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CHESIR

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)

ANNOUNCEMENT

PROPOSED ISSUANCE OF RMB DENOMINATED HKD SETTLED CONVERTIBLE BONDS UNDER GENERAL MANDATE AND CONCURRENT REPURCHASE

Sole Global Coordinator, Joint Bookrunner, Joint Lead Manager and Sole Dealer Manager

滙豐 HSBC

Joint Bookrunners and Joint Lead Managers

國泰海通 GUOTAI HAITONG | 國泰君安國際 GUOTAI JUNAN INTERNATIONAL

BNP PARIBAS

PROPOSED ISSUANCE OF RMB DENOMINATED HKD SETTLED CONVERTIBLE BONDS UNDER GENERAL MANDATE

On 17 September 2026 (after trading hours), the Company and the Managers entered into the Subscription Agreement, pursuant to which the Company has agreed to issue, and the Managers have conditionally agreed to, severally and not jointly, subscribe or procure subscribers to purchase and pay for, the Convertible Bonds in an aggregate principal amount of RMB1,300,000,000, subject to the conditions set forth in the Subscription Agreement. The issue price of the Convertible Bonds will be 100% of the aggregate principal amount of the Convertible Bonds and the denomination of each Convertible Bond will be RMB2,000,000 and integral multiples of RMB1,000,000 in excess thereof.

Based on the initial Conversion Price of HK$10.93 per Share and assuming full conversion of the Convertible Bonds at the initial Conversion Price and that no other Shares are issued and no Shares are repurchased, the Convertible Bonds will be convertible into approximately 139,093,323 Conversion Shares, representing approximately 11.14% of the total number of Shares in issue as of the date of this announcement and approximately 10.02% of the total number of Shares in issue as enlarged by the allotment and issue of the Conversion Shares. The Conversion Shares will be fully-paid and rank *pari passu* in all respects with the Shares then in issue.

An application will be made to the Vienna MTF operated by the Vienna Stock Exchange (or such other internationally recognised stock exchange as the Company may from time to time determine) for the listing and quotation of the Convertible Bonds. The Company will apply to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares to be allotted and issued upon conversion of the Convertible Bonds.

The Net Proceeds will be approximately RMB1,280.7 million (equivalent to approximately HK$1,497.7 million), and the Company intends to apply the Net Proceeds for refinancing existing indebtedness (including funding of the Concurrent Repurchase), replenishment of working capital and general corporate purposes.

The Conversion Shares will be allotted and issued pursuant to the General Mandate. The issue and subscription of the Convertible Bonds and the issue of the Conversion Shares by the Company are not subject to further approval of the Shareholders.

CONCURRENT REPURCHASE OF THE 2026 CONVERTIBLE BONDS

Pursuant to condition 8(E) (*Purchase*) of the terms and conditions of the 2026 Convertible Bonds, the Company or any of its subsidiaries may, subject to applicable laws and regulations, at any time and from time to time purchase the 2026 Convertible Bonds at any price in the open market or otherwise. Concurrently with the proposed issue of the Convertible Bonds, the Company proposes to purchase part or all of the outstanding principal amount of the 2026 Convertible Bonds pursuant to such terms and conditions.

On 17 September 2026 (after trading hours), the Company and the Dealer Manager have entered into the Dealer Manager Agreement in connection with the Concurrent Repurchase whereby the Dealer Manager has been appointed to, amongst others, assist the Company in collecting indications of interest from holders of the 2026 Convertible Bonds who are willing to sell some or all of their 2026 Convertible Bonds to the Company.

The repurchase price of the 2026 Convertible Bonds has been set at 103% of the principal amount of the 2026 Convertible Bonds plus accrued interest. As at the date of this announcement, the Company has, through the Dealer Manager, received commitments from Eligible Bondholders to sell approximately HK$990 million in aggregate principal amount of the 2026 Convertible Bonds to the Company and the remaining outstanding aggregate principal amount of the 2026 Convertible Bonds is approximately HK$10 million.

The Concurrent Repurchase would be funded by the Net Proceeds.

Completion of the issue and subscription of the Convertible Bonds is subject to the satisfaction and/or waiver of the conditions precedent set forth in the Subscription Agreement. Completion of the Concurrent Repurchase is subject to, among other things, the satisfaction and/or waiver of the conditions precedent in the Dealer Manager Agreement, market conditions and investors' demand. In addition, each of the Subscription Agreement and the Dealer Manager Agreement may be terminated in certain circumstances as described below.

As the issue and subscription of the Convertible Bonds and the Concurrent Repurchase may or may not proceed to completion, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

PROPOSED ISSUANCE OF RMB DENOMINATED HKD SETTLED CONVERTIBLE BONDS UNDER GENERAL MANDATE

On 17 September 2026 (after trading hours), the Company and the Managers entered into the Subscription Agreement, pursuant to which the Company has agreed to issue, and the Managers have conditionally agreed to, severally and not jointly, subscribe and pay for, or to procure subscribers to subscribe and pay for, the Convertible Bonds in an aggregate principal amount of RMB1,300,000,000, subject to the terms and conditions set forth in the Subscription Agreement. The issue price of the Convertible Bonds will be 100% of the aggregate principal amount of the Convertible Bonds and the denomination of each Convertible Bond will be RMB2,000,000 and integral multiples of RMB1,000,000 in excess thereof.

SUBSCRIPTION AGREEMENT

The following sets forth the principal terms and conditions of the Subscription Agreement:

Date:	17 September 2026
Parties:	The Company (as the issuer) and the Managers To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of the respective Managers is an Independent Third Party.
Proposed issue of the Convertible Bonds:	Subject to the satisfaction and/or waiver of the conditions precedent contained in the Subscription Agreement, the Managers have agreed to, severally and not jointly, subscribe and pay for, or to procure subscribers to subscribe and pay for, the Convertible Bonds at the issue price in an aggregate principal amount of RMB1,300,000,000.
Conditions precedent:	The obligations of the Managers to subscribe and pay for the Convertible Bonds are conditional on, among others, the following conditions precedent: 1. ***Other contracts***: the execution and delivery (on or before the Closing Date) of the Trust Deed and the Agency Agreement, each in a form reasonably satisfactory to the Managers, by the respective parties;

2. ***Due diligence***: the Managers being satisfied with the results of their due diligence investigations with respect to the Company and its subsidiaries;

3. ***Compliance***: at the Closing Date:

    (i) the representations and warranties of the Company in the Subscription Agreement being true and accurate at, and as if made on such date;

    (ii) the Company having performed all of its obligations under the Subscription Agreement to be performed on or before such date; and

    (iii) there having been delivered to the Managers a certificate in the form attached in the Subscription Agreement in relation to confirming no material adverse change, dated as of such date, of a duly authorised officer of the Company to such effect;

4. ***Material Adverse Change***: after the date of the Subscription Agreement up to and on the Closing Date, there shall not have occurred any change (nor any development or event involving a prospective change) which is materially adverse to the financial condition, prospects, results of operations or general affairs of the Company or of the Consolidated Group as a whole, which, in the opinion of the Managers, is material and adverse in the context of the issue and offering of the Convertible Bonds;

5. ***Listing:*** the Stock Exchange having agreed, subject to any conditions (if any) reasonably satisfactory to the Managers, to list the Conversion Shares (or the Managers being reasonably satisfied that such listing will be granted);

6. ***Regulatory Approvals/Waivers***:

   (i) the approval from the Stock Exchange having been obtained in relation to Rule 10.06(3)(a) of the Listing Rules with respect to the carrying out of the issuance of the Convertible Bonds and the Concurrent Repurchase; and

   (ii) the waiver from the Securities & Futures Commission of Hong Kong having been granted under Rule 8 of the Code on Share Buy-backs in connection with the Concurrent Repurchase;

7. ***Shareholders' Lock-up***: Hongzun International shall have executed and delivered to the Managers the Shareholder's Lock-Up Undertaking on the date of the Subscription Agreement in the form set forth in the Subscription Agreement;

8. ***Legal Opinions:*** on or before the Closing Date, there having been delivered to the Managers opinions, in form and substance satisfactory to the Managers, dated the Closing Date, of the respective legal advisers to the Company and the Managers;

9. ***Fee Letters***: on or before the Closing Date, there having been delivered to each Manager the relevant fee letter, executed by the relevant parties therein; and

10. ***CSRC Filing***: on or prior to the Closing Date, the agreed and final or substantially complete drafts of the documentation in relation to the CSRC Filings, in form and substance satisfactory to the Managers, having been delivered to the Managers.

The Managers may, at their discretion and upon such terms as they think fit, waive compliance with the whole or any part of the above conditions precedent (apart from paragraph 1).

	As of the date of this announcement, none of the above conditions precedent has been waived.
Completion:	Completion of the issue of the Convertible Bonds will take place on the Closing Date, subject to the conditions precedent above.
Distribution:	The Managers have informed the Company that they intend to offer and sell the Convertible Bonds to no less than six independent Placees, who are professional investors (as defined in the SFO). The Convertible Bonds will not be offered or sold to the public (within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong)) in Hong Kong. The Convertible Bonds will only be offered and sold in an offering outside the United States in reliance on Regulation S of the U.S. Securities Act. To the best of the Directors' knowledge, information and belief as of the date of this announcement, each of the Placees (and their respective ultimate beneficial owners) is an Independent Third Party.
Company's lock-up undertakings:	Neither the Company nor any person acting on its behalf will: (a) issue, offer, sell, pledge, encumber, contract to sell or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shares or securities of the same class as the Convertible Bonds or the Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Convertible Bonds, the Shares or securities of the same class as the Convertible Bonds, the Shares or other instruments representing interests in the Convertible Bonds, the Shares or other securities of the same class as them;

(b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Shares;

(c) enter into any transaction with the same economic effect as, or which is designed to, or which may reasonably be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (a), (b) or (c) is to be settled by delivery of Shares or other securities, in cash or otherwise; or

(d) announce or otherwise make public an intention to do any of the foregoing,

in any such case without the prior written consent of the Managers between the date of the Subscription Agreement and the date which is 90 days after the Closing Date (both dates inclusive); except for (i) the issuance of the Convertible Bonds and the Conversion Shares, (ii) any Shares issued on conversion of the 2022 Convertible Bonds, (iii) any Shares issued on conversion of the 2026 Convertible Bonds or (iv) any Shares or other securities (including rights or options) which are issued, offered, exercised, allotted, appropriated, modified or granted to, or for the benefit of employees (including directors) of the Company or any of its subsidiaries pursuant to any employee share scheme or plan existing as at the date of the Subscription Agreement (including the 2021 Share Option Scheme).

Shareholder's lock-up undertakings:

Hongzun International undertakes that, for a period commencing from the date of the Shareholder's Lock-up Undertaking to 90 days after the Closing Date, without the prior written consent of the Managers, except for any existing or newly created pledge of the Shareholder's Lock-up Shares (or any release of existing or newly created pledge over Shareholder's Lock-up Shares), it will not:

(a) offer, sell, contract to sell or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shareholder's Lock-up Shares or securities of the same class as the Shareholder's Lock-up Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Shareholder's Lock-up Shares or securities of the same class as Shareholder's Lock-up Shares or other instruments representing interests in Shareholder's Lock-up Shares or other securities of the same class as them;

(b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of Shareholder's Lock-up Shares;

(c) enter into any transaction with the same economic effect as, or which is designed to, or which may reasonably be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (a), (b) or (c) is to be settled by delivery of Shareholder's Lock-up Shares or other securities, in cash or otherwise; or

(d) announce or otherwise make public an intention to do any of the foregoing.

Termination: Notwithstanding anything contained in the Subscription Agreement, the Managers may, by notice to the Company given at any time prior to the payment of the Net Proceeds of the issue of the Convertible Bonds to the Company, terminate the Subscription Agreement in any of the following circumstances:

(a) if there shall have come to the notice of the Managers any breach of, or any event rendering untrue or inaccurate in any respect, any of the warranties and representations contained in the Subscription Agreement or any failure to perform, or breach of any of the Company's undertakings or agreements in the Subscription Agreement;

(b) if any of the conditions precedent in the Subscription Agreement has not been satisfied or waived by the Managers on or prior to the Closing Date;

(c) if on or prior to the Closing Date:

(i) in the opinion of the Managers, there shall have been, since the date of the Subscription Agreement, any change, or any development involving a prospective change, in national or international monetary, financial, political or economic conditions (including any disruption to trading generally, or trading in any securities of the Company on any stock exchange or in any over-the-counter market) or currency exchange rates or foreign exchange controls such as would in its view, be likely to prejudice materially the success of the offering and distribution of the Convertible Bonds or dealings in the Convertible Bonds in the secondary market; or

(ii) in the opinion of the Managers, there shall have occurred any of the following events: (a) a suspension or a material limitation in trading in securities generally on Shenzhen Stock Exchange, the Singapore Exchange Securities Trading Limited, the New York Stock Exchange, the London Stock Exchange plc, the Stock Exchange, the Vienna Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (b) a suspension or a material limitation in trading in the Company's securities on the Shenzhen Stock Exchange, the Stock Exchange, the Vienna Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (c) a general moratorium on commercial banking activities in the United States, the PRC, Hong Kong, Singapore, the European Union (or any member thereof) and/or the United Kingdom declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, the PRC, Hong Kong, Singapore, the European Union (or any member thereof) or the United Kingdom; or (d) a change or development involving a prospective change in taxation affecting the Company, the Convertible Bonds and the Shares to be issued upon conversion of the Convertible Bonds or the transfer thereof; or

(iii) in the opinion of the Managers, there shall have occurred any event or series of events (including the occurrence of any local, national or international outbreak or escalation of disaster, hostility, insurrection, armed conflict, act of terrorism, act of God or epidemic) as would in its view be likely to prejudice materially the success of the offering and distribution of the Convertible Bonds or dealings in the Convertible Bonds in the secondary market.

TERMS AND CONDITIONS

The principal Terms and Conditions are summarised as set forth below:

Issuer:	The Company
Convertible Bonds:	RMB1,300,000,000 HK dollar settled 3.25% convertible bonds due 2027 convertible into fully-paid Shares
Maturity date:	22 September 2027
Issue Price:	100% of the principal amount of the Convertible Bonds
Interest:	Interest on the Convertible Bonds is payable at the rate of 3.25% per annum, payable quarterly in arrear on 24 December 2026, 24 March 2027, 24 June 2027 and the Maturity Date, beginning on 24 December 2026.
Form and denomination:	The Convertible Bonds are in registered form in the denomination of RMB2,000,000 and integral multiples of RMB1,000,000 in excess thereof. Upon issue, the Convertible Bonds will be represented by a global certificate registered in the name of a nominee of, and deposited with, a common depositary for Euroclear Bank SA/NV and Clearstream Banking S.A.

Conversion Right:	Subject to and upon compliance with the Terms and Conditions, each Bondholder has the right to convert his/her Convertible Bond(s) into Conversion Shares credited as fully paid at any time during the Conversion Period. The number of Conversion Shares will be determined by dividing the principal amount of the Convertible Bonds to be converted (translated into HK dollars at the fixed exchange rate) by the Conversion Price in effect on the conversion date.
Conversion Period:	Subject to and upon compliance with the Terms and Conditions, the Conversion Right in respect of a Convertible Bond may be exercised, at the option of the holder thereof, at any time (subject to any applicable fiscal or other laws or regulations and as hereinafter provided) on or after the 41st day after the Issue Date up to the close of business (at the place where the Certificate evidencing such Convertible Bond is deposited for conversion) on the date falling ten days prior to the Maturity Date (both days inclusive) (but, except as provided in the Terms and Conditions, in no event thereafter) or, if such Convertible Bond shall have been called for redemption by the Company before the Maturity Date, then up to the close of business (at the place aforesaid) on a date no later than ten days (both days inclusive and in the place aforesaid) prior to the date fixed for redemption thereof, or if notice requiring redemption has been given by the holder of such Convertible Bond pursuant to the Terms and Conditions, then up to the close of business (at the place aforesaid) on the day prior to the giving of such notice requiring redemption.

Conversion Price:	Initially HK$10.93 per Share, subject to adjustment for (a) consolidation, reclassification or subdivision of Shares, (b) capitalisation of profits or reserves of the Company, (c) distributions to Shareholders, (d) rights issues of Shares or options over Shares, (e) rights issues of other securities of the Company, (f) issues of Shares at less than 95% of current market price, (g) other issues at less than 95% of current market price, (h) modification of rights of conversion etc., (i) other offers to Shareholders and (j) any other event or circumstance for which the Company has determined that an adjustment to the Conversion Price should be made.
	Notwithstanding any provision in the Terms and Conditions, no adjustment will be made to the Conversion Price when Shares or other securities (including rights or options) are issued, offered, allotted or granted to employees (including directors) of the Company or any subsidiary of the Company pursuant to any share option, share award, restricted share or employee incentive scheme or plan which is in compliance with the Listing Rules or, if applicable, the listing rules of an Alternative Stock Exchange (the "**Share Scheme Shares/Options**"), unless any grant or issue of Share Scheme Shares/Options (which, but for this provision, would have required adjustment pursuant to the Terms and Conditions) would result in the total number of Shares which may be issued upon exercise of such Share Scheme Shares/Options granted during any 12-month period up to and including the date of such grant representing, in aggregate, over 1% of the average number of issued and outstanding Shares during such 12-month period, in which case only such portion of grant or issue of Share Scheme Shares/Options that exceeds 1% of the average number of issued and outstanding Shares during the relevant 12-month period shall be taken into account in determining any adjustment of the Conversion Price pursuant to the Terms and Conditions.

If an adjustment is required to be made to the initial Conversion Price in accordance with the Terms and Conditions, the Company will comply with the applicable Listing Rules and a further announcement will be made by the Company in accordance with the Listing Rules.

Redemption at Maturity:	Unless previously redeemed, converted or purchased and cancelled as provided in the Terms and Conditions, the Company will redeem each Convertible Bond at the HK Dollar Equivalent of its principal amount together with the HK Dollar Equivalent of accrued and unpaid interest thereon on the Maturity Date. The Company may not redeem the Convertible Bonds at its option prior to that date except as provided in the Terms and Conditions.
Redemption at the Option of the Company:	On giving not less than 30 nor more than 60 days' notice to the Principal Agent and the Trustee in writing and to the Bondholders in accordance with the Terms and Conditions (which notice will be irrevocable), the Company may at any time prior to the Maturity Date redeem in whole, but not in part, the Convertible Bonds for the time being outstanding at the HK Dollar Equivalent of their principal amount, together with the HK Dollar Equivalent of interest accrued but unpaid up to but excluding the date fixed for redemption if, prior to the date of such notice, at least 90% in principal amount of the Convertible Bonds originally issued (which shall for this purpose include any further Convertible Bonds issued pursuant to the Terms and Conditions) has already been converted, redeemed or purchased and cancelled.

Redemption for Taxation Reasons:	The Company may redeem all and not some only of the Convertible Bonds, at its option, at any time, on giving not less than 30 nor more than 60 days' notice (a "**Tax Redemption Notice**") to the Trustee and the Principal Agent in writing and to the Bondholders in accordance with the Terms and Conditions (which notice shall be irrevocable), on the date specified in the Tax Redemption Notice for redemption (the "**Tax Redemption Date**") at the HK Dollar Equivalent of their principal amount, together with the HK Dollar Equivalent of interest accrued but unpaid up to but excluding such date (if any), if the Company satisfies the Trustee immediately prior to the giving of the Tax Redemption Notice that (a) the Company has or will become obliged to pay additional tax amounts as provided or referred to in the Terms and Conditions as a result of any change in, or amendment to, the laws or regulations of Hong Kong, the PRC or the Cayman Islands, or, in each case, any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 17 September 2026, and (b) such obligation cannot be avoided by the Company taking reasonable measures available to it, provided that no Tax Redemption Notice shall be given earlier than 90 days prior to the earliest date on which the Company would be obliged to pay such additional tax amounts were a payment in respect of the Convertible Bonds then due.

If the Company gives a Tax Redemption Notice pursuant to the Terms and Conditions, each Bondholder will have the right to elect that his Convertible Bond(s) shall not be redeemed and that the provisions of the Terms and Conditions shall not apply in respect of any payment of principal, premium (if any) or interest (if any) to be made in respect of such Convertible Bond(s) which falls due after the relevant Tax Redemption Date, whereupon no additional amounts shall be payable by the Company in respect thereof pursuant to Terms and Conditions and payment of all amounts by the Company to such holder in respect of such Convertible Bond(s) shall be made subject to the deduction or withholding of any tax required to be deducted or withheld.

Redemption for Delisting or Change of Control:	Following the occurrence of a Relevant Event (as defined below), the holder of each Convertible Bond will have the right, at such holder's option, to require the Company to redeem all or some only of such holder's Convertible Bond on the Relevant Event put date at the HK Dollar Equivalent of their principal amount, together with the HK Dollar Equivalent of interest accrued but unpaid up to but excluding such date (if any).
	"**Relevant Event**" occurs (i) when the Shares cease to be listed or admitted to trading or are suspended for trading on the Main Board of the Stock Exchange for a period equal to or exceeding 30 consecutive trading days; or (ii) when there is a Change of Control.

Negative Pledge:	So long as any Convertible Bond remains outstanding (as defined in the Trust Deed), the Company will not, and will procure that none of its Material Subsidiaries (other than the Listed Material Subsidiaries or a Subsidiary of any Listed Material Subsidiary, if applicable) will, create or permit to subsist any Security Interest other than Permitted Security Interest upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness or guarantee of Relevant Indebtedness without (a) at the same time or prior thereto securing the Convertible Bonds equally and rateably therewith by the same Security Interest or (b) providing such other security, guarantee or other arrangement for the Convertible Bonds as may be approved by an extraordinary resolution of the Bondholders.
Transferability:	The Convertible Bonds may, subject to the Terms and Conditions and the terms of the Agency Agreement, be transferred in whole or in part in the denomination of RMB2,000,000 and integral multiples of RMB1,000,000 in excess thereof. Transfers of interests in the Convertible Bonds evidenced by the global certificate will be effected in accordance with the rules of the relevant clearing systems.
Status:	The Convertible Bonds will constitute direct, unconditional, unsubordinated and (subject to the negative pledge as described above) unsecured obligations of the Company and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Company under the Convertible Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable law and subject to the negative pledge as described above, at all times rank at least equally with all of its other present and future unsecured and unsubordinated obligations.

CONVERSION PRICE AND CONVERSION SHARES

The initial Conversion Price of HK$10.93 per Share represents:

- a premium of approximately 15.05% over the closing price of HK$9.50 per Share as quoted on the Stock Exchange on 17 September 2026 (being the trading day on which the Subscription Agreement was signed);

- a premium of approximately 12.73% over the average closing price of approximately HK$9.70 per Share as quoted on the Stock Exchange for the last five consecutive trading days up to and including 17 September 2026 (being the trading day on which the Subscription Agreement was signed); and

- a premium of approximately 9.93% over the average closing price of approximately HK$9.94 per Share as quoted on the Stock Exchange for the last ten consecutive trading days up to and including 17 September 2026 (being the trading day on which the Subscription Agreement was signed).

The initial Conversion Price was determined with reference to the prevailing market price of the Shares and the terms and conditions of the Subscription Agreement and was negotiated on an arm's length basis between the Company and the Managers.

Based on the initial Conversion Price of HK$10.93 per Share and assuming full conversion of the Convertible Bonds at the initial Conversion Price and that no other Shares are issued and no Shares are repurchased, the Convertible Bonds will be convertible into approximately 139,093,323 Conversion Shares, representing approximately 11.14% of the total number of Shares in issue as of the date of this announcement and approximately 10.02% of the total number of Shares in issue as enlarged by the allotment and issue of the Conversion Shares. The Conversion Shares will be allotted and issued pursuant to the General Mandate and will be fully-paid and rank *pari passu* in all respects with the Shares then in issue.

Fractions of Shares will not be issued on conversion and no cash payment or other adjustment will be made in lieu thereof. However, if the Conversion Right in respect of more than one Convertible Bond is exercised at any one time such that Conversion Shares to be issued on conversion are to be registered in the same name, the number of such Conversion Shares to be issued in respect thereof shall be calculated on the basis of the aggregate principal amount of such Convertible Bonds being so converted and rounded down to the nearest whole number of Shares.

The Company does not hold any Shares as treasury shares.

LISTING

The Company will make or cause to be made an application for the Convertible Bonds to be listed on the Vienna MTF operated by the Vienna Stock Exchange (or such other internationally recognised stock exchange as the Company may from time to time determine). The Company will also make or cause to be made an application for the Conversion Shares to be listed on the Stock Exchange.

USE OF NET PROCEEDS

The Net Proceeds are estimated to be RMB1,280.7 million (equivalent to approximately HK$1,497.7 million), representing a net issue price of approximately HK$10.77 per Conversion Share based on the initial Conversion Price. The Company intends to use the Net Proceeds for refinancing existing indebtedness (including funding of the Concurrent Repurchase), replenishment of working capital and general corporate purposes, as set out in detail below. The Net Proceeds are expected to be fully utilised around the end of the second quarter of 2027. This expected timeframe is based on the Directors' best estimation and may be subject to change depending on the future development of the Group and the market conditions and business conditions. The details on the use of the Net Proceeds are as follows:

(i) 95% of the Net Proceeds (being approximately HK$1,422.8 million) would be used to refinance the Group's existing indebtedness which includes funding of the Concurrent Repurchase and may include the redemption of the convertible bonds previously issued by the Group. This usage is intended to optimise the capital structure of the Group, reduce the financial expenses and debt servicing ratio and enhance the financial stability of the Group; and

(ii) 5% of the Net Proceeds (being approximately HK$74.9 million) would be used for replenishment of working capital and general corporate purposes, which include technology development and enhancement. Any specific usage for these purposes will be based on the Directors' evaluation of the prevailing market conditions and subject to the approval of the Board.

EFFECT ON THE SHAREHOLDING STRUCTURE OF THE COMPANY

The following table summarises the potential effects on the shareholding structure of the Company as a result of the issue of the Convertible Bonds assuming full conversion of the Convertible Bonds at the initial Conversion Price of HK$10.93 and that no other Shares are issued and no Shares are repurchased:

	As of the date of this announcement		**Assuming that the Convertible Bonds are fully converted into the Conversion Shares at the initial Conversion Price and no other Shares are issued and repurchased (for cancellation or otherwise)**	
	Number of Shares	*Approximate % of the total number of Shares in issue*	*Number of Shares*	*Approximate % of the total number of Shares in issue*
Directors				
Dr SU Ertian	455,586,597	36.49%	455,586,597	32.83%
Mr JIN Zengqin	37,388,148	2.99%	37,388,148	2.69%
Mr LIM Kwang Su	13,481,181	1.08%	13,481,181	0.97%
Public Shareholders	741,985,855	59.44%	741,985,855	53.48%
Bondholders	—	—	139,093,323	10.02%
Total number of Shares in issue	1,248,441,781	100.00%	1,387,535,104	100.00%

Notes:

1. *As at the date of this announcement, the Company does not hold any Shares as treasury shares and as such, the Company has no intention to transfer any treasury shares for re-issuance upon the exercise of the Conversion Rights attached with the Convertible Bonds.*

2. *Certain figures included in the table above have been rounded to the nearest integer or to two decimal places. Any discrepancies between the total shown and the sum of the amounts listed are due to rounding.*

GENERAL MANDATE

Based on the initial Conversion Price of HK$10.93 and assuming full conversion of the Convertible Bonds at the initial Conversion Price, the Convertible Bonds will be convertible into approximately 139,093,323 Conversion Shares.

By resolutions of the Shareholders passed at the annual general meeting held on 26 June 2026, the Directors have been granted the General Mandate. As of the date of this announcement, no Shares have been issued or committed to be issued pursuant to the General Mandate. Accordingly, as of the date of this announcement, the number of Shares that the Company may issue pursuant to the General Mandate is 249,688,356 Shares, representing 20% of the total number of Shares in issue (i.e. 1,248,441,781 Shares) as of the date on which the General Mandate was granted to the Directors. The Conversion Shares will be allotted and issued under such General Mandate and no additional approval from Shareholders of the Company will be required.

EQUITY FUND RAISING ACTIVITIES BY THE COMPANY IN THE PAST TWELVE MONTHS

As disclosed in the announcements of the Company dated 28 November 2025 and 20 January 2026, the Company allotted and issued 9,571,649 new Shares under a specific mandate at the extraordinary general meeting held on 5 January 2026 for the acquisition of 2.57% of the equity interest of Chesir Pearl. The acquisition has been completed on 20 January 2026 in accordance with the terms and conditions of the relevant minority interest purchase agreement.

On 15 December 2025 (after trading hours), the Company entered into a subscription agreement with The Hongkong and Shanghai Banking Corporation Limited and Deutsche Bank AG, Hong Kong Branch as joint global coordinators, joint bookrunners and joint lead managers, pursuant to which the Company agreed to issue, and such managers conditionally agreed to subscribe or procure subscribers to purchase and pay for, the 2026 Convertible Bonds. The issue of the 2026 Convertible Bonds was completed on 6 January 2026. The estimated net proceeds from the issue of the 2026 Convertible Bonds were approximately HK$981.0 million. For details, please refer to the announcements of the Company dated 15 December 2025 and 6 January 2026.

The net proceeds of the 2026 Convertible Bonds were proposed to be used in the following manner:

(i) 40% of the net proceeds of the 2026 Convertible Bonds (being approximately HK$392.4 million) would be used as replenishment of the working capital required for the consolidation of the core business operations of the Group and the Worldwide Business;

(ii) 40% of the net proceeds of the 2026 Convertible Bonds (being approximately HK$392.4 million) would be used to refinance the Group's existing indebtedness which may include the redemption of the convertible bonds previously issued by the Group; and

(iii) 20% of the net proceeds of the 2026 Convertible Bonds (being approximately HK$196.2 million) would be used for the Group's general corporate purposes, which include identification of potential strategic investments, technology development and enhancement and supplemental general working capital of the Group.

As at the date of this announcement, the Company has fully utilised the net proceeds of the 2026 Convertible Bonds in accordance with the above intended use.

Save for the above, the Board confirms that there has not been any equity fund-raising activity conducted by the Company in the past twelve months immediately preceding the date of this announcement.

CONCURRENT REPURCHASE OF THE 2026 CONVERTIBLE BONDS

Reference is made to the announcements of the Company dated 15 December 2025 and 6 January 2026 in relation to the issue of the 2026 Convertible Bonds by the Company and dated 17 September 2026 in relation to the proposed Concurrent Repurchase and proposed issue of Convertible Bonds. Pursuant to condition 8(E) (*Purchase*) of the terms and conditions of the 2026 Convertible Bonds, the Company or any of its subsidiaries may, subject to applicable laws and regulations, at any time and from time to time purchase the 2026 Convertible Bonds at any price in the open market or otherwise. Concurrently with the proposed issue of the Convertible Bonds, the Company proposes to purchase part or all of the outstanding principal amount of the 2026 Convertible Bonds pursuant to such terms and conditions.

On 17 September 2026 (after trading hours), the Company and the Dealer Manager have entered into the Dealer Manager Agreement in connection with the Concurrent Repurchase whereby the Dealer Manager has been appointed to, amongst others, assist the Company in collecting indications of interest from holders of the 2026 Convertible Bonds who are willing to sell some or all of their 2026 Convertible Bonds to the Company.

A summary of the Dealer Manager Agreement is set out below:

THE DEALER MANAGER AGREEMENT

Date:	17 September 2026 (after trading hours)
Parties	(i) The Company; and (ii) The Dealer Manager
Conditions to the obligations of the Dealer Manager:	The obligations of the Dealer Manager under the Dealer Manager Agreement are subject to, amongst others, the following conditions: (i) prior to 17 September 2026, being the commencement date, all relevant consents, approvals or authorisations of, or registrations, filings or declarations with, any court, regulatory authority, governmental agency or stock exchange (including, but not limited to, the Stock Exchange and the Vienna MTF operated by the Vienna Stock Exchange) required in connection with the execution of the Dealer Manager Agreement, the performance by the Company of its obligations thereunder, or in connection with the conduct and consummation of the Concurrent Repurchase (including, without limitation, the distribution of the repurchase materials relating to the Concurrent Repurchase) shall have been obtained by the Company and remain in full force and effect; (ii) the Company by the date of the Dealer Manager Agreement shall have delivered to the Dealer Manager a copy of the repurchase materials relating to the Concurrent Repurchase, to the extent such repurchase materials exist and are in the possession of the Company, provided that the Company shall have no obligation to deliver repurchase materials that are published on the websites of the Stock Exchange and/or the Vienna MTF operated by the Vienna Stock Exchange or are otherwise publicly available;

(iii) prior to the Settlement Date, the Company shall have delivered to the Dealer Manager such further information, certificates and documents as the Dealer Manager may reasonably request relating to the Concurrent Repurchase; and

(iv) the Company shall have delivered to the Dealer Manager certain conditions precedent documents as set out in the Dealer Manager Agreement prior to the Settlement Date, including: (a) all resolutions and other authorisations required to approve the entry into the Dealer Manager Agreement and the making and consummation of the Concurrent Repurchase; (b) the approval from the Stock Exchange in relation to Rule 10.06(3)(a) of the Listing Rules with respect to the carrying out of the issuance of the Convertible Bonds and the Concurrent Repurchase; (c) the waiver from the Securities and Futures Commission of Hong Kong under Rule 8 of the Code on Share Buy-backs in connection with the Concurrent Repurchase; and (d) legal opinions dated the date of the Dealer Manager Agreement addressed to the Dealer Manager as to English law, Hong Kong law and Cayman law.

Termination: The Dealer Manager may terminate the Dealer Manager Agreement by written notice to the Company on or at any time prior to the settlement date if:

(i) any of the conditions to the obligations of the Dealer Manager shall not have been fulfilled or waived in all respects when and as provided in the Dealer Manager Agreement; or

(ii) any of the representations and warranties given or made by the Company in the Dealer Manager Agreement is inaccurate or untrue or is breached.

In addition, the Dealer Manager Agreement shall terminate: (i) on the Settlement Date; (ii) upon written notice by the Company to the Dealer Manager to terminate the Dealer Manager Agreement at any time in the event the Company decides not to proceed with the Concurrent Repurchase; or (iii) upon the expiration, termination or withdrawal of the Concurrent Repurchase.

The repurchase price of the 2026 Convertible Bonds has been set at 103% of the principal amount of the 2026 Convertible Bonds plus accrued interest. As at the date of this announcement, the Company has, through the Dealer Manager, received commitments from Eligible Bondholders to sell approximately HK$990 million in aggregate principal amount of the 2026 Convertible Bonds to the Company and the remaining outstanding aggregate principal amount of the 2026 Convertible Bonds is approximately HK$10 million.

The Concurrent Repurchase has not and will not be conducted within or offered to the United States or to persons located or resident in the United States, or to persons acting on behalf of a beneficial owner of the 2026 Convertible Bonds located or resident in the United States or acting for the account or benefit of any person located or resident in the United States.

The Concurrent Repurchase will be conducted concurrently with the issue of the Convertible Bonds, and will close on or about the issue date of the Convertible Bonds. Following settlement of the Concurrent Repurchase, the repurchased 2026 Convertible Bonds will be cancelled.

The Concurrent Repurchase would be funded by the Net Proceeds. The Board considered that there will be no material impact on the financial position of the Company as a result of the aforesaid repurchase of the 2026 Convertible Bonds. The Board believes that the repurchase and subsequent cancellation of the 2026 Convertible Bonds reflects the Company's confidence in its long-term business prospects and could also enhance the return to the Shareholders of the Company.

WAIVERS IN RESPECT OF THE CONCURRENT REPURCHASE

As the issue of the Convertible Bonds will occur simultaneously with the Concurrent Repurchase, the Company has applied for, and has been granted, from the Stock Exchange a waiver from strict compliance with the requirements under Rule 10.06(3)(a) of the Listing Rules for the issue of the Convertible Bonds.

In addition, in respect of the Concurrent Repurchase, the Company has applied for, and has been granted, from the Executive a waiver from compliance with the Code on Share Buy-backs issued by the Securities and Futures Commission (other than Rule 6) having considered all the relevant circumstances.

REASONS FOR AND BENEFITS OF THE ISSUE OF THE CONVERTIBLE BONDS AND THE CONCURRENT REPURCHASE

The Company intends to use the Net Proceeds for refinancing existing indebtedness (including funding of the Concurrent Repurchase), replenishment of working capital and general corporate purposes.

The Concurrent Repurchase will be funded by part of the Net Proceeds of the Proposed Bonds Issue. The Board is of the view that the Concurrent Repurchase represents a prudent liability management exercise and will allow the Company to optimize its debt maturity profile and financing structure. The Board considers that the Concurrent Repurchase is in the best interests of the Company and its Shareholders as a whole.

The Company considers that the issue of the Convertible Bonds will enable the Company to raise additional financing on acceptable terms, diversify the funding sources of the Group and extend the maturity profile of its indebtedness. The Net Proceeds will also support the ongoing business development of the Group.

The issuance of the Convertible Bonds under the Proposed Bonds Issue and the Concurrent Repurchase are not expected to result in a material change to the shareholdings of the major shareholders of the Company.

INFORMATION ON THE COMPANY

The Company is an investment holding company with the Shares listed on the Stock Exchange. The Group is a global new material technology platform enterprise focusing on the research and development, manufacturing and commercial application of surface performance materials. The Group's principal businesses cover core segments including pearlescent effect pigments (a diversified product portfolio based on substrates such as natural mica, synthetic mica, high-end flake alumina, glass flakes and silicon dioxide), functional fillers and cosmetic actives, and it maintains a globally leading position. Its products are applied in sectors including automobiles, cosmetics, electronics and electrical appliances, new energy, manufacturing and skincare products. Through the acquisition of CQV Co., Ltd. in South Korea and SUSONITY in Germany (formerly the Surface Solutions business of Merck KGaA), the Group has established six manufacturing bases, six R&D centres and six application centres across the globe, together with a sales network covering more than 150 countries and regions, forming a global innovative material ecosystem.

Completion of the issue and subscription of the Convertible Bonds is subject to the satisfaction and/or waiver of the conditions precedent set forth in the Subscription Agreement. Completion of the Concurrent Repurchase is subject to, among other things, the satisfaction and/or waiver of the conditions precedent in the Dealer Manager Agreement, market conditions and investors' demand. In addition, each of the Subscription Agreement and the Dealer Manager Agreement may be terminated in certain circumstances as described above.

As the issue and subscription of the Convertible Bonds and the Concurrent Repurchase may or may not proceed to completion, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

DEFINITIONS USED IN THIS ANNOUNCEMENT

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

"2021 Share Option Scheme"	the share option scheme of the Company conditionally approved on 2 June 2021;
"2022 Convertible Bonds"	the convertible bonds in the principal amount of CNH300,000,000 issued by the Company on 30 December 2022;
"2026 Convertible Bonds"	the HK$1,000,000,000 4.25 per cent. convertible bonds due 2027 issued by the Company on 6 January 2026;
"Agency Agreement"	the paying, conversion and transfer agency agreement to be entered into not later than the Closing Date between the Company, the Trustee and the agents named therein for the purpose of the Convertible Bonds;
"Alternative Stock Exchange"	at any time, in the case of the Shares, if they are not at that time listed and traded on the Stock Exchange, the principal stock exchange or securities market on which the Shares are then listed or quoted or dealt in;
"Board"	the board of Directors;
"Bondholder"	the person in whose name the Convertible Bonds are registered;

"Certificate"	a bond certificate;
"Change of Control"	the occurrence of any of the following: (i) any Person or Persons acting together acquires Control of the Company if such Person or Persons does not or do not have, and would not be deemed to have, Control of the Company on the Issue Date; (ii) the Company consolidates with or merges into or sells or transfers all or substantially all of its assets to any other Person, unless the consolidation, merger, sale or transfer will not result in the other Person or Persons acquiring Control over the Company or the successor entity; or (iii) one or more Persons acquires the beneficial ownership of all or substantially all of the Company's issued share capital;
"Chesir Pearl"	Guangxi Chesir Pearl Material Co., Ltd. (廣西七色珠光材料股份有限公司), a sino-foreign equity joint venture established under the laws of the PRC with limited liability and a non-wholly owned subsidiary of the Company holding approximately 97.19% of its equity interest;
"Closing Date"	24 September 2026, or another date not later than 8 October 2026, as the Company and Managers may agree;
"Closing Price"	for the Shares for any trading day shall be the price published in the daily quotation sheet published by the Stock Exchange or, as the case may be, the equivalent quotation sheet of an Alternative Stock Exchange for such day;
"CNH"	Offshore Chinese Yuan, the lawful currency of the PRC traded outside the PRC;
"Company"	Global New Material International Holdings Limited (环球新材国际控股有限公司), a company incorporated in the Cayman Islands with the Shares listed on the Stock Exchange (stock code: 06616);

"Concurrent Repurchase"	proposed repurchase of approximately HK$990 million of the principal amount of the 2026 Convertible Bonds;
"Consolidated Group"	the Company and its consolidated subsidiaries taken as a whole;
"Control"	the acquisition or control of more than 50% of the voting rights of the issued share capital of the Company or the right to appoint and/or remove all or the majority of the members of the Company's board of directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise and the terms "Controlling" and "Controlled" shall have meanings correlative to the foregoing;
"Conversion Price"	the price at which Conversion Shares will be issued upon the conversion of any Convertible Bond;
"Conversion Share(s)"	the Share(s) to be issued upon conversion of the Convertible Bond(s) pursuant to the Trust Deed and the Terms and Conditions;
"Convertible Bonds"	RMB1,300,000,000 HK dollar settled 3.25% convertible bonds proposed to be issued by the Company which are convertible at the option of the holders into fully paid Shares;
"CSRC Filings"	the regulatory filings that are required to be filed with the China Securities Regulatory Commission in the PRC;
"Dealer Manager Agreement"	the dealer manager agreement dated 17 September 2026 entered into between the Company and the Dealer Manager in respect of the Concurrent Repurchase;
"Dealer Manager"	The Hongkong and Shanghai Banking Corporation Limited;
"Directors"	the directors of the Company;

"Eligible Bondholders"	the holders of the 2026 Convertible Bonds that are not persons located or resident in the United States and not persons acting on behalf of a beneficial owner of the 2026 Convertible Bonds located or resident in the United States or acting for the account or benefit of any person located or resident in the United States willing to sell their outstanding 2026 Convertible Bonds to the Company;
"Executive"	has the meaning ascribed to it under The Codes on Takeovers and Mergers and Share Buy-backs;
"General Mandate"	the general mandate granted to the Directors on 26 June 2026 to issue new Shares of not more than 20% of the then total number of the Shares in issue as of the same date, subject to such extension as described in the resolutions approved by the Shareholders on the same date;
"Group"	the Company and its subsidiaries;
"HKD" or "HK$"	Hong Kong dollars, the lawful currency of Hong Kong;
"HK Dollar Equivalent"	in respect of a Renminbi-denominated amount that would be due under the Convertible Bonds in Renminbi, the Renminbi amount converted into Hong Kong dollars using the spot rate for the relevant rate calculation date as determined by the Company;
"Hong Kong"	The Hong Kong Special Administrative Region of the People's Republic of China;
"Hongzun International"	Hongzun Int Investment Group Ltd. (鴻尊國際投資集團股份有限公司), a company established under the laws of the PRC with limited liability and owned as to 99.0% by Dr SU Ertian and 1.0% by Ms WANG Huan, the spouse of Dr SU Ertian;
"Independent Third Party"	any entity or person who is not a connected person of the Company within the meaning ascribed thereto under the Listing Rules;
"Issue Date"	24 September 2026;

"Listed Material Subsidiary"	any Material Subsidiary, the shares of which are at the relevant time listed or dealt in or traded on the Stock Exchange or any other stock exchange;
"Listing Rules"	The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (and any amendments thereto);
"Managers"	The Hongkong and Shanghai Banking Corporation Limited, Guotai Junan Securities (Hong Kong) Limited and BNP Paribas Securities (Asia) Limited;
"Material Subsidiary"	subject to and as further described in the Terms and Conditions, any Subsidiary of the Company: (i) whose revenue (consolidated in the case of a Subsidiary which itself has consolidated Subsidiaries), whose profit before tax (consolidated in the case of a Subsidiary which itself has consolidated Subsidiaries) or whose total assets (consolidated in the case of a Subsidiary which itself has consolidated Subsidiaries) represents not less than 5% of the consolidated revenue, the consolidated profit before tax or, as the case may be, the consolidated total assets of the Company and its Subsidiaries taken as a whole, all as calculated respectively by reference to the latest audited or reviewed financial statements (consolidated or, as the case may be, unconsolidated) of the Subsidiary and the then latest audited or reviewed consolidated financial statements of the Company; or (ii) to which is transferred all or substantially all of the business, undertaking and assets of another Subsidiary which immediately prior to such transfer is a Material Subsidiary, whereupon (a) in the case of a transfer by a Material Subsidiary, the transferor Material Subsidiary shall immediately cease to be a Material Subsidiary; and (b) the transferee Subsidiary shall immediately become a Material Subsidiary;

"Maturity Date"	22 September 2027;
"Net Proceeds"	estimated net proceeds from the issue of the Convertible Bonds, after deduction of commission and expenses in connection with the issue of the Convertible Bonds;
"Permitted Security Interest"	(i) any Security Interest over any assets (or related documents of title) purchased by the Company or any Material Subsidiary as security for all or part of the purchase price of such assets and any substitute Security Interest created on those assets in connection with the financing and/or refinancing (together with interest, fees and other charges attributable to such financing and/or refinancing) of the indebtedness secured on those assets; and (ii) any Security Interest over any assets (or related documents of title) purchased by the Company or any Material Subsidiary subject to such Security Interest and any substitute Security Interest created on those assets in connection with the financing and/or refinancing (together with interest, fees and other charges attributable to such financing and/or refinancing) of the indebtedness secured on those assets;
"Person"	includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity) but does not include members of the board of directors of the Company (or their respective heirs, executors or assigns) or any other governing board and does not include the wholly owned direct or indirect Subsidiaries of the Company;
"Placees"	any professional investors (as defined under the SFO) procured by the Managers to subscribe for any Convertible Bonds pursuant to the obligations under the Subscription Agreement;

"PRC"	The People's Republic of China, which shall for the purpose of this announcement only, exclude Hong Kong, Macau Special Administrative Region and Taiwan;
"Principal Agent"	The Hongkong and Shanghai Banking Corporation Limited as principal paying agent and principal conversion agent, which expression shall include its successors and all persons appointed from time to time in connection with the Convertible Bonds;
"Relevant Indebtedness"	any indebtedness in the form of and represented by debentures, loan stock, bonds, notes, bearer participation certificates, depository receipts, certificates of deposit or other similar securities or instruments or by bills of exchange drawn or accepted for the purpose of raising money which are, or are issued with the intention on the part of the issuer thereof that they should be, quoted, listed, ordinarily dealt in or traded on any stock exchange or over the counter or on any other securities market (whether or not initially distributed by way of private placement) having an original maturity of more than one year from its date of issue but shall not include (i) indebtedness incurred in the PRC, or (ii) bilateral loans, syndicated loans or club deal loans;
"RMB"	Renminbi, the lawful currency of the PRC;
"Security Interest"	any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other arrangement with similar economic effect;
"Settlement Date"	24 September 2026;
"SFO"	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
"Share(s)"	share(s) in the share capital of the Company;
"Shareholder(s)"	holder(s) of the Shares;

"Shareholder's Lock-up Shares"	in respect of the Shareholder's Lock-up Undertaking to be executed by Hongzun International, the 310,727,449 Shares in aggregate held by it, which in aggregate represent approximately 24.89% of the existing issued share capital of the Company;
"Shareholder's Lock-up Undertaking"	a lock-up undertaking to be made on or before the Closing Date in favour of the Managers by Hongzun International in respect of the Shareholder's Lock-up Shares;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"Stock Exchange Business Day"	any day (other than a Saturday, Sunday or public holiday) on which the Stock Exchange is open for the business of dealing in securities;
"Subsidiary"	in relation to any person, any company or other business entity of which that person owns or controls (either directly or through one or more other Subsidiaries) more than 50% of the issued share capital or other ownership interest having ordinary voting power to elect directors, managers or trustees of such company or other business entity or any company or other business entity which at any time has its accounts consolidated with those of that person or which, under the laws, regulations or generally accepted accounting principles of Hong Kong from time to time, should have its accounts consolidated with those of that person;
"Subscription Agreement"	the subscription agreement dated 17 September 2026 entered into between the Company and the Managers in respect of the issue of the Convertible Bonds;
"Terms and Conditions"	the terms and conditions of the Convertible Bonds;
"Trust Deed"	the trust deed to be entered into not later than the Closing Date between the Company and the Trustee constituting the Convertible Bonds;
"Trustee"	The Hongkong and Shanghai Banking Corporation Limited;

"Worldwide Business"	the worldwide surface solution business acquired by the Group on 31 July 2025, as described in the circular of the Company dated 25 June 2025; and
"%"	per cent.

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

18 September 2026, Hong Kong

As of the date of this announcement, the executive Directors are 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, the non-executive Director is Mr HU Yongxiang, and the independent non-executive Directors are Mr HUI Chi Fung, Professor HAN Gaorong, Mr LEUNG Kwai Wah Alex and Professor CHEN Fadong.