used herein shall bear the same meanings as those defined in the Announcements Relating to Nice Future.

Termination of the Business Cooperation Framework Agreement with Nice Future

Pursuant to the Business Cooperation Framework Agreement with Nice Future, Yuehua Limited agreed to exclusively authorize its rights related to the virtual artist project (including but not limited to the operation rights, IP rights, copyright, domain names, accounts, codes, musical works and equipment) to Nice Future and one of its wholly owned subsidiaries. The Business Cooperation Framework Agreement with Nice Future shall have a term of three years from the date of its execution to April 18, 2027 (both days inclusive).

As a result of changes in market conditions and the intensifying competition in the virtual artist sector, despite the efforts made by Nice Future during the cooperative period, the overall operational performance of virtual artists has not met expectations and continues to fall short of contractual commercial objectives, resulting in challenges for the existing cooperation model. Accordingly, the Board revisited the cooperation between Nice Future and the Group and is of the view that adjustments to the operation of virtual artists are necessary. On January 30, 2026, a termination agreement was entered into between Yuehua Limited and Nice Future, pursuant to which the Business Cooperation Framework Agreement with Nice Future was terminated (the "**Termination Agreement with Nice Future**"). Unless otherwise agreed by the parties to the Termination Agreement with Nice Future, all rights and obligations under the Business Cooperation Framework Agreement with Nice Future and its corresponding underlying agreements shall terminate. In addition, Nice Future shall continue to be responsible for the performance of any existing cooperation agreements (if any) relating to the virtual artists entered into with third parties prior to the signing of the Termination Agreement with Nice Future but remain unfulfilled, so as to ensure a smooth transition and the normal continuation of the relevant cooperation projects. Any income generated from the aforementioned transactions by Nice Future would be paid in full to us. The Board believes that the Termination Agreement with Nice Future will not have a material adverse impact on the ordinary operations of A-SOUL. The Company will continue to explore additional market opportunities for A-SOUL and other virtual artists, incorporate market feedback, keep pace with industry developments, and adapt in a timely manner to foster a more stable and expansive environment for the operation of its virtual artists.

Listing Rules Implications

As disclosed in the Announcements Relating to Nice Future, Nice Future is a company owned as to 9.5% by the Group and 57.0% by Mr. DU Jiang, the brother of Ms. DU Hua, the Chairlady and an executive Director. Therefore, Nice Future is an associate of Ms. DU Hua, Nice Future is a connected person of the Group. Save as the income generated from the aforementioned transactions that Nice Future is required to remit to the Group, neither party is required to make any payment to each other under the Termination Agreement with Nice Future, therefore the Termination Agreement with Nice Future is exempt from announcement, reporting and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules. As the continuing connected transaction under the Business Cooperation Framework Agreement with Nice Future was terminated, the Company is subject to the announcement requirement under Rule 14A.35 of the Listing Rules.

As good corporate governance practice, Ms. DU Hua and Mr. SUN Yiding, being our executive Directors, abstained from voting on the Board resolution for considering and approving the Termination Agreement with Nice Future so as to avoid the perception of a conflict of interest. Save as disclosed above, none of the other Directors was regarded as having a material interest in the Termination Agreement with Nice Future and abstained from voting on the relevant Board resolution.

DEFINITIONS AND GLOSSARY

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

"affiliate(s)"	with respect to any specified person, any other person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified person
"Board"	the board of Directors of the Company
"Chairlady"	the chairlady of the Board
"China" or the "PRC"	the People's Republic of China, but for the purpose of this announcement and for geographical reference only, references herein to "China" and the "PRC" do not apply to Hong Kong, the Macau Special Administrative Region and Taiwan
"Company," "our Company" or "the Company"	YH Entertainment Group (乐华娱乐集团), an exempted company incorporated in Cayman Islands with limited liability on June 10, 2021
"connected transaction(s)"	has the meaning ascribed to it under the Listing Rules
"Directors"	director(s) of the Company
"Group," "our Group," "the Group," "we," "us," or "our"	our Company and our subsidiaries at the relevant time or, where the context so requires, in respect of the period before our Company became the holding company of present subsidiaries, the business operated by such subsidiaries or their predecessors (as the case may be)
"Hong Kong"	The Hong Kong Special Administrative Region of the PRC
"Horgos Yuehua"	Horgos Yuehua Picture Limited (霍爾果斯樂華影業有限公司), a limited liability company established in the PRC on January 6, 2016 and owned as to 51% and 49% by our executive Directors, Ms. DU Hua and Mr. SUN Yiding, respectively

"Hunan Yueying"	Hunan Yueying Huayi Entertainment Co., Ltd. (湖南樂影華億文化傳播有限公司), a limited liability company established in the PRC on December 5, 2023, a wholly owned subsidiary of Horgos Yuehua
"Independent Third Parties"	third parties independent of the Company and its connected persons
"IP(s)"	intellectual properties such as existing musical works, variety programs, movies, drama series or other literary or artistic works, concepts, stories and expressions that can be used or considered, entirely or partially, to create and/or produce new musical works, variety programs, drama series or movies
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange, as amended or supplemented from time to time
"Main Board"	the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operates in parallel with the GEM of the Stock Exchange
"Nice Future"	Nice Future (Beijing) Culture Communication Co., Ltd.* (尼斯未來(北京)文化傳播有限公司), a limited liability company established in the PRC on July 7, 2021
"Orange Music"	Beijing Orange Music Space Technology Co., Ltd. (北京橙樂空間科技有限公司), a limited company established in the PRC on May 25, 2022 and a wholly-owned subsidiary of Yuehua Limited
"RMB"	the lawful currency of the PRC
"Shareholder(s)"	shareholder(s) of the Shares
"Shenyang Qiaoqiao"	Shenyang Qiaoqiao Interactive Network Technology Co., Ltd. (瀋陽敲敲互動網絡科技有限公司) (formerly knowns as Shenyang Hello Network Technology Co., Ltd. (瀋陽你好網絡科技有限公司)), a limited company established in the PRC on July 18, 2024 and a non-wholly owned subsidiary of Yueying Huajin

"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"subsidiary(ies)"	has the meaning ascribed to it under the Listing Rules
"Tianjin Chufa"	Tianjin ChuFa Culture Technology Co., Ltd. (天津觸發文化科技有限公司) (formerly known as Shanghai Chufa Culture Technology Co., Ltd. (上海觸發文化科技有限公司) and Shanghai Chufa Culture Communication Co., Ltd. (上海觸發文化傳播有限公司)), a limited company established in the PRC on April 17, 2014 and a wholly-owned subsidiary of Yuehua Limited
"Tianjin Yihua"	Tianjin Yihua Management Consulting Co., Ltd. (天津壹華管理諮詢有限責任公司), a limited liability company established in the PRC on February 22, 2019 and a wholly owned subsidiary of Yuehua Limited
"Yuehua Investment"	Tianjin Yuehua Management Consulting Co., Ltd. (天津樂華管理諮詢有限公司), formerly known as Tianjin Yuehua Investment Co., Ltd. (天津樂華投資有限公司), a limited liability company established in the PRC on September 24, 2021 and an indirect wholly-owned subsidiary of our Company in the PRC
"Yuehua Limited"	YueHua Entertainment Co., Ltd. (北京樂華圓娛文化傳播有限公司), a limited liability company established in the PRC on July 3, 2009 and a non-wholly owned subsidiary of Yuehua Investment
"Yuhua Tongxing"	Yuhuatongxing (Beijing) Cultural Development Co., Ltd. (與華同行(北京)文化發展有限公司), a limited liability company established in the PRC on December 31, 2024 and a non-wholly owned subsidiary of Tianjin Yihua
"Yueying Huajin"	Beijing Leying Huajin Culture Technology Co., Ltd. (北京樂影華錦文化科技有限公司), a limited company established in the PRC on March 9, 2023 and a wholly-owned subsidiary of Horgos Yuehua
"%"	Percentage

In this announcement, the terms "affiliate," "associate," "controlling shareholder" and "subsidiary" shall have the meanings given to such terms in the Listing Rules unless the context otherwise requires.

By order of the Board
YH Entertainment Group
DU Hua
Executive Director, Chairlady of the Board and Chief Executive Officer

Hong Kong, January 30, 2026

As of the date of this announcement, the Board comprises Ms. DU Hua, Mr. SUN Yiding and Mr. SUN Le as executive Directors, Mr. MENG Jun, as non-executive Director, and Mr. FAN Hui, Mr. LU Tao and Mr. HUANG Jiuling as independent non-executive Directors.