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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 OF A NEW FRAMEWORK AGREEMENT WITH HAINAN ZUNTAI INTERNATIONAL TRADE CO., LTD. FOR THE PROVISION OF FACTORING LOANS**

Reference is made to the announcement of the Company dated 5 December 2022 in relation to the provision of factoring loans under the Previous Agreement.

For the purpose of meeting the business needs of the Group by increasing the maximum amount of Factoring Loans which may be provided by GOME Xinda to the Borrower, on 13 November 2023, GOME Xinda and the Borrower entered into the New Agreement, pursuant to which GOME Xinda may provide Factoring Loans to the Borrower from time to time during the period of three years from the date of the New Agreement, subject to the total amount of the Outstanding Balance from time to time not exceeding RMB125 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 New Agreement is more than 5% but less than 25%, the entering into of the New Agreement and the provision of Factoring Loans thereunder constitutes a discloseable transaction of the Company which is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

## **THE NEW AGREEMENT**

Reference is made to the announcement of the Company dated 5 December 2022 in relation to the provision of factoring loans under the Previous Agreement.

### **Date**

13 November 2023

### **Parties**

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

### **Subject Matter**

Pursuant to the New Agreement, GOME Xinda may provide Factoring Loans to the Borrower from time to time during the period of three years from the date of the New Agreement, which will be conditional upon the transfer of certain Receivables of the Borrower to GOME Xinda. The total amount of the Outstanding Balances from time to time shall not exceed RMB125 million, which was determined based on arm's length negotiations between GOME Xinda and the Borrower taking into account the business relationship between the parties and the credit history of the Borrower. The Borrower shall pay interest and/or other charges (if applicable) to GOME Xinda for the factoring services. If GOME Xinda does not receive due payment in respect of any Factoring Loan when due, GOME Xinda shall have the right to require the Borrower to repurchase the relevant Receivables from GOME Xinda.

For the provision of each Factoring Loan, GOME Xinda and the Borrower will enter into an Individual Factoring Agreement, the terms and conditions of which will be determined in accordance with the internal procedures of the Group and will comply with the terms and principles of the New Agreement.

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

## **REASONS AND BENEFITS**

Commercial factoring business is a principal business and a major income source of the Group. The New 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 (i) establish 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; and (ii) to meet the business needs of the Group by increasing the maximum amount of Factoring Loans which may be provided by GOME Xinda to the Borrower. The Company believes that the revenue generated from the provision of commercial factoring loans to the Borrower can generate interest income for the Group.

Taking into account the business relationship between the Group and the Borrower and the credit history of the Borrower, the Directors consider that the entering into of the New Agreement to replace the Previous Agreement and increase the maximum amount of Factoring Loans which may be provided by GOME Xinda to the Borrower is in the interest of the Company and the Shareholders as a whole.

The Directors consider that the New Agreement is entered into by the Group in its ordinary course of business and the terms of the New 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 New Agreement is more than 5% but less than 25%, the entering into of the New Agreement and the provision of Factoring Loans thereunder constitutes a discloseable transaction of the Company which is subject to the reporting and announcement requirements 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 Directors' 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 Sunguanhua\* (孫冠華) and Sangping\* (桑萍); 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:

“Board”	the board of Directors
“Borrower”	Hainan Zuntai International Trade Co., Ltd.* (海南尊泰國際貿易有限公司), a company established in the PRC with limited liability and an Independent Third Party
“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)
“Director(s)”	the director(s) of the Company

“Factoring Loan(s)”	commercial factoring loan(s) to be provided 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 (as defined under the Listing Rules)
“Individual Factoring Agreement(s)”	the individual 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 New Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“New Agreement”	the framework cooperation agreement dated 13 November 2023 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, and to replace the Previous Agreement
“Outstanding Balances”	the sum of (i) the total outstanding principal amount of Factoring Loan(s) from time to time (including the outstanding amount of factoring loan(s) provided by GOME Xinda to the Borrower prior to the date of the New Agreement carried forward), 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) provided or to be provided by GOME Xinda to such other third party borrower(s) and outstanding from time to time (including such amount pledged or sold before the date of the New Agreement carried forward)
“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

“Previous Agreement”	the framework cooperation agreement dated 5 December 2022 between GOME Xinda and the Borrower, details of which are set out in the announcement of the Company dated 5 December 2022
“Receivables”	the trade receivables of the Borrower
“RMB”	Renminbi, the lawful currency of the PRC
“Shareholder(s)”	the shareholder(s) of the Company
“%”	per cent.

\* *for identification purpose only*

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

Hong Kong, 13 November 2023

*As at the date hereof, the executive Director is Mr. Zhou Yafei; and the independent non-executive Directors are Mr. Lee Puay Khng, Mr. Li Liangwen, Mr. Hung Ka Hai Clement and Ms. Wang Wanjun.*