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中遠海運國際(香港)有限公司
COSCO SHIPPING INTERNATIONAL (HONG KONG) CO., LTD.
*(Incorporated in Bermuda with limited liability)*
**(Stock Code: 00517)**

# CONTINUING CONNECTED TRANSACTIONS AND DISCLOSEABLE TRANSACTION

## CONTINUING CONNECTED TRANSACTIONS

The Group has been carrying on transactions pursuant to the Existing Agreements which constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules. The Existing Agreements will expire on 31 December 2025 and it is expected that the Group will continue to enter into transactions of a nature similar to the transactions under those agreements from time to time thereafter. In view of the above, on 30 October 2025, the New Agreements were entered into by the Company.

Being the ultimate holding company and immediate holding company of the Company respectively, COSCO SHIPPING and COSCO SHIPPING (Hong Kong) together with their respective associates are connected persons of the Company. Accordingly, the New Agreements and the transactions contemplated thereunder constitute continuing connected transactions of the Company.

As the applicable percentage ratios for the Caps in relation to the Non-exempt Continuing Connected Transactions are expected to be higher than 5% on an annual basis, the Non-exempt Continuing Connected Transactions and the Caps in relation thereto are subject to the reporting, announcement, shareholders' approval and annual review requirements under Chapter 14A of the Listing Rules. The SGM will be convened for the Independent Shareholders to approve the New Master Supply Agreement, the New Financial Services Master Agreement and the transactions contemplated thereunder (except the loan services contemplated under the New Financial Services Master Agreement) and the Caps in relation thereto by poll.

As the applicable percentage ratios for the Caps of the transactions contemplated under the New Master Purchase Agreement, the New Management Services Master Agreement and the New Master Tenancy Agreement are expected to exceed 0.1% but be less than 5% on an annual basis, such transactions are only subject to the reporting, announcement and annual review requirements but are exempt from shareholders' approval requirement under Chapter 14A of the Listing Rules.

**DISCLOSEABLE TRANSACTION**

The provision of deposit services to the Group under the New Financial Services Master Agreement also constitutes the provision of financial assistance by the Group to COSCO SHIPPING Finance under Rule 14.04(1)(e) of the Listing Rules. Since the highest applicable percentage ratio for the provision of such deposit services and the other financial services (except loan services) under the New Financial Services Master Agreement exceeds 5% but is less than 25%, it constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements thereunder.

A circular containing, among other things, (a) further information on the Non-exempt Continuing Connected Transactions and the Caps in relation thereto; (b) the letter of advice in respect of the Non-exempt Continuing Connected Transactions from the independent financial adviser to the independent board committee of the Company and Independent Shareholders; (c) the recommendation in respect of the Non-exempt Continuing Connected Transactions from the independent board committee of the Company and (d) a notice of the SGM will be dispatched to the Shareholders on or before 20 November 2025 in accordance with the Listing Rules.

## CONTINUING CONNECTED TRANSACTIONS

### INTRODUCTION

Reference is made to certain transactions carried on by the Group which constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules as disclosed in the following announcements and circular of the Company:

(a) the announcement dated 18 October 2022 and the supplemental announcement dated 8 November 2022 in relation to, among other things, the Existing Agreements;

(b) the circular dated 14 November 2022 in relation to, among other things, the Existing Master Supply Agreement and the Existing Financial Services Master Agreement; and

(c) the announcement dated 12 September 2024 in relation to the revision of the annual caps of the Existing Management Services Master Agreement and the Existing Master Tenancy Agreement for the financial years ending 31 December 2024 and 2025.

The Existing Agreements will expire on 31 December 2025 and it is expected that the Group will continue to enter into transactions of a nature similar to the transactions under those agreements from time to time thereafter. In view of the above, on 30 October 2025, the following agreements were entered into by the Company:

(a) the New Master Supply Agreement;

(b) the New Financial Services Master Agreement;

(c) the New Master Purchase Agreement;

(d) the New Management Services Master Agreement; and

(e) the New Master Tenancy Agreement.

## NON-EXEMPT CONTINUING CONNECTED TRANSACTION

On 30 October 2025, the Company entered into the following agreement which constitutes a continuing connected transaction of the Company subject to the reporting, announcement, shareholders' approval and annual review requirements under Chapter 14A of the Listing Rules:

### The New Master Supply Agreement

The principal terms of the New Master Supply Agreement are set out below:

**Date:** 30 October 2025

**Parties:** The Company; and

COSCO SHIPPING (Hong Kong)

**Subject matter:** (1) Provision of marine and general insurance brokerage services and other services*(Note)* by the relevant member(s) of the Group to the relevant member(s) of the COSCO SHIPPING Group; and

*Note:* Such other services, if any, are not expected to be significant.

(2) Provision of shipping services, sale of shipping related materials and products and sale of other materials and products by the relevant member(s) of the Group to the relevant member(s) of the COSCO SHIPPING Group, including without limitation:

(a) the provision of ship agency services in relation to shipbuilding, ship trading, chartering businesses and the sale and purchase of marine equipment and other related services and the provision of intelligent shipping services;

(b) the provision of supply and installation, repair, logistics and agency services in relation to (i) ship facilities and accessories, which include equipment, materials, spare parts for vessels, oil drills, projects at sea or on land and ports, (ii) radio communication, satellite communication, navigation equipment and other materials, and (iii) construction materials and facilities, chemicals and information management systems; and

(c) the sale of coatings.

**Duration:** From 1 January 2026 to 31 December 2028 (both dates inclusive)

**Terms and fees:** The transactions contemplated under the New Master Supply Agreement shall be conducted on normal commercial terms and negotiated on arm's length basis and the service fees, commission, brokerage income and the consideration for the sale of materials and products shall be at market rates or rates no less favourable to the relevant member(s) of the Group than those available to independent third parties.

Please refer to the sub-section headed "Pricing policies" for details of the pricing policies.

**Others:** The New Master Supply Agreement is conditional upon the approval by the Independent Shareholders of the New Master Supply Agreement and the Caps in relation thereto.

At any time during the term of the New Master Supply Agreement, the relevant member(s) of the COSCO SHIPPING Group and the relevant member(s) of the Group may from time to time enter into individual agreement(s), or purchase order(s) may be issued by the relevant member(s) of the COSCO SHIPPING Group to the relevant member(s) of the Group and approved by the latter, or invoice(s) or sales order(s) may be issued by the relevant member(s) of the Group to the relevant member(s) of the COSCO SHIPPING Group and approved by the latter (as appropriate) from time to time in relation to any of the products, services or other subject matters contemplated under the New Master Supply Agreement upon and subject to the terms and conditions in compliance with those of the New Master Supply Agreement as may be agreed between the relevant parties.

**Pricing policies:**

The amount of service fees payable by the COSCO SHIPPING Group under the New Master Supply Agreement will be mainly determined by pre-determined formulae adopted by the Group (for example, insurance brokerage services and shipping agency services will be charged at certain fixed percentages (which shall not be lower than the market rates for comparable services as determined in the manner set out below) of the value of the subject matter). The amount of service fees adopting other pricing policies, if any, is expected to be minimal.

The prices for sale of materials and products offered to the COSCO SHIPPING Group shall not be lower than the market rates for similar materials and products (based on similar amount and similar specifications) as determined in the manner set out below.

For the purpose of determining the market rates for services fees and the prices for sale of materials and products, the relevant sales department of the related companies within the Group will consider (for service fees) the certain fixed percentages of the value, or the fixed per unit consideration, of the subject matter at which the provision of comparable services to independent third party customers is charged and (for prices for sale of materials and products) the prices offered to independent third party customers in respect of similar types of materials and products (based on similar amount and similar specifications) respectively and compare to those offered to the COSCO SHIPPING Group. In particular, at least three independent third party customers will be used for comparison.

**Historical amounts:**

The aggregate amounts recognised by the Group for the transactions contemplated under the Existing Master Supply Agreement in respect of each of the financial years ended 31 December 2023 and 31 December 2024 and the nine months ended 30 September 2025 were HK$1,680,404,789, HK$2,119,739,711 and HK$1,920,308,791 respectively.

**Caps and basis of determination of such Caps:**

The Caps of the transactions contemplated under the New Master Supply Agreement and the basis of determination of such Caps are set out as follows:

| | **Caps for the year ending 31 December** | | |
|---|---|---|---|
| | **2026** | **2027** | **2028** |
| | *HK$* | *HK$* | *HK$* |
| Aggregate amount receivable by the Group for transactions contemplated under the New Master Supply Agreement | 3,112,000,000 | 3,279,000,000 | 3,467,000,000 |

In determining the above Caps, the Company has (a) considered the historical transaction amounts; (b) examined and compared the recent performance of the relevant member(s) of the Group for the two financial years ended 31 December 2023 and 31 December 2024 and the nine months ended 30 September 2025; (c) interviewed the management of the relevant member(s) of the Group to obtain opinion on the forecasts of the transactions contemplated under the New Master Supply Agreement for the financial years of 2026 to 2028; and (d) considered the growth trend of the relevant businesses and the market conditions and in particular the following factors:

(i) the recent price movements and trend of the vessels (including the increase in shipbuilding within the COSCO SHIPPING Group);

(ii) the premium rate movements and trend quoted by insurance underwriters;

(iii) the trend of shipping market in the forthcoming years;

(iv) the expected increase in demand for ship trading agency services, shipping related materials, communications and navigation equipment and spare parts for newbuild and existing vessels;

(v) the expected increase in demand for insurance brokerage services from members of the COSCO SHIPPING Group and from reinsurance business in the forthcoming years;

(vi) the expected periodic fluctuations and growth in demand for coatings from container manufacturers within the COSCO SHIPPING Group; and

(vii) the expected increase in demand for the intelligent shipping services provided by 中遠海運綠色數智船舶服務有限公司 (COSCO SHIPPING Green Digital Intelligence Ship Services Co., Ltd.*) ("**Green Intelligence Ship Services**"), a joint venture established by the Company and 中遠海運科技股份有限公司 (COSCO SHIPPING Technology Co., Ltd.*).

**Relationship between the Company and the connected persons:**

Being the ultimate holding company and immediate holding company of the Company respectively, COSCO SHIPPING and COSCO SHIPPING (Hong Kong) together with their respective associates are connected persons of the Company. Accordingly, the New Master Supply Agreement and the transactions contemplated thereunder constitute continuing connected transactions of the Company.

**Listing Rules implications:**

As the applicable percentage ratios for the Caps of the transactions contemplated under the New Master Supply Agreement are expected to be higher than 5% on an annual basis, such transactions are subject to the reporting, announcement, shareholders' approval and annual review requirements under Chapter 14A of the Listing Rules.

## NON-EXEMPT CONTINUING CONNECTED TRANSACTION AND DISCLOSEABLE TRANSACTION

### The New Financial Services Master Agreement

On 30 October 2025, the Company entered into the New Financial Services Master Agreement which constitutes a continuing connected transaction of the Company subject to the reporting, announcement, shareholders' approval and annual review requirements under Chapter 14A of the Listing Rules (except for the loan services contemplated under the New Financial Services Master Agreement, which are fully exempt pursuant to Rule 14A.90 of the Listing Rules). The provision of deposit services and the other financial services (except loan services) under the New Financial Services Master Agreement also constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules. The principal terms of the New Financial Services Master Agreement are set out below:

**Date:** 30 October 2025

**Parties:** The Company; and

COSCO SHIPPING Finance

**Subject matter:** Provision of a range of financial services, including the deposits services, loan services (except for loans to be secured by the assets of the relevant member(s) of the Group), clearing services, remittance services, entrusted loan services (as lending agent in entrusted loan arrangements among members of the Group), acceptance bill issuance services, foreign exchange services, and other services which may be provided by COSCO SHIPPING Finance as approved by the NFRA, by COSCO SHIPPING Finance to the Group.

**Duration:** From 1 January 2026 to 31 December 2028 (both dates inclusive)

**Terms and fees:** The transactions contemplated under the New Financial Services Master Agreement shall be conducted on normal commercial terms and negotiated on arm's length basis and the terms of the transactions (including the interest receivable by the Group and the fees (including the service fees and handling charges) payable by the Group) shall be at market rates or rates no less favourable than those offered by COSCO SHIPPING Finance to independent third parties or those offered to the relevant member(s) of the Group by independent third parties (as appropriate).

Other than the deposits which have specified deposit terms or notice period, the Group may at any time withdraw the funds deposited with COSCO SHIPPING Finance without incurring any penalty.

Please refer to the sub-section headed "Pricing policies" for details of the pricing policies.

**Others:** The New Financial Services Master Agreement is conditional upon the approval by the Independent Shareholders of the New Financial Services Master Agreement (except the loan services contemplated thereunder) and the Caps in relation thereto.

At any time during the term of the New Financial Services Master Agreement, COSCO SHIPPING Finance and the relevant member(s) of the Group may from time to time enter into individual agreement(s), or invoice(s) may be issued by COSCO SHIPPING Finance to the relevant member(s) of the Group and approved by the latter (as appropriate) in relation to any of the services contemplated under the New Financial Services Master Agreement upon and subject to the terms and conditions in compliance with those of the New Financial Services Master Agreement as may be agreed between the relevant parties.

**Pricing policies:**

Pricing policies to be adopted by COSCO SHIPPING Finance in determining the interest payable to or receivable by the Group (as appropriate) or service fees payable by the Group for the services are set out below:

| ***Service nature:*** | ***Pricing principle:*** |
|---|---|
| Deposit services | Subject to compliance with the interest rate policies of the PBOC, the interest rate for such deposit services shall:<br><br>(a) be no lower than, no less favourable than, and determined on an arm's length basis with reference to, the market interest rates (being the interest rates offered by at least three independent third party commercial banks and/or financial institutions providing the same type of deposit services on normal commercial terms in their ordinary course of business in the same or nearby service area); and<br><br>(b) be determined also with reference to the interest rates offered by COSCO SHIPPING Finance to other COSCO SHIPPING Entities with the same qualities for the same type of deposit in the same period of time. |
| Loan services | Subject to the compliance with the interest rate policies of the PBOC, interest rate for such loan shall:<br><br>(a) be no higher than, and determined on an arm's length basis with reference to, the market interest rates (being the interest rates charged by at least three independent third party commercial banks and/or financial institutions providing the same type of loan services on normal commercial terms in their ordinary course of business in the same or nearby service area); and |

(b) be determined also with reference to the interest rates charged by COSCO SHIPPING Finance to other COSCO SHIPPING Entities with the same qualities for the same type of loan in the same period of time.

Clearing services — No service fee will be charged by COSCO SHIPPING Finance for the time being.

Other services — Service fees for other services (including but not limited to foreign exchange services) shall be:

(a) no higher than the fee standards prescribed by the PBOC or the NFRA for the same type of financial services;

(b) no higher than those charged by at least three independent third party commercial banks in the PRC for services of similar nature; and

(c) no higher than those charged by COSCO SHIPPING Finance to other COSCO SHIPPING Entities for similar services.

**Historical amounts:**

The highest daily cash balance(s) of all cash deposits accounts of member(s) of the Group maintained with COSCO SHIPPING Finance (together with interests accrued thereon) under the Existing Financial Services Master Agreement in respect of each of the financial years ended 31 December 2023 and 31 December 2024 and the nine months ended 30 September 2025 were RMB685,323,356, RMB709,677,411 and RMB686,181,468 respectively.

For each of the financial years ended 31 December 2023 and 31 December 2024 and the nine months ended 30 September 2025, no loans services were provided by COSCO SHIPPING Finance to the Group under the Existing Financial Services Master Agreement.

The fees (including service fees and handling charges) charged by COSCO SHIPPING Finance for the financial services under the Existing Financial Services Master Agreement in respect of each of the financial years ended 31 December 2023 and 31 December 2024 and the nine months ended 30 September 2025 amounted to RMB44,948, RMB39,396 and RMB24,823 respectively.

**Caps and basis of determination of such Caps:**

The Caps of the transactions contemplated under the New Financial Services Master Agreement and the basis of determination of such Caps are set out as follows:

| | Caps for the year ending 31 December | | |
|---|---|---|---|
| | **2026** | **2027** | **2028** |
| | *RMB* | *RMB* | *RMB* |
| Amount of daily cash balance(s) of all cash deposits accounts of member(s) of the Group maintained with COSCO SHIPPING Finance (together with interests accrued thereon) and all fees (including service fees and handling charges for the clearing services, remittance services, entrusted loan services, acceptance bill issuance services, foreign exchange services, and other services which may be provided by COSCO SHIPPING Finance as approved by the NFRA) payable by the Group to COSCO SHIPPING Finance for transactions (except transactions in connection with the provision of loan services) contemplated under the New Financial Services Master Agreement | 810,000,000 | 815,000,000 | 820,000,000 |
| Amount of daily outstanding balance(s) of all loan accounts of the member(s) of the Group maintained with COSCO SHIPPING Finance (together with interests accrued thereon) and all service fees and handling charges for the loan services payable by the Group to COSCO SHIPPING Finance for loan transactions contemplated under the New Financial Services Master Agreement*(Note)* | 150,000,000 | 170,000,000 | 200,000,000 |

*Note:* For the avoidance of doubt, the loan balances in respect of the entrusted loan arrangements within the Group are not included as COSCO SHIPPING Finance will only perform the role as a lending agent to handle and facilitate such arrangements.

In determining the above Caps, the Company has (a) considered the historical transaction amounts; (b) interviewed the management of the relevant member(s) of the Group to obtain opinion on the anticipated cash flow demand based on current scale and daily operation of the relevant businesses and the forecasts of the transactions contemplated under the New Financial Services Master Agreement for the financial years of 2026 to 2028; (c) considered the expected macroeconomic environment of the relevant businesses and in particular the strategies of the treasury management of the Group taking into account the business development plans, financial needs and anticipated cash flows of the Group as well as the sustainable business development of the Group (and in particular, (i) the expected increase in cash inflows arising from the expected growth of the ship trading, insurance and marine equipment supply businesses of the Group; and (ii) the expected funding requirements of Green Intelligence Ship Services' research and development projects and of the coating business of the Group (which has a credit-based sales model with bulk ordering patterns)); and (d) considered the expected demand of the Group for deposit services provided by COSCO SHIPPING Finance as a result of its competitive edge over other financial services providers becoming more apparent, arising from continuing improvement in its services which can better serve the development needs of the Group.

Since the historical amounts of the service fees and handling charges for the financial services are immaterial and the Board currently expects that such service fees and handling charges will be immaterial during the term of the New Financial Services Master Agreement, the Company considers that there is no need to set separate caps solely for such service fees and handling charges.

**Relationship between the Company and the connected persons:**

COSCO SHIPPING Finance is a subsidiary of COSCO SHIPPING, the ultimate holding company of the Company. Therefore, COSCO SHIPPING Finance is an associate of COSCO SHIPPING and a connected person of the Company. Accordingly, the New Financial Services Master Agreement and the transactions contemplated thereunder constitute continuing connected transactions of the Company.

**Listing Rules implications:**

As the applicable percentage ratios for the Caps of the transactions contemplated under the New Financial Services Master Agreement (except the loan services to be provided by COSCO SHIPPING Finance, which are fully exempt pursuant to Rule 14A.90 of the Listing Rules as mentioned below) are expected to be higher than 5% on an annual basis, such transactions and the Caps in relation thereto are subject to the reporting, announcement, shareholders' approval and annual review requirements under Chapter 14A of the Listing Rules.

The provision of deposit services to the Group under the New Financial Services Master Agreement also constitutes the provision of financial assistance by the Group to COSCO SHIPPING Finance under Rule 14.04(1)(e) of the Listing Rules. Since the highest applicable percentage ratio for the provision of such deposit services and the other financial services (except loan services) under the New Financial Services Master Agreement exceeds 5% but is less than 25%, it constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements thereunder.

The provision of loan services to the Group under the New Financial Services Master Agreement also constitutes the provision of financial assistance to the Group by COSCO SHIPPING Finance. As the loan transactions will be conducted on normal commercial terms or better and they will not be secured by the assets of the Group, the loan transactions contemplated under the New Financial Services Master Agreement are fully exempt from shareholders' approval, annual review and all disclosure requirements pursuant to Rule 14A.90 of the Listing Rules.

**Capital Risk Control Measures under the New Financial Services Master Agreement**

Under the New Financial Services Master Agreement, COSCO SHIPPING Finance shall:

(a) use its best endeavours and take all reasonable measures to ensure the deposits of the Group will be used primarily for the provision of fund transfer services and entrustment loan services to the Group;

(b) in order to ensure the security of the funds of the member(s) of the Group, ensure that the funds management information systems (a) operate safely, (b) have all passed the security test in respect of the interface with online banking of commercial banks, (c) have attained the security standards on par with that of commercial banks in the PRC, and (d) have all adopted the security certificate authentication system;

(c) operate strictly in compliance with the risk monitoring indicator guidelines for finance companies issued by the NFRA from time to time, and ensure that its main regulatory indicators such as capital adequacy ratio and liquidity ratio comply with the requirements of the NFRA and other relevant PRC laws and regulations;

(d) ensure that within 3 business days after submission of regulatory report to the NFRA, a copy of the same will be submitted to the Company's senior management and executive Directors for review;

(e) ensure that monthly financial statements will be submitted to the Company's senior management and executive Directors for review on the fifth business day of the following month, and provide the Company with sufficient information on its various financial indicators and semi-annual and annual financial statements to enable the Group to monitor and review its financial conditions;

(f) cooperate with the Company in allowing the Company to appoint professional institutions and personnel to proactively assess and monitor the risks of funds deposited with COSCO SHIPPING Finance and provide the Company's auditors with records of the transactions under the New Financial Services Master Agreement upon reasonable prior notice so that the Company's auditors can report on the matters contemplated under the New Financial Services Master Agreement in accordance with the requirements of the Listing Rules;

(g) obtain the Company's prior written consent if COSCO SHIPPING Finance makes any long-term equity investment; and

(h) notify the Company in writing within 2 business days upon occurrence of the following events to COSCO SHIPPING Finance and take measures to prevent the occurrence or aggravation of loss, and cooperate with the Company in complying with information disclosure obligations:

(i) impending or anticipated bank runs, failure to pay debts when due, funds liquidity problems, substantial amount of loan overdue or large advance on guarantee, serious computer system failure, robbery or fraud;

(ii) involvement of directors or senior management in material events such as criminal cases;

(iii) material change in its equity or corporate structure or business operations that affects its normal business;

(iv) material operational risks which affect or may affect its normal operations;

(v) debts owing by its shareholders to it being overdue by over 6 months;

(vi) serious payment crises;

(vii) its loss exceeding 30% of its registered capital in a given year or exceeding 10% of its registered capital for 3 consecutive years;

(viii) non-compliance of any regulatory indicator with the requirements under《企業集團財務公司管理辦法》(the Measures for the Administration of Finance Companies of Enterprise Groups*);

(ix) material administrative penalty and orders for rectification imposed by regulatory authorities such as the NFRA;

(x) judicial, legal or regulatory proceedings or investigations which have a material impact on its financial position; or

(xi) the occurrence of other matters which may adversely affect or create significant security concerns on the deposits of the members of the Group.

In such events, COSCO SHIPPING Finance shall actively adjust its balance sheet, cooperate with the Company's relevant risk response requirements in a timely manner, and effectively control and eliminate the risks, in order to ensure the security of the relevant assets of the members of the Group, and the members of the Group shall have the right to adopt appropriate measures (including early withdrawal of deposits or suspension of the making of further deposits) to safeguard their assets. In addition, in the event of emergencies such as payment difficulties of COSCO SHIPPING Finance, pursuant to the Measures for the Administration of Finance Companies of Enterprise Groups and the articles of association of COSCO SHIPPING Finance, COSCO SHIPPING Finance shall ensure COSCO SHIPPING (as the parent company of COSCO SHIPPING Finance) will increase the capital of COSCO SHIPPING Finance in accordance with its actual needs for resolving its payment difficulties.

Further, under the New Financial Services Master Agreement, if any member of the Group cannot withdraw all or any of the deposits placed with COSCO SHIPPING Finance, the Group has the right to offset the deposit amounts owing by COSCO SHIPPING Finance to the relevant member(s) of the Group against the loans advanced by COSCO SHIPPING Finance to the relevant member(s) of the Group. On the other hand, if any member of the Group is unable to repay all or any of the loan advanced by COSCO SHIPPING Finance to the relevant member(s) of the Group, COSCO SHIPPING Finance has the right to offset the deposits placed by the relevant member(s) of the Group with COSCO SHIPPING Finance against the outstanding loan amounts owing by the relevant member(s) of the Group to COSCO SHIPPING Finance.

The finance & accounting division of the Company will monitor the interest rates on deposits as well as service fees charged for other financial services by other major commercial banks in the PRC as shown on their respective official websites from time to time.

In respect of the deposits placed by the Group with COSCO SHIPPING Finance, the articles of association of COSCO SHIPPING Finance states that COSCO SHIPPING (being the ultimate holding company of the Company) has undertaken to increase the capital of COSCO SHIPPING Finance in the event that COSCO SHIPPING Finance has difficulty in fulfilling its payment obligation. In addition, COSCO SHIPPING has issued letter of undertaking to the Company, pursuant to which COSCO SHIPPING has unconditionally and irrevocably undertaken that it will, among other things, (i) maintain its effective control over COSCO SHIPPING Finance and guarantee the proper and orderly operation of COSCO SHIPPING Finance; (ii) use its best endeavours and take all reasonable measures to procure COSCO SHIPPING Finance to comply with its obligations in relation to the deposit services under the New Financial Services Master Agreement; and (iii) be responsible for all losses suffered by the Group arising from any failure by COSCO SHIPPING Finance to perform its obligations under the New Financial Services Master Agreement. These provide an assurance to the Group on the safety and liquidity of the Group's deposited funds with COSCO SHIPPING Finance.

The finance & accounting division of the Company will closely monitor the transactions under the New Financial Services Master Agreement and will report to the management of the Company on a regular basis.

The aforesaid capital risk control measures will be able to mitigate the financial risks which may be exposed to the Company to the largest extent, and safeguard the interests of the Company and the Shareholders. The Directors are of the view that the above capital risk control measures are reasonable and effective in monitoring the relevant transactions in all material respects.

## CONTINUING CONNECTED TRANSACTIONS EXEMPT FROM SHAREHOLDERS' APPROVAL REQUIREMENT

On 30 October 2025, the Company entered into the New Master Purchase Agreement, the New Management Services Master Agreement and the New Master Tenancy Agreement which constitute continuing connected transactions of the Company subject to the reporting, announcement and annual review requirements but are exempt from shareholders' approval requirement under Chapter 14A of the Listing Rules.

**(A) The New Master Purchase Agreement**

The principal terms of the New Master Purchase Agreement are set out below:

**Date:** 30 October 2025

**Parties:** The Company; and

COSCO SHIPPING (Hong Kong)

**Subject matter:** Provision of shipping and other services, sale of shipping related materials and products and sale of other materials and products by the relevant member(s) of the COSCO SHIPPING Group to the relevant member(s) of the Group, including without limitation:

(a) the provision of agency services, technical services and ancillary services, including the collection of market information, technical advisory, promotion and marketing, coordination with suppliers and customers, purchase of raw materials and products from suppliers, the provision of assistance in collecting sale proceeds and the procurement or provision of certain after-sale services;

(b) the provision of logistics, transportation and business travel services;

(c) the sale of other materials and products including construction materials and chemicals;

(d) the solicitation and referral of businesses by the COSCO SHIPPING Group to the Group, including recommending products manufactured by the Group to the customers and manufacturers of the COSCO SHIPPING Group; and

(e) the sale of shipping related materials and products.

**Duration:** From 1 January 2026 to 31 December 2028 (both dates inclusive)

**Terms and fees:** The transactions contemplated under the New Master Purchase Agreement shall be conducted on normal commercial terms and negotiated on arm's length basis and the service fees, commission and the consideration for the purchase of materials and products shall be at market rates or rates no less favourable to the relevant member(s) of the Group than those available from independent third parties.

Please refer to the sub-section headed "Pricing policies" for details of the pricing policies.

**Others:** At any time during the term of the New Master Purchase Agreement, the relevant member(s) of the COSCO SHIPPING Group and the relevant member(s) of the Group may from time to time enter into individual agreement(s), or purchase order(s) may be issued by the relevant member(s) of the Group to the relevant member(s) of the COSCO SHIPPING Group and approved by the latter, or invoice(s) or sales order(s) may be issued by the relevant member(s) of the COSCO SHIPPING Group to the relevant member(s) of the Group and approved by the latter (as appropriate) from time to time in relation to any of the products, services or other subject matters contemplated under the New Master Purchase Agreement upon and subject to the terms and conditions in compliance with those of the New Master Purchase Agreement as may be agreed between the relevant parties.

**Pricing policies:**

Different pricing policies will be used for different types of services to be provided by the COSCO SHIPPING Group to the Group under the New Master Purchase Agreement. Part of the services provided by the COSCO SHIPPING Group will be charged by adopting pre-determined formulae (for example, provision of agency services, technical services and ancillary services and solicitation and referral of businesses will be charged at certain fixed percentages (which shall not be higher than the market rates for comparable services as determined in the manner set out below) of the value of the subject matter). The remaining services will be charged by the COSCO SHIPPING Group at fixed per unit consideration (including premium (if any)) (for example, provision of logistics, transportation and business travel services will be charged at a fixed per unit price (including premium (if any)) (which shall not be higher than the market rates for comparable services as determined in the manner set out below) based on the quantity of the subject matter involved and the distance of the destination and location.

The prices for the sale of materials and products including construction materials and chemicals to be charged by the COSCO SHIPPING Group shall not be higher than the market rates for similar materials and products (based on similar amount and similar specifications) as determined in the manner set out below.

For the purpose of determining the market rates for service fees and the prices for sale of materials and products, the relevant purchasing department of the related companies within the Group will obtain quotations from at least three independent third party suppliers in respect of (for service fees) the fixed percentages of the value of the subject matter or the fixed per unit consideration (including premium (if any)) (as the case may be) at which the provision of comparable services is charged and (for prices for sale of materials and products) the prices for similar types of materials and products (based on similar amount and similar specifications) respectively for comparison.

**Historical amounts:**

The aggregate amounts recognised by the Group for the transactions contemplated under the Existing Master Purchase Agreement in respect of each of the financial years ended 31 December 2023 and 31 December 2024 and the nine months ended 30 September 2025 were HK$21,915,256, HK$33,417,794 and HK$33,495,907 respectively.

**Caps and basis of determination of such Caps:**

The Caps of the transactions contemplated under the New Master Purchase Agreement and the basis of determination of such Caps are set out as follows:

| | **Caps for the year ending 31 December** | | |
|---|---|---|---|
| | **2026** | **2027** | **2028** |
| | *HK$* | *HK$* | *HK$* |
| Aggregate amount payable by the Group for transactions contemplated under the New Master Purchase Agreement | 70,000,000 | 82,000,000 | 97,000,000 |

In determining the above Caps, the Company has (a) considered the historical transaction amounts; (b) examined and compared the recent performance of the relevant member(s) of the Group for the two financial years ended 31 December 2023 and 31 December 2024 and the nine months ended 30 September 2025; (c) interviewed the management of the relevant member(s) of the Group to obtain opinion on the forecasts of the transactions contemplated under the New Master Purchase Agreement for the financial years of 2026 to 2028; and (d) considered the growth trend of the relevant businesses, the market conditions and in particular the following factors:

(i) the estimated amount of purchase of raw materials and products from the COSCO SHIPPING Group arisen from anticipated demand of the Group's sale of communication and navigation equipment for vessels and from the expected growth in the spare part management software business of Green Intelligence Ship Services;

(ii) the estimation of potential purchase orders after taking into account the anticipated demand in sales for new vessels to be launched in the forthcoming years;

(iii) the estimation of service fee for after-sale services provided by the COSCO SHIPPING Group and the reimbursement of any expenses incurred by the COSCO SHIPPING Group in performing its obligations; and

(iv) the expected demand in logistics and transportation services to be provided by the COSCO SHIPPING Group to the Group in relation to coating business.

**Relationship between the Company and the connected persons:**

Being the ultimate holding company and immediate holding company of the Company respectively, COSCO SHIPPING and COSCO SHIPPING (Hong Kong) together with their respective associates are connected persons of the Company. Accordingly, the New Master Purchase Agreement and the transactions contemplated thereunder constitute continuing connected transactions of the Company.

**Listing Rules implications:**

As the applicable percentage ratios for the Caps of the transactions contemplated under the New Master Purchase Agreement are expected to exceed 0.1% but be less than 5% on an annual basis, such transactions are only subject to the reporting, announcement and annual review requirements but are exempt from shareholders' approval requirement under Chapter 14A of the Listing Rules.

**(B) The New Management Services Master Agreement**

The principal terms of the New Management Services Master Agreement are set out below:

**Date:** 30 October 2025

**Parties:** The Company; and

COSCO SHIPPING (Hong Kong)

**Subject matter:** Provision of administrative services including information technology and office communication network support, business management and manpower resources (including without limitation manpower resources with expertise and experience in the business carried on by the Group from time to time and management of human resources), technical support and other administrative and ancillary support (including without limitation sharing of office premises, office equipment, network and communication system, information technology, other technical support, system management, financial system and maintenance) by the relevant member(s) of the COSCO SHIPPING Group to the relevant member(s) of the Group and sharing of office premises by the relevant member(s) of the Group.

**Duration:** From 1 January 2026 to 31 December 2028 (both dates inclusive)

**Terms and fees:** The transactions contemplated under the New Management Services Master Agreement shall be conducted on normal commercial terms and negotiated on arm's length basis.

Please refer to the sub-section headed "Pricing policies" for details of the pricing policies.

**Others:** At any time during the term of the New Management Services Master Agreement, the relevant member(s) of the COSCO SHIPPING Group and the relevant member(s) of the Group may from time to time enter into individual agreement(s), or invoice(s) or sales order(s) may be issued by the relevant member(s) of the COSCO SHIPPING Group to the relevant member(s) of the Group and approved by the latter from time to time (as appropriate) in relation to any of the services contemplated under the New Management Services Master Agreement upon and subject to the terms and conditions in compliance with those of the New Management Services Master Agreement as may be agreed between the relevant parties.

**Pricing policies:**

The management fee shall be calculated based on either:

(i) the Group's prorated share of the common administrative costs which shall be determined based on the statistics of time-sharing of the workload of staff members shared by the Group and the COSCO SHIPPING Group or the utilisation rate of the office support functions and network systems (depending on the type of management services which are provided) and the actual costs, expenses and disbursements incurred by the COSCO SHIPPING Group in the course of its provision of the administrative services to the Group; or

(ii) fixed per unit consideration. This shall take into account the historical usage of administrative services by the Group provided by the COSCO SHIPPING Group in the past two to three years with reference to the statistics of time-sharing of the workload of staff members shared by the Group and the utilisation rate of the office support functions and network systems and sharing of office premises (depending on the type of management services which are provided) and the actual costs, expenses and disbursements incurred by the COSCO SHIPPING Group in the course of its provision of the administrative services to the Group. The fixed per unit consideration (subject to annual adjustment by inflation rate depending on the type of management services which are provided) will then be used to determine the annual services fees to be paid by the Group. The Group will consider the fees offered to be charged by independent third parties in respect of similar services and compare to those offered by the COSCO SHIPPING Group. In particular, the relevant department of the related companies within the Group will obtain quotations from at least three independent third party service providers in respect of the fixed per unit consideration at which the management fees of similar services will be calculated for comparison.

**Historical amounts:**

The aggregate amounts recognised by the Group for the transactions contemplated under the Existing Management Services Master Agreement in respect of each of the financial years ended 31 December 2023 and 31 December 2024 and the nine months ended 30 September 2025 were HK$10,326,013, HK$19,765,824 and HK$11,935,878 respectively.

**Caps and basis of determination of such Caps:**

The Caps of the transactions contemplated under the New Management Services Master Agreement and the basis of determination of such Caps are set out as follows:

| | Caps for the year ending 31 December | | |
|---|---|---|---|
| | **2026** | **2027** | **2028** |
| | *HK$* | *HK$* | *HK$* |
| Aggregate amount payable by the Group to the COSCO SHIPPING Group for transactions contemplated under the New Management Services Master Agreement | 57,000,000 | 61,000,000 | 66,000,000 |

In determining the above Caps, the Company has considered (a) the historical transaction amounts; (b) the anticipated administrative costs relating to the information technology, office communication network support, manpower resources, technical support, use of venue and other administrative and ancillary support of member(s) of the COSCO SHIPPING Group; (c) inflation; (d) the potential business growth; (e) the anticipated substantial increase in the research and development costs of Green Intelligence Ship Services arising from the expansion of its existing spare part and fuel supply businesses, the development of its business products such as materials marketplace platform and insurance brokerage services platform, the expansion of its product scope and service capabilities, and the increase in the operational and maintenance costs of its software and hardware and in its cybersecurity maintenance costs; and (f) the digital transformation of the other members of the Group which is expected to increase the hardware and software maintenance costs.

**Relationship between the Company and the connected persons:**

Being the ultimate holding company and immediate holding company of the Company respectively, COSCO SHIPPING and COSCO SHIPPING (Hong Kong) together with their respective associates are connected persons of the Company. Accordingly, the New Management Services Master Agreement and the transactions contemplated thereunder constitute continuing connected transactions of the Company.

**Listing Rules implications:**

As the applicable percentage ratios for the Caps of the transactions contemplated under the New Management Services Master Agreement are expected to exceed 0.1% but be less than 5% on an annual basis, such transactions are only subject to the reporting, announcement and annual review requirements but are exempt from shareholders' approval requirement under Chapter 14A of the Listing Rules.

**(C) The New Master Tenancy Agreement**

The principal terms of the New Master Tenancy Agreement are set out below:

**Date:** 30 October 2025

**Parties:** The Company; and

COSCO SHIPPING (Hong Kong)

**Subject matter:** Leasing or sub-leasing of any of the Eligible Properties by the relevant member(s) of the COSCO SHIPPING Group to the relevant member(s) of the Group at any time during the period from 1 January 2026 to 31 December 2028.

**Duration:** From 1 January 2026 to 31 December 2028 (both dates inclusive)

**Terms and fees:** The transactions contemplated under the New Master Tenancy Agreement shall be conducted on normal commercial terms and negotiated on arm's length basis. The terms and conditions of the Individual Tenancy Agreements (as defined below) shall be no less favourable to the Group when they are compared with the terms and conditions of similar tenancy agreements available from independent third parties for comparable properties.

Please refer to the sub-section headed "Pricing policies" for details of the pricing policies.

**Others:** At any time during the term of the New Master Tenancy Agreement, the relevant member(s) of the COSCO SHIPPING Group and the relevant member(s) of the Group may from time to time enter into individual agreement(s) or invoice(s) may be issued by the relevant member(s) of the COSCO SHIPPING Group to the relevant member(s) of the Group and approved by the latter from time to time (as appropriate) (collectively the "**Individual Tenancy Agreements**"), each for a term equal to or less than 12 months, in relation to the leasing or sub-leasing of the relevant Eligible Properties upon and subject to the terms and conditions in compliance with those of the New Master Tenancy Agreement as may be agreed between the relevant parties.

**Pricing policies:**

The rent and other fees and charges payable by the Group to the COSCO SHIPPING Group will be determined on fixed per unit consideration. The Group will consider the rental offered to be charged by independent third parties in respect of similar properties (based on similar location and similar area) and compare to those offered by the COSCO SHIPPING Group. In particular, the relevant department of the related

companies within the Group will obtain quotations from at least three independent third parties in respect of the rental for similar properties (based on similar location and similar area) for comparison.

**Historical amounts:**

The aggregate amounts recognised by the Group for the transactions contemplated under the Existing Master Tenancy Agreement in respect of each of the financial years ended 31 December 2023 and 31 December 2024 and the nine months ended 30 September 2025 were HK$27,209,866, HK$32,793,876 and HK$27,720,721 respectively.

**Caps and basis of determination of such Caps:**

The Caps of the transactions contemplated under the New Master Tenancy Agreement and the basis of determination of such Caps are set out as follows:

| | **Caps for the year ending 31 December** | | |
|---|---|---|---|
| | **2026** | **2027** | **2028** |
| | *HK$* | *HK$* | *HK$* |
| Aggregate amount payable by the Group to the COSCO SHIPPING Group (being the annual aggregate maximum amount of rent and other fees and charges payable by the Group to the COSCO SHIPPING Group) for transactions contemplated under the New Master Tenancy Agreement | 48,000,000 | 51,000,000 | 54,000,000 |

In determining the above Caps, the Company has considered (a) the historical transaction amounts; (b) the expected annual basic rent, management fees, government rent and rates payable by the Group under the Individual Tenancy Agreements which may be entered into by the Group and the COSCO SHIPPING Group under the New Master Tenancy Agreement; and (c) inflation and the current market rent in general.

**Relationship between the Company and the connected persons:**

Being the ultimate holding company and immediate holding company of the Company respectively, COSCO SHIPPING and COSCO SHIPPING (Hong Kong) together with their respective associates are connected persons of the Company. Accordingly, the New Master Tenancy Agreement and the transactions contemplated thereunder constitute continuing connected transactions of the Company.

**Listing Rules implications:**

Given that the leasing term of each of the underlying tenancy agreements to be entered into under the New Master Tenancy Agreement is intended to be equal to or less than 12 months, the Company has elected not to account for any underlying tenancy agreement as a right-of-use asset and a lease liability in the consolidated statement of financial position pursuant to the accounting requirement under HKFRS 16 "Leases"

and therefore, the transactions contemplated under the New Master Tenancy Agreement will constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the applicable percentage ratios for the Caps of the transactions contemplated under the New Master Tenancy Agreement are expected to exceed 0.1% but be less than 5% on an annual basis, such transactions are only subject to the reporting, announcement and annual review requirements but are exempt from shareholders' approval requirement under Chapter 14A of the Listing Rules.

## INFORMATION OF THE GROUP AND THE CONNECTED PERSONS

The Group is principally engaged in the provision of shipping services and general trading.

The COSCO SHIPPING Group is one of the largest shipowners in the world.

COSCO SHIPPING is principally engaged in shipping, terminal, logistics, shipping finance, equipment manufacturing and shipping services, etc..

COSCO SHIPPING (Hong Kong) is principally engaged in shipping services, expressways investment, property investment and management, information technology and industrial manufacturing, etc..

COSCO SHIPPING Finance is a non-bank financial institution approved and regulated by the PBOC and the NFRA and is principally engaged in providing financial services to the COSCO SHIPPING Group.

## REASONS FOR AND BENEFITS OF THE CONTINUING CONNECTED TRANSACTIONS

By entering into the New Master Supply Agreement, the New Master Purchase Agreement and the transactions contemplated thereunder, the Group will benefit in securing the market share and be facilitated to develop further business in relation to the shipping services businesses.

By entering into the New Financial Services Master Agreement and the transactions contemplated thereunder, the Group will benefit in negotiating more favourable terms with COSCO SHIPPING Finance, an intra-group service provider, as compared with other commercial banks or financial institutions. In view of the cooperation history between COSCO SHIPPING Finance and the Company, the Group is expected to benefit from COSCO SHIPPING Finance's better understanding of the operations of the Group which should allow more expedient and efficient service provision than those offered by PRC commercial banks.

As to entering into the New Management Services Master Agreement, the New Master Tenancy Agreement and the transactions contemplated thereunder, the Group believes that it is in the best interests of the Group and the COSCO SHIPPING Group and is cost effective in terms of the costs of operation and administration as a result of the sharing of business management, manpower resources, regional corporate office administration services, back

office support functions and other administrative services. In addition, the Group also benefits in securing its use of the Eligible Properties without any disruptions to the operations of the Group.

The Directors (excluding the independent non-executive Directors whose views will be given after taking into account the advice from the independent financial adviser) are of the view that the Non-exempt Continuing Connected Transactions are and will be entered into in the ordinary and usual course of business of the Group and are and will be on normal commercial terms and the terms thereof and the Caps in relation thereto are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

The Directors (including the independent non-executive Directors) are of the view that the transactions contemplated under the New Master Purchase Agreement, the New Management Services Master Agreement and the New Master Tenancy Agreement are and will be entered into in the ordinary and usual course of business of the Group and are and will be on normal commercial terms and the terms thereof and the Caps in relation thereto are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

None of the Directors is a party to the New Agreements or a shareholder of COSCO SHIPPING (Hong Kong) or COSCO SHIPPING Finance and none of the Directors will be involved in the negotiation of the individual agreements contemplated under the New Agreements nor derive personal gains from the Group entering into the transactions contemplated under the New Agreements. As such, none of the Directors has a material interest in the New Agreements. Accordingly, none of them is required to abstain from voting on the relevant board resolutions to approve the execution of the New Agreements, the transactions contemplated thereunder and the Caps under the Bye-laws or the Listing Rules. For good corporate governance practices, Mr. Zhu Changyu (an executive Director who is also a director of COSCO SHIPPING (Hong Kong)), Mr. Ma Xianghui (a non-executive Director who is also a director of COSCO SHIPPING (Hong Kong), the chairman of COSCO SHIPPING Finance and the general manager of Finance and Accounting Division of COSCO SHIPPING) and Ms. Zhang Xueyan (a non-executive Director who is also a deputy general manager of Capital Management & Operation Division of COSCO SHIPPING) have voluntarily chosen to abstain from voting in view of their concurrent positions in COSCO SHIPPING (Hong Kong) and/or COSCO SHIPPING Finance and/or COSCO SHIPPING.

**SGM**

As the applicable percentage ratios for the Caps in relation to the Non-exempt Continuing Connected Transactions are expected to be higher than 5% on an annual basis, the Non-exempt Continuing Connected Transactions and the Caps in relation thereto are subject to the reporting, announcement, shareholders' approval and annual review requirements under Chapter 14A of the Listing Rules. The SGM will be convened for the Independent Shareholders to approve the New Master Supply Agreement, the New Financial Services Master Agreement, the transactions contemplated thereunder (except the loan services contemplated under the New Financial Services Master Agreement) and the Caps in relation thereto by poll.

As the applicable percentage ratios for the Caps of the transactions contemplated under the New Master Purchase Agreement, the New Management Services Master Agreement and the New Master Tenancy Agreement are expected to exceed 0.1% but be less than 5% on an annual basis, such transactions are only subject to the reporting, announcement and annual review requirements but are exempt from shareholders' approval requirement under Chapter 14A of the Listing Rules.

In view of the interests of COSCO SHIPPING and COSCO SHIPPING (Hong Kong) in the Company, COSCO SHIPPING and COSCO SHIPPING (Hong Kong) and their respective associates will abstain from voting in relation to the resolutions to approve the New Master Supply Agreement, the New Financial Services Master Agreement and the Caps in relation thereto.

Ballas Capital Limited has been appointed as the independent financial adviser to advise the independent board committee of the Company and the Independent Shareholders regarding the Non-exempt Continuing Connected Transactions and the Caps in relation thereto. An independent board committee of the Company has been appointed to advise the Independent Shareholders on whether or not the Non-exempt Continuing Connected Transactions and the Caps in relation thereto are in the interests of the Company and are fair and reasonable so far as the Independent Shareholders are concerned.

## INTERNAL CONTROL PROCEDURES FOR THE GROUP

In addition to the annual review by the auditors and independent non-executive Directors pursuant to the requirements of Chapter 14A of the Listing Rules, as part of the Group's internal controls systems to ensure that the transactions between the Group and its connected persons are conducted in accordance with the pricing policy under the New Agreements, the Company will implement the following internal control arrangements:

(a) The Company has formulated "Connected Transaction Management Method" which was incorporated into the rules and regulations of the Company. All divisions of the Company and its subsidiaries must follow the requirements under "Connected Transaction Management Method".

(b) The internal audit team of the Company will regularly examine the pricing of transactions under the New Agreements including reviewing the transaction records of the Company for the purchase or provision of similar goods or services from or to independent third parties.

(c) Connected transaction coordination working team (the "**Working Team**"), comprising, among others, responsible persons of various functional divisions of the Company, was set up. Any proposed new connected transaction(s) would be reported to the Working Team in order to carry out all necessary compliance procedures before entering into such connected transaction(s). The main responsibilities of the Working Team are:

    (i) to study, formulate and revise the "Connected Transaction Management Method" and put forward to the General Manager Meeting for approval;

    (ii) to review the recommended annual caps for continuing connected transactions;

(iii) to submit significant issues in relation to connected transactions to the General Manager Meeting and/or the Board for approval;

(iv) to report the management situation of continuing connected transactions to the Managing Director and/or Deputy General Manager(s) of the Company;

(v) to study and recommend proposed potential solutions for the major issues of connected transactions; and

(vi) to report any possible exceeding of the annual caps of continuing connected transactions and recommend follow-up proposals to the Managing Director and/or Deputy General Manager(s) of the Company before processing the relevant approval procedures.

(d) Connected transaction amounts incurred with 2 months forecast would be updated on monthly basis by the colleagues of subsidiaries of the Company and various functional divisions through an intranet system. Members of the Working Team are responsible for overseeing the connected transaction amounts incurred in a timely manner such that the transactions can be conducted within the annual caps.

The Directors are of the view that the above methods and procedures can ensure that the pricing and other contract terms for the Group's continuing connected transactions are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders and that the continuing connected transactions are conducted as agreed in the relevant New Agreements and in compliance with Chapter 14A of the Listing Rules.

## GENERAL

A circular containing, among other things, (a) further information on the Non-exempt Continuing Connected Transactions and the Caps in relation thereto; (b) the letter of advice from the independent financial adviser to the independent board committee of the Company and Independent Shareholders; (c) the recommendation from the independent board committee of the Company; and (d) a notice of the SGM will be dispatched to the Shareholders on or before 20 November 2025 in accordance with the Listing Rules.

## DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms have the meanings set opposite to them below:

| | |
|---|---|
| "associate(s)" | the meaning ascribed to it in the Listing Rules; |
| "Board" | the board of Directors; |
| "Bye-laws" | the bye-laws of the Company as may be amended from time to time; |

| | |
|---|---|
| "Caps" | for the purpose of Chapter 14A of the Listing Rules, means the proposed annual caps of the New Agreements for each of the three financial years ending 31 December 2028 set out under the sections headed "NON-EXEMPT CONTINUING CONNECTED TRANSACTION", "NON-EXEMPT CONTINUING CONNECTED TRANSACTION AND DISCLOSEABLE TRANSACTION" and "CONTINUING CONNECTED TRANSACTIONS EXEMPT FROM SHAREHOLDERS' APPROVAL REQUIREMENT" in this announcement; |
| "Company" | COSCO SHIPPING International (Hong Kong) Co., Ltd., a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange; |
| "connected person(s)" | the meaning ascribed to it in the Listing Rules; |
| "COSCO SHIPPING" | 中國遠洋海運集團有限公司 (China COSCO Shipping Corporation Limited*), a company established in the PRC which is a PRC state-owned enterprise and the ultimate holding company of COSCO SHIPPING (Hong Kong) and the Company; |
| "COSCO SHIPPING Entities" | for the purposes of the New Financial Services Master Agreement, means COSCO SHIPPING and companies of which COSCO SHIPPING is the controlling shareholder (within the meaning of the PRC Company Law) (the "**controlled companies**"), companies held directly or indirectly by COSCO SHIPPING and the controlled companies individually or jointly as to more than 20% (or directly held as to less than 20% but with COSCO SHIPPING and the controlled companies being the largest shareholders), and enterprise legal entities (事業單位法人) and social organisation legal entities (社會團體法人) under COSCO SHIPPING or the controlled companies; |
| "COSCO SHIPPING Finance" | 中遠海運集團財務有限責任公司 (COSCO Shipping Finance Co. Limited*), a company established in the PRC and a subsidiary of COSCO SHIPPING; |
| "COSCO SHIPPING Group" | COSCO SHIPPING, COSCO SHIPPING (Hong Kong) and their subsidiaries and associates (other than the Group); |
| "COSCO SHIPPING (Hong Kong)" | COSCO SHIPPING (Hong Kong) Co., Limited, a company incorporated in Hong Kong with limited liability and the immediate holding company of the Company which is wholly-owned by COSCO SHIPPING; |

| | |
|---|---|
| ''Directors'' | the directors of the Company; |
| ''Eligible Properties'' | the properties owned by or leased to the COSCO SHIPPING Group from time to time; |
| ''Existing Agreements'' | collectively, the Existing Master Supply Agreement, the Existing Financial Services Master Agreement, the Existing Master Purchase Agreement, the Existing Management Services Master Agreement and the Existing Master Tenancy Agreement; |
| ''Existing Financial Services Master Agreement'' | the master agreement entered into between the Company and COSCO SHIPPING Finance dated 18 October 2022 in respect of the provision of a range of financial services by COSCO SHIPPING Finance to the Group; |
| ''Existing Management Services Master Agreement'' | the master agreement entered into between the Company and COSCO SHIPPING (Hong Kong) dated 18 October 2022 in respect of the provision of administrative services by the COSCO SHIPPING Group to the Group and sharing of office premises by the Group for the three financial years ending 31 December 2025 as amended and supplemented by the supplemental agreement entered into between the Company and COSCO SHIPPING (Hong Kong) dated 12 September 2024 in respect of the revision of the annual caps for the financial years ending 31 December 2024 and 2025; |
| ''Existing Master Purchase Agreement'' | the master agreement entered into between the Company and COSCO SHIPPING (Hong Kong) dated 18 October 2022 in respect of the provision of shipping and other services, sale of shipping related materials and products and sale of other materials and products in connection with the general trading business of the Group by the COSCO SHIPPING Group to the Group for the three financial years ending 31 December 2025; |
| ''Existing Master Supply Agreement'' | the master agreement entered into between the Company and COSCO SHIPPING (Hong Kong) dated 18 October 2022 in respect of the provision of marine and general insurance brokerage services and other services and the provision of shipping services and sale of shipping related and other materials and products by the Group to the COSCO SHIPPING Group for the three financial years ending 31 December 2025; |

| | |
|---|---|
| "Existing Master Tenancy Agreement" | the master agreement entered into between the Company and COSCO SHIPPING (Hong Kong) dated 18 October 2022 in respect of the leasing or sub-leasing of any of the Eligible Properties by the COSCO SHIPPING Group to the Group for the three financial years ending 31 December 2025 as amended and supplemented by the supplemental agreement entered into between the Company and COSCO SHIPPING (Hong Kong) dated 12 September 2024 in respect of the revision of the annual caps for the financial years ending 31 December 2024 and 2025; |
| "Group" | the Company and its subsidiaries; |
| "Hong Kong" | the Hong Kong Special Administrative Region of the PRC; |
| "Independent Shareholder(s)" | Shareholder(s) other than COSCO SHIPPING, COSCO SHIPPING (Hong Kong) and any of their respective associates; |
| "Listing Rules" | the Rules Governing the Listing of Securities on the Stock Exchange; |
| "New Agreements" | collectively, the New Master Supply Agreement, the New Financial Services Master Agreement, the New Master Purchase Agreement, the New Management Services Master Agreement and the New Master Tenancy Agreement; |
| "New Financial Services Master Agreement" | the master agreement entered into between the Company and COSCO SHIPPING Finance dated 30 October 2025 in respect of the provision of a range of financial services by COSCO SHIPPING Finance to the Group, particulars of which are set out in the sub-section headed "The New Financial Services Master Agreement" in the section headed "NON-EXEMPT CONTINUING CONNECTED TRANSACTION AND DISCLOSEABLE TRANSACTION" in this announcement; |
| "New Management Services Master Agreement" | the master agreement entered into between the Company and COSCO SHIPPING (Hong Kong) dated 30 October 2025 in respect of the provision of administrative services by the COSCO SHIPPING Group to the Group and sharing of office premises by the Group, particulars of which are set out in the sub-section headed "The New Management Services Master Agreement" in the section headed "CONTINUING CONNECTED TRANSACTIONS EXEMPT FROM SHAREHOLDERS' APPROVAL REQUIREMENT" in this announcement; |

| | |
|---|---|
| "New Master Purchase Agreement" | the master agreement entered into between the Company and COSCO SHIPPING (Hong Kong) dated 30 October 2025 in respect of the provision of shipping and other services, sale of shipping related materials and products and sale of other materials and products by the COSCO SHIPPING Group to the Group, particulars of which are set out in the sub-section headed "The New Master Purchase Agreement" in the section headed "CONTINUING CONNECTED TRANSACTIONS EXEMPT FROM SHAREHOLDERS' APPROVAL REQUIREMENT" in this announcement; |
| "New Master Supply Agreement" | the master agreement entered into between the Company and COSCO SHIPPING (Hong Kong) dated 30 October 2025 in respect of the provision of marine and general insurance brokerage services and other services and the provision of shipping services and sale of shipping related and other materials and products by the Group to the COSCO SHIPPING Group, particulars of which are set out in the sub-section headed "The New Master Supply Agreement" in the section headed "NON-EXEMPT CONTINUING CONNECTED TRANSACTION" in this announcement; |
| "New Master Tenancy Agreement" | the master agreement entered into between the Company and COSCO SHIPPING (Hong Kong) dated 30 October 2025 in respect of the leasing or sub-leasing of any of the Eligible Properties by the COSCO SHIPPING Group to the Group, particulars of which are set out in the sub-section headed "The New Master Tenancy Agreement" in the section headed "CONTINUING CONNECTED TRANSACTIONS EXEMPT FROM SHAREHOLDERS' APPROVAL REQUIREMENT" in this announcement; |
| "NFRA" | National Financial Regulatory Administration; |
| "Non-exempt Continuing Connected Transactions" | the New Master Supply Agreement, the New Financial Services Master Agreement and the transactions contemplated thereunder (except the loan services contemplated under the New Financial Services Master Agreement); |
| "PBOC" | The People's Bank of China (中國人民銀行), the central bank of the PRC; |
| "PRC" | the People's Republic of China (for the purpose of this announcement, excluding Hong Kong, Macau Special Administrative Region and Taiwan); |

| | |
|---|---|
| "SGM" | the special general meeting of the Company to be held to approve the Non-exempt Continuing Connected Transactions and the Caps in relation thereto; |
| "Share(s)" | the share(s) of the Company; |
| "Shareholder(s)" | the holder(s) of the Shares; |
| "Stock Exchange" | The Stock Exchange of Hong Kong Limited; |
| "HK$" | Hong Kong dollars, the lawful currency of Hong Kong; |
| "RMB" | Renminbi, the lawful currency of the PRC; and |
| "%" | per cent. |

By Order of the Board
**COSCO SHIPPING International (Hong Kong) Co., Ltd.**
**Zhu Changyu**
*Chairman and Managing Director*

Hong Kong, 30 October 2025

*As at the date of this announcement, the Board comprises seven directors with Mr. Zhu Changyu[1] (Chairman and Managing Director), Mr. Ma Xianghui[2], Ms. Zhang Xueyan[2], Mr. Wang Yong[1], Mr. Tsui Yiu Wa, Alec[3], Mr. Jiang, Simon X.[3] and Mr. Kwong Che Keung, Gordon[3].*

1 *Executive Director*
2 *Non-executive Director*
3 *Independent Non-executive Director*

* *For identification purposes only*