



HAITONG BANK, S.A.

Share Capital: € 871,277,660.00

Headquarters: Rua Alexandre Herculano, 38, 1269-180 Lisboa

Registered at Lisbon Commercial Register under number: 501 385 932

**Haitong Bank, S.A. informs on the results of the Noteholders' Meeting
"US\$150,000,000 FIXED RATE SENIOR GUARANTEED NOTES DUE 2027"**

Haitong Bank, S.A. ("Haitong Bank") informs that the Meeting of the holders of the "US\$150,000,000 FIXED RATE SENIOR GUARANTEED NOTES DUE 2027" notes with ISIN code PTESSBOM 0019 (the "Notes") was held today, January 22, 2025. At this meeting, holders of Notes with a principal amount outstanding equal to 70% (seventy per cent) of the principal amount outstanding of the Notes were present or duly represented have taken a Special Quorum Resolution (the "Special Quorum Resolution") to approve the proposal (the "Proposal") with a view to:

1. sanction and approve (and authorise, direct, request and empower the Agent (as defined in the terms and conditions of the Notes – the "Conditions")) to consent to modifications to give effect to the proposed merger (the "Proposed Merger") which will be implemented by Guotai Junan Securities Co., Ltd. merging with the Guarantor by way of absorption and share exchange;
2. irrevocably waive any put right, default, event of default or potential event of default under the Conditions or any breach or potential breach of the Conditions, the deed poll entered into by the Issuer in favour of the Noteholders dated May 31, 2022 (the "Instrument") and the deed of guarantee entered into by the Guarantor in favour of the Noteholders dated May 31, 2022 relating to the Notes (the "Deed of Guarantee") that may have occurred or may occur, directly or indirectly, in connection with, or arising or resulting from the Proposed Merger, whether or not specifically described in the Consent Solicitation Memorandum;
3. sanction and approve (and authorise, direct, request and empower the Agent to consent to modifications to give effect to) the amendment of the definition of "Guarantor" in the

Conditions, the Notes, the Instrument and the Deed of Guarantee to include any corporation into which Haitong Securities Co., Ltd. has merged or amalgamated from time to time (which shall include the Post-Merger Company after the Closing Date);

4. sanction and approve and authorise, direct, request and empower the Issuer and the Guarantor, with effect on and from the date of the Special Quorum Resolution, in order to give effect thereto and to implement the same on or after the passing of the Special Quorum Resolution, to execute a deed of amendment relating to the Instrument and Deed of Guarantee (the "Deed of Amendment") substantially in the forms of the drafts produced at the Meeting to give effect to the modifications, instructions and new agreements and their implementation;

5. acknowledge and agree that the amendments, restatements and/or supplements to the Instrument and the Deed of Guarantee, in each case as implemented by the Deed of Amendment, will become effective from the date of the execution of the Deed of Amendment;

6. authorise, direct, request and empower the Agent to concur in and to execute and do all such other deeds, instruments, acts and things, and to take all steps as may be necessary, desirable or expedient to carry out and give effect to the Special Quorum Resolution and the implementation of the Proposal;

7. sanction and assent to every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders against the Issuer or the Guarantor, whether or not such rights arise under the Agent Appointment Agreement (as defined in the Conditions), the Agency Terms (as defined in the Conditions), the Deed of Guarantee and/or the Instrument, involved in or arising from, resulting from or in connection with, or to be effected by, the waivers, modifications, instructions and new agreements referred to in paragraphs 1 to 6 above; and

8. discharge and exonerate the Agent from all liability to Noteholders for which it may have become or may become responsible or liable under and in connection with, amongst other things, the Instrument, the Agent Appointment Agreement, the Deed of Guarantee, the Conditions or the Notes in respect of any act or omission in connection with the Proposal, the Special Quorum Resolution, the Meeting or the implementation thereto.

The Proposal obtained 525 votes in favour, no votes against nor abstentions, and was therefore approved.



The amendments approved will become effective in the terms and on the dates indicated in the Proposal approved by the Special Quorum Resolution.

Capitalised terms used but not defined in the results of this Meeting notice shall, unless the context otherwise requires, have the meanings set out in the Instrument or the Consent Solicitation Memorandum prepared by the Issuer in connection, *inter alia*, with this Meeting, dated December 23, 2024 (the "**Consent Solicitation Memorandum**"), as applicable.

Lisbon, January 22, 2025

HAITONG BANK, S.A.