哈爾濱銀行股份有限公司*

Harbin Bank Co., Ltd.*

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 6138)

DISCLOSEABLE TRANSACTION
TRANSFER OF THE SUBJECT LOAN

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The Board of the Company hereby announces that, to optimize the asset structure of the Company, Harbin Bank Co., Ltd. (as the transferor) entered into the Loan Transfer Agreement with China Cinda Asset Management Co., Ltd. Tianjin Branch (as the transferee) on 29 December 2025, pursuant to which the Company agreed to transfer the Subject Loan to China Cinda Asset Management Co., Ltd. Tianjin Branch.

IMPLICATIONS OF THE HONG KONG LISTING RULES

As the highest applicable percentage ratio in respect of the Transfer of Subject Loan, calculated in accordance with the Hong Kong Listing Rules, is higher than 5% but lower than 25%, the Transfer of Subject Loan constitutes a discloseable transaction of the Company and is therefore subject to the reporting and announcement requirements pursuant to Chapter 14 of the Hong Kong Listing Rules.

LOAN TRANSFER AGREEMENT

Set out below are the principal terms of the Loan Transfer Agreement:

Date

29 December 2025

Parties

(1) the Company (as the transferor)

(2) the Purchaser (as the transferee)

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Purchaser and its ultimate beneficial owners are third parties independent of the Company and connected persons of the Company.

SUBJECT OF TRANSFER

The subject of transfer is the Subject Loan held by the Company as set out in the Loan Transfer Agreement, including the primary indebtedness under the Subject Loan, its incidental rights, and all other rights under the relevant assets (including but not limited to the right to recover litigation costs) as of the Reference Date (i.e., 31 October 2025), as well as assets in lieu of debt and other related interests derived from such rights.

As of the Reference Date, the book balance of the principal, interest and other incidental rights (such as advance payment of litigation costs) of the Subject Loan was approximately RMB573.9 million in aggregate.

CONSIDERATION AND PAYMENT TERMS

According to the Loan Transfer Agreement, the agreed Transfer Price for the Subject Loan is approximately RMB342.0 million and the initial Transfer Price is approximately RMB233.7 million, and whether the shortfall between the agreed Transfer Price and the initial Transfer Price is payable depends on the collection status of the Subject Loan. The price for the Subject Loan is based on the result of public bidding in accordance with the relevant provisions of the Guiding Opinions on Promoting Financial Asset Management Companies to Focus on Their Core Business and Actively Participate in the Reform and Risk Resolution of Small and Medium-sized Financial Institutions. In order to assist in the recovery of the Subject Loan, the Purchaser shall separately enter into an entrusted disposal agreement with the Company, under which the Purchaser shall entrust the Company to collect the Subject Loan.

According to the Loan Transfer Agreement, the Purchaser shall pay the Transfer Price to the account designated by the Company in installments. Specifically, the Purchaser shall pay approximately RMB102.6 million as down payment within 1 working day from the date of signing the Loan Transfer Agreement, and on or before the expiration of the Payment Term, pay the Transfer Price until the above initial Transfer Price has been fully settled, and whether the shortfall between the agreed Transfer Price and the initial Transfer Price is payable depends on the collection status of the Subject Loan.

On the date when the Purchaser completes the payment of the above down payment, the Company shall transfer the Subject Loan to the Purchaser and complete the handover of the documents relating to the relevant assets under the Subject Loan within 20 working days from the date of the signing of the Loan Transfer Agreement.

RESTRICTIONS DURING TRANSITION PERIOD

After the signing of the Loan Transfer Agreement, the Company shall obtain the written consent from the Purchaser for any disposal of the Subject Loan (including but not limited to the sale or transfer of assets, waiver of any rights, acceptance or signing of an agreement for repayment of debts in kind, filing a lawsuit or applying for arbitration or application for enforcement against the obligor) before the transfer of Subject Loan to the Purchaser.

FINANCIAL IMPACT OF THE TRANSFER OF SUBJECT LOAN ON THE COMPANY

Based on information available as at the Reference Date, it is estimated that in respect of the Transfer of Subject Loan, (i) the Company would receive an initial Transfer Price of approximately RMB233.7 million; and (ii) the total book balance of principal, interest and other incidental rights (such as advance payment of litigation costs) of the Subject Loan is approximately RMB573.9 million, and the maximum loss from the Transfer of Subject Loan is expected to be approximately RMB340.2 million, which may be reduced depending on the collection status of the Subject Loan. The above estimates may differ from the actual financial impact of the Transfer of Subject Loan.

USE OF PROCEEDS FROM THE TRANSFER OF SUBJECT LOAN

The initial proceeds from the Transfer of Subject Loan amounted to approximately RMB233.7 million. These funds are intended to be used as the Company's general working capital, and are expected to enhance the Company's asset quality, reduce capital occupation, improve capital adequacy ratio, and bolster liquidity.

REASONS AND BENEFITS OF THIS TRANSACTION

The Subject Loan is a non-performing loan of the Company and Transfer of Subject Loan facilitates the optimization of the asset structure of the Company. China Cinda Asset Management Co., Ltd. Tianjin Branch was selected as the Purchaser by way of open bidding for the Transfer of Subject Loan. After due consideration, the Board considers that entering into the Loan Transfer Agreement is in the interests of the Company and the Shareholders as a whole.

The Board considers that the Loan Transfer Agreement and the transactions thereunder are on normal commercial terms, the terms of which are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

INFORMATION ABOUT THE COMPANY AND THE PURCHASER

The Company

The Company, headquartered in Harbin, was granted its finance permit to carry on financial business by the People's Bank of China in February 1997, and obtained its corporate business license on 25 July 1997. The Company's principal business is to provide corporate and retail deposits, loans and advances, payment and settlement services, treasury operations, and other approved banking services.

PURCHASER

China Cinda Asset Management Co., Ltd. is a company incorporated in the PRC and its H Shares (Stock Code: 1359.HK) are listed and traded on the Main Board of the Hong Kong Stock Exchange. Its principal business comprises non-performing asset management and financial services, and its Tianjin Branch was established in the PRC in September 1999. Its principal business is to carry out business activities within the scope approved by the Tianjin Regulatory Bureau of the National Financial Regulatory Administration and under the authorization of the head office. As far as the Company reasonably knows, the ultimate beneficial owner of China Cinda Asset Management Co., Ltd. Tianjin Branch is the State-owned Assets Supervision and Administration Commission of the State Council of the PRC.

IMPLICATIONS OF THE HONG KONG LISTING RULES

As the highest applicable percentage ratio in respect of the Transfer of Subject Loan, calculated in accordance with the Hong Kong Listing Rules, is higher than 5% but lower than 25%, the Transfer of Subject Loan constitutes a discloseable transaction of the Company and is therefore subject to the reporting and announcement requirements pursuant to Chapter 14 of the Hong Kong Listing Rules.

DEFINITIONS

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

"Bank" or "Group"	the Company and all of its subsidiaries and branches
"Board"	the board of directors of the Company
"China Cinda Asset Management Co., Ltd. Tianjin Branch" or "Purchaser"	China Cinda Asset Management Co., Ltd. Tianjin Branch, which was established in the PRC in September 1999
"Company"	Harbin Bank Co., Ltd. (哈爾濱銀行股份有限公司), a joint stock company incorporated in the PRC on 25 July 1997 with limited liability in accordance with the Company Law of the PRC《(中華人民共和國公司法》), and the H Shares of which are listed on the Hong Kong Stock Exchange (stock code: 6138)
"connected person(s)"	has the meaning ascribed thereto under the Hong Kong Listing Rules
"Director(s)"	the director(s) of the Company
"Hong Kong Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended, supplemented or otherwise revised from time to time
"Hong Kong Stock Exchange"	The Stock Exchange of Hong Kong Limited

"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"independent third party(ies)"	a person who is not a connected person of the Company and the phrase "third party independent of the Company" or other similar expression shall be construed accordingly
"Loan Transfer Agreement"	the Loan Transfer Agreement regarding the Transfer of Subject Loan signed between the Company and the Purchaser on 29 December 2025
"Payment Term"	36 months from the date when the Loan Transfer Agreement takes effect (subject to extension as agreed by both parties)
"PRC" or "China"	the People's Republic of China, for the purpose of this announcement, excluding Hong Kong, Macau Special Administrative Region of the PRC and Taiwan
"Reference Date"	31 October 2025, being the last date agreed in the Loan Transfer Agreement that will be used to calculate and determine the total amount of the Subject Loan
"RMB"	Renminbi, the lawful currency of PRC
"Share(s)"	Domestic Share(s) and/or H Share(s) of the Company
"Shareholder(s)"	holder(s) of Share(s)
"Subject Loan"	the underlying loan set out in the Loan Transfer Agreement as the subject of transfer
"Transfer of Subject Loan"	the transaction in which the Company transfers the Subject Loan to the Purchaser pursuant to the Loan Transfer Agreement

"Transfer Price"	the consideration paid by the Purchaser for the Transfer of Subject Loan from the Company
"%"	per cent

By order of the Board of Directors
Harbin Bank Co., Ltd.
Deng Xinquan
Chairman

Harbin, the PRC, 29 December 2025

As at the date of this announcement, the Board of the Company comprises Deng Xinquan and Yao Chunhe as executive Directors; Zhang Xianjun, Liu Peiwei, Cheng Shuai and Jia Haining as non-executive Directors; and Jin Qinglu, Chen Ming and Leung Sau Fan, Sylvia as independent non-executive Directors.