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## **THEME INTERNATIONAL HOLDINGS LIMITED**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 990)**

### **CONTINUING CONNECTED TRANSACTIONS**

#### **MASTER SALE AND PURCHASE AGREEMENT I, MASTER SALE AND PURCHASE AGREEMENT II AND LOGISTIC SERVICES FRAMEWORK AGREEMENT**

##### **MASTER SALE AND PURCHASE AGREEMENT I AND MASTER SALE AND PURCHASE AGREEMENT II**

The Board announces that on 12 August 2021, the Company entered into (i) the Master Sale and Purchase Agreement I with Mr. ZH You in relation to the purchase and supply of iron ore, steel products and nickel ore between the ZHY Group and the Group in Singapore; (ii) the Master Sale and Purchase Agreement II with Mr. ZW You in relation to the purchase and supply of iron ore, steel products and nickel ore between the ZWY Group and the Group, and the provision of the Processing Services by the Group to the ZWY Group, in the PRC.

##### **THE LOGISTIC SERVICES FRAMEWORK AGREEMENT**

The Board announces that on 12 August 2021, the Company entered into the Logistic Services Framework Agreement with Mr. ZW You, pursuant to which the ZWY Group would provide the Logistic Services to the Group, in particular in respect of Shangdong Xinshengda, Dapeng Mining, Jingdian Shanghai and Jingdian Fujian.

##### **IMPLICATIONS UNDER THE LISTING RULES**

Mr. ZH You is the Controlling Shareholder, and hence a connected person of the Company. Mr. ZW You is the brother of Mr. ZH You, and an associate of Mr. ZH You. Mr. ZW You is hence a connected person of the Company. Therefore, the transactions under each of the Master Sale and Purchase Agreement I, the Master Sale and Purchase Agreement II and the Logistic Services Framework Agreement constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As one of the applicable percentage ratios (other than profit ratio) (within the meaning of Rule 14.07 of the Listing Rules) for the proposed annual caps under the Master Sale and Purchase Agreement I exceeds 0.1% but does not exceed 5%, the transactions contemplated under the Master Sale and Purchase Agreement I constitute continuing connected transactions of the Company and are therefore subject to the reporting, announcement and annual review requirements under chapter 14A of the Listing Rules.

As one of the applicable percentage ratios (other than profit ratio) (within the meaning of Rule 14.07 of the Listing Rules) for the proposed annual caps under the Master Sale and Purchase Agreement II exceeds 0.1% but does not exceed 5%, the transactions contemplated under the Master Sale and Purchase Agreement II constitute continuing connected transactions of the Company and are therefore subject to the reporting, announcement and annual review requirements under chapter 14A of the Listing Rules.

As one of the applicable percentage ratios (other than profit ratio) (within the meaning of Rule 14.07 of the Listing Rules) for the proposed annual caps under the Logistic Services Framework Agreement exceeds 0.1% but does not exceed 5%, the transactions contemplated under the Logistic Services Framework Agreement constitute continuing connected transactions of the Company and are therefore subject to the reporting, announcement and annual review requirements under chapter 14A of the Listing Rules.

## **A. BACKGROUND**

The Board announces that on 12 August 2021 (after trading hours), the Company entered into (i) the Master Sale and Purchase Agreement I with Mr. ZH You in relation to the purchase and supply of iron ore, steel products and nickel ore between the ZHY Group and the Group in Singapore; (ii) the Master Sale and Purchase Agreement II with Mr. ZW You in relation to the purchase and supply of iron ore, steel products and nickel ore between the ZWY Group and the Group, and the provision of the Processing Services by the Group to the ZWY Group, in the PRC.

Reference is also made to the Company's announcement dated 15 June 2021 and 28 July 2021 in relation to the acquisition of the equity interests in Shangdong Xinshengda and Dapeng Mining. The Board announces that on 12 August 2021 (after trading hours), the Company entered into the Logistic Services Framework Agreement with Mr. ZW You, pursuant to which the ZWY Group would provide the Logistic Services to the Group, in particular in respect of Shangdong Xinshengda, Dapeng Mining, Jingdian Shanghai and Jingdian Fujian.

Details of the Master Sale and Purchase Agreement I, the Master Sale and Purchase Agreement II and the Logistic Services Framework Agreement are as follows:

## **B. MASTER SALE AND PURCHASE AGREEMENT I**

**1. Date:** 12 August 2021

**2. Parties:**

(a) The Company

(b) Mr. ZH You, the Controlling Shareholder and a connected person of the Company

**3. Description of the transactions:**

The Company agrees to purchase and/or supply iron ore, steel products and nickel ore and Mr. ZH You agrees to supply and/or purchase and/or procure the purchase and/or supply of iron ore, steel products and nickel ore in Singapore in accordance with the terms of Master Sale and Purchase Agreement I.

**4. Term:**

The Master Sale and Purchase Agreement I is for a term commencing from 12 August 2021 and ending on 31 December 2023 (both days inclusive).

**5. Time and method of payment:**

The payment under each separate supply/purchase order shall be principally settled within 60 days from the date of invoice.

**6. Pricing mechanism:**

In the absence of state-prescribed price, the price shall be determined by reference to the internal database of prices gathered by the Group, which is developed with reference to the list of internal criteria which includes base price and grading of the iron ore, steel products and nickel ore. Further, the Group also makes reference to the market prices of iron ore, steel products and nickel ore sourced from different commonly recognised industrial websites for them, as well as the recent selling prices of iron ore, steel products and nickel ore to Independent Third Parties. If the prices and charges are determined based on or with reference to prices, exchange rates or tax rates stated in specific government documents, internal database, exchanges or industry-related websites, the effective aforementioned documents, prices and rates at the time of the entry into of specific transaction agreements by the parties shall prevail.

## 7. Historical transaction amounts

As the transactions contemplated under the Master Sale and Purchase Agreement I represent new transactions with Mr. ZH You, no historical transaction amounts are available for disclosure purposes.

## 8. Proposed annual caps

Set out below are the proposed annual caps under the Master Sale and Purchase Agreement I for the three years ending 31 December 2023:

	Annual cap for the year ending 31 December 2021 <i>million</i>	Annual cap for the year ending 31 December 2022 <i>million</i>	Annual cap for the year ending 31 December 2023 <i>million</i>
Purchase or sale of iron ore, steel products and nickel ore from/to the ZHY Group	HK\$240.0 (equivalent to approximately US\$30.8)	HK\$240.0 (equivalent to approximately US\$30.8)	HK\$240.0 (equivalent to approximately US\$30.8)

In arriving at the above proposed annual caps, the Directors have taken into account different factors, including the expected demand for iron ore, steel products and nickel ore in Singapore.

Mr. ZH You and the Company agree that the transactions under the Master Sale and Purchase Agreement I shall be conducted on normal commercial terms, in particular:

- (a) the transactions under the Master Sale and Purchase Agreement I will be on terms no less favourable to the Group than terms available to or from (as appropriate) Independent Third Parties;
- (b) the transactions under the Master Sale and Purchase Agreement I will be required in the ordinary and usual course of business of the Group and conducted after arm's length negotiations; and
- (c) the transactions under the Master Sale and Purchase Agreement I will not exceed the annual caps as set out immediately above.

## **C. MASTER SALE AND PURCHASE AGREEMENT II**

**1. Date:** 12 August 2021

**2. Parties:**

(a) The Company

(b) Mr. ZW You, the brother of Mr. ZH You, an associate of Mr. ZH You and a connected person of the Company

**3. Description of the transactions:**

The Company agrees to purchase and/or supply iron ore, steel products and nickel ore and Mr. ZW You agrees to supply and/or purchase and/or procure the purchase and/or supply of iron ore, steel products and nickel ore in the PRC and the Company agrees to provide or procure its subsidiary(ies) to provide the Processing Services to the ZWY Group in the PRC in accordance with the terms of the Master Sale and Purchase Agreement II.

**4. Term:**

The Master Sale and Purchase Agreement II is for a term commencing from 12 August 2021 and ending on 31 December 2023 (both days inclusive).

**5. Time and method of payment:**

The payment under each separate supply/purchase order and/or the related Processing Services shall be principally settled within 60 days from the date of invoice.

**6. Pricing mechanism:**

In the absence of state-prescribed price, the price shall be determined by reference to the internal database of prices gathered by the Group, which is developed with reference to the list of internal criteria which includes base price and grading of the iron ore, steel products and nickel ore. Further, the Group also makes reference to the market prices of iron ore, steel products and nickel ore sourced from different commonly recognised industrial websites for them, as well as the recent selling prices of iron ore, steel products and nickel ore to Independent Third Parties. If the prices and charges are determined based on or with reference to prices, exchange rates or tax rates stated in specific government documents, internal database, exchanges or industry-related websites, the effective aforementioned documents, prices and rates at the time of the entry into of specific transaction agreements by the parties shall prevail.

## 7. Historical transaction amounts

As the transactions contemplated under the Master Sale and Purchase Agreement II represent new transactions with Mr. ZW You, no historical transaction amounts are available for disclosure purposes.

## 8. Proposed annual caps

Set out below are the proposed annual caps under the Master Sale and Purchase Agreement II for the three years ending 31 December 2023:

	Annual cap for the year ending 31 December 2021 <i>million</i>	Annual cap for the year ending 31 December 2022 <i>million</i>	Annual cap for the year ending 31 December 2023 <i>million</i>
Purchase or sale of iron ore, steel products and nickel ore from/to the ZWY Group and the provision of the Processing Services by the Group to the ZWY Group	HK\$240.0 (equivalent to approximately RMB199.8)	HK\$240.0 (equivalent to approximately RMB199.8)	HK\$240.0 (equivalent to approximately RMB199.8)

In arriving at the above proposed annual caps, the Directors have taken into account different factors, including the expected demand for iron ore, steel products and nickel ore and Processing Services in the PRC.

Mr. ZW You and the Company agree that the transactions under the Master Sale and Purchase Agreement II shall be conducted on normal commercial terms, in particular:

- (a) the transactions under the Master Sale and Purchase Agreement II will be on terms no less favourable to the Group than terms available to or from (as appropriate) Independent Third Parties;
- (b) the transactions under the Master Sale and Purchase Agreement II will be required in the ordinary and usual course of business of the Group and conducted after arm's length negotiations; and
- (c) the transactions under the Master Sale and Purchase Agreement II will not exceed the annual caps as set out immediately above.

## **D. LOGISTIC SERVICES FRAMEWORK AGREEMENT**

**1. Date:** 12 August 2021

**2. Parties:**

(a) The Company

(b) Mr. ZW You, the brother and an associate of Mr. ZH You and a connected person of the Company

**3. Description of the transactions:**

ZWY Group agrees to provide to the Group the Logistic Services in accordance with the terms of the Logistic Services Framework Agreement.

**4. Term:**

The Logistic Services Framework Agreement is for a term commencing from 12 August 2021 and ending on 31 December 2023 (both days inclusive).

**5. Time and method of payment:**

The payment under each separate services invoice shall be principally settled within 60 days from the date of invoice.

**6. Pricing mechanism:**

Mr. ZW You and the Company shall procure that the ZWY Group and the Group shall negotiate and agree to the price of the Logistic Services by reference to the prevailing market prices and prevailing prices charged to Independent Third Parties of same or substantially similar services, taking into account of the load, timing and territory for delivery.

**7. Historical transaction amounts**

As the transactions contemplated under the Logistic Services Framework Agreement represent new transactions with Mr. ZW You, no historical transaction amounts are available for disclosure purposes.

## 8. Proposed annual caps

Set out below are the proposed annual caps under the Logistic Service Framework Agreement for the three years ending 31 December 2023:

	Annual cap for the year ending 31 December 2021 <i>million</i>	Annual cap for the year ending 31 December 2022 <i>million</i>	Annual cap for the year ending 31 December 2023 <i>million</i>
Provision of Logistic Services from the ZWY Group to the Group	HK\$240.0 (equivalent to approximately RMB199.8)	HK\$240.0 (equivalent to approximately RMB199.8)	HK\$240.0 (equivalent to approximately RMB199.8)

In arriving at the above proposed annual caps, the Directors have taken into account the different factors, including the expected demand for the Logistic Services for the Group, in particular Shangdong Xinshengda, Dapeng Mining, Jingdian Shanghai and Jingdian Fujian.

Mr. ZW You and the Company agree that the transactions under the Logistic Services Framework Agreement shall be conducted on normal commercial terms, in particular:

- (a) the transactions under the Logistic Services Framework Agreement will be on terms no less favourable to the Group than terms available to or from (as appropriate) Independent Third Parties;
- (b) the Logistic Services under the Logistic Services Framework Agreement will be required in the ordinary and usual course of business of the Group and conducted after arm's length negotiations; and
- (c) the transactions under the Logistic Services Framework Agreement will not exceed the annual caps as set out immediately above.

## E. REASONS FOR AND BENEFITS IN ENTERING INTO OF THE MASTER SALE AND PURCHASE AGREEMENT I, THE MASTER SALE AND PURCHASE AGREEMENT II AND THE LOGISTIC SERVICES FRAMEWORK AGREEMENT

The Group is principally engaged in the (i) trading and processing of bulk commodities and related products in Hong Kong, Singapore and the PRC; and (ii) provision of securities and derivatives financial services, margin financing and fund management in Hong Kong and Singapore. Mr. ZH You is interested in the entire issued share capital of PSU in Singapore, which is a commodities trading company in Singapore. Further, Mr. ZW You is interested in the majority of the issued shares of RGL, which is a commodities trading company in the PRC. RGL also controls Wubo Technology, a company providing commodity logistics services in the PRC.



As set forth in the Company's annual report for the year ended 31 December 2020, the Group's increase in profit for the year ended 31 December 2020 was mainly due to the good performance of the distribution and trading business and the financial services business during the year ended 31 December 2020. As such, the Group targets to continue to grow its distribution and trading business. Against such backdrop, it is expected that the Group will purchase or sell iron ore, steel products and nickel ore through commodities trading companies like PSU and RGL.

By entering into the Master Sale and Purchase Agreement I and the Master Sale and Purchase Agreement II, the Group would be afforded with the flexibility to purchase from, or supply iron ore, steel products and nickel ore through PSU and RGL, as and when the prices are favourable to the Group. Pursuant to the said agreements, the prices of the iron ore, steel products and nickel ore should be on normal commercial terms and no less favourable than those obtained from, or offered to, other Independent Third Parties. Further, as the Group has the servicing capability and capacity for carrying out the Processing Services in the PRC, it will be beneficial for the Group to provide such services to the ZWY Group.

Reference is also made to the Company's announcement dated 15 June 2021 and 28 July 2021 in relation to the acquisition of the equity interests in Shangdong Xinshengda and Dapeng Mining. By entering into the Logistic Services Framework Agreement, the Group would be able to establish a stable relationship with the ZWY Group, which member includes RGL. RGL controls Wubo Technology, a company providing commodity logistics services in the PRC. Wubo Technology will provide the Logistic Services for the Group, in particular to Shangdong Xinshengda, Dapeng Mining, Jingdian Shanghai and Jingdian Fujian.

In light of the above factors, the Directors (including the independent non-executive Directors) consider that the terms under each of the Master Sale and Purchase Agreement I, the Master Sale and Purchase Agreement II and the Logistic Service Framework Agreement and the proposed annual caps for the three years ending 31 December 2023 are fair and reasonable and in the interests of the Shareholders as a whole.

## **F. INTERNAL CONTROL MEASURES FOR THE CONTINUING CONNECTED TRANSACTIONS**

In order to ensure that the pricing policies as contained in the Master Sale and Purchase Agreement I, the Master Sale and Purchase Agreement II and the Logistic Services Framework Agreement and the proposed annual caps under each of the aforesaid agreement are complied with, the Company has adopted the following internal control measures:

- (i) for the purchase of iron ore, steel products and nickel ore from the ZHY Group and the ZWY Group, the Group will make reference to different commonly recognised industrial websites for the iron ore, steel and nickel ore industries, and at its reasonable endeavours to obtain contemporaneous price quotation(s) from Independent Third Parties supplier(s) or trading house(s) supplier(s) for the same type of materials of similar quantities and quality, for the purpose of ensuring that the prices and terms for the iron ore, steel products and nickel ore to be offered by the ZHY Group and the ZWY Group to the Company will be based on prevailing market terms and no less favourable to the Company than those offered by other Independent Third Parties supplier(s) or trading house(s) to the Company;
- (ii) for the sale of iron ore, steel products and nickel ore by the Company, the Group will make reference to different commonly recognised industrial websites for the iron ore, steel and nickel ore industries, for the purpose of ensuring that the prices and terms for the said products will be comparable to, or no less favourable than the fair market prices and terms for the same type of materials of similar quantities and quality offered to Independent Third Parties purchasers by the Group;
- (iii) for the Processing Services, the Group will keep track of its transaction records on the provision of similar services to other Independent Third-Parties, to ensure that the prices and terms of the Processing Services will be comparable to, or no less favourable than the fair market prices and terms of similar services offered to other Independent Third Parties. Designated personnel of the Group will be responsible for updating and maintaining such transaction records; and
- (iv) for the Logistic Services, the Group will use its reasonable endeavours to obtain price quotation(s) from other Independent Third Parties service providers for comparable services, for the purpose of ensuring that the prices and terms for the said services to be offered by the ZWY Group to the Company will be based on prevailing market terms and no less favourable to the Company than those offered by other Independent Third Parties service providers.

The sales departments of the Group will regularly monitor and review the prices and terms under which the iron ore, steel products or nickel ore are offered to or purchased from the ZHY Group or the ZWY Group, and the Processing Services and Logistic Services are charged, in order to ensure that the transactions under the Master Sale and Purchase Agreement I, the Master Sale and Purchase Agreement II and the Logistic Services Framework Agreement are conducted on normal commercial terms, in accordance with the proposed annual caps set by the Company, and the terms are no less favourable to the Group than those available to or from Independent Third Parties.

The Company will assign the finance department to regularly monitor the transactions under the Master Sale and Purchase Agreement I, the Master Sale and Purchase Agreement II and the Logistic Services Framework Agreement and any irregularities in respect of the transactions under the said agreements will be reported to the senior management of the Group in a timely manner.

The Company's auditors will review the transactions under the Master Sale and Purchase Agreement I, the Master Sale and Purchase Agreement II and the Logistic Services Framework Agreement annually to check and confirm (among others) whether the pricing policies have been adhered to, whether the transactions were conducted in accordance with the said agreements and whether the relevant proposed annual caps have been exceeded.

The independent non-executive Directors will review the transactions under Master Sale and Purchase Agreement I, the Master Sale and Purchase Agreement II and the Logistic Services Framework Agreement annually to check and confirm whether such transactions have been conducted in the ordinary and usual course of business of the Company, on normal commercial terms, in accordance with the Master Sale and Purchase Agreement I, the Master Sale and Purchase Agreement II and the Logistic Services Framework Agreement governing them on terms that are fair and reasonable and in the interests of the Shareholders as a whole, and whether the internal control procedures put in place by the Company are adequate and effective to ensure that such transactions are conducted in accordance with the pricing policies set out in the said agreements.

## **G. GENERAL INFORMATION**

### **1. Principal Business Activities**

#### ***a) The Group***

The Group and its subsidiaries are principally engaged in (i) trading and processing of bulk commodities and related products in Hong Kong, Singapore and the PRC; and (ii) provision of securities and derivatives financial services, margin financing and fund management in Hong Kong and Singapore.

#### ***b) Mr. ZH You***

Mr. ZH You is the Controlling Shareholder and a connected person of the Company. He is the sole shareholder of PSU, a commodities trading company incorporated in Singapore.

#### ***c) Mr. ZW You***

Mr. ZW You is Mr. ZH You's brother and an associate of Mr. ZH You, and hence a connected person. He is the majority shareholder of RGL, a commodities trading company established in the PRC. RGL controls Wubo Technology, a company providing commodity logistics services in the PRC.

## **H. IMPLICATIONS UNDER THE LISTING RULES**

Mr. ZH You is the Controlling Shareholder, and hence a connected person of the Company. Mr. ZW You is the brother of Mr. ZH You, and an associate of Mr. ZH You. Mr. ZW You is hence a connected person of the Company. Therefore, the transactions under each of the Master Sale and Purchase Agreement I, the Master Sale and Purchase Agreement II and the Logistic Services Framework Agreement constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As one of the applicable percentage ratios (other than profit ratio) (within the meaning of Rule 14.07 of the Listing Rules) for the proposed annual caps under the Master Sale and Purchase Agreement I exceeds 0.1% but does not exceed 5%, the transactions contemplated under the Master Sale and Purchase Agreement I constitute continuing connected transactions of the Company and are therefore subject to the reporting, announcement and annual review requirements under chapter 14A of the Listing Rules.

As one of the applicable percentage ratios (other than profit ratio) (within the meaning of Rule 14.07 of the Listing Rules) for the proposed annual caps under the Master Sale and Purchase Agreement II exceeds 0.1% but does not exceed 5%, the transactions contemplated under the Master Sale and Purchase Agreement II constitute continuing connected transactions of the Company and are therefore subject to the reporting, announcement and annual review requirements under chapter 14A of the Listing Rules.

As one of the applicable percentage ratios (other than profit ratio) (within the meaning of Rule 14.07 of the Listing Rules) for the proposed annual caps under the Logistic Services Framework Agreement exceeds 0.1% but does not exceed 5%, the transactions contemplated under the Logistic Services Framework Agreement constitute continuing connected transactions of the Company and are therefore subject to the reporting, announcement and annual review requirements under chapter 14A of the Listing Rules.

No Director had a material interest in relation to the aforesaid matters and therefore none of them was required to abstain from voting on the relevant resolutions of the Board.

## **I. DEFINITIONS**

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

“associate”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Company”	Theme International Holdings Limited (Stock Code: 990), a company incorporated in the Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“connected person(s)”	has the same meaning as ascribed to it under the Listing Rules
“Controlling Shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Dapeng Mining”	大鵬礦業有限公司 (Dapeng Mining Co., Ltd.*), an indirect non-wholly owned subsidiary of the Company
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries

“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 Third Parties”	third party or parties whose ultimate beneficial owner(s) are independent of the Company and connected persons of the Company
“Jingdian Fujian”	競點（福建）國際貿易有限公司（Jing Dian Fujian International Co., Ltd*), an indirect wholly-owned subsidiary of the Company
“Jingdian Shanghai”	競點（上海）國際貿易有限公司（Jingdian (Shanghai) Trading Co., Ltd*), an indirect wholly-owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Logistic Services”	means the services of (i) transporting raw iron ore between ports, plants and customer’s places; (ii) transporting processed iron ore between ports, plants and customer’s places; (iii) transporting steel products between ports, plants and customer’s places; and (iv) settling iron ore import custom clearance and related port charges
“Logistic Services Framework Agreement”	the logistic services framework agreement dated 12 August 2021 and entered into between the Company and Mr. ZW You for the provision of Logistic Services to the Group
“Master Sale and Purchase Agreement I”	the master sale and purchase agreement dated 12 August 2021 entered into between the Company and Mr. ZH You for the sale and purchase of iron ore, steel products and nickel ore between the ZHY Group and the Group, in Singapore
“Master Sale and Purchase Agreement II”	the master sale and purchase agreement dated 12 August 2021 entered into between the Company and Mr. ZW You for the sale and purchase of iron ore, steel products and nickel ore between the ZWY Group and the Group, and the provision of the Processing Services by the Group to the ZWY Group, in the PRC

“Mr. ZH You”	Mr. You Zhenhua (游振華), being the controlling shareholder of the Company and a connected person
“Mr. ZW You”	Mr. You Zhenwu (游振武), being Mr. ZH You’s brother, an associate of Mr. ZH You and a connected person of the Company
“PRC”	the People’s Republic of China, which for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Processing Services”	means the processing of iron ore
“PSU”	Prosperity Steel United Singapore Pte Ltd, a company incorporated with limited liability in Singapore and is wholly-owned by Mr. ZH You. It is part of the ZHY Group. For further details, please refer to the section headed “G. General information — 1. Principal business activities — b) Mr. ZH You” in this announcement
“RGL”	瑞鋼聯集團有限公司 (RGL Group Co., Ltd.*), a company established in the PRC and is majority-owned by Mr. ZW You. It is part of the ZWY Group. For further details, please refer to the section headed “G. General information — 1. Principal business activities — c) Mr. ZW You” in this announcement
“RMB”	Renminbi, the lawful currency of the PRC
“SFC”	the Securities and Futures Commission of Hong Kong
“Shandong Xinshengda”	山東鑫盛達礦業有限公司 (Shandong Xinshengda Mining Co., Ltd.*), an indirect non-wholly owned subsidiary of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Shares”	shares of HK\$0.0025 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“US\$”	the lawful currency for the time being of the United States of America

“Wubo Technology”	物泊科技有限公司 (Wubo Technology Co., Ltd*), a company established in China, and is controlled by RGL
“ZHY Group”	Mr. ZH You and his associates from time to time
“ZWY Group”	Mr. ZW You and his associates from time to time
“%”	per cent

By Order of the Board  
**Theme International Holdings Limited**  
**Wu Lei**  
*Executive Director*

Hong Kong, 12 August 2021

*As at the date of this announcement, there are (i) three Executive Directors, namely Mr. Jiang Jiang, Mr. Wu Lei and Ms. Chen Jing; (ii) three Non-executive Directors, namely Mr. Ding Lin, Mr. Wang Zhenhui and Mr. Kang Jian; and (iii) three Independent Non-executive Directors, namely Mr. Liu Song, Mr. Chan Chi Ming, Tony and Mr. Wu Shiming.*

*For illustrative purposes, the exchange rates of HK\$1=RMB0.8325 and HK\$1=US\$0.1285 are adopted in this announcement.*

\* *For identification purposes only*