

ORIENT OVERSEAS (INTERNATIONAL) LIMITED

AND

COSCO SHIPPING FINANCE COMPANY LIMITED
中远海运集团财务有限责任公司

FINANCIAL SERVICES MASTER AGREEMENT

FOR

YEARS 2026 - 2028



This **Financial Services Master Agreement** is dated as of 28th day of August 2025 between:

(i) Orient Overseas (International) Limited (“OOIL”) of Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda, a company incorporated in Bermuda with limited liability of its members, for itself and on behalf of its subsidiaries, including but not limited to the companies that OOIL may from time to time inform COSCO SHIPPING Finance (as defined below) (collectively referred to as “OOIL Group”); and

(ii) COSCO SHIPPING Finance Company Limited 中远海运集团财务有限责任公司 (“COSCO SHIPPING Finance”) of 8th Floor, 5299 Binjiang Dadao, China (Shanghai) Pilot Free-Trade Zone, China,

(collectively referred to as the “Parties” and individually referred to as the “Party”).

Unless the context requires otherwise, capitalised terms used herein shall have the same meaning as those defined in the continuing connected transactions announcement of OOIL relating to this Master Agreement and bearing the date on or about the date of this Master Agreement (the “Announcement”) and any other announcements published pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “Listing Rules”) from time to time relating to this Master Agreement (the “Future Announcements”).

WHEREAS:

1) COSCO SHIPPING Finance has been providing deposit service, loan service and other financial services (including but not limited to clearing services and foreign exchange services) to OOIL Group as may be agreed from time to time (the “Services”).

2) Members of OOIL Group and COSCO SHIPPING Finance have entered into or will enter into one or more written agreements for the provision of the Services by COSCO SHIPPING Finance to OOIL Group, on the terms and subject to the conditions as provided therein (individually the “Agreement” and collectively the “Agreements”) and as supplemented by the terms in this Master Agreement.

NOW, in consideration of the mutual covenants and promises below, and of other good and valuable consideration, the Parties agree as follows:

1. Scope of Services

COSCO SHIPPING Finance has agreed to provide the Services to OOIL Group from time to time based on the terms and conditions in the respective Agreements for the Services and this Master Agreement. In the event of conflict, save for clause 2, clause 3, clause 4 and clause 9 of this Master Agreement, all the other terms of the Agreements shall prevail over this Master Agreement. For avoidance of doubt, clause 2, clause 3, clause 4 and clause 9 of this Master Agreement shall prevail over the Agreements.

2. Term and termination

This Master Agreement is for a term of three years commencing on 1st January 2026 and ending on 31st December 2028 (the “Term”). OOIL for itself and on behalf of OOIL Group, and COSCO SHIPPING Finance have agreed that during the Term, the commencement date of each Agreement for the Services shall be the later of the commencement date of this Master Agreement and each Agreement, and the termination date of each Agreement shall be the earlier of the termination date of this Master Agreement (unless renewed as provided below) and each Agreement.

This Master Agreement is renewable for successive periods of three years subject to mutual agreement of OOIL and COSCO SHIPPING Finance in writing, at least one month prior to the expiry of each successive term of three years (unless otherwise agreed by both Parties).

The effectiveness and any renewal of this Master Agreement will be subject to compliance with the applicable Listing Rules requirements (including, if required, independent shareholders’ approval requirement) and other requirements under applicable laws, rules and regulations.

This Master Agreement can be early terminated by either Party giving the other Party at least three months’ prior written notice.

The Parties acknowledge that OOIL is required to comply with all applicable requirements and obligations under the Listing Rules, including, if required, the convening of a shareholders’ meeting of OOIL in accordance with the Listing Rules for obtaining the approval of the independent shareholders of OOIL for the relevant continuing connected transactions contemplated under this Master Agreement (the “Non-exempt Services”) and the maximum daily limits and/or annual caps (the “Shareholders’ Approval”).

The Parties agree that the performance by the members of OOIL Group of their obligations with respect to the Non-exempt Services shall be conditional upon obtaining the Shareholders’ Approval. For avoidance of doubt, the Shareholders’ Approval in respect of the Non-exempt Services, regardless of whether it is obtained, shall not affect the performance by each Party of its obligations with respect to the Services other than the Non-exempt Services.

3. Pricing policies

OOIL and COSCO SHIPPING Finance have agreed that the transaction terms of the Services shall be on normal commercial terms and fair and reasonable, and shall not be less favourable to OOIL Group than those offered by COSCO SHIPPING Finance to the other members of COSCO SHIPPING Group (being China COSCO SHIPPING Corporation Limited, its subsidiaries and associates) with same level of status for the same type of services at the same period of time and also shall not be less favourable than the terms then offered by independent third party onshore financial institutions (which are generally onshore commercial banks) to OOIL Group for the same type of services.

OOIL and COSCO SHIPPING Finance have further agreed that:

- (a) the interest rates for deposits shall be determined with reference to (i) market interest rates, being interest rates determined by independent third party onshore commercial banks providing the same type of deposit services in their ordinary and usual course of business in the same or nearby service area and subject to normal commercial terms, and shall be in accordance with the principle of fairness and reasonableness; and (ii) the interest rate offered by COSCO SHIPPING Finance for the same type of deposits placed by other members of COSCO SHIPPING Group with same level of status;
- (b) the interest rates for loans shall not be higher than the loan prime rate and shall be determined with reference to (i) market interest rates, being interest rates determined by independent third party onshore commercial banks providing the same type of loan services in their ordinary and usual course of business in the same or nearby service area and subject to normal commercial terms, and shall be in accordance with the principle of fairness and reasonableness; and (ii) the interest rate charged by COSCO SHIPPING Finance for the same type of loans provided to other members of COSCO SHIPPING Group with same level of status; and
- (c) the pricing policies for other financial services shall be determined with reference to (i) the handling fees charged by independent third party onshore commercial banks to OOIL Group for the same type of services; and (ii) the handling fees charged by COSCO SHIPPING Finance to independent third parties with the same status for the same type of services.

4. Cap

OOIL and COSCO SHIPPING Finance have acknowledged that the Services provided by COSCO SHIPPING Finance to OOIL Group will constitute continuing connected transactions under the Listing Rules.

Each Party agrees to comply with the Listing Rules, and to set maximum daily limit of deposits, maximum daily limit of loan facilities and maximum aggregate annual value for the Services, determined by reference to previous transactions or based on reasonable assumptions and projections if there are no previous transactions.

Both Parties agree that the maximum daily limit of deposits, maximum daily limit of loan facilities and annual caps for the Services set for the financial years ending 31st December 2026, 2027 and 2028 are set out in the Announcement or the Future Announcements if applicable.

At any time during the Term of this Master Agreement, if the total amount involved in the transactions for the relevant Services under this Master Agreement in the relevant financial year is expected to or will exceed the relevant published cap (as applicable) as set out in the Announcement or the Future Announcements if applicable, both Parties agree that they shall comply with all applicable requirements and obligations under the Listing Rules, including obtaining the Shareholders' Approval, if applicable. Before all the relevant regulatory requirements have been met, both Parties agree to use their best endeavours to monitor the total amount of such transactions for the year to ensure it will not exceed the relevant published cap

and to terminate the relevant continuing connected transactions contemplated under this Master Agreement if considered appropriate and if so required.

5. Risk evaluation and control

- (a) COSCO SHIPPING Finance shall ensure the security of the funds of the OOIL Group, that its funds management information system (i) operates safely; (ii) has passed the security test in respect of the interface with online banking of commercial banks; (iii) has attained the security standards for commercial banks in the People's Republic of China ("PRC"); and (iv) has adopted the certification authority security certificate mode.
- (b) COSCO SHIPPING Finance shall operate strictly in compliance with the risk monitoring indicators guidelines for finance companies issued by the National Financial Regulatory Administration ("NFRA"), and shall ensure that its main regulatory indicators such as liquidity ratio comply with the requirements of the NFRA and other relevant PRC laws and regulations.
- (c) COSCO SHIPPING Finance shall (i) submit monthly financial statements to OOIL's executive directors and senior management for review by the fifth business day of the following month; and (ii) provide OOIL with sufficient information on its various financial indicators and interim and annual financial statements to enable OOIL Group to monitor and review its financial conditions.
- (d) COSCO SHIPPING Finance shall obtain OOIL's prior written consent if COSCO SHIPPING Finance makes any long-term equity investment.
- (e) OOIL shall have the right to assign professional parties and personnel to conduct dynamic assessment and supervise the risk status of the funds it deposited with COSCO SHIPPING Finance, and COSCO SHIPPING Finance shall cooperate accordingly.
- (f) If COSCO SHIPPING Finance fails to repay any deposit as scheduled, COSCO SHIPPING Finance agrees that OOIL shall have the right to offset any loan payable to COSCO SHIPPING Finance with the deposit of OOIL Group. If OOIL Group fails to repay any loan as scheduled, OOIL agrees and shall procure its subsidiaries to agree that COSCO SHIPPING Finance shall have the right to deduct any deposit placed by OOIL Group to offset the unpaid loan.

6. Entire agreement

This Master Agreement (including the Agreements, schedules, exhibits and addenda executed or to be executed) is the entire agreement and understanding between OOIL and COSCO SHIPPING Finance, and supersedes all prior or contemporaneous verbal or written agreements, arrangement and understanding between OOIL and COSCO SHIPPING Finance relating to provision of the Services by COSCO SHIPPING Finance to OOIL Group.

7. OOIL's representation and warranties

OOIL for itself and on behalf of OOIL Group represents, warrants and covenants for the benefits of COSCO SHIPPING Finance (all such representations, warranties, and covenants being continuing during the Term of this Master Agreement) that:

- (a) OOIL and each member of OOIL Group are corporations validly existing and in good standing under the laws of the jurisdiction of their respective organisations;
- (b) this Master Agreement and the Agreements have been and will be duly authorised, executed and delivered by OOIL or a member of OOIL Group and each constitutes a valid, legal and binding agreement enforceable in accordance with its terms;
- (c) save as provided in this Master Agreement, no approval, consent, or withholding of objection is required from or any filing or other registration is required to be made with any governmental or regulatory authority with respect to the execution or performance by OOIL or a member of OOIL Group of this Master Agreement and the Agreements, or if any such approval or filing is required, it has been obtained or made; and
- (d) the entering into and performance by OOIL or a member of OOIL Group of this Master Agreement and the Agreements will not violate any judgment, order, law or regulation applicable to OOIL or a member of OOIL Group or any provision of the constitutional documents of OOIL or a member of OOIL Group.

8. COSCO SHIPPING Finance's representation and warranties

COSCO SHIPPING Finance represents, warrants and covenants for the benefits of OOIL (all such representations, warranties, and covenants being continuing during the Term of this Master Agreement) that:

- (a) COSCO SHIPPING Finance is a corporation validly existing and in good standing under the laws of the jurisdiction of its organisation;
- (b) this Master Agreement and the Agreements have been and will be duly authorised, executed and delivered by COSCO SHIPPING Finance and each constitutes a valid, legal and binding agreement enforceable in accordance with its terms;
- (c) save as provided in this Master Agreement, no approval, consent, or withholding of objection is required from or any filing or other registration is required to be made with any governmental authority or regulatory with respect to the execution or performance by COSCO SHIPPING Finance of this Master Agreement and the Agreements, or if any such approval or filing is required, it has been obtained or made;
- (d) the entering into and performance by COSCO SHIPPING Finance of this Master Agreement and the Agreements will not violate any judgment, order, law or regulation applicable to COSCO SHIPPING Finance or any provision of the constitutional documents of COSCO SHIPPING Finance:

- (e) COSCO SHIPPING Finance shall ensure its funds management information system to operate safely and stably to ensure to safety of the funds of OOIL Group; and
- (f) COSCO SHIPPING Finance has all the requisite qualifications to provide the Services and shall strictly comply with the risk management protocols promulgated by NFRA and the relevant PRC laws and regulations as amended from time to time.

9. Confidentiality

Each of OOIL and COSCO SHIPPING Finance agrees that any information provided or disclosed at any stage in connection with this Master Agreement or in connection with the negotiation of cooperation under this Master Agreement constitutes confidential information (the "Confidential Information"). Unless otherwise agreed in writing by both Parties, the Party who receives the Confidential Information from the other Party (the "Recipient") (and shall procure that each member of its group, and each such connected person), shall keep the Confidential Information strictly confidential and shall not disclose it to any third party or any other persons, except in the following circumstances:

- (a) the Confidential Information is in or will come into the public domain (and such information was not disclosed to the public by the Recipient);
- (b) the disclosure of Confidential Information is required by applicable laws, rules and regulations, securities rules of the place of listing (including but not limited to the Listing Rules, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended from time to time), or required by the government, any court of competent jurisdiction or any competent regulatory body, provided that the disclosing Party shall promptly notify the other Party (where practicable and lawful to do so) before the announcement is made or disclosure occurs (as the case may be) and shall co-operate with the other Party regarding the timing and content of such announcement or disclosure (as the case may be) or any action which the other Party may reasonably elect to take to challenge the validity of such requirement;
- (c) the Confidential Information is being disclosed by either Party to its legal or financial adviser or other adviser on a strictly confidential basis; or
- (d) the Confidential Information is being disclosed on a strictly confidential and need-to-know basis to another member of their group or connected persons.

10. Law and jurisdiction

This Master Agreement shall be governed by and construed in accordance with Hong Kong laws.

11. Notices

Any notice or other communication to be made or delivered pursuant to this Master Agreement shall be in writing by email or telefax or by letter and shall be made or delivered as follows:

To: Orient Overseas (International) Limited
Address: 31/F Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong
Email: LRMLIST-T@oocl.com
Fax no.: 852-2827-1754

To : COSCO SHIPPING Finance Company Limited
Address: 8th Floor, 5299 Binjiang Dadao, China (Shanghai) Pilot Free-Trade Zone, China
Email: yang.yuqing@coscoshipping.com
Fax no.: 86-021-65966140

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement on the day and year first above written.

For and on behalf of
Orient Overseas (International) Limited



Name: TAO Weidong
Title: Executive Director

For and on behalf of
COSCO SHIPPING Finance Company Limited



Name: MA Xianghui
Title: Chairman