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國美金融科技有限公司
Gome Finance Technology Co., Ltd.

(Incorporated in Bermuda with limited liability)

(Stock Code: 628)

DISCLOSEABLE TRANSACTION

**ENTERING INTO A FRAMEWORK AGREEMENT
FOR THE PROVISION OF FACTORING LOANS**

On 31 October 2022, GOME Xinda (a wholly-owned subsidiary of the Company) and the Borrower entered into the Agreement, pursuant to which GOME Xinda may grant Factoring Loan(s) to the Borrower from time to time during the Term. The total amount of Borrower Outstanding Balances from time to time during the Term, including any outstanding amount brought forward, shall not exceed RMB130 million.

As the highest of the applicable percentage ratios pursuant to Rule 14.07 of the Listing Rules in respect of the transactions contemplated under the Agreement is more than 5% but less than 25%, the entering into of the Agreement and the provision of Factoring Loans thereunder constitutes a discloseable transaction of the Company which is subject to the reporting and announcement requirements but exempted from the shareholders' approval requirement under Chapter 14 of the Listing Rules.

THE AGREEMENT

Date

31 October 2022

Parties

- (i) GOME Xinda, as lender; and
- (ii) The Borrower, as borrower.

Subject Matter

Pursuant to the Agreement, GOME Xinda may grant Factoring Loan(s) to the Borrower from time to time during the Term, which is(are) conditional upon transfer of the Receivable(s) of the Borrower to GOME Xinda. The total amount of Borrower Outstanding Balances from time to time during the Term, including any outstanding amount brought forward, shall not exceed RMB130 million. The Borrower shall pay interest and/or other charges (if applicable) for the factoring services. If GOME Xinda does not receive due payment in respect of any Factoring Loan(s) on time, the Borrower shall remain liable to GOME Xinda to repay such Factoring Loan(s) and GOME Xinda shall have the right to require the Borrower to repurchase such Receivable(s) from GOME Xinda. Beijing Rongtong Wanjia Trade Co., Ltd.* (北京融通萬家商貿有限公司), the direct holding company of the Borrower, shall provide guarantee in respect of the Factoring Loan(s) and the Borrower's obligations under the Agreement.

For each Factoring Loan, GOME Xinda and the Borrower shall enter into an Individual Factoring Agreement, the terms and conditions of which shall be determined in accordance with the internal procedures of the Group and shall comply with the terms and principles of the Agreement. As the Individual Factoring Agreements are simply further elaborations on the Agreement, they do not constitute new categories of transactions as far as the Listing Rules are concerned.

The Factoring Loans will be funded by the internal resources and/or borrowings of the Group.

REASONS AND BENEFITS

The commercial factoring business is a principal business and a major income source of the Group. The Agreement is entered into by the Group in its ordinary course of business after arm's length negotiations between the Group and the Borrower to provide a framework to regulate the provision of commercial factoring loans by the Group to the Borrower and to develop long term business relationship with the Borrower, which can further develop the commercial factoring business of the Group. The Company believes that the revenue generated from the provision of commercial factoring loans to the Borrower can generate interest income for the Group.

The Directors (including the independent non-executive Directors) consider that the Agreement is entered into by the Group in its ordinary course of business and the terms of the Agreement are normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As the highest of the applicable percentage ratios pursuant to Rule 14.07 of the Listing Rules in respect of the transactions contemplated under the Agreement is more than 5% but less than 25%, the entering into of the Agreement and the provision of Factoring Loans thereunder constitutes a discloseable transaction of the Company which is subject to the reporting and announcement requirements but exempted from the shareholders' approval requirement under Chapter 14 of the Listing Rules.

INFORMATION ON THE PARTIES INVOLVED

The Group is principally engaged in the provision of financial services, including the provision of commercial factoring and other financial services in the PRC.

GOME Xinda is a company established in the PRC with limited liability and a wholly-owned subsidiary of the Company. It is principally engaged in the commercial factoring business in the PRC.

The Borrower is a company established in the PRC with limited liability. To the best of the Director's knowledge, information and belief having made all reasonable enquiries, (i) the Borrower is principally engaged in the wholesale and trading of goods in the PRC; (ii) the ultimate beneficial owners of the Borrower are Sun Ruili* (孫蕊莉) and Sun Qiuming* (孫秋明); and (iii) each of the Borrower and its ultimate beneficial owners is an Independent Third Party.

DEFINITIONS

Unless the context otherwise requires, capitalised terms used in this announcement shall have the following meanings:

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| “Agreement” | the framework cooperation agreement dated 31 October 2022 between GOME Xinda and the Borrower in relation to the framework for the provision of the Factoring Loans subject to the transfer of the Receivables |
| “associate(s)” | has the meaning ascribed to it under the Listing Rules |
| “Board” | the board of Directors |
| “Borrower” | Ningbo Rongtong Wanjia International Trade Co., Ltd.* (寧波融通萬家國際貿易有限公司), a company established in the PRC with limited liability and an Independent Third Party |

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| “Borrower Outstanding Balances” | the sum of (i) the total outstanding principal amount of Factoring Loan(s) from time to time, and (ii) the total amount of trade receivables of other third-party borrower(s) due from the Borrower that are pledged or sold to GOME Xinda under the factoring loan(s) granted or to be granted by GOME Xinda to such other third party borrower(s) and outstanding from time to time |
| “Company” | Gome Finance Technology Co., Ltd., a company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange (stock code: 628) |
| “connected person(s)” | has the meaning ascribed to it under the Listing Rules |
| “Director(s)” | the director(s) of the Company |
| “Factoring Loan(s)” | commercial factoring loan(s) to be advanced by GOME Xinda to the Borrower pursuant to the terms and conditions of the Individual Factoring Agreement(s) |
| “GOME Xinda” | Gome Xinda Commercial Factoring Co., Ltd.* (國美信達商業保理有限公司), a company established in the PRC with limited liability and a wholly-owned subsidiary of the Company |
| “Group” | the Company and its subsidiaries |
| “Hong Kong” | the Hong Kong Special Administrative Region of the People’s Republic China |
| “Independent Third Party(ies)” | third party(ies) which is(are) independent of the Company and its connected persons |
| “Individual Factoring Agreement(s)” | the separate factoring agreement(s) to be entered into between GOME Xinda and the Borrower in relation to the provision of Factoring Loan(s) from time to time within the framework of the Agreement |
| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange |

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| “PRC” | the People’s Republic of China which, for the purpose of this announcement only, excludes Hong Kong, the Macau Special Administrative Region and Taiwan |
| “Receivables” | the trade receivables of the Borrower |
| “RMB” | Renminbi, the lawful currency of the PRC |
| “Shareholder(s)” | the shareholder(s) of the Company |
| “Term” | a period commencing from the date of the Agreement up to the third anniversary of the date of disbursement of funds by GOME Xinda under the first Factoring Loan granted under the Agreement |
| “%” | per cent. |

* *for identification purpose only*

By order of the Board
Gome Finance Technology Co., Ltd.
Zhou Yafei
Executive Director

Hong Kong, 31 October 2022

As at the date of this announcement, the Company’s executive Director is Mr. Zhou Yafei; the non-executive Director is Ms. Wei Qiuli; and the independent non-executive Directors are Mr. Lee Puay Khng, Mr. Li Liangwen, Mr. Hung Ka Hai Clement, and Ms. Wang Wanjun.