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DOYEN INTERNATIONAL HOLDINGS LIMITED

東銀國際控股有限公司

(incorporated in Hong Kong with limited liability)

(Stock Code: 668)

DISCLOSEABLE TRANSACTIONS

- (1) THE FACTORING AGREEMENT 1;**
- (2) THE FACTORING AGREEMENT 2; AND**
- (3) THE FACTORING AGREEMENT 3**

(1) THE FACTORING AGREEMENT 1

On 13 September 2024, Dongrui, a non-direct wholly-owned subsidiary of the JV Company, a sino-foreign joint venture enterprise established under the laws of the PRC owned as to, through East Profit Investments, 77.58% by the Company as at the date of this announcement, and Wuhan Hezong entered into the Factoring Agreement 1, pursuant to which Dongrui agreed to provide financing being secured by accounts receivable assigned to Wuhan Hezong from the factoring customers of Wuhan Hezong for a period of 1 year from the date of signing of the Factoring Agreement 1 with the factoring principal amount of RMB4,000,000.00 (equivalent to approximately HK\$4.4million).

(2) THE FACTORING AGREEMENT 2

The Board further announces that on 25 September 2024, Dongrui entered into the Factoring Agreement 2, pursuant to which Dongrui agreed to provide financing being secured by accounts receivable assigned to Wuhan Hezong from the factoring customers of Wuhan Hezong for a period of 1 year from the date of signing of the Factoring Agreement 2 with the factoring principal amount of RMB18,900,000.00 (equivalent to approximately HK\$20.8million).

(3) THE FACTORING AGREEMENT 3

The Board further announces that on 28 October 2024, Dongrui entered into the Factoring Agreement 3, pursuant to which Dongrui agreed to provide financing being secured by accounts receivable assigned to Wuhan Hezong from the factoring customers of Wuhan Hezong for a period of 1 year from the date of signing of the Factoring Agreement 3 with the factoring principal amount of RMB28,000,000.00 (equivalent to approximately HK\$30.8million).

The entering into of the Factoring Agreement 1, the Factoring Agreement 2 and the Factoring Agreement 3 has been consented by Galaxy Bond Holdings Limited, the offeror under the scheme of arrangement under Section 673 of the Companies Ordinance as disclosed in the joint announcement of the Company and Galaxy Bond Holdings Limited dated 2 September 2024 and 23 September 2024.

IMPLICATIONS UNDER THE LISTING RULES

The transactions contemplated under the Factoring Agreement 1, the Factoring Agreement 2 and the Factoring Agreement 3 in aggregate will constitute, pursuant to Rule 14.07 of the Listing Rules, a notifiable transaction of the Company, as one of the applicable percentage ratios (defined under the Listing Rules) exceed(s) 5% but is/are less than 25%, the transactions contemplated under the Factoring Agreement 1, the Factoring Agreement 2 and the Factoring Agreement 3 constitutes discloseable transaction of the Company and is thus subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

INTRODUCTION

On 13 September 2024, Dongrui, a non-direct wholly-owned subsidiary of the JV Company, a sino-foreign joint venture enterprise established under the laws of the PRC owned as to, through East Profit Investments, 77.58% by the Company as at the date of this announcement, and Wuhan Hezong entered into the Factoring Agreement 1, pursuant to which Dongrui agreed to provide financing being secured by accounts receivable assigned to Wuhan Hezong from the factoring customers of Wuhan Hezong for a period of 1 year from the date of signing of the Factoring Agreement 1 with the factoring principal amount of RMB4,000,000.00 (equivalent to approximately HK\$4.4million).

The Board further announces that on 25 September 2024, Dongrui entered into the Factoring Agreement 2, pursuant to which Dongrui agreed to provide financing being secured by accounts receivable assigned to Wuhan Hezong from the factoring customers of Wuhan Hezong for a period of 1 year from the date of signing of the Factoring Agreement 2 with the factoring principal amount of RMB18,900,000.00 (equivalent to approximately HK\$20.8million).

The Board further announces that on 28 October 2024, Dongrui entered into the Factoring Agreement 3, pursuant to which Dongrui agreed to provide financing being secured by accounts receivable assigned to Wuhan Hezong from the factoring customers of Wuhan Hezong for a period of 1 year from the date of signing of the Factoring Agreement 3 with the factoring principal amount of RMB28,000,000.00 (equivalent to approximately HK\$30.8million).

The entering into of the Factoring Agreement 1, the Factoring Agreement 2 and the Factoring Agreement 3 has been consented by Galaxy Bond Holdings Limited, the offeror under the scheme of arrangement under Section 673 of the Companies Ordinance as disclosed in the joint announcement of the Company and Galaxy Bond Holdings Limited dated 2 September 2024 and 23 September 2024.

To the best knowledge and belief of the Directors, Wuhan Hezong and its ultimate beneficial owners are independent third parties of the Company. The ultimate beneficial owners of Wuhan Hezong are Ms. Zhang Min, Ms. Tang Lihua, and Ms. Yu Qihui, none of them has any interest in the Group.

(1) THE FACTORING AGREEMENT 1 WITH WUHAN HEZONG

The principal terms of the Factoring Agreement 1 are set out as follows:

Date of agreement: 13 September 2024

Parties: Dongrui
Wuhan Hezong

Financing term: From the date of this agreement to 12 September 2025

Transfer of accounts receivable: Subject to the terms and conditions of the Factoring Agreement 1, the creditor's rights and relevant rights of the Accounts Receivable 1 shall be transferred to Dongrui, with the transfer amount of the Accounts Receivable 1 of RMB4,378,958.90 (equivalent to approximately HK\$4.8million).

Consideration: Dongrui has agreed to pay Wuhan Hezong a consideration of RMB4,000,000.00 (equivalent to approximately HK\$4.4million) for the transfer of all the Accounts Receivable 1 upon the execution of the Factoring Agreement 1.

Interest rate: 9.50% per annum

Type of factoring: The factoring is with recourse. Dongrui may demand Wuhan Hezong to repurchase all the outstanding Accounts Receivable 1 upon the end of the term, including but not limited to the principal amount of the outstanding Accounts Receivable 1, interest and other related expense incurred by the outstanding accounts receivable.

Repayment upon repurchase: Upon the exercise of repurchase right by Dongrui, Wuhan Hezong shall repay the principal with interest and other related expenses to be paid in a lump sum upon the end of the term

(2) THE FACTORING AGREEMENT 2 WITH WUHAN HEZONG

The principal terms of the Factoring Agreement 2 are set out as follows:

Date of agreement: 25 September 2024

Parties: Dongrui
Wuhan Hezong

Financing term: From the date of this agreement to 24 September 2025

Transfer of accounts receivable: Subject to the terms and conditions of the Factoring Agreement 2, the creditor's rights and relevant rights of the Accounts Receivable 2 shall be transferred to Dongrui, with the transfer amount of the Accounts Receivable 2 of RMB20,690,580.82 (equivalent to approximately HK\$22.8million).

Consideration: Dongrui has agreed to pay Wuhan Hezong a consideration of RMB18,900,000.00 (equivalent to approximately HK\$20.8million) for the transfer of all the Accounts Receivable 2 upon the execution of the Factoring Agreement 2.

Interest rate: 9.50% per annum

Type of factoring: The factoring is with recourse. Dongrui may demand Wuhan Hezong to repurchase all the outstanding Accounts Receivable 2 upon the end of the term, including but not limited to the principal amount of the outstanding Accounts Receivable 2, interest and other related expense incurred by the outstanding accounts receivable.

Repayment upon repurchase: Upon the exercise of repurchase right by Dongrui, Wuhan Hezong shall repay the principal with interest and other related expenses to be paid in a lump sum upon the end of the term

(3) THE FACTORING AGREEMENT 3 WITH WUHAN HEZONG

The principal terms of the Factoring Agreement 3 are set out as follows:

Date of agreement:	28 October 2024
Parties:	Dongrui Wuhan Hezong
Financing term:	From the date of this agreement to 27 October 2025
Transfer of accounts receivable:	Subject to the terms and conditions of the Factoring Agreement 3, the creditor's rights and relevant rights of the Accounts Receivable 3 shall be transferred to Dongrui, with the transfer amount of the Accounts Receivable 3 of RMB30,652,712.33 (equivalent to approximately HK\$33.7million).
Consideration:	Dongrui has agreed to pay Wuhan Hezong a consideration of RMB28,000,000.00 (equivalent to approximately HK\$30.8million) for the transfer of all the Accounts Receivable 3 upon the execution of the Factoring Agreement 3.
Interest rate:	9.50% per annum
Type of factoring:	The factoring is with recourse. Dongrui may demand Wuhan Hezong to repurchase all the outstanding Accounts Receivable 3 upon the end of the term, including but not limited to the principal amount of the outstanding Accounts Receivable 3, interest and other related expense incurred by the outstanding accounts receivable.
Repayment upon repurchase:	Upon the exercise of repurchase right by Dongrui, Wuhan Hezong shall repay the principal with interest and other related expenses to be paid in a lump sum upon the end of the term

INFORMATION OF THE PARTIES

The Company is principally engaged in investment holding. Its subsidiaries are principally engaged in investment property holding in the PRC, provision of financing to customers in the PRC and investment holding.

The JV Company is established in the PRC with limited liability, a non-wholly owned subsidiary of the Company, of which 77.58% equity interest is owned by the Company. It is mainly engaged in the business of provision of finance lease.

Dongrui is an indirect non-wholly owned subsidiary of the Company established in the PRC with limited liability. It is principally engaged in importing and exporting factoring business, domestic and offshore factoring business and consulting service related to commercial factoring.

Wuhan Hezong is established in the PRC with limited liability. It is principally engaged in the sale of building materials, office equipment, wire and cable business; wholesale of stationery supplies; sale of furniture accessories, household appliances, agricultural and sideline products.

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, Wuhan Hezong and its ultimate beneficial owner(s) are independent third parties not connected with the Company and connected persons of the Company. The ultimate beneficial owners of Wuhan Hezong are Ms. Zhang Min, Ms. Tang Lihua, and Ms. Yu Qihui, none of them has any interest in the Group.

To the best knowledge of the Directors, Wuhan Hezong and its respective ultimate beneficial owner(s) do not have any other past or present relationships, whether formal or informal, business or otherwise, implied or explicit, with the Company's existing customers.

REASONS FOR AND BENEFITS OF THE TRANSACTION

Dongrui's principal activity is importing and exporting factoring business, domestic and offshore factoring business and consulting service related to commercial factoring.

Wuhan Hezong has repaid all the outstanding principal and interest of the Previous Factoring Loan. Details in relation to the Previous Factoring Loan has been published by an announcement of the Company on 19 April 2024. The terms of each of the Factoring Agreement 1, the Factoring Agreement 2 and the Factoring Agreement 3 are agreed after arm's length negotiations between the parties on normal commercial terms. The Directors consider that the entering into of each of the Factoring Agreement 1, the Factoring Agreement 2 and the Factoring Agreement 3 is in the ordinary and usual course of business of Dongrui and will generate revenue and cash flow stream from the factoring interest. The provision of factoring principal amount to Wuhan Hezong under each of the Factoring Agreement 1, the Factoring Agreement 2 and the Factoring Agreement 3 will be financed by the internal resources of the Group.

Given each of the Factoring Agreement 1, the Factoring Agreement 2 and the Factoring Agreement 3 was entered into in the ordinary and usual course of business of the Company on normal commercial terms, the Directors are of the view that the terms of each of the Factoring Agreement 1, the Factoring Agreement 2 and the Factoring Agreement 3 are fair and reasonable and are in the interest of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

The transactions contemplated under the Factoring Agreement 1, the Factoring Agreement 2 and the Factoring Agreement 3 in aggregate will constitute, pursuant to Rule 14.07 of the Listing Rules, a notifiable transaction of the Company, as one of the applicable percentage ratios (defined under the Listing Rules) exceed(s) 5% but is/are less than 25%, the transactions contemplated under the Factoring Agreement 1, the Factoring Agreement 2 and the Factoring Agreement 3 constitutes discloseable transaction of the Company and is thus subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Accounts Receivable 1”	the accounts receivable of Wuhan Hezong as referred to in the underlying transaction documents entered into between Wuhan Hezong and its factoring customers pursuant to the Factoring Agreement 1
“Accounts Receivable 2”	the accounts receivable of Wuhan Hezong as referred to in the underlying transaction documents entered into between Wuhan Hezong and its factoring customers pursuant to the Factoring Agreement 2
“Accounts Receivable 3”	the accounts receivable of Wuhan Hezong as referred to in the underlying transaction documents entered into between Wuhan Hezong and its factoring customers pursuant to the Factoring Agreement 3
“Board”	the board of Directors of the Company
“Company”	Doyen International Holdings Limited (Stock code: 668), a company incorporated in Hong Kong with limited liability, the issued shares of which are listed on the Main Board of the Stock Exchange
“Director(s)”	the director(s) of the Company
“Dongrui”	東銳商業保理(上海)有限公司 (Dongrui Factoring (Shanghai) Co., Ltd.*), a wholly owned subsidiary of the JV Company established in the PRC with limited liability, which is principally engaged in PRC and offshore factoring service
“East Profit Investments”	East Profit Global Investments Limited, a company incorporated in the British Virgin Islands with limited liability, an indirect wholly owned subsidiary of the Company

“Factoring Agreement 1”	a non-revolving factoring financial agreement, entered into between Dongrui and Wuhan Hezong on 13 September 2024, pursuant to which Dongrui agreed to accept the transfer of all the Accounts Receivable 1 for a consideration of RMB4,000,000.00 (equivalent to approximately HK\$4.4million) to be paid upon 12 September 2025
“Factoring Agreement 2”	a non-revolving factoring financial agreement, entered into between Dongrui and Wuhan Hezong on 25 September 2024, pursuant to which Dongrui agreed to accept the transfer of all the Accounts Receivable 2 for a consideration of RMB18,900,000.00 (equivalent to approximately HK\$20.8million) to be paid upon 24 September 2025
“Factoring Agreement 3”	a non-revolving factoring financial agreement, entered into between Dongrui and Wuhan Hezong on 28 October 2024, pursuant to which Dongrui agreed to accept the transfer of all the Accounts Receivable 3 for a consideration of RMB28,000,000.00 (equivalent to approximately HK\$30.8million) to be paid upon 27 October 2025
“Group”	the Company and its subsidiaries as at the date of this announcement
“HK\$”	the Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“independent third party(ies)”	any person or company who is not a connected person (as defined under the Listing Rules) of the Company, and is independent of and not connected with the Company and its connected persons (as defined under the Listing Rules)
“JV Company”	東葵融資租賃(上海)有限公司 (Dongkui Financial Leasing (Shanghai) Co., Ltd.*), a limited liability company established in the PRC which is mainly engaged in the business of provision of financial lease, and a non-wholly owned subsidiary of the Company, of which 77.58% equity interest is owned by the Company
“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 People’s Republic of China and Taiwan

“Previous Factoring Loan”	the factoring loan provided by Dongrui to Wuhan Hezong pursuant to the factoring agreement with the factoring principal amount of RMB19,000,000.00 (equivalent to approximately HK\$20.9million million) entered into between Dongrui and Wuhan Hezong on 19 April 2024
“RMB”	Renminbi, the lawful currency of the PRC
“Shares”	the ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Wuhan Hezong”	武漢合縱創展貿易有限公司 (Wuhan Hezong Chuangzhan Trade Company Limited*), a limited liability company established in the PRC, which is principally engaged in the sale of building materials, office equipment, wire and cable business; wholesale of stationery supplies; sale of furniture accessories, household appliances, agricultural and sideline products

On behalf of the Board
Doyen International Holdings Limited
Cho Chun Wai
Company Secretary

Hong Kong, 28 October 2024

As at the date of this announcement, the Board comprises Mr. Lo Siu Yu (Chairman) and Mr. Cho Chun Wai as executive Directors; Mr. Pan Chuan and Ms. Sun Lin as non-executive Directors; and Mr. Chan Ying Kay, Mr. Leung Kin Hong and Mr. Wang Jin Ling as independent non-executive Directors.

For illustrative purpose of this announcement and unless otherwise specified, conversion of RMB into HK\$ is based on the exchange rate of RMB1.00 = HK\$1.10.

* For identification purposes only