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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 TRANSACTION
NEW ENTRUSTED MANAGEMENT SERVICES MASTER AGREEMENT

CONTINUING CONNECTED TRANSACTION

The Group has been carrying on transactions with the COSCO SHIPPING (Hong Kong) Group pursuant to the Existing Entrusted Management Services Master Agreement which constituted a continuing connected transaction of the Company under Chapter 14A of the Listing Rules. The Existing Entrusted Management Services Master Agreement 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 the Existing Entrusted Management Services Master Agreement from time to time thereafter. In view of the above, on 30 December 2025, the New Entrusted Management Services Master Agreement was entered into between the Company, COSCO SHIPPING (Hong Kong) and COSCO SHIPPING.

IMPLICATIONS UNDER THE LISTING RULES

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 Entrusted Management Services Master Agreement and the transactions contemplated thereunder constitute continuing connected transactions of the Company pursuant to Chapter 14A of the Listing Rules.

As one or more applicable percentage ratios for the Caps are expected to exceed 0.1% but less than 5% on an annual basis, the transactions contemplated under the New Entrusted Management Services Master Agreement 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.

THE NEW ENTRUSTED MANAGEMENT SERVICES MASTER AGREEMENT

Reference is made to the announcement of the Company dated 30 December 2022 in relation to the Existing Entrusted Management Services Master Agreement.

The Group has been carrying on transactions with the COSCO SHIPPING (Hong Kong) Group pursuant to the Existing Entrusted Management Services Master Agreement which constituted a continuing connected transaction of the Company under Chapter 14A of the Listing Rules. The Existing Entrusted Management Services Master Agreement 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 the Existing Entrusted Management Services Master Agreement from time to time thereafter. In view of the above, on 30 December 2025, the New Entrusted Management Services Master Agreement was entered into between the Company, COSCO SHIPPING (Hong Kong) and COSCO SHIPPING.

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

Date: 30 December 2025

Parties: COSCO SHIPPING;
COSCO SHIPPING (Hong Kong); and
the Company

Subject matter: Provision of operation and management services in relation to day-to-day businesses by the Company to the COSCO SHIPPING (Hong Kong) Group including but not limited to administrative management, financial management, etc.. Such businesses do not include any matter(s) involving:

(a) the direct and indirect equity relationship between the COSCO SHIPPING (Hong Kong) Group on the one hand and China Shipping and COSCO SHIPPING on the other hand;

(b) the equity relationship between COSCO SHIPPING (Hong Kong) and Piraeus Port Authority S.A.; and

(c) the equity relationship between the COSCO SHIPPING (Hong Kong) Group and the Company, the assets and the related decision-making matters of the Group.

Such management services may be provided by the Company on its own or by any subsidiary of the Company agreed by the COSCO SHIPPING (Hong Kong) Group.

Duration:

From 1 January 2026 to 31 December 2028 (both dates inclusive). Any party which decides to renew the New Entrusted Management Services Master Agreement shall notify the other parties in writing 30 days prior to the expiry of the term of the New Entrusted Management Services Master Agreement. Any renewal will be subject to a new agreement to be entered into by the parties with the specific extension period to be further agreed by the parties provided that each extension period shall in no event exceed three years. If none of the parties gives the aforesaid 30 days' written notice or the parties fail to enter into a new agreement to renew the New Entrusted Management Services Master Agreement, the term of the New Entrusted Management Services Master Agreement will end on the expiry of the aforesaid term.

Terms and fees:

The transactions contemplated under the New Entrusted Management Services Master Agreement shall be conducted on normal commercial terms. The consideration for the provision of the relevant management services shall be calculated in accordance with the pricing policy stipulated in the New Entrusted Management Services Master Agreement.

The relevant management service fees shall be paid on a monthly basis. The Company shall, before the fifteenth of each month, calculate the management service fees for the previous month and the relevant members of the COSCO SHIPPING (Hong Kong) Group shall complete the payment within 15 business days after the calculation of the management service fees.

Others:

Subject to compliance with the terms and conditions stipulated in the New Entrusted Management Services Master Agreement, the relevant members of the COSCO SHIPPING (Hong Kong) Group and the Company shall reach more specific Individual Agreements in respect of the provision of the relevant management services, which shall contain standard clauses on management fees and/or pricing basis, etc.. In the event of any conflict between the Individual Agreements and the New Entrusted Management Services Master Agreement, the New Entrusted Management Services Master Agreement shall prevail.

Pricing policy:

The management fees charged by the Company for the provision of the relevant management services to the COSCO SHIPPING (Hong Kong) Group shall be determined on a ''cost-plus'' basis which is based on the costs arising recurrently in the course of entrustment (including the costs of human resources, expertise and resources) plus a mark-up rate.

Costs

The costs of provision of management services will depend on the resources required to be devoted by the Company, including business management and human resources (including but not limited to human resources with the expertise and experience in the businesses conducted by the Company from time to time and human resource management), technical support and other administrative and related supporting administrative services.

The apportionment of such costs between the COSCO SHIPPING (Hong Kong) Group and the Company will depend on the division(s) of the Company incurring the costs. In practice, the costs will in general be apportioned in the following manner:

(a) if a certain division provides services exclusively for a member of the COSCO SHIPPING (Hong Kong) Group, all costs incurred by that division will be apportioned to that member;

(b) if, based on the main responsibilities of the division and the nature of the services provided, the COSCO SHIPPING (Hong Kong) Group and the Company expect that the workload of a division will be attributable to the COSCO SHIPPING (Hong Kong) Group and the Company in a certain proportion such that they agree to apportion the costs incurred by that division between the COSCO SHIPPING (Hong Kong) Group and the Company according to such proportion, then the costs incurred by that division will be apportioned accordingly; and

(c) in any other case, the costs incurred by a division will be apportioned between the COSCO SHIPPING (Hong Kong) Group and the Company according to the proportion of the respective average consolidated revenues of the COSCO SHIPPING (Hong Kong) Group and the Group (each deducting the revenue generated from the transactions between the COSCO SHIPPING (Hong Kong) Group and the Group) in the most recent five consecutive financial years before the entering into of the New Entrusted Management Services Master Agreement in the average total consolidated revenue of COSCO SHIPPING (Hong Kong) in the same period.

Based on factors such as the inflation rate most recently published by the National Bureau of Statistics of China and the changes in the remuneration level of the Company's employees and other management costs, the Company is entitled to make corresponding adjustments to the management fees regularly, such adjustments to be determined through negotiation between the COSCO SHIPPING (Hong Kong) Group and the Company.

Mark-up rate

In determining the mark-up rate, the Company will, upon research, take into account the market's affordability and/or the rates generally accepted by tax authorities and/or transfer pricing rules and the scopes, types and scales of the services. The mark-up rate shall be determined after arm's length negotiation between the Company and the relevant members of the COSCO SHIPPING (Hong Kong) Group based on normal commercial terms and the rates generally accepted by tax authorities and/or transfer pricing rules.

The Company will compare, among other things, the terms of the provision of similar services in the same or nearby areas by independent third parties in the ordinary course of business to ensure that the fees which the Company charges the COSCO SHIPPING (Hong Kong) Group will be calculated in accordance with the actual market circumstances (such as through conducting transfer pricing comparability analysis to calculate the arm's length range of mark-up rates using the mark-up rates adopted by independent third parties, so as to ensure that the mark-up rate adopted will be within such range).

Historical amounts:

The aggregate amounts recognised by the Group for the transactions contemplated under the Existing Entrusted Management Services Master Agreement in respect of each of the financial years ended 31 December 2023 and 31 December 2024 and the ten months ended 31 October 2025 were HK$82,954,497, HK$94,570,241 and HK$65,900,000 respectively.

Caps and basis of determination of the Caps:

The Caps and the basis of determination the Caps are set out as follows:

	Caps for the year ending 31 December		
	2026	**2027**	**2028**
	HK$	*HK$*	*HK$*
Aggregate amount receivable by the Company for transactions contemplated under the New Entrusted Management Services Master Agreement	160,000,000	170,000,000	180,000,000

The Caps were determined by reference to the historical amounts as set out above, the estimated costs of the Company (including time spent by staff members of the Company, utilisation of office support (depending on the type of management services which are provided) and the actual costs, expenses and disbursements incurred by the Company in the course of its provision of the management services to the COSCO SHIPPING (Hong Kong) Group) and a markup in order to achieve an income for the Company.

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 Entrusted Management Services Master Agreement and the transactions contemplated thereunder constitute continuing connected transactions of the Company.

Listing Rules implications:

As one or more applicable percentage ratios for the Caps are expected to exceed 0.1% but less than 5% on an annual basis, the transactions contemplated under the New Entrusted Management Services Master Agreement 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.

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

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

REASONS FOR AND BENEFITS OF THE CONTINUING CONNECTED TRANSACTION

By entering into the New Entrusted Management Services Master Agreement and the transactions contemplated thereunder, the Company will be able to leverage on its experience and expertise in shipping services to generate income through the provision of management services, which will expand the revenue stream of the Company and enhance the financial position of the Company. As the sharing of business management, manpower resources, corporate office administration services, back office support functions and other administrative services can save operating and administrative costs, the New Entrusted Management Services Master Agreement is cost effective. Through streamlining and unifying the business management structures of COSCO SHIPPING (Hong Kong) and the Group, it also helps to facilitate a more efficient and expeditious management mode, thereby enhancing the operational and decision-making efficiency of the Group and laying the foundation for future business synergies.

The Directors (including the independent non-executive Directors) are of the view that the transactions contemplated under the New Entrusted Management Services Master 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 are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

None of the Directors is a party to the New Entrusted Management Services Master Agreement or a shareholder of COSCO SHIPPING (Hong Kong) and none of the Directors will be involved in the negotiation of the Individual Agreements nor derive personal gains from the Group entering into the transactions contemplated under the New Entrusted Management Services Master Agreement. As such, none of the Directors has a material interest in the New Entrusted Management Services Master Agreement. Accordingly, none of them is required to abstain from voting on the relevant board resolutions to approve the execution of the New Entrusted Management Services Master Agreement, 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) 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.

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 Entrusted Management Services Master Agreement, 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 examine annually the pricing of transactions under the New Entrusted Management Services Master Agreement.

(c) Connected transaction coordination working team (the "**Working Team**"), comprising, among others, responsible persons of various functional divisions of the Company (including Public Relations Division, Executive Division, Capital & Investment Operation Division, Operations Management Division, Finance & Accounting Division and Audit & Supervision Division), was set up. Any proposed new connected transaction would be reported to the Working Team in order to carry out all necessary compliance procedures before entering into such connected transaction. 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 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 staff of the Company through an intranet system. The Audit & Supervision Division is responsible for monitoring the accumulated connected transaction amounts incurred in the relevant financial year on a monthly basis. If, based on the 2 months forecast, the annual cap in respect of the relevant financial year will be exceeded, the Audit & Supervision Division will immediately report to the Working Team so that the procedures for revising the relevant annual cap, if necessary, can be carried out in a timely manner in accordance with the Listing Rules.

The Directors are of the view that the above methods and procedures, together with the annual review conducted by independent non-executive Directors and the auditor of the Company as required under Rules 14A.55 and 14A.56 of the Listing Rules, 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 as a whole and that the continuing connected transactions are conducted as agreed in the New Entrusted Management Services Master Agreement and in compliance with Chapter 14A of 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 Entrusted Management Services Master Agreement for each of the three years ending 31 December 2028;

"China Shipping"	中國海運集團有限公司 (China Shipping Group Company Limited*), a company incorporated in the PRC which is a wholly-owned subsidiary of COSCO SHIPPING and the intermediate holding company of the Company;
"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 China Shipping, COSCO SHIPPING (Hong Kong) and the Company;
"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;
"COSCO SHIPPING (Hong Kong) Group"	COSCO SHIPPING (Hong Kong), its subsidiaries and its associates (excluding Piraeus Port Authority S.A. and the Group);
"Directors"	the directors of the Company;
"Existing Entrusted Management Services Master Agreement"	the master agreement entered into between the Company, COSCO SHIPPING and COSCO SHIPPING (Hong Kong) dated 30 December 2022 in respect of the provision of certain management services by the Company to the COSCO SHIPPING (Hong Kong) Group in relation to the day-to-day business operations and management of the COSCO SHIPPING (Hong Kong) Group for the three financial years ending 31 December 2025;
"Group"	the Company and its subsidiaries;
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC;
"Individual Agreements"	the individual agreements entered into between the Company and the relevant members of the COSCO SHIPPING (Hong Kong) Group or the invoices issued by the Company to the relevant members of the COSCO SHIPPING (Hong Kong) Group and approved by the latter (if applicable) from time to time during the term of the New Entrusted Management Services Master Agreement in respect of the services contemplated under the New Entrusted Management Services Master Agreement;

"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange;
"New Entrusted Management Services Master Agreement"	the master agreement entered into between the Company, COSCO SHIPPING and COSCO SHIPPING (Hong Kong) dated 30 December 2025 in respect of the provision of certain management services by the Company to COSCO SHIPPING (Hong Kong) Group in relation to the day-to-day business operations and management of the COSCO SHIPPING (Hong Kong) Group for the three financial years ending 31 December 2028;
"PRC"	the People's Republic of China (for the purpose of this announcement, excluding Hong Kong, Macau Special Administrative Region and Taiwan);
"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; and
"%"	per cent.

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

30 December 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*