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交銀國際
BOCOM International

BOCOM INTERNATIONAL HOLDINGS COMPANY LIMITED
交 銀 國 際 控 股 有 限 公 司

(incorporated in Hong Kong with limited liability)
(Stock Code: 3329)

DISCLOSEABLE TRANSACTION IN RELATION TO SUBSCRIPTION OF LIMITED PARTNERSHIP INTEREST

On 30 July 2026, the Subsidiary executed the Subscription Agreement pursuant to which the Subsidiary shall make a capital commitment of HK$100,000,000 to the Partnership as a Limited Partner and the Subscription was accepted by the General Partner on the same day. In connection with the Subscription, on 30 July 2026, the Subsidiary also entered into the Partnership Agreement in relation to, among others, the operation and management of the Partnership with, among others, the General Partner and the Other Limited Partners; and the Side Letter, in relation to, among others, the entitlement of certain rights and benefits as investor of the Partnership with the General Partner (on behalf of itself and the Partnership).

As the highest applicable percentage ratio in relation to the Subscription is less than 25% but more than 5%, the Subscription constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

SUBSCRIPTION

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The capital commitment made by the Subsidiary was determined after arm's length negotiation between the General Partner and the Subsidiary, taking into account of various factors including the terms of the Subscription, the investment objectives of the Partnership and the financial position of the Group. The capital commitment to the Partnership will be funded by the Group's internal resources.

PRINCIPAL TERMS OF THE SUBSCRIPTION

The principal terms of the Subscription are summarised as follows:

Name of Partnership	:	Victoria Harbour Nexus Innovation LPF 維港紐帶創科有限合夥基金
Target size of the Partnership	:	The aggregate commitments of the Partnership shall not exceed HK$600 million.
Term of Partnership	:	The term of the Partnership shall continue until the eighth anniversary of the Closing Date, provided that the said term may be (i) extended for up to two one-year periods by the General Partner in its sole discretion and (ii) be automatically extended by the same duration as any extension of the Investment Period under the Partnership Agreement, provided further that in no event shall the term of the Partnership exceed ten years from the Closing Date.
Purpose of Partnership	:	The primary purpose of the Partnership is to make investments, either directly or indirectly through intermediate holding entities, in accordance with the Partnership's investment objectives and restrictions as set out in the Partnership Agreement.
Capital commitment	:	The Subsidiary has committed to contribute HK$100,000,000 to the Partnership as a Limited Partner.
Management	:	The management of the Partnership shall be vested exclusively in the General Partner and the General Partner shall have full control over the conduct of business, assets, conduct and affairs of the Partnership and to carry out the objectives and purposes of the Partnership. The General Partner has appointed certain Investment Managers, which among others, includes BOCOM Asset Management, to carry out the day-to-day investment management functions of the Partnership, and in consideration of such services, management fee as prescribed by the Partnership Agreement shall be paid by the Partnership to the Investment Managers. The Limited Partners shall not participate in the control, management, direction or operation of the affairs or take part in the conduct of business of the Partnership and shall have no power to bind the Partnership.

Distribution	:	The General Partner may in its sole discretion (but shall not be required to) cause the Partnership to make distributions to the Partners from time to time. All the investment proceeds attributable to the investments shall be apportioned among the Partners in proportion to their sharing percentages with respect to the applicable investment and distributed to the Partners in the following order of priority: (1) 100% to each Limited Partner until such Limited Partner has received an amount equal to its aggregate capital contribution; (2) 100% to each Limited Partner until the Unpaid Preferred Return of such Limited Partners is reduced to zero; (3) 100% to the General Partner until the cumulative amount payable is equal to 15% of all distributions made pursuant to item (2) above; and (4) 15% to the General Partner and 85% to such Limited Partner.
Investment Committee	:	The investment committee is responsible for making decisions in respect of investment and divestment matters of the Partnership. Such committee shall comprise five voting members, with BOCOM Asset Management forming one of them.
Restrictions on transfer	:	No Limited Partner may transfer directly or indirectly all or any portion of its interest in the Partnership except with the prior written consent of the General Partner, which consent may be withheld in the General Partner's sole discretion except that such consent shall not be unreasonably withheld with regard to an assignment by a Limited Partner of all of its interests in the Partnership to its affiliates, subject to satisfaction of certain conditions prescribed in the Partnership Agreement.
Rights and benefits enjoyed by the Subsidiary	:	Pursuant to the Side Letter, the Subsidiary shall be entitled to certain rights and benefits as investor of the Partnership. Such rights and benefits, include, among others, entitlement to the same rights and benefits enjoyed by other Limited Partners having a commitment not more than the Subsidiary's commitment save for those circumstances set out in the Side Letter; excusal from making capital contributions to any investments of the Partnership prohibited by the internal policies of the Subsidiary as set out in the Side Letter; and the General Partner not making any amendment to the Partnership Agreement that would disproportionately and materially adversely affect the Subsidiary unless with the Subsidiary's prior written consent. The Side Letter shall terminate if the Subsidiary fails to maintain at least 50% of its commitment (as of the date of acceptance of the Subscription by the General Partner) or becomes a defaulting Partner.

INFORMATION OF THE SUBSIDIARY, BOCOM ASSET MANAGEMENT AND THE GROUP

The Subsidiary is incorporated under the laws of Hong Kong with limited liability and its principal activity is investment holding. BOCOM Asset Management is a company incorporated in Hong Kong with limited liability and is principally engaged in the business of asset management. Both of them are wholly-owned by the Company. The principal activity of the Company is investment holding.

The Group is principally engaged in securities brokerage, margin financing, corporate finance and underwriting, investment and loans and asset management and advisory businesses. The regulated activities carried out by the Company's licensed subsidiaries include dealing in securities and futures, advising on securities and futures contracts, providing securities margin financing, advising on corporate finance and providing asset management services.

INFORMATION OF THE PARTNERSHIP, THE GENERAL PARTNER AND OTHER LIMITED PARTNERS

The Partnership is formed as a limited partnership fund in Hong Kong on 9 July 2026. As it is newly established, neither financial information nor past performance of the Partnership is presented in this announcement.

The General Partner is a company incorporated in Hong Kong with limited liability and is principally engaged in the business of managing the Partnership. The General Partner is wholly-owned by CITIC Capital Holdings Limited, which is owned as to approximately 19.90% by CITIC, 20.70% by Tencent, 19.92% by Fubon and its affiliates, 18.73% by Qatar Holding and 20.75% by the management of CITIC Capital Holdings Limited through direct ownership and restricted share scheme of CITIC Capital Holdings Limited.

LP1 is a company incorporated in Hong Kong with limited liability and is principally engaged in the business of investment holding. It is wholly-owned by Shanghai State-owned Capital Investment Co., Ltd.*, which is ultimately controlled by the Shanghai State-owned Assets Supervision and Administration Commission*.

LP2 is a company incorporated in Hong Kong with limited liability and is principally engaged in the business of investment holding. It is wholly-owned by China Taiping.

LP3 is a company incorporated in Hong Kong with limited liability and is principally engaged in the business of investment holding. It is wholly-owned by Yeebo.

LP4 is a company incorporated in Hong Kong with limited liability and is principally engaged in the business of investment holding. It is wholly-owned by BOC.

LP5 is a company incorporated in Hong Kong with limited liability and is a special-purpose vehicle established by the Government of Hong Kong Special Administrative Region.

To the best of the Directors' knowledge, information and belief having made all reasonable enquires, the Partnership, the General Partner, the Other Limited Partners and their respective ultimate beneficial owner(s) (where applicable) are third parties independent of the Company and its connected persons.

REASONS FOR AND BENEFITS OF THE SUBSCRIPTION

The Directors believe that the Subscription represents a good investment opportunity for the Group to diversify the Group's investment portfolio and generate income for the Group.

In view of the above, the Directors consider that the terms of the Subscription are fair and reasonable and on normal commercial terms, and the Subscription is in the ordinary course of business of the Group and in the interests of the Company and its Shareholders as a whole.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio in relation to the Subscription is less than 25% but more than 5%, the Subscription constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

"Board"	the board of Directors
"BOC"	Bank of China Limited, a joint stock company established in the People's Republic of China, the issued shares of which are listed on the Stock Exchange (stock code: 3988) and the Shanghai Stock Exchange (stock code: 601988)
"BOCOM Asset Management"	BOCOM International Asset Management Limited
"China Taiping"	China Taiping Insurance Holdings Company Limited, a limited liability company incorporated in Hong Kong, the issued shares of which are listed on the Stock Exchange (stock code: 966)
"CITIC"	CITIC Limited, a limited liability company incorporated in Hong Kong, the issued shares of which are listed on the Stock Exchange (stock code: 267)
"Closing Date"	the date upon which the subscription agreement in respect of a commitment to the Partnership completed by a Limited Partner in connection with its admission to the Partnership is accepted by the General Partner
"Company"	BOCOM International Holdings Company Limited, a company incorporated in Hong Kong with limited liability, the issued shares of which are listed on the Stock Exchange (stock code: 3329)

"connected person"	has the same meaning as ascribed to it under the Listing Rules
"Director(s)"	the director(s) of the Company
"Fubon"	Fubon Financial Holding Co., Ltd., a limited liability company established in Taiwan, the issued shares of which are listed on the Taiwan Stock Exchange (stock code: 2881)
"General Partner"	the general partner of the Partnership, namely Victoria Harbour Nexus Innovation GP Limited
"Group"	the Company and its subsidiaries
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Investment Manager(s)"	the investment manager(s) of the Partnership appointed by the General Partner from time to time
"Investment Period"	means the period commencing from the Closing Date and, unless terminated earlier, ending on the fourth anniversary of the Closing Date, provided that the General Partner may elect to extend the investment period for a one-year period in its sole discretion, but in no event shall the term exceed ten years from the Closing Date
"Limited Partner(s)"	the limited partner(s) of the Partnership admitted from time to time
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"LP1"	Shanghai Ventures Corporation Limited
"LP2"	Taiping Trustees Limited
"LP3"	Yeebo Alpha Limited
"LP4"	Wellink Investments Limited
"LP5"	The Innovation and Technology Venture Fund Corporation
"Other Limited Partners"	LP1, LP2, LP3, LP4 and LP5
"Partner(s)"	the partner(s) to the Partnership, including the General Partner and the Limited Partners
"Partnership"	Victoria Harbour Nexus Innovation LPF

"Partnership Agreement"	The amended and restated partnership agreement of the Partnership executed and delivered as a deed on 30 July 2026 by, among others, the General Partner and the Limited Partners
"percentage ratios"	has the same meaning as ascribed to it under the Listing Rules
"Preferred Return"	with respect to each Partner, as of the date of determination, the excess of (i) the aggregate amount of the Partnership's distribution required to cause the annually compounded internal rate of return from the Closing Date to the date of determination on the investment contributions and cost contributions made by such Partner to equal 8% per annum, over (ii) the aggregate amount of investment contributions and cost contributions made by such Partner
"Qatar Holding"	Qatar Holding LLC, which is wholly-owned by the Qatar Investment Authority, the sovereign wealth fund owned by the State of Qatar
"Shareholder(s)"	holder(s) of the ordinary shares of the Company
"Side Letter"	the side letter dated 30 July 2026 entered into by the General Partner (on behalf of itself and the Partnership) and the Subsidiary relating to the Subsidiary's entitlement to certain rights and benefits as investor of the Partnership
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Subscription Agreement"	the subscription agreement in relation to the Subscription dated 30 July 2026 executed by the Subsidiary and accepted by the General Partner on the same day
"Subscription"	the subscription of the interests in the Partnership as a Limited Partner by the Subsidiary pursuant to the Subscription Agreement
"Subsidiary"	BOCOM International Flourish Investment Limited
"Tencent"	Tencent Holdings Limited, an exempted limited liability company incorporated in the Cayman Islands, the issued shares of which are listed on the Stock Exchange (stock code: 700)
"Unpaid Preferred Return"	with respect to each Partner, as of the date of determination, the excess of such Partner's Preferred Return over the aggregate amount of all distributions made to such Partner pursuant to the Partnership Agreement

"Yeebo"	Yeebo (International Holdings) Limited, an exempted limited liability company incorporated in Bermuda, the issued shares of which are listed on the Stock Exchange (stock code: 259)
"%"	per cent.

* *For identification purpose only*

By Order of the Board
BOCOM International Holdings Company Limited
ZENG Jiali
Company Secretary

Hong Kong, 31 July 2026

As at the date of this announcement, the Board comprises Mr. XIAO Ting and Ms. ZHU Chen as Non-executive Directors; Mr. XIE Jie and Ms. TANG Jue as Executive Directors; and Mr. MA Ning, Mr. LIN Zhijun and Mr. PU Yonghao as Independent Non-executive Directors.