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LAUNCH OF CONSENT SOLICITATION

in relation to

any and all outstanding
U.S.$350,000,000 5.30 PER CENT. GUARANTEED BONDS DUE 2027
(ISIN: XS2853313315; Common Code: 285331331)
(Stock Code: 5145)
(the "Bonds")

issued by

DONGXING VOYAGE COMPANY LIMITED
(東興啟航有限公司)
(incorporated in the British Virgin Islands with limited liability)
(the "**Issuer**")

and unconditionally and irrevocably guaranteed by

Dongxing Securities Co., Ltd.
(東興證券股份有限公司)
(incorporated in the People's Republic of China with limited liability)
(the "**Guarantor**")

The sole director of the Issuer hereby announces that the Issuer has invited all holders of the Bonds to approve (the "**Consent Solicitation**"), among other things, certain proposed modifications and waivers relating to the terms and conditions of the Bonds (the "**Conditions**") and the Transaction Documents in relation to the Bonds (the "**Proposal**"), each as further described in the Notice of Meeting (as defined below) and the Consent Solicitation Memorandum published by the Issuer on 7 August 2026 (the "**Memorandum**"). The Issuer has given the Bondholders a notice of meeting dated 7 August 2026 (the "**Notice of Meeting**") in connection with the solicitation of consents by the Extraordinary Resolution for approval of the Proposal on the terms and subject to the conditions set out in the Memorandum. The Meeting will be held at the offices of Deacons at 5th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong at 11:00 a.m. (Hong Kong time) on 31 August 2026. The Notice of Meeting and the Memorandum are available on the Consent Solicitation Website, subject to eligibility confirmation and registration.

This announcement does not contain the full terms and conditions of the Consent Solicitation, which are contained in the Memorandum. This announcement must be read in conjunction with the Memorandum. The Memorandum contains important information that should be read carefully before any decision is taken with respect to the Consent Solicitation. If any holder of the Bonds is in any doubt as to the action it should take or is unsure of the impact of the Consent Solicitation, it is recommended to seek its own financial and legal advice, including as to any tax consequences, from its broker, bank manager, solicitor, accountant or other independent financial, tax or legal adviser. Any individual or company whose Bonds are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary must contact such entity if it wishes to participate in the Consent Solicitation. None of the Issuer, the Guarantor, CICCIL (as defined below), the Dealer Managers, Kroll Issuer Services Limited (the "Information and Tabulation Agent"), the Trustee, the Agents or any of their respective directors, officers, employees, agents, advisers, attorneys, representatives or affiliates or any person who controls any of them is providing Bondholders with any legal, business, tax or other advice in the Memorandum. Bondholders should consult with their own advisers as needed to assist them in making an investment decision and to advise them as to whether they are legally permitted to participate in the Consent Solicitation.

BACKGROUND

CICC, the Guarantor and Cinda Securities entered into the Cooperation Agreement on 19 November 2025 in relation to the Proposed Mergers. Further to the Cooperation Agreement, on 17 December 2025, CICC, the Guarantor and Cinda Securities entered into the Merger Agreement with respect to the Proposed Mergers which sets forth detailed terms and conditions for implementing the Proposed Mergers. Under the principle of "complementary strength and collaborative success", CICC, the Guarantor and Cinda Securities are proposing to merge by way of merger by absorption and a share-for-share exchange.

From the Merger Closing Date onwards, the Post-Merger Company will assume and succeed all assets, liabilities, businesses, employees, contracts, qualifications and all other rights and obligations of each of the Guarantor and Cinda Securities, and each of the Guarantor and Cinda Securities will be eventually deregistered. However, the Guarantor will only be deregistered after the maturity date of the Bonds.

The Issuer is therefore soliciting consents from the Bondholders to pass the Extraordinary Resolution at the Meeting to approve the Proposal.

PRINCIPAL TERMS OF THE PROPOSAL

The principal terms of the Proposal include approving:

(i) modifications to the Conditions, the Trust Deed and the other Transaction Documents, providing for:

(a) the addition of China International Capital Corporation (International) Limited (中國國際金融(國際)有限公司) ("**CICCIL**") as an additional guarantor of the Bonds on a joint and several basis with the Guarantor and any consequential changes to the Conditions and the Transaction Documents as a result;

(b) the replacement of the definition of "Audited Financial Reports" in the Conditions and the Trust Deed with the following:

""**Audited Financial Reports**" means annual audited consolidated balance sheet, income statement, cash flow statement and statement of changes in shareholders' equity of CICCIL, together with any statements, reports (including any directors' and auditors' reports) and notes attached to or intended to be read with any of them;"

and any consequential changes to the Conditions and the Transaction Documents as a result;

(c) the replacement of the definition of "Unaudited Financial Reports" in the Conditions and the Trust Deed with the following:

"**Unaudited Financial Reports**" means semi-annual unaudited consolidated balance sheet and income statement of CICCIL."

and any consequential changes to the Conditions and the Transaction Documents as a result;

(d) the replacement of the definition of "Relevant Indebtedness" in the Conditions with the following:

""**Relevant Indebtedness**" of any Person means any present or future indebtedness issued outside the PRC that is in the form of, or represented or evidenced by any bonds, notes, debentures, debenture stocks, loan stock certificates or other securities, which are, or are intended to be, quoted, listed or dealt in or traded on any stock exchange or over-the-counter market or other securities market (which, for the avoidance of doubt, does not include bi-lateral loans, syndicated loans or club loans) and shall not include any structured product which is issued in the ordinary course of business and is not issued for capital raising purposes;"

and any consequential changes to the Conditions and the Transaction Documents as a result;

(e) the replacement of the definition of "Change of Control" in Condition 6(c) of the Conditions with the following:

"a "**Change of Control**" occurs when:

(i) Central Huijin Investment Ltd. directly or indirectly ceases to be the largest shareholder of China International Capital Corporation Limited; or

(ii) China International Capital Corporation Limited ceases to directly or indirectly hold or own 100 per cent. of the issued share capital of CICCIL."

and any consequential changes to the Conditions and the Transaction Documents as a result; and

(f) the deletion of Condition 9(f) of the Conditions in its entirety and any consequential changes to the Conditions and the Transaction Documents as a result,

with such modifications to be implemented by way of execution of the Amended and Restated Transaction Documents by the respective parties; and

(ii) the irrevocable waivers of any default, event of default or potential event of default under, any breach or potential breach or alleged breach of, and any right to exercise or enforce any put option under, any of the Bonds, the Conditions or the Transaction Documents that may have occurred, may be continuing or may occur or arise at any time before or after the Meeting, in each case in connection with or resulting directly or indirectly from the Proposed Mergers or any subsequent restructuring or asset disposal to be carried out by the Post-Merger Company and/or its subsidiaries, whether or not specifically described in the Memorandum or the Notice of Meeting.

NOTICE OF MEETING

The Notice of Meeting is delivered to Clearing Systems through the Information and Tabulation Agent for communication to Direct Participants and made available on the Consent Solicitation Website, subject to eligibility confirmation and registration.

VOTING

All Bondholders can vote at the Meeting by delivering an Electronic Voting Instruction, appointing a proxy or making other arrangements to attend and vote at the Meeting before the Consent Voting Deadline by following the procedures outlined in the Notice of Meeting. Separate voting instructions must be submitted on behalf of any Bondholder wishing to attend the Meeting in person or appoint a proxy other than the Information and Tabulation Agent to do so and such instructions should include the name, email address and passport or other ID number of each person attending the Meeting. Such attendee will be required to produce their identity document as evidence of his or her identity at the Meeting. Upon submission of an Instruction, the relevant Bonds will be blocked in the relevant account at the relevant Clearing System. Accordingly, any Bonds that are blocked in the relevant Clearing System as a result of the submission of an Instruction will remain blocked for the Meeting and for any adjourned Meeting.

However, if the Meeting is adjourned, the Issuer may choose, in its sole and absolute discretion, to amend the Consent Solicitation (other than the terms of the Extraordinary Resolution) in any respect (including, but not limited to, any amendment to the Consent Voting Deadline or the Amendment Effective Date) and in each case without limiting the Issuer’s right to otherwise extend, re-open or terminate the Consent Solicitation and to waive any or all of the conditions of the Consent Solicitation as set out in the Memorandum. See “*Amendment and Termination*” in the Memorandum.

No consent fee or participation fee will be payable in connection with the Consent Solicitation.

Instructions Irrevocable

Instructions submitted will be irrevocable from the time submitted, except in the limited circumstances described in “*Amendment and Termination - Revocation Rights*” in the Memorandum.

QUORUM AND PASSING OF THE EXTRAORDINARY RESOLUTION

The quorum required for the Extraordinary Resolution to be considered at the Meeting is one or more Bondholders or agents or the holder of the Global Certificate present in person representing not less than 66 per cent. in aggregate principal amount of the Bonds for the time being outstanding, or at any adjourned Meeting, one or more Bondholders or agents or the holder of the Global Certificate present in person representing not less than 33 per cent. in aggregate principal amount of the Bonds for the time being outstanding.

To be passed at the Meeting, the Extraordinary Resolution requires a majority of at least 75 per cent. of the votes cast in favour of the Extraordinary Resolution. If the Extraordinary Resolution is passed and implemented as a result of the Eligibility Condition and the Implementation Conditions being satisfied, upon execution of the Amended and Restated Transaction Documents on the Amendment Effective Date, the modifications and waivers contemplated by the Extraordinary Resolution shall be binding on all Bondholders, whether or not they voted in favour of the Extraordinary Resolution and whether or not they were present or represented or voted at the Meeting at which it is passed.

For the Eligibility Condition to be satisfied, (i) the quorum required for the Extraordinary Resolution to be considered at the Meeting, being one or more Bondholders or agents or the holder of the Global Certificate present in person representing not less than 66 per cent. in aggregate principal amount of the Bonds for the time being outstanding, or at any adjourned Meeting, being one or more Bondholders or agents or the holder of the Global Certificate present in person representing not less than 33 per cent. in aggregate principal amount of the Bonds for the time being outstanding, must be satisfied by Eligible Bondholders and (ii) the Extraordinary Resolution must be passed by a majority of at least 75 per cent. of the votes cast in favour of the Extraordinary Resolution by Eligible Bondholders, irrespective of any participation at the Meeting by Ineligible Bondholders.

If the Extraordinary Resolution is passed but the Eligibility Condition is not satisfied, it is a term of the Extraordinary Resolution that the Meeting shall be adjourned on the same basis as for a Meeting where the necessary quorum is not obtained. In such event, the Extraordinary Resolution shall be proposed again to Bondholders at the adjourned Meeting for the purposes of determining whether it could be passed irrespective of participation by Ineligible Bondholders at the adjourned Meeting and, if so, the Eligibility Condition will be satisfied on such subsequent passing of the Extraordinary Resolution. In the event that the Extraordinary Resolution is passed but the Eligibility Condition is not also satisfied (or waived) at the adjourned Meeting, the Extraordinary Resolution will not be implemented.

Bondholders should read carefully the form of the Extraordinary Resolution to be considered at the

Meeting. Further information about the procedure for voting and the quorum requirements is set out in the "*Form of Notice of the Meeting of Bondholders*" contained in Annex A to the Memorandum.

Adjourned Meeting

If the Meeting is not quorate on the date stated in "*Indicative Timetable*" below, the Meeting shall be adjourned until such date, not less than 14 nor more than 42 days later, and time and place as the chairman of the Meeting may decide.

At any Meeting previously adjourned through want of a quorum, one or more Bondholders or agents or the holder of the Global Certificate present in person representing not less than 33 per cent. in aggregate principal amount of the Bonds for the time being outstanding will form a quorum.

Instructions which are validly submitted in accordance with the procedures set out in the Memorandum, and which have not been subsequently revoked (in the limited circumstances in which such revocation is permitted), shall remain valid for any such adjourned Meeting.

At least ten days' notice of a Meeting adjourned through want of a quorum shall be given by the Issuer in the same manner as for an original Meeting and that notice shall state the quorum required at the adjourned meeting, in each case in accordance with the Conditions and the provisions for meetings of Bondholders set out in Trust Deed.

IMPLEMENTATION OF THE EXTRAORDINARY RESOLUTION

The Extraordinary Resolution will only be implemented if the Extraordinary Resolution is passed and the Eligibility Condition and the Implementation Conditions are satisfied. If the Extraordinary Resolution is implemented, upon execution of the Amended and Restated Transaction Documents on the Amendment Effective Date, the modifications and waivers contemplated by the Extraordinary Resolution shall be binding on all Bondholders, whether or not they voted in favour of the Extraordinary Resolution and whether or not they were present or represented or voted at the Meeting at which it is passed.

AMENDED AND RESTATED TRANSACTION DOCUMENTS

Provided that the Extraordinary Resolution is passed, and the Eligibility Condition and the Implementation Conditions are satisfied, the Extraordinary Resolution will be implemented and the Amended and Restated Transaction Documents will be entered into by the respective parties on the Amendment Effective Date. Upon execution, the Amended and Restated Transaction Documents will supersede and replace the relevant Transaction Documents with effect from the Amendment Effective Date. Accordingly, all Bondholders will, from the Amendment Effective Date, hold their Bonds subject to the Amended and Restated Transaction Documents, as may be further amended, restated, superseded and/or replaced from time to time.

The forms of the Amended and Restated Transaction Documents are available for inspection on the Consent Solicitation Website, subject to eligibility confirmation and registration.

INDICATIVE TIMETABLE

Below is an indicative timetable showing one possible outcome for the timing of the Consent Solicitation based on the dates in the Memorandum and assuming that the Meeting is not adjourned.

The timetable is subject to change and dates and times may be extended or amended by the Issuer in accordance with the terms of the Consent Solicitation as described in the Memorandum. Accordingly, the actual timetable may differ significantly from the timetable below.

Date and Time	**Event(s)**
7 August 2026.	Commencement of the Consent Solicitation. The Consent Solicitation is announced by way of an announcement to the Bondholders via (i) the website of the Hong Kong Stock Exchange, (ii) the Clearing Systems through the Information and Tabulation Agent for communication to Direct Participants and (iii) the Consent Solicitation Website. The Notice of Meeting is delivered to Clearing Systems through the Information and Tabulation Agent for communication to Direct Participants and made available on the Consent Solicitation Website. The Memorandum is available from the Information and Tabulation Agent, and documents referred to in the Notice of Meeting are available on the Consent Solicitation Website, subject to eligibility confirmation and registration.
11:00 p.m. (Hong Kong time) on 26 August 2026.	**Consent Voting Deadline** Deadline for receipt by the Information and Tabulation Agent of valid Instructions from Bondholders. See "*The Consent Solicitation*" in the Memorandum.
Beginning from 11:00 a.m. (Hong Kong time) on 31 August 2026.	The Meeting is held at the offices of Deacons at 5th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong.
31 August 2026 or as soon as reasonably practicable after the conclusion of the Meeting.	The results of the Meeting are announced by way of an announcement to the Bondholders via (i) the website of the Hong Kong Stock Exchange, (ii) the Clearing Systems through the Information and Tabulation Agent for communication to Direct Participants and (iii) the Consent Solicitation Website. If the Extraordinary Resolution is passed, and the Eligibility Condition and the Implementation Conditions are satisfied, the Extraordinary Resolution will be implemented.
As soon as reasonably practicable after the Satisfaction Date.	The Satisfaction Date and the Amendment Effective Date (which will be determined by the Issuer in its sole and absolute discretion) are announced by way of an announcement to the Bondholders via (i) the website of the Hong Kong Stock Exchange, (ii) the Clearing Systems through the Information and Tabulation Agent for communication to Direct Participants

	and (iii) the Consent Solicitation Website.
Amendment Effective Date.	The Amended and Restated Transaction Documents will be entered into by the respective parties.

If the Meeting is not quorate on the date stated above, the Meeting shall be adjourned until such date, not less than 14 nor more than 42 days later, and time and place as the chairman of the Meeting may decide. At least ten days' notice of a Meeting adjourned through want of a quorum shall be given by the Issuer in the same manner as for an original Meeting and that notice shall state the quorum required at the adjourned Meeting, in each case in accordance with the Conditions and the provisions for meetings of Bondholders set out in the Trust Deed.

Unless stated otherwise, announcements in connection with the Consent Solicitation will be made by delivery of notices to the Bondholders via (i) the website of the Hong Kong Stock Exchange, (ii) the Clearing Systems through the Information and Tabulation Agent for communication to Direct Participants and (iii) the Consent Solicitation Website. Copies of all such announcements, notices, press releases and notices can also be obtained from the Information and Tabulation Agent, the contact details of whom are set out below. Significant delays may be experienced where notices are delivered via the Clearing Systems and Bondholders are urged to contact the Information and Tabulation Agent for the relevant announcements relating to the Consent Solicitation.

Only Direct Participants may submit instructions to the Clearing Systems. Bondholders who are not a Direct Participant are advised to check with any broker, dealer, bank, custodian, trust company or other intermediary through which they hold Bonds when such intermediary would require to receive instructions from a Bondholder in order for that Bondholder to be able to participate in, or (in the limited circumstances in which revocation is permitted) revoke their instruction to participate in, the Consent Solicitation before the deadline specified above. The deadlines set by any such intermediary and each Clearing System for the submission of any Instructions will be earlier than the relevant deadline specified above.

GENERAL

This announcement does not constitute an offer or an invitation to participate in the Consent Solicitation in or from any jurisdiction in or from which, or to or from any person to or from whom, it is unlawful to make such offer, invitation or for there to be such participation under applicable securities laws or otherwise. The distribution of this announcement in certain jurisdictions may be restricted by law. Persons into whose possession this announcement comes are required by the Issuer, the Guarantor, the Dealer Managers, the Trustee, the Agents and the Information and Tabulation Agent to inform themselves about, and to observe, any such restrictions.

Each Bondholder is solely responsible for making its own independent appraisal of all matters as such Bondholder deems appropriate (including those relating to the Consent Solicitation, the Issuer, the Guarantor and CICCIL) and each Bondholder must make its own decision as to whether to vote in favour of, abstain from voting on or vote against the Extraordinary Resolution.

None of the Issuer, the Guarantor, CICCIL, the Dealer Managers, the Information and Tabulation Agent, the Trustee, the Agents or any of their respective directors, officers, employees, agents, advisers, attorneys, representatives or affiliates or any person who controls any of them expresses any opinion on the merits of, or makes any representation or recommendation whatsoever regarding, the Consent Solicitation or the Memorandum, or makes any recommendation to any Bondholder as to whether to vote in favour of, abstain from voting on or vote against the Extraordinary Resolution, and none of them has authorised any person to make any such recommendation.

Bondholders should consult their own tax, accounting, financial and legal advisers regarding the consequences (tax, accounting or otherwise) of participating in the Consent Solicitation.

None of the Dealer Managers, the Information and Tabulation Agent, the Issuer, the Guarantor, CICCIL, the Trustee, the Agents or any of their respective directors, officers, employees, agents, advisers, attorneys, representatives or affiliates or any person who controls any of them is acting for any Bondholder, or will be responsible to any Bondholder for providing any protections which would be afforded to its clients or for providing advice in relation to the Consent Solicitation, and accordingly none of the Dealer Managers, the Information and Tabulation Agent, the Issuer, the Guarantor, CICCIL, the Trustee, the Agents or any of their respective directors, officers, employees, agents, advisers, attorneys, representatives or affiliates or any person who controls any of them makes any recommendation as to whether Bondholders should participate in the Consent Solicitation.

None of the Issuer, the Guarantor, CICCIL, the Dealer Managers, the Information and Tabulation Agent, the Trustee, the Agents or any of their respective directors, officers, employees, agents, advisers, attorneys, representatives or affiliates or any person who controls any of them makes any representation or recommendation whatsoever regarding the Consent Solicitation or any recommendation as to whether Bondholders should vote in favour of, abstain from voting on or vote against the Extraordinary Resolution.

None of the Dealer Managers, the Information and Tabulation Agent, the Trustee, the Agents or any of their respective directors, officers, employees, agents, advisers, attorneys, representatives or affiliates or any person who controls any of them has authorised the whole or any part of the Memorandum and none of them expresses any opinion on the merits of, or makes any representation or recommendation whatsoever regarding, the Consent Solicitation or the Memorandum or makes any recommendation as to whether Bondholders should participate in the Consent Solicitation. None of the Dealer Managers, the Information and Tabulation Agent, the Trustee, the Agents or any of their respective directors, officers, employees, agents, advisers, attorneys, representatives or affiliates or any person who controls any of them assumes any responsibility for the accuracy, sufficiency or completeness of, any of the information concerning the Consent Solicitation, the Issuer, the Guarantor, CICCIL or any of their respective affiliates or the factual statements contained in the Memorandum or any other documents referred to in the Memorandum, for any failure by the Issuer or the Guarantor to disclose events that may have occurred and may affect the significance or accuracy of such information or the terms of any amendment (if any) to the Consent Solicitation, or for any acts or omissions of the Issuer, the Guarantor or any third party in connection with the Consent Solicitation.

FURTHER DETAILS

The terms of the Consent Solicitation are more fully described in the Memorandum. For additional information regarding the conditions of the Consent Solicitation, please refer to the Memorandum.

The Issuer has retained China International Capital Corporation Hong Kong Securities Limited and Dongxing Securities (Hong Kong) Company Limited to act as Dealer Managers and Kroll Issuer Services Limited to act as Information and Tabulation Agent for the Consent Solicitation.

Any questions regarding the terms of the Consent Solicitation may be directed to the Dealer Managers at the details set forth below:

DEALER MANAGERS

China International Capital Corporation Hong Kong Securities Limited
29th Floor, One International Finance Centre
1 Harbour View Street
Central, Hong Kong

Attention: IBD Fixed-Income Team HK
Fax: +852 2872 2100
Email: IB_Project_DX@cicc.com.cn

Dongxing Securities (Hong Kong) Company Limited
7503-7505, 75/F, International Commerce Centre
1 Austin Road West
Kowloon, Hong Kong

Attention: Corporate Finance Department
Fax: +852 2655 5001
Email: corporatefinance@dxzq.com.hk

Any questions regarding procedures for participating in the Consent Solicitation or requests for additional copies of the Memorandum may be directed to the Information and Tabulation Agent at the details set forth below:

INFORMATION AND TABULATION AGENT

Kroll Issuer Services Limited

In Hong Kong

3/F, Three Pacific Place
1 Queen’s Road East
Admiralty
Hong Kong

In London

The Shard
32 London Bridge Street
London SE1 9SG
United Kingdom

Attention: Kevin Wong / Alison Lee
Telephone: +852 2281 0114
Email: dongxing@is.kroll.com
Consent Solicitation Website: https://deals.is.kroll.com/dongxing

You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Consent Solicitation.

DEFINITIONS

Unless the context otherwise requires, the following expressions have the following meanings in this announcement:

Agency Agreement	The agency agreement relating to the Bonds dated 1 August 2024 (as amended, restated, varied, supplemented and/or novated from time to time)

	entered into by the Issuer, the Guarantor, the Trustee and the Agents.
Agents	China CITIC Bank International Limited as the principal paying agent, the transfer agent and the registrar of the Bonds.
Amended and Restated Agency Agreement	The amended and restated agency agreement relating to the Bonds to be entered into by the Issuer, the Guarantor, CICCIL, the Trustee and the Agents on the Amendment Effective Date if the Extraordinary Resolution is passed and implemented, which will supersede and replace the Agency Agreement with effect from the Amendment Effective Date.
Amended and Restated Deed of Guarantee	The amended and restated deed of guarantee in respect of the Bonds to be entered into by the Guarantor, CICCIL and the Trustee on the Amendment Effective Date if the Extraordinary Resolution is passed and implemented, which will supersede and replace the Deed of Guarantee with effect from the Amendment Effective Date.
Amended and Restated Transaction Documents	The Amended and Restated Trust Deed, the Amended and Restated Agency Agreement, the Amended and Restated Deed of Guarantee and the New Global Certificate.
Amended and Restated Trust Deed	The amended and restated trust deed relating to the Bonds to be entered into by the Issuer, the Guarantor, CICCIL and the Trustee on the Amendment Effective Date if the Extraordinary Resolution is passed and implemented, which will supersede and replace the Trust Deed with effect from the Amendment Effective Date.
Amendment Effective Date	The date on which the Amended and Restated Transaction Documents will be entered into by the respective parties, being a date falling on or after the Satisfaction Date, as determined by the Issuer in its sole and absolute discretion, and announced by the Issuer as soon as reasonably practicable after the Satisfaction Date.
Approval Condition	The grant of the guarantee by CICCIL in respect of the Bonds having been approved by its board of directors and CICC.
Bondholder or **holder of the**	Includes (i) each person who is shown in the records of Euroclear and Clearstream as a holder of the Bonds or

Bonds	(ii) each beneficial owner of the Bonds holding the Bonds, directly or indirectly, through a broker, dealer, bank, custodian, trust company or other intermediary who in turn holds the Bonds through a Direct Participant.
CICC	China International Capital Corporation Limited (中國國際金融股份有限公司), a joint stock company incorporated in the PRC with limited liability, whose H shares and A shares are listed and traded on the Main Board of the Hong Kong Stock Exchange (stock code: 3908.HK) and the Shanghai Stock Exchange (stock code: 601995.SH), respectively.
Cinda Securities	Cinda Securities Co., Ltd.* (信達證券股份有限公司), a joint stock company incorporated in the PRC with limited liability, whose A shares are listed and traded on the Shanghai Stock Exchange (stock code: 601059.SH).
Circular	The circular published by CICC dated 18 May 2026 relating to the Proposed Mergers via the website of the Hong Kong Stock Exchange.
Clearing Systems	Clearstream and Euroclear, and each a "**Clearing System**".
Clearstream	Clearstream Banking S.A.
Consent Solicitation Website	https://deals.is.kroll.com/dongxing, operated by the Information and Tabulation Agent for the purpose of the Consent Solicitation.
Consent Voting Deadline	11:00 p.m. (Hong Kong time) on 26 August 2026, being the deadline for receipt by the Information and Tabulation Agent of valid Instructions from Bondholders.
Cooperation Agreement	The cooperation agreement entered into amongst CICC, the Guarantor and Cinda Securities in relation to the Proposed Mergers on 19 November 2025.
Deed of Guarantee	The deed of guarantee in respect of the Bonds dated 1 August 2024 (as amended, restated, varied, supplemented and/or novated from time to time) executed by the Guarantor and the Trustee.
Direct Participant	Each person who is shown in the records of Euroclear or Clearstream as a holder of the Bonds.

Electronic Voting Instruction	An electronic voting and blocking instruction in the form specified by the applicable Clearing System for submission by Direct Participants to the Information and Tabulation Agent via the relevant Clearing System and in accordance with the requirements of such Clearing System in order for Bondholders to be able to participate in the Consent Solicitation and to vote in relation to the Extraordinary Resolution proposed at the Meeting in a particular way.
Eligibility Condition	The quorum required for, and the requisite majority of votes cast at, the Meeting are satisfied by Eligible Bondholders only, irrespective of any participation at the Meeting by Ineligible Bondholders.
Eligible Bondholder	A Bondholder that is not a U.S. person, is located and resident outside the United States and is participating in the Consent Solicitation from outside the United States.
Euroclear	Euroclear Bank SA/NV.
Extraordinary Resolution	The Extraordinary Resolution to be put to Bondholders and proposed and considered at the Meeting if the necessary quorum is present, as set out in the Notice of Meeting. The Extraordinary Resolution must be passed by a majority of at least 75 per cent. of the votes cast at the Meeting voting in favour of the resolution. The quorum requirement for the initial meeting shall be one or more Bondholders or agents or the holder of the Global Certificate present in person representing not less than 66 per cent. in aggregate principal amount of the Bonds for the time being outstanding and, in the case of an adjourned Meeting, not less than 33 per cent. in aggregate principal amount of the Bonds for the time being outstanding.
Global Certificate	The global certificate dated 1 August 2024 representing the aggregate principal amount of the Bonds, which has been delivered to Deutsche Bank AG, Hong Kong Branch as common depositary (the "**Common Depositary**") for Euroclear and Clearstream on 1 August 2024 and is registered in the name of DB Nominees (Hong Kong) Limited as nominee of the Common Depositary.
Hong Kong	The Hong Kong Special Administrative Region of the People's Republic of China.

Hong Kong Stock Exchange	The Stock Exchange of Hong Kong Limited.
Implementation Conditions	The Share Exchanges Completion Condition and the Approval Condition.
Ineligible Bondholder	A Bondholder that is not an Eligible Bondholder.
Instruction	An Electronic Voting Instruction or any other instruction electing to attend and vote at the Meeting in person or appoint a proxy (other than the Information and Tabulation Agent (or its nominees)) to attend and vote at the Meeting, as the case may be, and "**Instructions**" means any or all of them, as applicable.
Macao	The Macao Special Administrative Region of the People's Republic of China.
Meeting	The meeting convened by the Notice of Meeting to be held at the offices of Deacons at 5th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong on 31 August 2026 at the time specified in the Notice of Meeting and, where the context permits, any adjourned Meeting, at which the Bondholders will be asked to consider and, if thought fit, pass the Extraordinary Resolution, subject to the necessary quorum being present.
Merger Agreement	The share exchange and merger agreement entered into amongst CICC, the Guarantor and Cinda Securities on 17 December 2025 which sets forth detailed terms and conditions for implementing the Proposed Mergers.
Merger Closing Date	The date on which Closing (as defined in the Circular) occurs, or such other date as agreed by CICC, the Guarantor and Cinda Securities.
New Global Certificate	The new global certificate substantially in the form set out in Schedule 1 to the Amended and Restated Trust Deed representing the Bonds to be executed by the Issuer on the Amendment Effective Date if the Extraordinary Resolution is passed and implemented, which will supersede and replace the Global Certificate with effect from the Amendment Effective Date.
Notice of Meeting	The notice convening the Meeting and setting out the Extraordinary Resolution, which has been published in accordance with the Conditions and the Trust Deed to the holders of the Bonds via (i) the Clearing Systems through the Information and Tabulation Agent for

	communication to Direct Participants and (ii) the Consent Solicitation Website and is in the form set out in Annex A to the Memorandum.
Post-Merger Company	CICC after the Proposed Mergers.
PRC	The People's Republic of China, which, solely for the purposes of this announcement and the Memorandum, excludes Hong Kong, Macao and Taiwan.
Principal Paying Agent	China CITIC Bank International Limited.
Proposal	The proposal as set out in full in the Notice of Meeting.
Proposed Mergers	The proposed mergers by absorption to be implemented in accordance with the terms of the Merger Agreement and by CICC merging with the Guarantor and Cinda Securities by way of merger by absorption, and under which the Post-Merger Company will assume all assets, liabilities, businesses, employees, contracts, qualifications and all other rights and obligations of each of the Guarantor and Cinda Securities from the Merger Closing Date onwards.
Satisfaction Date	The date on which the Implementation Conditions are satisfied, as determined by the Issuer in its sole and absolute discretion.
Securities Act	The U.S. Securities Act of 1933, as amended.
Share Exchanges	(i) With respect to the Dongxing A Shares (as defined in the Circular), the exchange of Dongxing A Shares held by Dongxing Share-Exchange Shareholders (as defined in the Circular) into CICC A Shares (as defined in the Circular) according to the Dongxing Exchange Ratio (as defined in the Circular); and (ii) with respect to the Cinda A shares (as defined in the Circular), the exchange of Cinda A Shares held by Cinda Share-Exchange Shareholders (as defined in the Circular) into CICC A Shares according to the Cinda Exchange Ratio (as defined in the Circular); and "**Share Exchange**" means any of the above share exchanges.
Share Exchanges Completion Condition	The completion of the Share Exchanges.
Transaction Documents	The Trust Deed, the Agency Agreement, the Deed of Guarantee and the Global Certificate.
Trust Deed	The trust deed dated 1 August 2024 constituting the Bonds (as amended, restated, varied, supplemented

	and/or novated from time to time) entered into by the Issuer, the Guarantor and the Trustee.
Trustee	China CITIC Bank International Limited as the trustee of the Bonds.
U.S. or **United States**	United States of America, as defined in Regulation S under the Securities Act.
U.S. person	"U.S. person" as defined in Regulation S under the Securities Act.
U.S.$	The lawful currency of the United States.

* *for identification purposes only*

Capitalised terms used but not defined in this announcement shall have the meanings given to them in the Memorandum.

In this announcement headings and sub-headings are for ease of reference and shall not affect the construction or interpretation of any content of this announcement.

7 August 2026

As at the date of this announcement, the sole director of the Issuer is Hao Jie.

As at the date of this announcement, the directors of the Guarantor are Li Juan, Wang Hongliang, Zhang Fang, Li Shan, Li Mingdi, Li Wei, Zhang Zhaohui, Zhou Liang, Feng Ji, Du Bin, Lai Guanrong, Zhu Qing, Ma Guangyuan, Qu Xiaoyan and Deng Feng.