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.

ENERGY INTERNATIONAL INVESTMENTS HOLDINGS LIMITED

能源國際投資控股有限公司 *

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 353)

THE ENTERING INTO OF THE NEW STRUCTURED CONTRACTS

Pursuant to the terms of the Existing Structured Contracts, particularly under the exclusive purchase option agreement and the voting right proxy agreements, the Natural Person Registered Shareholders are not in the position to transfer the equity interest in the Opco unless prior written consent is obtained from the Wfoe.

In August 2025, the Wfoe received the Request Letter jointly issued by the Natural Person Registered Shareholders (i.e., Mr. Sun and Mr. Zhan), the Corporate Registered Shareholder (i.e., Shenzhen Luheneng) and the Opco requesting for the Required Consent by the Wfoe to have the 70% equity interest in the Opco presently registered in the names of the Natural Person Registered Shareholders to be transferred to the Corporate Registered Shareholder.

With the consent by the Wfoe, the Equity Transfer has taken place on 25 August 2025. On 25 August 2025, the Corporate Registered Shareholder, the Natural Person Registered Shareholders, Longguang, the Wfoe, the Opco and other relevant parties entered into the New Structured Contracts, having their terms and conditions substantially the same as those of the Existing Structured Contracts save and except for the change of parties and other consequential and necessary changes, conferring rights and powers to the Wfoe which are the same and/or no less favorable than those under the Existing Structured Contracts, and superseding the Existing Structured Contracts in their entireties.

The superseding of the Existing Structured Contracts by the New Structured Contracts does not have any material adverse impact on the operations nor financial position of the Group. Immediately after the Equity Transfer and the entering into of the New Structured Contracts, the Wfoe will continue to enjoy 70% of the economic benefits generated by the Opco Group, and the financial results of the Opco Group will continue to be accounted for by the Group using the equity method of accounting.

INTRODUCTION

Reference is made to the announcement of the Company dated 17 June 2024 (the "**Previous Announcement**") in relation to, among others, the acquisition by the Company of 40% shareholding of Prosperous Splendor and the details of the Existing Structured Contracts, as supplemented and clarified by the supplemental announcement of the Company dated 29 August 2024 (the "**Supplemental Announcement**", which together with the Previous Announcement are collectively referred to as the "**Previous Announcements**").

Reasons for Using the Contractual Arrangements

As mentioned in the Previous Announcement, Prosperous Splendor Group entered into the Existing Structured Contracts to gain effective control of the management, financial and operating policies of, and enjoy 70% of the economic benefits generated by the Opco Group by way of Contractual Arrangements, because the relevant business as operated by the Opco, namely, value-added telecommunications services business, is subject to foreign investment restriction under the laws of the PRC, such that Prosperous Splendor would not be able to directly own or hold more than 50% equity interests in the Opco.

Foreign investment activities in the PRC are governed by the Special Administrative Measures (Negative List) for the Access of Foreign Investment (2021) (外商投資准入特別管理措施(負面清單) (2021年版)) which was promulgated and are amended from time to time jointly by National Development and Reform Commission and the Ministry of Commerce of the PRC. Value-added telecommunications services business is included in the categories of industries in which foreign investment is restricted to a non-controlling equity interest of not exceeding 50%.

According to the Regulations on the Administration of Foreign-invested Telecommunication Enterprises (2016 Amended) (外商投資電信企業管理規定 (2016年修訂)), (i) the ratio of investment by a foreign investor in a company providing value-added telecommunications services shall not exceed 50%, and (ii) a foreign investor who invests in a value-added telecommunications services company shall have a good track record and operational experience in providing value-added telecommunications services business (the "**Track Record Requirement**") in the PRC. In this regard, the Company was advised by Beijing Yingke Law Firm, Guangzhou Office (北京市盈科(廣州)律師事務所) (the "**PRC Legal Advisers**"), the legal advisers to the Company as to the PRC laws, that the PRC government has not promulgated any detailed rules, measures, guidelines or standard of reference as to what would constitute such Track Record Requirement. In addition, the Administrative Measures on Internet Information Services (互聯網信息服務管理辦法) issued by the PRC State Council on 25 September 2000 and amended on 8 January 2011 regulates the provision of internet information services, requiring profitable internet information service providers to obtain the ICP (Internet Content Provider) License from the relevant authorities. Given

that Prosperous Splendor was not formerly engaged in telecommunications services business, there appeared to be significant uncertainty as to whether Prosperous Splendor could satisfy the Track Record Requirement. Prosperous Splendor was therefore of the view that it was not viable for it to hold the Opco Group directly through equity ownership. In line with common practice in industries subject to foreign investment restrictions in the PRC, Prosperous Splendor decided that it should gain effective control over the Opco Group and receive the economic benefits generated by it through the Contractual Arrangements using VIE structure.

Details of the Existing Structured Contracts

In light of such foreign ownership prohibition, the Wfoe entered into the Existing Structured Contracts, comprising the exclusive service agreement, the business cooperation agreement, the loan agreement, the exclusive purchase option agreement, the equity pledge agreement, the voting right proxy agreements and the spousal undertakings of the Natural Person Registered Shareholders, to control and capture 70% of the economic benefits of the Opco Group. For details of the Existing Structured Contracts, please refer to the Previous Announcements.

The Equity Transfer taken place in August 2025

Pursuant to the terms of the Existing Structured Contracts, particularly under the exclusive purchase option agreement and the voting right proxy agreements, the Natural Person Registered Shareholders are not in the position to transfer the equity interest in the Opco unless prior written consent is obtained from the Wfoe.

In August 2025, the Wfoe received a letter (the "**Request Letter**") jointly issued by the Natural Person Registered Shareholders (i.e., Mr. Sun and Mr. Zhan), the Corporate Registered Shareholder (i.e., Shenzhen Luheneng) and the Opco (the "**Requesting Parties**") requesting for the consent by the Wfoe (the "**Required Consent**") to have the 70% equity interests in the Opco presently registered in the names of the Natural Person Registered Shareholders to be transferred (the "**Equity Transfer**") to the Corporate Registered Shareholder. According to the Requesting Parties, (i) the Corporate Registered Shareholder is a company established under the laws of the PRC with limited liability, a single-purpose vehicle newly established in July 2025 for the sole purpose of holding the 70% equity interest in the Opco; (ii) the Equity Transfer essentially puts in place a holding company structure for the Opco, helping it to strengthen its corporate image as an integrated fintech service provider and thereby facilitating its business development and fund-raising activities; (iii) the registered capital of the Corporate Registered Shareholder is owned as to 98% by Mr. Sun and 2% by Mr. Zhan, mirroring the shareholding proportion of them of 68.6% and 1.4%, respectively, in the equity interests of the Opco immediately prior to the Equity Transfer; and (iv) if the Wfoe is to grant the Required Consent, the Requesting Parties indicated to the Wfoe that they are prepared to procure that new structured contracts, based on terms which are substantially the same and/or no less favorable than those under the Existing Structured Contracts, being entered into by the relevant parties such that the Wfoe can continue to consolidate the financial performance and position of the Opco Group using VIE structure after the Equity Transfer.

Reasons for giving the Required Consent

The Company is a 40% shareholder of Prosperous Splendor which, via HK Holdco, indirectly owns and controls the entire registered capital of the Wfoe. The Company has board representation in the Wfoe and is able to influence its decision making. Following the receiving of the Request Letter, the Wfoe sought the Company's view as to whether to give the Required Consent as regards the Equity Transfer as per the request of the Requesting Parties. The Company communicated to the Wfoe that it has no objection and will support the Wfoe's decision if the Wfoe is to give the Required Consent to the Requesting Parties, provided that the Company is given the right to nominate board representation to the Corporate Registered Shareholder. The Wfoe duly conveyed the Company's request which was later accepted by the Requesting Parties. Accordingly, the Wfoe formally issued the Required Consent to the Requesting Parties as regards the Equity Transfer.

In forming its view and decision to the Wfoe, the Company has taken into consideration the following factors. Prior to the Equity Transfer, the 70% equity interests in the Opco were held by the Natural Person Registered Shareholders (i.e. Mr. Sun and Mr. Zhan), who are individual and PRC nationals. The Board is of the view that the replacement of the Natural Person Registered Shareholders by the Corporate Registered Shareholder could reduce the succession risks associated with natural persons as registered shareholders. In addition, the imposition of extra layer of corporate entity in the group structure of the Opco will provide further protection to the Company if the Company is allowed to appoint board representation to the level of the Corporate Registered Shareholder.

Currently, the sole director of the Corporate Registered Shareholder is Mr. Sun. Following the Equity Transfer, the Company is entitled to and will nominate Mr. Cao, an executive Director and a Co-Chairman of the Board, to be appointed as a director of the Corporate Registered Shareholder. The Company is of the view that the nomination of Mr. Cao as a director of the Corporate Registered Shareholder allows the Group to participate in and exert influence on the operation and management of the Corporate Registered Shareholder, thereby further safeguarding the Company's interest in the Opco Group.

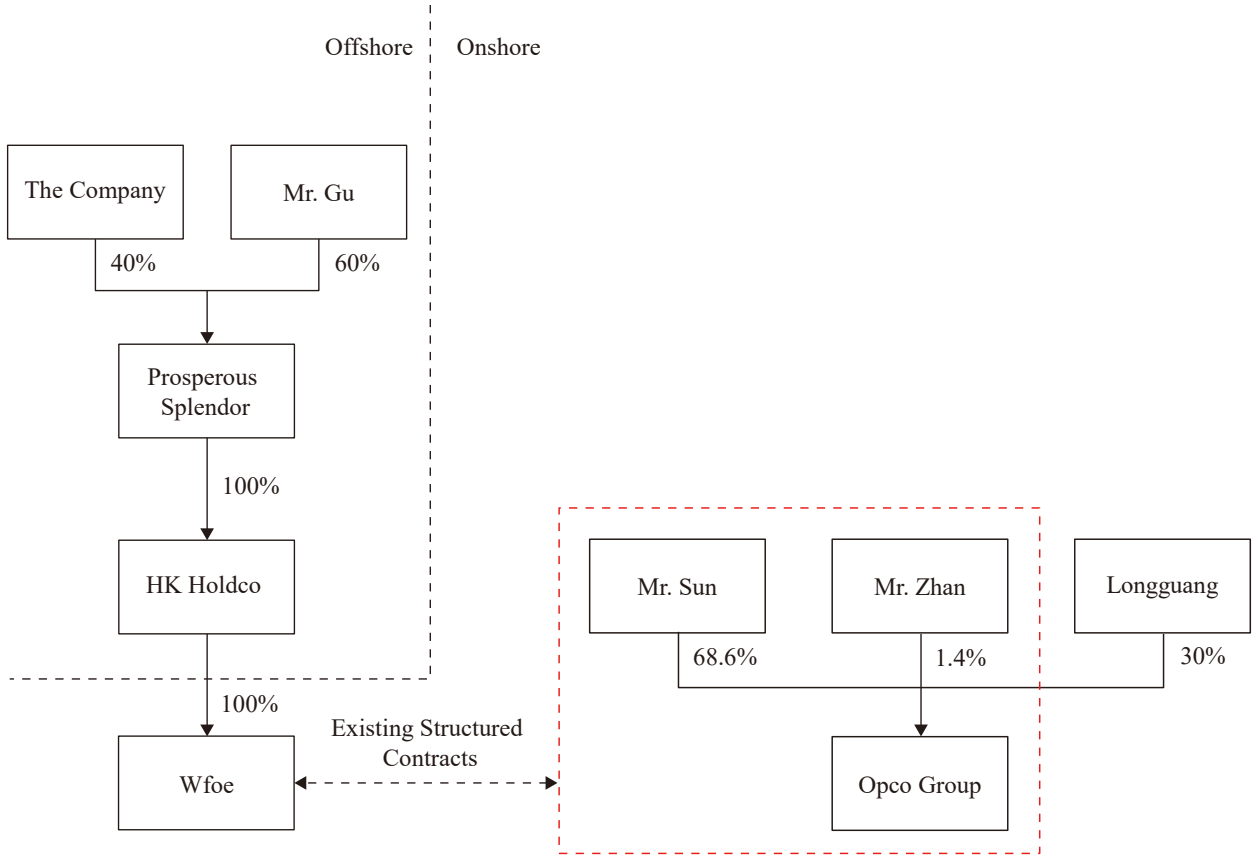
The superseding of the Existing Structured Contracts by the New Structured Contracts does not have any material adverse impact on the operations nor financial position of the Group. Immediately after the Equity Transfer and the entering into of the New Structured Contracts, the Wfoe will continue to enjoy 70% of the economic benefits generated by the Opco Group, and the financial results of the Opco Group will continue to be accounted for by the Group using the equity method of accounting.

On the basis of the above factors and measures, the Directors (including the independent non-executive Directors) are of the view that the giving of the Required Consent as regards the Equity Transfer and the entering into of the New Structured Contracts is in the interest of the Company and the Shareholders as a whole. No Director regarded himself/herself to have a material interest in the giving of the Required Consent or the entering into of the New Structured Contracts which requires him/her to disclose his/her interest and/or to abstain from voting on the Board level regarding such matters.

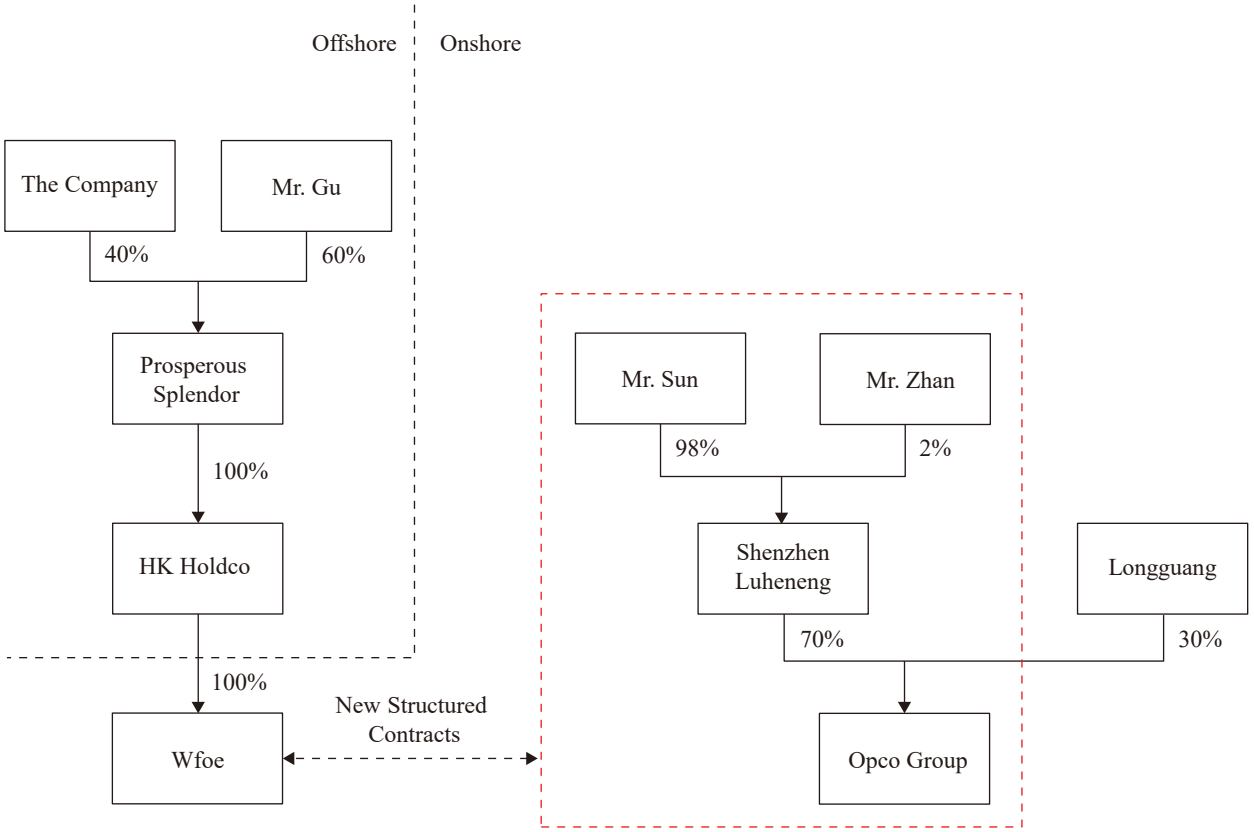
THE CONTRACTUAL ARRANGEMENTS

Group Structure of the Prosperous Splendor Group

The following diagram illustrates the group structure of the Prosperous Splendor Group immediately before the Equity Transfer, while the Existing Structured Contracts were in place:



The following diagram illustrates the group structure of the Prosperous Splendor Group immediately after the Equity Transfer, with the New Structured Contracts now being in place:



Details of the New Structured Contracts

With the consent by the Wfoe, the Equity Transfer has taken place on 25 August 2025. Against the background as described above, on 25 August 2025, the Corporate Registered Shareholder, the Natural Person Registered Shareholders, Longguang, the Wfoe, the Opco and other relevant parties entered into the New Structured Contracts, having their terms and conditions substantially the same as those of the Existing Structured Contracts save and except for the change of parties and other consequential and necessary changes, conferring rights and powers to the Wfoe which are the same and/or no less favorable than those under the Existing Structured Contracts, and superseding the Existing Structured Contracts in their entireties.

Set out below is a summary of the major terms of the New Structured Contracts:

(i) New Exclusive Service Agreement

An exclusive service agreement (the "**New Exclusive Service Agreement**") dated 25 August 2025 has been entered into between Wfoe, Opco and the Corporate Registered Shareholder, pursuant to which Wfoe agreed to provide to Opco and the Corporate Registered Shareholder consulting services including (a) market research; (b) business development and market consultation; (c) consulting services in respect of labor matters; (d) construction and maintenance of information networks and network security; (e) technical support for software and technology; and (f) other services in relation to its business operations. Under the New Exclusive Service Agreement, Wfoe is entitled to charge service fees to Opco and the Corporate Registered Shareholder which is equivalent to 70% of the combined net profits of the Opco Group.

(ii) New Business Cooperation Agreement

A business cooperation agreement (the "**New Business Cooperation Agreement**") dated 25 August 2025 has been entered into between Wfoe, Opco and all its shareholders (i.e. the Corporate Registered Shareholder and Longguang, collectively, the "**Opco Shareholders**"), and the Natural Person Registered Shareholders (i.e. Mr. Sun and Mr. Zhan), pursuant to which: (a) Opco shall not (and Opco Shareholders shall procure Opco not to), without first obtaining Wfoe's consent, make certain material decisions such as merger, reorganisation, acquisition, investment, disposal, offering of loan, incurring of debt, provision of guarantee, security or encumbrance, hire and fire of key management, amendment of constitution, increase, decrease or alteration of registered capital, distribution of dividend, material contracts, liquidation, etc.; (b) Opco shall (and Opco Shareholders shall procure that Opco does so) accept suggestions raised by Wfoe over key management decisions, conduct business in accordance with good standards and practices, provide information to Wfoe, etc.; (c) Opco shall not declare dividends to its shareholders without the prior consent of Wfoe and if it does so, Longguang may retain its 30% entitlement but the Corporate Registered Shareholder shall pass on its 70% entitlement to Wfoe; and (d) the Natural Person Registered Shareholders shall procure that the Corporate Registered Shareholder fully performs, in good faith, its responsibilities, obligations and commitment as stipulated under the New Business Cooperation Agreement.

(iii) New Loan Agreement

A loan agreement (the "**New Loan Agreement**") dated 25 August 2025 has been entered into between the Wfoe (as lender), the Natural Person Registered Shareholders (as borrowers) and the Corporate Registered Shareholder, pursuant to which the Natural Person Registered Shareholders acknowledged the grant by the Wfoe of a term loan in the principal amount of RMB301.7 million for a term of 10 years (which will be automatically renewable for successive periods of five years unless terminated by notice by the Wfoe). Under the terms of the Loan Agreement, (a) the Natural Person Registered Shareholders are not permitted to repay any loan without prior written consent of the Wfoe; (b) the loan shall be guaranteed by the Corporate Registered Shareholder and secured by: (i) the equity pledge over 70% equity interest in Opco held by the Corporate Registered Shareholder; and (ii) the equity pledges over 100% equity interest in the Corporate Registered Shareholder held by the Natural Person Registered Shareholders (collectively, the "**Pledged Equities**") given under the New Equity Pledge Agreements (as defined below), and may be repaid through the exercise of the option over the Pledged Equities granted under the New Exclusive Purchase Option Agreement (as defined below); but (c) save and except the Pledged Equities, the lender shall have no recourse to other assets of the borrowers.

(iv) New Exclusive Purchase Option Agreement

An exclusive purchase option agreement (the "**New Exclusive Purchase Option Agreement**") dated 25 August 2025 has been entered into between the Wfoe, the Opco, the Corporate Registered Shareholder and its shareholders (i.e. the Natural Person Registered Shareholders), pursuant to which the Corporate Registered Shareholder and its shareholders irrevocably granted to the Wfoe or its designee(s) the exclusive options to purchase, at any time if and when permitted under the PRC laws, all or part of the equity interests in the Opco held by the Corporate Registered Shareholder and/or all or part of the equity interests in the Corporate Registered Shareholder held by the Natural Person Registered Shareholders at the agreed price, being the higher of (i) the principal of the loan granted under the New Loan Agreement; and (ii) the lowest price permissible under the PRC laws, and requiring the Corporate Registered Shareholder and its shareholders to return to the Wfoe or its nominee any consideration that the Corporate Registered Shareholder and its shareholders had received from the Wfoe for the acquisition of the equity interests in the Opco or the Corporate Registered Shareholder (as the case may be).

(v) New Equity Pledge Agreements

Equity pledge agreements (the "**New Equity Pledge Agreements**") dated 25 August 2025 have been entered into between the Wfoe, the Opco, the Corporate Registered Shareholder and the Natural Person Registered Shareholders (i.e. Mr. Sun and Mr. Zhan), pursuant to which: (a) the Natural Person Registered Shareholders (as pledgors) pledged 98% and 2% equity interests in the Corporate Registered Shareholder; and (b) the Corporate Registered Shareholder (as pledgor) pledged 70% equity interests in the Opco, in each case in favour of the Wfoe (as pledgee) to guarantee the Natural Person Registered Shareholders' obligation relating to the amounts due under the New Loan Agreement and the performance of the obligations of the Opco under the New Exclusive Service Agreement. Pursuant to the New Equity Pledge Agreements, the Wfoe is entitled to all of the benefits arising from the pledged equity interests including dividends.

(vi) New Voting Right Proxy Agreements

Voting right proxy agreements (the "**New Voting Right Proxy Agreements**") dated 25 August 2025 have been entered into between the Wfoe, the Opco, the Opco Shareholders and the Natural Person Registered Shareholders, pursuant to which the Opco Shareholders and the Natural Person Registered Shareholders (as appointers) granted to the Wfoe the power to exercise the rights as the registered shareholders of the Opco and the Corporate Registered Shareholder, respectively, including the rights to (i) vote in a shareholders' meeting, sign minutes and resolutions, (ii) amend the articles of association, (iii) appoint, select or replace directors, supervisors and senior executives, (iv) transfer or otherwise dispose of the equity interests in the Opco and the Corporate Registered Shareholder, (v) increase or reduce the registered capital of the Opco and the Corporate Registered Shareholder, (vi) merge, divide, dissolve or liquidate the Opco and the Corporate Registered Shareholder, and (vii) exercise all of the rights of the registered shareholders of the Opco and the Corporate Registered Shareholder under the PRC laws or the articles of association of the Opco or the Corporate Registered Shareholder. Under the terms of the Voting Right Proxy Agreements, the Opco Shareholders and the Natural Person Registered Shareholders may not transfer all or any part of their equity interests in the Opco and the Corporate Registered Shareholder, respectively, without the prior written consent of the Wfoe.

(vii) New Spousal Undertakings

Undertakings (the "**New Spousal Undertakings**") dated 25 August 2025 have been executed by the Natural Person Registered Shareholders (i.e. Mr. Sun and Mr. Zhan), and their respective spouses such that the relevant spouse recognised that the equity interests directly or indirectly held by the relevant Natural Person Registered Shareholder in the Opco and the Corporate Registered Shareholder do not form part of their matrimonial property and containing a renunciation by the spouse of the Natural Person Registered Shareholder on any right to the Opco and the Corporate Registered Shareholder.

Dispute Resolutions

The terms of the New Structured Contracts provide that the arbitration tribunal may award remedies over the equity interests or assets of the Opco and/or the Corporate Registered Shareholder, or order the winding up of the Opco and/or the Corporate Registered Shareholder. The New Structured Contracts also include a clause in relation to dispute resolution among the parties whereby, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, the parties thereto may seek temporary injunctive relief or other temporary remedies from the courts in relevant jurisdictions which include Hong Kong and the PRC (being the locations where the principal assets of the Opco and the Corporate Registered Shareholder are located).

Protection of the Interest and Assets of the Opco

The New Structured Contracts include a provision that each agreement is binding on the liquidators, the successors and permitted assignees of the respective parties. In the event of death, bankruptcy, divorce, insolvency, dissolution or cancellation of any of the Corporate Registered Shareholder or its shareholders, the Wfoe may exercise its option(s) under the New Exclusive Purchase Option Agreement to replace the relevant party of such registered shareholder, thus protecting the interest of the Wfoe and allowing the Wfoe to enforce its rights under the New Structured Contracts against the liquidators, the successors and permitted assignees of such registered shareholder.

Legality under the PRC Law

It is the view of the Directors that the New Structured Contracts have been narrowly tailored to minimise the potential conflict with relevant PRC laws and regulations. The PRC Legal Advisers have reviewed the New Structured Contracts and opined that: (a) the New Structured Contracts comply with the PRC laws, rules and regulations, including those applicable to the business of the Wfoe, the Corporate Registered Shareholder and the Opco and are legal, valid and binding on the parties thereto; (b) the New Structured Contracts would not be deemed as "concealing illegal intentions with a lawful form" and void under the PRC contract law; (c) the target business is not one of which foreign investors are specifically disallowed by the relevant laws and regulations in the PRC from using agreements (including through Contractual Arrangements or those under the New Structured Contracts) to gain control or operate. Accordingly, the Directors believe that the New Structured Contracts conferring significant control and economic benefits from the Opco to the Wfoe are enforceable under the relevant laws and regulations. The Company will monitor the development of the relevant PRC laws, including to request the Prosperous Splendor Group to unwind the Contractual Arrangements under the New Structured Contracts to the extent possible and practicable under the relevant PRC laws and regulations.

As advised by the PRC Legal Advisers, the New Structured Contracts do not require any approvals from the PRC governmental authorities, except that: (1) the exercise of the option by the Wfoe under the New Exclusive Purchase Option Agreement to acquire all or part of the equity interests in the Opco and/or the Corporate Registered Shareholder is subject to the approvals of, consent of, filing with and/or registrations with the PRC governmental authorities; (2) the pledges under the New Equity Pledge Agreements are required to be registered with the competent administration bureau for market regulation; and (3) the arbitration awards/interim remedies provided under the dispute resolution provision of the New Structured Contracts must be recognised by the PRC Courts before compulsory enforcement. Based on the above, the Directors believe that the New Structured Contracts conferring significant control and economic benefits from the Opco to the Wfoe are enforceable under the relevant laws and regulations.

Internal Control

The parties have put in place internal control measures to enable the Wfoe to exercise effective internal control over and to safeguard the assets of the Opco Group and the Corporate Registered Shareholder. Under the New Exclusive Purchase Option Agreement, the Corporate Registered Shareholder and the Natural Person Registered Shareholders: (a) shall not sell, transfer, pledge or otherwise dispose of or encumber the assets of the Opco and the Corporate Registered Shareholder without the prior consent of the Wfoe; (b) shall procure that the Opco and the Corporate Registered Shareholder operate their business activities in a prudent and effective manner according to the good financial and business standards and maintain asset value of the Opco and the Corporate Registered Shareholder; and (c) shall meet all request of the Wfoe for the provision of business and financial information of the Opco and the Corporate Registered Shareholder.

Further, as already disclosed in the Supplemental Announcement, the Company entered into a shareholder's agreement (the "**Shareholder's Agreement**") with Mr. Gu on 17 June 2024 to govern the affairs of Prosperous Splendor, containing provisions conferring certain rights to the Company for so long as it remains a shareholder of Prosperous Splendor. In particular, the Shareholder's Agreement conferred on the Company the right to nominate director(s) to each member of the Prosperous Splendor Group, provided that the number of board seat shall be not less than one but not more than such number representing the look-through shareholding interest of the Company in that entity. In furtherance of the Shareholder's Agreement, the Company has already nominated Mr. Cao, an executive Director and the Co-Chairman of the Board, to be appointed as a director of Prosperous Splendor, the HK Holdco, the Wfoe and the Opco, respectively. The Company is of the view that the nomination of Mr. Cao as a director of the principal members of the Prosperous Splendor Group allows the Group to participate in and exert influence on the operation and management of the Prosperous Splendor Group, thereby continuously safeguarding the Company's interest in the Opco Group.

Potential Conflicts of Interest

To mitigate any potential conflict of interest, the Corporate Registered Shareholder and the Natural Person Registered Shareholders granted the New Voting Right Proxy Agreements to appoint the Wfoe as their proxy to act on their behalf on matters concerning their rights as the shareholders of the Opco and the Corporate Registered Shareholder, respectively.

Risks Associated with the Use of the New Contractual Arrangements

(1) FIL Law

On 15 March 2019, the Foreign Investment Law (the "**FIL Law**") was formally passed by the 13th National People's Congress and has taken effect on 1 January 2020 and became the legal foundation for foreign investment in the PRC. However, the FIL Law does not explicitly stipulate the Contractual Arrangements as a form of foreign investment. As advised by the PRC Legal Advisers, the Contractual Arrangements are not currently specified as foreign investment under the FIL Law. Assuming that no future laws, administrative regulations or provisions prescribed by the State Council of the PRC were to change the present state of law by categorising Contractual Arrangements as a form of foreign investment, the New Structured Contracts and the Contractual Arrangements thereunder should continue to be legal, valid and binding on the parties thereto.

Notwithstanding the above, the PRC Legal Advisers have advised the Company that there exist uncertainties regarding the interpretation and application of the PRC laws and regulations regarding the performance and enforcement of the Contractual Arrangements. As such, there can be no assurance that the relevant PRC regulatory authorities will not, in the future, determine that the Contractual Arrangements are in breach of applicable PRC laws. If the Contractual Arrangements are found to be in breach of any existing or future PRC laws, the relevant PRC regulatory authorities would have broad discretion in dealing with such violations, including revoking the business and operating licenses held by the Opco Group, restricting or prohibiting any transactions between the Wfoe and the Opco, imposing penalties or other requirements with which the Wfoe or the Opco may not be able to comply, or requiring the Wfoe or the Opco to restructure the relevant ownership, control or operating structure of the relevant company or its business. The imposition of any of these penalties or requirements could result in a material and adverse effect on its business, and could even result in the Wfoe or the Opco being required to cease the relevant businesses completely. To the best knowledge, information and belief of the Directors having made all reasonable enquiries, as of the date of this announcement, the Company, Mr. Gu, Prosperous Splendor, HK Holdco and Wfoe have not encountered any interference from any governing bodies in operating its business through the Opco under the Contractual Arrangements.

(2) Tax implications

Under the PRC laws and regulations, arrangements and transactions among related parties may be subject to audit or challenge by the PRC tax authorities. The Prosperous Splendor Group could face material adverse tax consequences if the PRC tax authorities determine that the Contractual Arrangements do not represent arm's length negotiations and consequently adjust the income and expenses of the Wfoe for the PRC tax purposes in the form of a transfer pricing adjustment. A transfer pricing adjustment could adversely affect the Prosperous Splendor Group's financial position by increasing the relevant tax liabilities of the Wfoe without reducing the tax liabilities of the Opco. In addition, the PRC tax authorities may impose late payment fees and other penalties on the Wfoe for any unpaid taxes. As a result, any transfer pricing adjustment could have a material adverse effect on the Prosperous Splendor Group's financial position and results of operations.

Under the New Exclusive Purchase Option Agreement, the Wfoe is granted the exclusive option to, when the relevant PRC laws and regulations permit, purchase from the Corporate Registered Shareholder and the Natural Person Registered Shareholders all or part of their equity interests in the Opco and the Corporate Registered Shareholder at a predetermined option exercise price. In the event that the relevant PRC authorities determine that the option exercise price is below the market value, the Wfoe may be required to pay enterprise income tax with reference to the market value such that the amount of tax may be substantial, which could materially and adversely affect the business, financial condition and results of operations of the Prosperous Splendor Group.

(3) Effectiveness of management and flow of economic benefits through the Contractual Arrangements

While the Company has tried its best to put in place internal control measures (as explained above), the Prosperous Splendor Group ultimately relies on the Wfoe's rights under the New Structured Contracts to effect changes in the management of the Opco and make an impact on its business decision making, as opposed to exercising its rights directly as a shareholder. If the Opco or the Corporate Registered Shareholder or the Natural Person Registered Shareholders refuse to cooperate, it will take time for the Prosperous Splendor Group to enforce the contract to exert effective control, exposing the Prosperous Splendor Group to time delay, litigation uncertainties and business disruptions in the meantime.

(4) No insurance covering the risks of the Contractual Arrangements

The insurance of the Group does not cover the risks relating to the Contractual Arrangements and the transactions contemplated thereunder. If any risk arises from the Contractual Arrangements in the future, such as those affecting the enforceability of the Structured Contracts, the results of the Group may be adversely affected. To mitigate the risk, the Group will monitor the relevant legal and operational environment from time to time.

(5) Economic risks of the Company

The Wfoe, as the primary beneficiary of the Opco, is not obligated under any of the New Structured Contracts to share the losses of the Opco or provide financial support to the Opco. Moreover, as a limited liability company, the Opco is solely liable for its own debts and losses. However, since the relevant parties have already entered into the New Structured Contracts, the financial results of the Opco will be consolidated into the financial statements of the Prosperous Splendor Group and it is likely that the Prosperous Splendor Group's business and financial position will be affected if the Opco suffer losses or fails to obtain the requisite licenses and approvals to continue operating its business in the PRC.

(6) Arrangement when potential conflicts of interest arise

The Wfoe relies on the New Structured Contracts to exercise control over and to draw the economic benefits from the Opco. The Wfoe may not be able to provide sufficient incentives to the Corporate Registered Shareholder and its shareholders for the purpose of encouraging them to act in the best interests of the Opco, other than stipulating the relevant obligations in the New Structured Contracts. The Corporate Registered Shareholder and its shareholders may refuse to comply with the New Structured Contracts in the event of conflicts of interest or deterioration of their relationship with the Wfoe, the results of which may have a material adverse impact on the Wfoe's business, prospects and results of operation.

INFORMATION OF THE PARTIES

The Company is an investment holding company and the principal activities of the Company's subsidiaries include the leasing of oil and liquefied chemical terminal (together with its storage and logistics facilities), the trading of oil and liquefied chemical products (which was temporarily suspended) and the trading of electronic products.

Prosperous Splendor is an investment holding company incorporated in the British Virgin Islands with limited liability. As at the date of this announcement, (i) Prosperous Splendor is a 40% owned associate of the Company, with its other 60% shareholding being owned by Mr. Gu; (ii) Prosperous Splendor owns 100% shareholding in HK Holdco, an investment holding company incorporated in Hong Kong with limited liability; (iii) HK Holdco owns 100% equity holding in the Wfoe; (iv) the Wfoe effectively enjoys the relevant proportion of economic benefits, controls the management, finance and operations, and consolidates the financial performance and position, of the Opco Group using VIE structure; and (v) the Opco Group is one of the leading credit assessment fintech solution providers in the PRC, and is principally engaged in the provision of credit assessment, fund matching and technical services for financial institutions.

The Corporate Registered Shareholder is a company established in the PRC with limited liability, the registered capital of which being owned as to 98% by Mr. Sun and 2% by Mr. Zhan, respectively. The scope of business of the Corporate Registered Shareholder include the provision of technical services, research and consultancy, internet sales and data services, information consultancy services, enterprise management consultancy services, online data and transaction processing for e-commerce, and value-added telecommunications services. To the best knowledge, information and belief of the Directors having made all reasonable enquiries, Mr. Sun and Mr. Zhan are PRC nationals and Independent Third Parties.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following words and expressions shall have the meanings ascribed to them below:

"associate(s)"	having the meaning ascribed thereto under the Listing Rules
"Board"	the board of Directors
"Company"	Energy International Investments Holdings Limited, a company incorporated in the Cayman Islands with limited liability and whose shares are listed on the Main Board of the Stock Exchange with stock code 353
"connected person"	having the meaning ascribed thereto under the Listing Rules
"Contractual Arrangements"	depending on the context, may mean: (a) the contractual arrangements under the Existing Structured Contracts or the New Structured Contracts, through which the Wfoe effectively enjoys the relevant proportion of economic benefits, controls the management, finance and operations, and consolidates the financial performance and position, of the Opco Group using VIE structure; or (b) just generically, the use of contractual arrangements to gain control in terms of management, finance and operations and the relevant proportion of economic benefits under VIE structure
"Corporate Registered Shareholder" or "Shenzhen Luheneng"	深圳綠合能科技有限公司 (Shenzhen Luheneng Technology Co., Ltd.*), a company incorporated in the PRC with limited liability whose registered capital is owned as to 98% by Mr. Sun and 2% by Mr. Zhan, respectively, and the registered shareholder of 70% equity interests in the Opco immediately after the Equity Transfer
"Director(s)"	the director(s) of the Company

"Existing Structured Contracts"	collectively, (i) the exclusive service agreement; (ii) the business cooperation agreement; (iii) the loan agreement; (iv) the exclusive purchase option agreement; (v) the equity pledge agreement; (vi) the voting right proxy agreements; and (vii) the spousal undertakings entered into by and/or among the Wfoe, the Opco, the Natural Person Registered Shareholders, Longguang and other relevant parties, details of which were disclosed in the section headed "INFORMATION OF THE STRUCTURED CONTRACTS" of the Previous Announcement
"Group"	the Company and its subsidiaries
"HK Holdco"	Prosperous Splendor Investments Limited, a company incorporated in Hong Kong with limited liability whose issued shares are wholly owned by Prosperous Splendor
"Hong Kong"	Hong Kong Special Administrative Region of the PRC
"Independent Third Party(ies)"	third party(ies) independent of and not connected with the Company and its connected persons and associates
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Longguang"	深圳龍廣信息科技有限公司 (Shenzhen Longguang Information Technology Co., Ltd*), a company incorporated in the PRC with limited liability, the registered shareholder of 30% equity interests in the Opco and an Independent Third Party
"Mr. Cao"	Mr. Cao Sheng, an executive Director and a Co-Chairman of the Board
"Mr. Gu"	Mr. Gu Siyu (顧思宇), the owner of the other 60% issued share capital of Prosperous Splendor, and an Independent Third Party
"Mr. Sun"	Mr. Sun Yuandong (孫元棟), the registered shareholder of 68.6% equity interest in the Opco prior to the Equity Transfer, the registered shareholder of 98% equity interest in the Corporate Registered Shareholder after the Equity Transfer, and an Independent Third Party

"Mr. Zhan"	Mr. Zhan Guang (占廣), the registered shareholder of 1.4% equity interest in the Opco prior to the Equity Transfer, the registered shareholder of 2% equity interest in the Corporate Registered Shareholder after the Equity Transfer, and an Independent Third Party
"Natural Person Registered Shareholders"	Mr. Sun and Mr. Zhan, the registered shareholders of 70% equity interests in the Opco prior to the Equity Transfer, and the shareholders of 100% equity interests in the Corporate Registered Shareholder, which became the registered shareholders of 70% equity interests in the Opco immediately after the Equity Transfer
"New Business Cooperation Agreement"	having the meaning ascribed thereto in the paragraph headed "Details of the New Structured Contracts" under the section headed "THE CONTRACTUAL ARRANGEMENTS" in this announcement
"New Equity Pledge Agreements"	having the meaning ascribed thereto in the paragraph headed "Details of the New Structured Contracts" under the section headed "THE CONTRACTUAL ARRANGEMENTS" in this announcement
"New Exclusive Purchase Option Agreements"	having the meaning ascribed thereto in the paragraph headed "Details of the New Structured Contracts" under the section headed "THE CONTRACTUAL ARRANGEMENTS" in this announcement
"New Exclusive Service Agreement"	having the meaning ascribed thereto in the paragraph headed "Details of the New Structured Contracts" under the section headed "THE CONTRACTUAL ARRANGEMENTS" in this announcement
"New Loan Agreement"	having the meaning ascribed thereto in the paragraph headed "Details of the New Structured Contracts" under the section headed "THE CONTRACTUAL ARRANGEMENTS" in this announcement
"New Spousal Undertakings"	having the meaning ascribed thereto in the paragraph headed "Details of the New Structured Contracts" under the section headed "THE CONTRACTUAL ARRANGEMENTS" in this announcement

"New Structured Contracts"	collectively, (i) the New Exclusive Service Agreement; (ii) the New Business Cooperation Agreement; (iii) the New Loan Agreement; (iv) the New Exclusive Purchase Option Agreement; (v) the New Equity Pledge Agreements; (vi) the New Voting Right Proxy Agreements; and (vii) the New Spousal Undertakings
"New Voting Right Proxy Agreements"	having the meaning ascribed thereto in the paragraph headed "Details of the New Structured Contracts" under the section headed "THE CONTRACTUAL ARRANGEMENTS" in this announcement
"Opco"	深圳信合元科技有限公司 (Shenzhen Xinheyuan Technology Co., Ltd*), a company incorporated in the PRC with limited liability
"Opco Group"	the Opco and its subsidiaries
"PRC"	the People's Republic of China which, for the purpose of this announcement, excludes Hong Kong, Macau Special Administrative Region of the PRC and Taiwan
"Prosperous Splendor"	Prosperous Splendor Global Limited, a company incorporated in the British Virgin Islands with limited liability, and whose issued share capital is owned as to 40% by the Company and 60% by Mr. Gu, respectively
"Prosperous Splendor Group"	Prosperous Splendor and its subsidiaries, including the Opco Group which are consolidated by Wfoe through Contractual Arrangements
"Share(s)"	ordinary share(s) of HK$0.01 each in the issued share capital of the Company
"Shareholder(s)"	the holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"VIE"	variable interest entity
"Wfoe"	深圳亨晟環球科技有限公司 (Shenzhen Hengsheng Global Technology Co., Ltd.*), a wholly foreign owned enterprise established under the laws of the PRC with limited liability whose registered capital is wholly owned by HK Holdco

"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"RMB"	Renminbi, the lawful currency of the PRC
"%"	per cent.

By order of the Board
Energy International Investments Holdings Limited
Cao Sheng
Co-Chairman

Hong Kong, 26 August 2025

As at the date of this announcement, the executive Directors are Mr. Cao Sheng (Co-Chairman), Mr. Sun Li (Co-Chairman), Mr. Liu Yong (Chief Executive Officer), Mr. Chan Wai Cheung Admiral, Mr. Luo Yingnan and Ms. Wang Yiren; and the independent non-executive Directors are Mr. Tang Qingbin, Mr. Fung Nam Shan and Mr. Sung Ka Woon.

* *For identification purpose only*