GLOBAL NEW MATERIAL INTERNATIONAL HOLDINGS LIMITED
环球新材国际控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 06616)

CONNECTED AND MAJOR TRANSACTION IN RELATION TO ACQUISITION OF JH SALE SHARES

UPDATE ON THE STATUS OF THE ACQUISITION

ENTERING INTO OF THE SECOND SUPPLEMENTAL AGREEMENT

BACKGROUND

This announcement is made by the board (the "**Board**") of directors (the "**Directors**") of Global New Material International Holdings Limited (the "**Company**") pursuant to Rule 14.36 of The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**"). The Board refers to (i) the announcement (the "**Announcement**") of the Company dated 11 February 2026 in respect of the Junheng LLP Formation, the Possible Grant of Put Option and the Acquisition and the transactions contemplated thereunder; (ii) the announcements (the "**Delay Announcements**") of the Company dated 27 March 2026 and 30 June 2026 in relation to the delay and further delay in despatch of circular; and (iii) the announcement of the Company dated 17 July 2026 in respect of the entering into of the Supplemental Agreement regarding the Acquisition. Unless the context requires otherwise, the capitalised terms used herein shall have the same meanings as used in the Announcement.

On 6 August 2026, the relevant parties entered into a second supplemental agreement (the "**Second Supplemental Agreement**"), the details of which are set forth in this announcement below.

THE SECOND SUPPLEMENTAL AGREEMENT

The principal terms of the Second Supplemental Agreement are as follows:

Date

6 August 2026

Parties

(a) Junheng LLP (as the purchaser);

(b) Hangzhou Jinhui (as one of the Vendors); and

(c) Mr Shao (as one of the Vendors).

Adjustment to the number of JH Sale Shares to be purchased

The parties agreed to amend the Share Transfer Agreement in respect of the total number of JH Sale Shares to be purchased by Junheng LLP as follows:

1. Junheng LLP agreed to purchase, and the Vendors agreed to sell, an aggregate of 202,308,616 JH Sale Shares, representing 29.89% of the issued share capital of Zhejiang Jihua, as opposed to 202,308,716 JH Sale Shares (i.e. the original total number of JH Sale Shares) as set forth in the Share Transfer Agreement; and

2. Mr Shao will conditionally sell 6,308,616 JH Sale Shares, as opposed to conditionally selling 6,308,716 JH Sale Shares as set forth in the Share Transfer Agreement.

Adjustment to the Purchase Price

As a consequence of the adjustment to the total number of JH Sale Shares to be purchased, the Purchase Price to be paid by Junheng LLP will be reduced accordingly. Based on the consideration of RMB7.3873 per JH Sale Share, such reduction amounts to approximately RMB739, and the revised Purchase Price shall remain approximately RMB1,494.5 million.

Right of First Refusal

Upon Completion, Mr Shao would sell 6,308,616 JH Sale Shares, and would continue to own 18,926,250 shares in issue of Zhejiang Jihua, representing 2.80% of the issued share capital of Zhejiang Jihua.

Mr Shao agreed to grant Junheng LLP the following right of first refusal in respect of his remaining shares in Zhejiang Jihua:

Upon completion of the Acquisition, if Mr Shao intends to transfer shares of Zhejiang Jihua through block trades, centralised auction trading, or other means, Mr Shao shall notify Junheng LLP in advance. Furthermore, if Mr Shao intends to transfer shares of Zhejiang Jihua through block trades or negotiated transfers, Junheng LLP or its designated entity shall have the right of first refusal under equal conditions; provided that if Junheng LLP fails to exercise the right of first refusal within 10 Business Days of receiving notice from Mr Shao, such right shall be deemed waived. In addition, except for transfers to Junheng LLP or its designated entity, when Mr Shao transfers shares of Zhejiang Jihua through block trades or other means, such shares shall not be transferred to any of the top 10 shareholders of Zhejiang Jihua as disclosed in its most recent public disclosure.

Save and except for the aforementioned amendments and/or incorporation of new key terms as disclosed in this announcement, all other terms and conditions of the Share Transfer Agreement and the Supplemental Agreement shall remain unchanged and in full force and effect.

REASONS FOR AND BENEFITS OF THE ENTERING INTO OF THE SECOND SUPPLEMENTAL AGREEMENT

The Second Supplemental Agreement is entered into as a result of commercial and arm's length negotiations between the relevant parties.

Furthermore, the Second Supplemental Agreement provides additional benefits to Junheng LLP (i.e. the right of first refusal) as illustrated in this announcement above.

Having considered the above, all the Directors (including the independent non-executive Directors) are of the view that the terms and conditions of the Second Supplemental Agreement and the transactions contemplated thereunder are on normal commercial terms and are fair and reasonable and are in the interests of the Company and its Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As one or more of the applicable percentage ratios in respect of the Acquisition is more than 25% but less than 100%, the Acquisition constitutes a major transaction for the Company and is subject to the announcement, circular, Shareholders' approval and reporting requirements under Chapter 14 of the Listing Rules.

Although the counterparties of the Share Transfer Agreement, the Supplemental Agreement and the Second Supplemental Agreement (i.e. the Vendors) are Independent Third Parties, on the bases that (i) on a see-through basis, Hongzun LLP could be considered as one of the purchasers in this transaction given that it is one of the partners of Junheng LLP, which is formed for the purpose of the Acquisition and (ii) the Junheng LLP Agreement, the Share Transfer Agreement (together with the Supplemental Agreement and the Second Supplemental Agreement) and the Option Agreement are part and parcel of a broader arrangement to facilitate the Acquisition, which may confer benefits on Dr Su and his associates (including Hongzun LLP) through entities controlled by him, the Company has agreed to treat the Acquisition as if it is a connected transaction of the Company following discussion with the Stock Exchange, and thus the Company will comply with the relevant requirements under Chapter 14A of the Listing Rules in respect of this transaction, including but not limited to the requirement to obtain Independent Shareholders' approval.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, save for Dr Su (who, by reason of Hongzun LLP being an associate of Dr Su, has a material interest), who shall be required to abstain from voting on the relevant Board resolutions, none of the other Directors have any material interest in the Acquisition and the transactions contemplated thereunder, and are therefore not required to abstain from voting on the relevant Board resolutions.

GENERAL INFORMATION

The EGM will be convened to consider and, if thought fit, approve, among others, the Acquisition (including the Share Transfer Agreement, the Supplemental Agreement and the Second Supplemental Agreement) and the transactions contemplated thereunder.

A circular (the "**Circular**") containing, among other things, further information on the Junheng LLP Formation, the Possible Grant of Put Option, the Acquisition and the transactions contemplated thereunder, and other information as required by the Listing Rules and a notice of the EGM will be despatched to the Shareholders.

Reference is made to the Delay Announcements. As additional time is required for the finalisation of the relevant information to be included in the Circular taking into consideration the complexity of the transactions involved, the despatch of the Circular is expected to be on or before 31 August 2026.

The completion of the transactions contemplated under the Share Transfer Agreement, the Supplemental Agreement and the Second Supplemental Agreement is subject to the conditions precedent which may or may not be fulfilled. Shareholders and prospective investors of the Company are reminded to exercise caution when dealing in the Shares.

By order of the Board
Global New Material International Holdings Limited
Dr SU Ertian
Chairman and Chief Executive Officer

Hong Kong, 7 August 2026

As of the date of this announcement, the Board comprises Dr SU Ertian (Chairman and Chief Executive Officer), Mr JIN Zengqin, Mr ZHOU Fangchao, Mr BAI Zhihuan, Ms ZENG Zhu and Mr LIM Kwang Su as executive Directors, Mr HU Yongxiang as non-executive Director, and Mr HUI Chi Fung, Professor HAN Gaorong, Mr LEUNG Kwai Wah Alex and Professor CHEN Fadong as independent non-executive Directors.