Deed of Amendment

Dated ____ November 2026

HAITONG BANK, S.A.
(Issuer)

GUOTAI HAITONG SECURITIES CO., LTD.
(AS SUCCESSOR TO HAITONG SECURITIES CO., LTD.)
(Guarantor)

BONDHOLDERS, S.L.
(Agent)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom

Contents

1	Definitions and Common Terms	2
2	Consent and authority	2
3	Conditions precedent	3
4	Amendment	3
5	Representations and confirmations	4
6	Amendment costs	4
7	Counterparts	4
8	Law and jurisdiction	4
Schedule 1 – Conditions Precedent		9

Deed of Amendment

Dated ____ November 2026

Between

(1) **Haitong Bank, S.A.**, a credit institution incorporated and existing under the laws of Portugal, having its registered office at Rua Alexandre Herculano, 38, 1269-180 Lisboa, Portugal and registered with the Commercial Registry Office of Lisbon under number 501 385 932 (the "**Issuer**");

(2) **Guotai Haitong Securities Co., Ltd. (as successor to Haitong Securities Co., Ltd.)**, a company incorporated and existing under the laws of the People's Republic of China, having its registered office at No. 768 Nanjing West Road, Jing'an District, Shanghai, China, People's Republic of China (the "**Guarantor**"); and

(3) **Bondholders, S.L.**, a company incorporated and existing under the laws of Spain, having its registered office at Avenida de Francia, 17, A, 1, 46023 Valencia, Spain (the "**Agent**").

(Each a **Party** and together the **Parties**).

Recitals

A The Issuer issued US$150,000,000 Fixed Rate Senior Guaranteed Notes due 2027 (the "**Notes**") in respect of which an instrument dated 31 May 2022 has been executed in favour of the Noteholders (the "**Instrument**").

B The Notes are unconditionally and irrevocably guaranteed by the Guarantor pursuant to a deed of guarantee dated 31 May 2022 (the "**Deed of Guarantee**").

C The Notes have the benefit of agency terms dated 31 May 2022 (the "**Agency Terms**") and the Agent Appointment Agreement dated 31 May 2022 (the "**Agent Appointment Agreement**").

D The Issuer and the Guarantor have proposed to the Noteholders an amendment to the Conditions to provide an Amended Maturity Date (as defined below) and a consequent adjustment on the last Interest Payment Date.

E The proposed amendment has been approved by the Noteholders by an Extraordinary Resolution, being a special quorum resolution, at the [meeting of Noteholders held on 26 November 2026 / adjourned meeting of Noteholders held on 14 December 2026][1] in accordance with Schedule 2 (*Provisions for Meetings of Noteholders*) to the Instrument.

F The Guarantor has, pursuant to a declaration dated 4 November 2026, confirmed that it agrees to and is acted together with the Issuer in connection with the convening of the meeting of Noteholders and has consented to the proposed Amendment and the resulting early redemption of the Notes.

G The Parties wish to amend the Instrument in accordance with the Extraordinary Resolution.

[1] TBC.

It is agreed:

1 Definitions and Common Terms

1.1 Definitions

In this Deed:

"**Amended Maturity Date**" means [30 November 2026 where the Extraordinary Resolution was passed at the meeting held on 26 November 2026 / 18 December 2026 where the Extraordinary Resolution was passed at the adjourned meeting held on 14 December 2026[2]].

"**Amendment**" means the amendment to the Instrument set out in Clause 4 (*Amendment*).

"**Effective Date**" means the date on which the Extraordinary Resolution was duly passed and this Deed is executed and delivered by the Issuer and the Guarantor.

"**Extraordinary Resolution**" means the Extraordinary Resolution approving the Amendment and the consequential matters contemplated by this Deed, duly passed by the Noteholders in accordance with Schedule 2 (*Provisions for Meetings of Noteholders*) to the Instrument.

"**Instrument**" means the instrument dated 31 May 2022 constituting the Notes, as amended, supplemented or otherwise modified from time to time.

"**Notes**" means the US$150,000,000 Fixed Rate Senior Guaranteed Notes due 2027 issued by the Issuer on 31 May 2022 in respect of which the Instrument has been executed.

"**Noteholders**" has the meaning given to it in the Conditions.

1.2 Unless otherwise defined in this Deed, words and expressions defined in the Instrument have the same meanings in this Deed.

1.3 The provisions of the Instrument relating to construction and interpretation shall apply to this Deed *mutatis mutandis*.

1.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than a Party shall have any right to enforce any term of this Deed.

1.5 The Agent acknowledges the Extraordinary Resolution and the Amendment and agrees to give effect to any directions properly given to it pursuant to the Instrument and the Extraordinary Resolution.

2 Consent and authority

2.1 The Issuer and the Guarantor each consent to and agree to the Amendment and confirm that the Amendment is being made pursuant to and in accordance with the Extraordinary Resolution.

2.2 The Guarantor confirms its agreement to the proposed Amendment and to the redemption of the Notes on the Amended Maturity Date and confirms that it has acted together with the Issuer

[2] TBC

in proposing and convening the meeting of Noteholders in accordance with Schedule 2 (*Provisions for Meetings of Noteholders*), paragraph 3 (*Convening a Meeting*) of the Instrument.

2.3 The Agent acknowledges that the Extraordinary Resolution authorises the taking of such steps as are necessary to give effect to the Amendment and the redemption of the Notes in full on the Amended Maturity Date at their principal amount, together with accrued and unpaid interest up to but excluding that date (i.e. the last Interest Payment Date).

2.4 For the avoidance of doubt, nothing in this Deed constitutes an amendment to the Deed of Guarantee, the Agency Terms or the Agent Appointment Agreement, each of which shall remain in full force and effect in accordance with its terms until the redemption of the Notes in full on the Amended Maturity Date at their principal amount, together with accrued and unpaid interest up to but excluding that date (i.e. the last Interest Payment Date).

3 Conditions precedent

3.1 The provisions of Clause 4 (*Amendment*) shall be effective only if, on or before the Effective Date, the Conditions Precedent set out in Schedule 1 (*Conditions Precedent*) have been satisfied or waived in accordance with this Deed.

3.2 The Issuer shall notify the Agent and the Guarantor promptly upon the satisfaction or waiver of the Conditions Precedent.

3.3 The Conditions Precedent may be waived only by the Issuer and the Guarantor, save that any Condition Precedent relating to Noteholder approval may not be waived except to the extent permitted by the Extraordinary Resolution and the Instrument.

4 Amendment

4.1 With effect from the Effective Date, the following amendments shall be made to the Conditions set out in Schedule 1 (*Terms and Conditions of the Notes*) to the Instrument.

(a) The definition of "Maturity Date" shall be deleted in its entirety and replaced with the following:

*"**Maturity Date**" means [30 November 2026 / 18 December 2026][3].*

(b) Condition 6.1 shall be deleted in its entirety and replaced with the following:

"6.1 Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, the Notes will be redeemed at their principal amount, together with accrued and unpaid interest up to but excluding the Maturity Date, on the Maturity Date. The Notes may not be redeemed at the option of the Issuer other than in accordance with this Condition 6."

(c) the definition of "Interest Payment Date" shall be deleted in its entirety and replaced with the following:

*"**Interest Payment Date**" means 29 May and 29 November in each year commencing on 29 November 2022, short first coupon, provided that if any Interest Payment Date falls on a day which is not a TARGET Business Day it shall be postponed to the next*

[3] TBC.

day which is a TARGET Business Day, but that the day(s) of such postponement shall not be considered when calculating the actual number of days in the relevant Interest Period for the purpose of calculating the relevant interest amount due. The last Interest Payment Date shall be the Maturity Date.

5 Representations and confirmations

5.1 The Issuer represents and confirms to the Guarantor and the Agent on the Effective Date that:

(a) it has obtained all corporate and other authorisations required for it to enter into and perform this Deed;

(b) the Extraordinary Resolution has been duly passed in accordance with the Instrument; and

(c) the execution and performance of this Deed and the implementation of the Amendment do not breach its constitutional documents or any agreement binding upon it.

5.2 The Guarantor represents and confirms to the Issuer and the Agent on the Effective Date that it has obtained all corporate and other authorisations required for it to enter into and perform this Deed and to give effect to its agreement to the Amendment and the redemption of the Notes on the Amended Maturity Date.

5.3 The Issuer and the Guarantor each confirm that the Deed of Guarantee remains in full force and effect and continues to apply to amounts payable by the Issuer under the Notes following the Amendment, and nothing in this Deed constitutes a release, waiver or discharge of any obligation of the Guarantor under the Deed of Guarantee.

6 Amendment costs

The Issuer shall reimburse the Guarantor, the Agent and the relevant advisers for the amount of all reasonable and properly incurred out-of-pocket fees, costs and expenses in connection with the negotiation, preparation and execution of this Deed and the implementation of the Amendment.

7 Counterparts

This Deed may be executed in any number of counterparts and by the Parties on separate counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same deed.

8 Law and jurisdiction

8.1 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law, save to the extent that any provision relating to the form, transfer, settlement or other matters governed by Portuguese law under the Instrument is required to be governed by Portuguese law.

8.2 English Courts

The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed.

This Deed has been entered into on the date stated at the beginning of this Deed.

[Signature pages to follow]

Signatories

Issuer

Executed as a Deed by)
HAITONG BANK, S.A.)
)

By: _____

Name:

Title:

By: _____

Name:

Title:

Guarantor

Executed as a Deed by	)
GUOTAI HAITONG SECURITIES CO., LTD.	)
(AS SUCCESSOR TO HAITONG SECURITIES CO., LTD.)	)

By:

BONDHOLDERS, S.L.

Executed as a deed by)
BONDHOLDERS, S.L.)
)

By:

Schedule 1 – Conditions Precedent

1 Noteholder Approval

A certified copy of the Extraordinary Resolution duly passed by the Noteholders at the [meeting held on 26 November 2026 / adjourned meeting held on 14 December 2026][4], together with the minutes of such meeting, confirming that the requisite quorum and majority requirements under Schedule 2 (*Provisions for Meetings of Noteholders*) to the Instrument have been satisfied.

2 Corporate Authorisations

2.1 In respect of the Issuer:

(a) a copy of the relevant corporate authorisation approving the terms of, and the transactions contemplated by, this Deed and authorising the execution, delivery and performance of this Deed; and

(b) evidence of the authority of the person or persons executing this Deed on behalf of the Issuer.

2.2 In respect of the Guarantor:

(a) evidence of the corporate / legal authorisation required under applicable PRC law and the Guarantor's constitutional documents for the Guarantor to approve the Amendment, convene the Noteholder meeting together with the Issuer and enter into this Deed; and

(b) evidence of the authority of the person or persons executing this Deed on behalf of the Guarantor.

3 Transaction documents

3.1 The execution and delivery of this Deed by the Issuer and the Guarantor.

3.2 Delivery to the Agent of a copy of this Deed and the Extraordinary Resolution.

[4] Note: TBC.