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新世界百貨中國有限公司
New World Department Store China Limited
(incorporated in the Cayman Islands with limited liability)
(Stock Code: 825)

CONTINUING CONNECTED TRANSACTIONS
THE 2026 MASTER COLLABORATION SERVICES AGREEMENT
AND
CHANGE OF ADDRESS OF HEAD OFFICE AND PRINCIPAL PLACE OF BUSINESS IN HONG KONG

Reference is made to the announcement of the Company in respect of the 2023 Master Collaboration Services Agreement in relation to the Transactions dated 28 April 2023.

On 28 April 2023, the Company and CTFE entered into the 2023 Master Collaboration Services Agreement in relation to the Transactions. The initial term of the 2023 Master Collaboration Services Agreement will expire on 30 June 2026.

On 24 April 2026, the Company and CTFE entered into the 2026 Master Collaboration Services Agreement in relation to the Transactions and agreed to terminate the 2023 Master Collaboration Services Agreement upon the 2026 Master Collaboration Services Agreement becoming effective on the Effective Date.

As at the date of this announcement, NWD together with its subsidiaries hold approximately 74.99% of the total issued share capital of the Company. NWD is therefore a substantial shareholder of the Company and hence a connected person of the Company. As at the date of this announcement, CTFE together with its subsidiaries hold approximately 45.24% of the total issued share capital of NWD. CTFE is therefore considered to be a connected person of the Company. The Transactions therefore constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As certain applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) and all the amounts of the Annual Caps are more than 5% and exceed HK$10,000,000, respectively, the entering into of the 2026 Master Collaboration Services Agreement and the Annual Caps are subject to the reporting, announcement, annual review and independent shareholders' approval requirements under Chapter 14A of the Listing Rules for the Company.

The Company will convene the EGM for the purpose of seeking approval from the Independent Shareholders on, among other things, the entering into of the 2026 Master Collaboration Services Agreement, the Transactions contemplated thereunder and the Annual Caps. The Independent Board Committee will be established to consider the entering into of the 2026 Master Collaboration Services Agreement, the Transactions contemplated thereunder and the Annual Caps, and to advise the Independent Shareholders as to whether the entering into of the 2026 Master Collaboration Services Agreement, the Transactions contemplated thereunder and the Annual Caps are in the interests of the Company and the Shareholders as a whole. BCL has been appointed as an independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in this regard.

As additional time is required to prepare the circular of the Company containing, among other things, (i) further information on the entering into of the 2026 Master Collaboration Services Agreement, the Transactions contemplated thereunder and the Annual Caps; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders; and (iv) a notice of the EGM, the circular is expected to be despatched to the Shareholders on or before 4 June 2026.

THE 2026 MASTER COLLABORATION SERVICES AGREEMENT

Background

Reference is made to the announcement of the Company in respect of the 2023 Master Collaboration Services Agreement in relation to the Transactions dated 28 April 2023. Members of the Group had in the past entered into, and are expected to from time to time enter into, certain collaboration services agreements with members of the CTFE Group in respect of the Transactions and certain collaboration services agreements have not expired as at the date of this announcement.

The Group and the CTFE Group wish to continue the collaboration services agreements and they may from time to time enter into new agreements in respect of the Transactions. Accordingly, on 28 April 2023, the Company and CTFE entered into the 2023 Master Collaboration Services Agreement in relation to the Transactions. The initial term of the 2023 Master Collaboration Services Agreement will expire on 30 June 2026. On 24 April 2026, the Company and CTFE entered into the 2026 Master Collaboration Services Agreement in relation to the Transactions and agreed to terminate the 2023 Master Collaboration Services Agreement upon the 2026 Master Collaboration Services Agreement becoming effective on the Effective Date.

The principal terms of the 2026 Master Collaboration Services Agreement are set out below.

Date

24 April 2026

Parties

(1) the Company; and

(2) CTFE

General terms for the Transactions

Relevant members of the Group may from time to time enter into Definitive Agreement(s) with relevant members of the CTFE Group in relation to any Transactions upon, and subject to, the terms and conditions in compliance with the 2026 Master Collaboration Services Agreement as may be agreed between relevant members of the Group and relevant members of the CTFE Group.

All existing agreements between relevant members of the Group and relevant members of the CTFE Group in respect of the Transactions (to the extent which covers the Transactions on or after the Effective Date) will be treated as Definitive Agreements made pursuant to the 2026 Master Collaboration Services Agreement as from the Effective Date and shall continue to be subject to the terms of the 2026 Master Collaboration Services Agreement.

With effect from the Effective Date, the Transactions shall be conducted:

(a) in the ordinary and usual course of business of the Group and the CTFE Group;

(b) on normal commercial terms or better (as defined in the Listing Rules) and based on the prevailing market rates; and

(c) in compliance with all applicable provisions of the Listing Rules (including the Annual Caps), the applicable laws, the 2026 Master Collaboration Services Agreement and the relevant Definitive Agreement.

The consideration for each Definitive Agreement will be determined in the following manners: (i) in respect of the General Services: on the basis of the prevailing market rate or at the rate more favorable to the Group than any other third party for comparable services, with particular consideration to, among other things, the uniqueness and proximity of the services provided, the familiarity of the Group and the rationale and requirements behind the services provided, the price of comparable services obtainable from the market and the time of delivery, or on a cost basis or cost-plus basis; or (ii) in respect of the Concessionaire and Rental Services: (a) as to the concessionaire services, a quote will be provided by the relevant member(s) of the Group, and the relevant member(s) of the CTFE Group may, through its operational and technical departments and based on the relevant policies and other quote(s) for similar arrangement(s) obtained from independent third parties in the market, either accept the quote and proceed with the concessionaire counter arrangement or reject the quote and decline to proceed further; and (b) as to the rental services, (1) for lessor, the lessor will provide the lessee a quote after it has, at its best endeavour, obtained two market comparative quotes for similar property(ies) (with comparable conditions including but not limited to location, usable space, available facilities, quality and rental period) and/or reviewed two comparable transactions with independent third parties; and (2) for lessee, the lessee will, at its best endeavour, obtain two market comparative quotes for similar property(ies) (with comparable conditions including but not limited to location, usable space, available facilities, quality and rental period) and/or review two comparable transactions with independent third parties before deciding whether to accept the quote provided by the lessor and proceed further.

Conditionality

The 2026 Master Collaboration Services Agreement is conditional upon the approval by the Independent Shareholders of the entering into of the 2026 Master Collaboration Services Agreement, the Transactions and the Annual Caps at the EGM.

Duration

The 2026 Master Collaboration Services Agreement shall continue to be effective up to and including 30 June 2029. Subject to compliance with the then relevant requirements of the rules of any stock exchange to which either party to the 2026 Master Collaboration Services Agreement is subject to, including, but not limited to, the Listing Rules or, alternatively, any waiver obtained from strict compliance with such requirements, upon expiration of the initial term or subsequent renewal term, the 2026 Master Collaboration Services Agreement will be automatically renewed for a successive period of three years thereafter (or such other period permitted under the Listing Rules), unless terminated earlier in accordance with the 2026 Master Collaboration Services Agreement.

Payment terms

The terms in relation to the time and method of payment will be stated in the relevant Definitive Agreements and will be no less favourable to the Group than terms available to and/or from independent third parties.

Historical figures and the Annual Caps

The aggregate transaction amounts paid by the Group to the CTFE Group, and vice versa, in relation to the 2023 Master Collaboration Services Agreement for each of the two financial years ended 30 June 2024 and 2025 and the six months ended 31 December 2025 are set out below:

	Financial year ended 30 June 2024 *(RMB)*	**Financial year ended 30 June 2025** *(RMB)*	**Six months ended 31 December 2025** *(RMB)*
Historical aggregate transaction amounts (approximately)*Note*	3,092,000	1,979,000	640,000

Note: The historical aggregate transaction amounts shown in the table above do not include the transaction amounts of the Concessionaire and Rental Services and the General Services, as those services were not covered under the 2023 Master Collaboration Services Agreement but contemplated under the 2026 Master Collaboration Services Agreement. For the financial years ended 30 June 2024 and 2025 and the six months ended 31 December 2025, the aggregate transaction amounts relating to the Concessionaire and Rental Services paid by the CTFE Group to the Group amounted to approximately RMB27,954,000, RMB20,461,000 and RMB8,921,000, respectively, and the aggregate transaction amounts relating to the General Services paid by the Group to the CTFE Group, and vice versa, amounted to approximately RMB740,000, RMB1,279,000 and RMB708,000, respectively.

The Annual Caps for each of the three financial years ending 30 June 2027, 2028 and 2029 are set out below:

	For the financial year ending 30 June		
	2027	**2028**	**2029**
	(RMB)	*(RMB)*	*(RMB)*
Annual Caps	55,200,000	62,500,000	70,800,000

Basis for the Annual Caps

The Annual Caps have been determined based on (i) the expected transaction amounts involved in certain agreements entered into between members of the Group and members of the CTFE Group in respect of the provision of the Services; (ii) the prevailing market conditions; and (iii) the estimated increase in the number of Transactions and transaction amounts based on the estimated expansion of existing and future transactions and/or projects of members of the Group and the CTFE Group.

Reasons for and benefits of entering into the 2026 Master Collaboration Services Agreement

The transactions contemplated under the 2026 Master Collaboration Services Agreement are expected to be of a recurrent nature and will occur on a regular and continuing basis in the ordinary and usual course of business of the Group and the CTFE Group. The 2026 Master Collaboration Services Agreement is intended to streamline the continuing connected transactions between members of the Group and members of the CTFE Group in respect of the Transactions. The 2026 Master Collaboration Services Agreement provides a single basis on which the Company will comply with the requirements under the Listing Rules and thereby reduce the administrative burden and costs on the Company to comply with such requirements in relation to the execution of the agreements in respect of the Transactions.

The Directors believe that the entering into of the 2026 Master Collaboration Services Agreement would continue to attract new customers and help retain existing customers of the Group and thus enhance the sales and revenues of the Stores.

The Directors (excluding the independent non-executive Directors who will provide their views after considering the opinion of the Independent Financial Adviser) consider that the entering into of the 2026 Master Collaboration Services Agreement, of which its terms has been negotiated on an arm's length basis and on normal commercial terms or better (as defined in the Listing Rules), are fair and reasonable and in the interests of the Group and the Shareholders as a whole and that the Annual Caps are fair and reasonable and in the interests of the Group and the Shareholders as a whole.

INTERNAL CONTROL PROCEDURES

To ensure that the 2026 Master Collaboration Services Agreement and the Transactions adhere to normal commercial terms or better (as defined in the Listing Rules) and the amounts of the Transactions do not exceed the related Annual Caps, the Group has implemented the following internal control procedures:

(1) **Definitive Agreement review and assessment**: Prior to entering into any Definitive Agreement under the scope of the 2026 Master Collaboration Services Agreement, the relevant personnel of the Group will review and assess the terms of the relevant Definitive Agreements to ensure that they are consistent with the principles and provisions set out in the 2026 Master Collaboration Services Agreement. The pricing policies and other terms of the Definitive Agreements will be determined by the relevant personnel of the Group on normal commercial terms or better (as defined in the Listing Rules), negotiated on an arm's length basis and on basis similar to that with independent third parties.

(2) **Transaction monitoring and reporting**: The finance department of the Group will consistently record and monitor the transaction amounts to ensure that the applicable Annual Caps are not exceeded. Periodic reports, including lists of continuing connected transactions conducted during the reporting period and utilization of the relevant Annual Caps will be submitted to the Audit Committee for review.

(3) **Biannual review by internal audit function**: The internal audit department of the Group will perform a biannual review of the internal controls for the continuing connected transactions for the preceding financial year.

(4) **Annual review by external auditors and independent non-executive Directors**: The external auditor of the Company along with the independent non-executive Directors will perform annual review of the continuing connected transactions for the preceding financial year in accordance with the Listing Rules.

INFORMATION OF THE GROUP AND THE CTFE GROUP

The Group is principally engaged in department store and property investment operations in the Chinese Mainland.

As of the date of this announcement and based on publicly available information, CTFE is a wholly-owned subsidiary of Chow Tai Fook (Holding) Limited; Chow Tai Fook (Holding) Limited is an approximately 90.52%-owned subsidiary of Chow Tai Fook Capital Limited; Chow Tai Fook Capital Limited is owned as to approximately 48.98% and approximately 46.65% by Cheng Yu Tung Family (Holdings) Limited and Cheng Yu Tung Family (Holdings II) Limited, respectively. To the best knowledge of the Directors, CTFE is principally engaged in investment holding.

LISTING RULES IMPLICATIONS

As at the date of this announcement, NWD together with its subsidiaries hold approximately 74.99% of the total issued share capital of the Company. NWD is therefore a substantial shareholder of the Company and hence a connected person of the Company. As at the date of this announcement, CTFE together with its subsidiaries hold approximately 45.24% of the total issued share capital of NWD as at the date of this announcement. CTFE is therefore considered to be a connected person of the Company. The Transactions therefore constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As certain applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) and all the amounts of the Annual Caps are more than 5% and exceed HK$10,000,000, respectively, the entering into of the 2026 Master Collaboration Services Agreement and the Annual Caps are subject to the reporting, announcement, annual review and independent shareholders' approval requirements under Chapter 14A of the Listing Rules for the Company.

APPROVAL BY THE BOARD OF DIRECTORS

Dr. Cheng Kar-shun, Henry, being a Director, is also a director of CTFE. Therefore, Dr. Cheng Kar-shun, Henry is considered to have material interests in the entering into of the 2026 Master Collaboration Services Agreement and therefore has abstained from voting on the relevant board resolutions.

GENERAL

The Company will convene the EGM for the purpose of seeking approval from the Independent Shareholders on, among other things, the entering into of the 2026 Master Collaboration Services Agreement, the Transactions contemplated thereunder and the Annual Caps. The Independent Board Committee will be established to consider the entering into of the 2026 Master Collaboration Services Agreement, the Transactions contemplated thereunder and the Annual Caps, and to advise the Independent Shareholders as to whether the entering into of the 2026 Master Collaboration Services Agreement, the Transactions contemplated thereunder and the Annual Caps are in the interests of the Company and the Shareholders as a whole. BCL has been appointed as an independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in this regard.

As additional time is required to prepare the circular of the Company containing, among other things, (i) further information on the entering into of the 2026 Master Collaboration Services Agreement, the Transactions contemplated thereunder and the Annual Caps; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders; and (iv) a notice of the EGM, the circular is expected to be despatched to the Shareholders on or before 4 June 2026.

CHANGE OF ADDRESS OF HEAD OFFICE AND PRINCIPAL PLACE OF BUSINESS IN HONG KONG

The Company further announces that the address of the head office and principal place of business in Hong Kong of the Company has been changed to 10th Floor, Tower A, 83 King Lam Street, Cheung Sha Wan, Kowloon, Hong Kong with effect from 24 April 2026.

The telephone number, facsimile number and website of the Company remain unchanged.

DEFINITIONS

The following terms have the following meanings in this announcement, unless the context otherwise requires:

"2023 Master Collaboration Services Agreement"	the agreement in relation to the Transactions entered into between the Company and CTFE on 28 April 2023
"2026 Master Collaboration Services Agreement"	the agreement in relation to the Transactions entered into between the Company and CTFE on 24 April 2026
"Annual Cap(s)"	the maximum annual aggregate amounts payable by the CTFE Group to the Group, and vice versa, in respect of the Transactions for each of the three financial years ending 30 June 2029
"associate"	has the meaning ascribed to it under the Listing Rules
"Audit Committee"	the audit committee of the Company
"BCL/Independent Financial Adviser"	Ballas Capital Limited, a corporation licensed to carry on Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), being independent financial adviser to the Independent Board Committee and the Independent Shareholders in respect of the entering into of the 2026 Master Collaboration Services Agreement, the Transactions and the Annual Caps
"Chinese Mainland"	the People's Republic of China, and for the purpose of this announcement only, excludes Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan

"Company"	New World Department Store China Limited (新世界百貨中國有限公司), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 825), and is a subsidiary of NWD as at the date of this announcement
"Concessionaire and Rental Services"	means all existing and future provision of concessionaire counter and rental-related services between members of the Group and members of the CTFE Group arising from the concessionaire arrangements or rental agreements in respect of retailing counters for the sale of jewellery products and watches by relevant members of the Group to members of the CTFE Group at the Chinese Mainland properties owned by, leased to or operated by the Group from time to time
"connected person"	has the meaning ascribed to it under the Listing Rules
"CTFE"	Chow Tai Fook Enterprises Limited (周大福企業有限公司), a company incorporated in Hong Kong with limited liability
"CTFE Group"	means (a) CTFE; (b) any other company which is its subsidiary or holding company or is a fellow subsidiary of any such holding company; and/or (c) any other company in the equity capital of which CTFE and such other companies referred to in (b) above taken together are directly or indirectly interested so as to exercise or control the exercise of 30% (or such other amount as may from time to time be specified in the Code on Takeovers and Mergers as being the level for triggering a mandatory general offer) or more of the voting power at general meetings, or to control the composition of a majority of the board of directors and (d) the subsidiaries of such other companies referred to in (b) and (c) above, but excluding the Group
"Definitive Agreement(s)"	definitive agreement(s) which may be entered into between any member(s) of the Group and any member(s) of the CTFE Group from time to time in relation to any of the Transactions at any time during the term of the 2026 Master Collaboration Services Agreement
"Directors"	the directors of the Company
"Effective Date"	1 July 2026, which is conditional upon the 2026 Master Collaboration Services Agreement becoming unconditional as set out in the sub-paragraph headed "Conditionality" under the paragraph headed "The 2026 Master Collaboration Services Agreement" in this announcement

"EGM"	an extraordinary general meeting of the Company to be held to consider and, if thought fit, approve, among other things, the entering into of the 2026 Master Collaboration Services Agreement, the Transactions and the Annual Caps
"General Services"	means the provision of insurance services, provision of information technology, provision of convention and exhibition facilities, related functions and services, food and beverage catering services, food processing, hiring, procurement and supply of plant, machinery, equipment and materials, property management and related accounting services, property sales and letting agency services, provision of car parking management and related services and rental and licensing of the rights to use properties, spare spaces, other spaces and car-parking spaces, buying and procurement services for sourcing goods, provision of supply chain management and consultancy services, sample production and import and export trading services, wholesaling, provision of freight forwarding and packaging and other logistics services, storage and warehousing services, design, marketing and sourcing services, merchandising agent services, general trading of merchandise, advertising, branding, marketing, loyalty and rewards program and promotion-related services and related services, and such other types of services as CTFE and the Company may agree upon from time to time in writing
"Group"	the Company and its subsidiaries from time to time
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Independent Board Committee"	an independent committee of the board of the Directors, comprising all of the independent non-executive Directors
"Independent Shareholders"	the Shareholders, other than CTFE and its associates, who do not have material interest in the 2026 Master Collaboration Services Agreement and are not required to abstain from voting at the EGM to consider and approve the 2026 Master Collaboration Services Agreement, the Transactions contemplated thereunder and the Annual Caps
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange

"NWD"	New World Development Company Limited (新世界發展有限公司), a company incorporated in Hong Kong with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 17), and held as to approximately 45.24% by CTFE and its subsidiaries as at the date of this announcement
"RMB"	Renminbi, the lawful currency of the People's Republic of China
"Services"	the General Services and Concessionaire and Rental Services, and such other types of services as the CTFE Group and the Group may agree upon from time to time in writing
"Shareholders"	shareholders of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Stores"	the department stores owned by the Group from time to time
"subsidiary"	has the meaning ascribed to it under the Listing Rules or the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
"substantial shareholder"	has the meaning ascribed to it under the Listing Rules
"Transactions"	all existing and future transactions between members of the Group and members of the CTFE Group in respect of the provision of the Services as contemplated under the 2026 Master Collaboration Services Agreement
"%"	per cent.

By order of the board of
New World Department Store China Limited
Hui Ka-wai
Company Secretary

Hong Kong, 24 April 2026

As at the date of this announcement, the executive Directors are Dr. Cheng Kar-shun, Henry, Ms. Huang Shaomei, Echo, Ms. Woo Yuk-kwan Rebecca, Ms. Chiu Wai-han, Jenny, Mr. Lau Fu-keung and Mr. Chan Yiu-ho; and the independent non-executive Directors are Mr. Cheong Ying-chew, Henry, Mr. Chan Yiu-tong, Ivan, Mr. Tong Hang-chan, Peter, Mr. Yu Chun-fai and Ms. Ho Pui-yun Gloria.