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# Seazen GROUP LIMITED

### 新城發展控股有限公司

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 1030)

#### CONTINUING CONNECTED TRANSACTIONS 2023 SEAZEN FRAMEWORK AGREEMENT

#### THE 2023 SEAZEN FRAMEWORK AGREEMENT

As the Group will continue to engage S-Enjoy Group to provide property management services, the 2023 Seazen Framework Agreement was entered into between the Company (through Seazen Holdings) and S-Enjoy Group (through Jiangsu Xinchengyue) on 28 October 2022 (after trading hours) in relation to provision of various services, including property management services by Jiangsu Xinchengyue for a term of one year from 1 January 2023 to 31 December 2023 subject to the Annual Cap of RMB1,350 million.

#### LISTING RULES IMPLICATIONS

As at the date of this announcement, Mr. Wang, a controlling shareholder of the Company, is indirectly holding approximately 68.91% of the equity interests in S-Enjoy Service. Accordingly, Jiangsu Xinchengyue, as a subsidiary of S-Enjoy Service, is an associate of Mr. Wang and a connected person of the Company and the entering into of the 2023 Seazen Framework Agreement and the transactions contemplated thereunder constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

As the highest applicable percentage ratios in respect of the transactions contemplated under the 2023 Seazen Framework Agreement is more than 5%, the transactions contemplated thereunder are subject to the reporting, announcement, annual review and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

#### **GENERAL**

As at the date of the Board meeting, (i) Mr. Wang Xiaosong, the Chairman of the Company, a non-executive Director and the son of Mr. Wang; and (ii) Mr. Lv Xiaoping and Mr. Lu Zhongming, being the non-executive directors of S-Enjoy Service and the executive Directors of the Company, are considered as having a material interest in the transactions under the 2023 Seazen Framework Agreement and have abstained from voting on the Board resolutions approving the relevant agreement and the transactions contemplated thereunder (including the proposed Annual Cap). Save as mentioned above, none of the other Directors has a material interest in the transactions contemplated under the 2023 Seazen Framework Agreement, and therefore, no Director has abstained from voting on approval of the relevant resolutions.

An EGM will be convened and held for, among others, the Independent Shareholders to consider and, if thought fit, to approve the 2023 Seazen Framework Agreement and the transactions contemplated thereunder (including the Annual Cap). An Independent Board Committee comprising the independent non-executive Directors will be formed to advise the Independent Shareholders on the terms of the 2023 Seazen Framework Agreement and the transactions contemplated thereunder (including the Annual Cap).

The Company has appointed Octal Capital Limited as the Independent Financial Adviser for the purpose of advising the Independent Board Committee and the Independent Shareholders on the terms of the 2023 Seazen Framework Agreement and the transactions contemplated thereunder (including the Annual Cap).

A circular containing, among other things, (i) details of the 2023 Seazen Framework Agreement and the transactions contemplated thereunder (including the Annual Cap); (ii) a letter from the Independent Board Committee containing its recommendations to the Independent Shareholders; (iii) a letter from the Independent Financial Adviser appointed to advise the Independent Board Committee and the Independent Shareholders on the terms of the 2023 Seazen Framework Agreement; (iv) a notice of the EGM; and (v) other information required under the Listing Rules, is expected to be despatched to the Shareholders on or before 30 November 2022 so as to allow sufficient time for the preparation of the aforesaid information for inclusion in the circular.

#### **INTRODUCTION**

Reference is made to the announcement of the Company dated 28 October 2021 in relation to the 2022 Services Framework Agreement. The Company will continue to engage S-Enjoy Group to provide various services, including property management services.

#### THE 2023 SEAZEN FRAMEWORK AGREEMENT

As disclosed in the announcement of the Company dated 28 October 2021, the 2022 Services Framework Agreement was entered for the year commencing on 1 January 2022 and ending on 31 December 2022, pursuant to which the Company has engaged S-Enjoy Group (through Jiangsu Xinchengyue) as part of the ordinary and usual course of business to provide property management services. As the 2022 Services Framework Agreement will expire on 31 December 2022, the 2023 Seazen Framework Agreement was entered into between the Company (through Seazen Holdings) and S-Enjoy Group (through Jiangsu Xinchengyue) on 28 October 2022 (after trading hours) in relation to provision of property management services by Jiangsu Xinchengyue for a term of one year from 1 January 2023 to 31 December 2023 subject to the Annual Cap of RMB1,350 million.

The principal terms of the 2023 Seazen Framework Agreement are set out below:

**Date:** 28 October 2022

Parties: (i) Seazen Holdings (as the recipient of services); and

(ii) Jiangsu Xinchengyue (as the service provider).

**Term:** The 2023 Seazen Framework Agreement shall be effective from 1 January 2023 to 31 December 2023 (both days inclusive).

Property Management Services and Valueadded Services: Jiangsu Xinchengyue is commissioned to provide various property management services, including the maintenance, consultancy and inspection services in connection with the development projects of Seazen Holdings. Jiangsu Xinchengyue agrees to provide the following services to Seazen Holdings with the pricing policies and payment terms as briefly listed below:

#### a. Property Management Services

Scope of Services:

Jiangsu Xinchengyue is responsible for providing a wide range of property management services, including maintenance, conservation and management of properties, ancillary facilities and relevant locations, preserving the cleanliness and maintaining order of the relevant areas.

Pricing Policy:

The service fees shall be determined principally by arm's length negotiations according to the principles of fairness and reasonableness by taking into account factors including prevailing market rate with reference to the location of the property, the scope of services, the expected operating costs (including but not limited to labour costs and administrative costs) and historical transaction amounts. The service fees shall not be higher than the guidance price for such property types from the local government. For the vacant properties that have been delivered but not sold by Seazen Holdings or other properties that should be paid by Seazen Holdings for property management service fees according to relevant rules and regulations, Seazen Holdings shall be charged according to the agreement or any other relevant arrangement.

Payment Term:

Payment shall be made annually, halfyearly, quarterly or monthly (as the case may be) pursuant to the relevant terms in the subsidiary agreements to be entered into.

#### **b.** Intelligent Construction Services

Scope of Services:

Jiangsu Xinchengyue will provide engineering and construction services of community intelligence system, e.g., surveillance system, access control system, parking system and indoor smart homes, for the properties developed by Seazen Holdings.

Pricing Policy:

The service fees shall be determined through bidding or quotation and negotiation between both parties based on the equipment and accompanying support materials required by Seazen Holdings and the construction manpower, etc.

Payment Term:

Payment shall be made after the delivery of, the inspection and acceptance of the intelligent construction service pursuant to the subsidiary agreement to be entered into.

#### c. Sales Offices Management Services

Scope of Services: Jiangsu Xinchengyue is responsible

for the cleaning, security and customer services at the sale offices, city exhibition halls, showrooms and clubhouses in the development

projects.

Pricing Policy: The service fees shall be determined

principally by arm's length commercial negotiations according to the principles of fairness and reasonableness by combining factors including nearby active market transaction price and the service cost (including but not limited to labor cost and consumable cost), plus comprehensive factors including reasonable management fees mark-up

and others.

Payment Term: Payment shall be made quarterly or

monthly pursuant to the terms of the subsidiary agreement to be entered

into.

#### d. Property Inspection Services

Scope of Services: Before the delivery of the property projects, Jiangsu Xinchengyue shall

organise inspectors to carry out inspection of the property projects according to the notice of Seazen Holdings. Jiangsu Xinchengyue shall provide quality inspection which involves the inspection of the practical functions and the detailed perception of each residential unit; the outdoor general engineering, including roads, underground garages, community landscape, green plantation and security intelligence system. Jiangsu Xinchengyue will provide feedback based on the inspection results and in accordance to the acceptance standards of project management and inspection

standards of Seazen Holdings to rectify and improve the delivery quality of

Seazen Holdings.

Pricing Policy:

The service fees shall be determined principally by arm's length commercial negotiations according to the principles of fairness and reasonableness based on the active market transaction price and the service cost (including but not limited to labor cost, consumable cost, etc.), plus comprehensive factors including reasonable management fees mark-up and others.

Payment Term:

Payment shall be made within one month after the delivery of property inspection services pursuant to the subsidiary agreement to be entered into.

#### e. Property Preliminary Stage Consultancy Services

Scope of Services:

Preliminary stage of property development projects: Jiangsu Xinchengyue will provide advice including marketing strategy, property design and on the improvement of property services in areas involving engineering, procurement, design and other professional areas.

Pre-delivery risk assessment: Jiangsu Xinchengyue will conduct on-site risk assessment and assess the progress of construction. The risk assessment mainly includes: (1) safety (entrance and exit design, security intelligence system, fire facilities and equipment, road traffic signs, etc.); (2) engineering (elevator, power system, drainage, fire protection system, intelligence system, children's fitness facilities, lighting, lightning protection, equipment room, technical information, etc.); (3) landscape (trees, shrubs and vegetation, lawn, water collection points, dumpster placement points, road flooring, etc.).

Preparation work for pre-delivery: Jiangsu Xinchengyue will set up project team for project service and management plan optimisation, staff recruitment, initial identification of project manager, training of service personnel at all levels, clothing procurement, participation in pre-delivery risk assessment and propose rectification, material production and various preparatory work before delivery. Jiangsu Xinchengyue will coordinate and communicate with Seazen Holdings before delivery.

Pricing Policy:

The service fees shall be determined principally by arm's length commercial negotiations according to the principles of fairness and reasonableness based on the active market transaction price and the cost for provision of services.

Payment Term:

Lump sum payment within three months after the delivery of properties of the relevant development project.

#### f. Parking Lot Sales Services

Scope of Services:

Jiangsu Xinchengyue will provide sales agency and underwriting services in relation to parking lot developed by Seazen Holdings. Pricing Policy:

The service fees shall be determined principally by arm's length commercial negotiations according to the principles of fairness and reasonableness by taking into account factors including local market in the parking agent sales industry. Jiangsu Xinchengyue will either (i) charge a certain percentage of commission out of the sales income; or (ii) pay a certain underwriting deposits and therefore receive a discount (the specific discount will be determined by the prevailing market rate for similar transactions in the local market) on the price of the parking space sold by the Company and charge the gap between such discounted price and the final selling price as service fees.

Payment Term:

Payment shall be made quarterly pursuant to the terms of the subsidiary agreement to be entered into.

## g. Property Maintenance and Management Services during the Warranty Period

Scope of Services:

Jiangsu Xinchengyue will provide property maintenance and management services during the warranty period after the delivery of properties developed by Seazen Holdings and to solve the housing quality issues for homeowners.

Pricing Policy:

The service fees shall be determined principally by arm's length commercial negotiations according to the principles of fairness and reasonableness based on factors including the cost of professional personnel and management costs for the services provided by Jiangsu Xinchengyue.

Payment Term:

Payment shall be made quarterly pursuant to the terms of the subsidiary agreement to be entered into.

#### h. Elevator Installation and Maintenance Services

Scope of Services: Seazen Holdings has entrusted Jiangsu

Xinchengyue to carry out elevator installation services in its property development projects, and to provide maintenance services for the elevators in some of the properties under its

management.

Pricing Policy: The price shall be determined by Seazen

Holdings and Jiangsu Xinchengyue based on the active market transaction price and the service cost of Jiangsu Xinchengyue (including but not limited to labor cost, consumable cost, etc.)

through negotiation.

Payment Term: Payment shall be made according

to the method agreed in the specific construction contract. Generally a part of the payment shall be made upon commencement of construction, and the rest shall be paid according to the final amount after the completion of the construction and the acceptance of the project by Seazen Holdings. The payment for elevator maintenance service shall be settled quarterly according to the service contract.

i. On-site Event Planning and Layout Services

Scope of Services: Seazen Holdings has entrusted Jiangsu

Xinchengyue to conduct on-site event planning and layout services for its

property development project.

Pricing Policy: The price shall be determined by Seazen

Holdings and Jiangsu Xinchengyue based on the active market transaction price and the service cost of Jiangsu Xinchengyue (including but not limited to labor cost, consumable cost, etc.)

through negotiation.

Payment Term:

Payment shall be made in accordance with the specific site service commission contract, and the settlement shall be made based on the service quality within 1 month after the completion of the services.

#### j. Miscellaneous Entrustment Services

Scope of Services: Jiangsu Xinchengyue will provide

miscellaneous entrustment service in relation to development projects

organized by Seazen Holdings.

Pricing Policy: The service fees shall be determined

principally by arm's length commercial negotiations according to the principles of fairness and reasonableness by taking into account factors including locations of the development projects, the operational costs (including labour costs and material costs, if applicable) with reference to the fees for similar services and similar type of development projects in the market

from time to time (if available).

Payment Term: Payment shall be made generally

after the end of provision of services pursuant to the specific terms of the temporary subsidiary agreement to be

entered into.

**Subsidiary Agreement(s):** 

For each development project of Seazen Holdings which requires the property management services under the 2023 Seazen Framework Agreement, Seazen Holdings and Jiangsu Xinchengyue will (directly or through their respective subsidiaries) enter into subsidiary agreements setting out the specific scopes of services required and amount of fees payable in conformity with the principles (including the pricing policy mentioned above) set out in the 2023 Seazen Framework Agreement.

All transactions contemplated under the 2023 Seazen Framework Agreement shall be conducted on normal commercial terms and negotiated on arm's length basis. It is agreed that the terms offered by Jiangsu Xinchengyue to Seazen Holdings should not be less favorable than those offered to other parties for similar services.

## Annual Cap and Its Basis:

The Annual Cap of the service fees under the 2023 Seazen Framework Agreement for the year ending 31 December 2023 shall not exceed RMB1,350 million. The service fees are expected to be satisfied by the internal resources of the Group.

The Annual Cap is determined with reference to, among others, the following factors:

- (1) the aggregate amount of approximately RMB949 million settled by Seazen Holdings for property management services and value-added services for the nine months ended 30 September 2022;
- (2) the Group's total contracted sales area of approximately 9.52 million square meters for the nine months ended 30 September 2022;
- (3) the expected sales scale, area and number of the Group's property projects to be managed by Jiangsu Xinchengyue, as well as the pre-sale and deliver time of such property projects; and
- (4) the estimated demand of the Group for property management services and the price charged by such services.

## HISTORICAL TRANSACTION AMOUNTS UNDER THE 2022 SERVICES FRAMEWORK AGREEMENT

The historical transaction amount that the Group settled with S-Enjoy Group (through Jiangsu Xinchengyue) for the property management services for the nine months ended 30 September 2022 was approximately RMB949 million. The annual cap under the 2022 Services Framework Agreement for the year ending 31 December 2022 is RMB1,650 million.

## REASONS FOR AND BENEFITS OF ENTERING INTO THE 2023 SEAZEN FRAMEWORK AGREEMENT

S-Enjoy Group is an experienced property management services provider in the PRC. S-Enjoy Service, through its subsidiaries including Jiangsu Xinchengyue, has managed many property projects across a number of Chinese cities, including Shanghai, Nanjing, Changzhou, Wuxi and Suzhou. The Board believes that the experiences of S-Enjoy Group shall provide reliable support to the Group's expansion of property development business.

The 2023 Seazen Framework Agreement hence represents a stable and trusted business relationship which Seazen Holdings can leverage to achieve its business objectives.

Each of the Directors (excluding the independent non-executive Directors whose opinion will be included in the letter of advice from the Independent Board Committee which forms part of the circular in respect of the transactions contemplated under the 2023 Seazen Framework Agreement to be despatched to the Shareholders after taking into account the advice from the Independent Financial Adviser) is of the view that the 2023 Seazen Framework Agreement is entered into on an arm's length basis, on normal commercial terms and in the usual and ordinary course of business of the Group. The transactions contemplated under the 2023 Seazen Framework Agreement are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

#### INTERNAL CONTROL MEASURES

In order to ensure that the terms of the property management services provided by Jiangsu Xinchengyue are not less favourable than those available from independent third parties, the Group has adopted the following measures:

- (i) the pricing policy for all the continuing connected transactions of the Group will be supervised and monitored by the management and relevant personnel of the Group to ensure the relevant continuing connected transactions are conducted on normal commercial terms and will not be prejudicial to the interests of the Company and its Shareholders as a whole:
- (ii) before entering into any subsidiary agreement in connection with the 2023 Seazen Framework Agreement, the management and relevant personnel of the Group will compare a preliminary quotation based on the pricing policy as described above with those provided by independent third parties (if any) and market quotations for comparable services, so as to ensure that the service fees of the property management services and other value-added services contemplated under the 2023 Seazen Framework Agreement are fair and reasonable;
- (iii) as part of the internal control procedures, the implementation of the 2023 Seazen Framework Agreement and the actual number and amount of services provided by Jiangsu Xinchengyue will be monitored and reviewed by the Board (including the independent non-executive Directors) and the senior management on a regular basis, with reference to terms of similar transactions with the independent third parties, and the senior management will monitor and ensure the actual transaction amount does not exceed the Annual Cap;
- (iv) the Director(s) and/or the Shareholder(s) with an interest in the relevant transaction(s) shall abstain from voting in respect of the resolution(s);
- (v) the Group shall use the best endeavour to comply with the relevant reporting, annual review, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules for the continuing connected transactions;

- (vi) the Company will engage its external auditor to review the transactions between the Group and Jiangsu Xinchengyue under the 2023 Seazen Framework Agreement, to ensure that the transactions amount are within the Annual Cap and the transactions are conducted in accordance with the terms set out in the 2023 Seazen Framework Agreement and the Listing Rules; and
- (vii) the Group will duly disclose in the annual reports and accounts the transactions of provision of property services by Jiangsu Xinchengyue during each financial period, together with the conclusions (with basis) drawn by the independent non-executive Directors whether the transactions are conducted in the ordinary and usual course of business of the Group, on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

#### INFORMATION ON THE GROUP AND JIANGSU XINCHENGYUE

Seazen Holdings is a subsidiary of the Company with its A shares listed on the SSE (stock code: 601155). The principal activities of the Group and Seazen Holdings are property development, property investment and commercial property management in the PRC.

S-Enjoy Service is a company listed on the Stock Exchange (stock code: 1755) and is an experienced property management services provider in the PRC engaging in the provision of property management services, such as property and equipment maintenance, security services, cleaning services, gardening services and public area maintenances. Jiangsu Xinchengyue is one of the principal subsidiaries of S-Enjoy Service providing the same business.

#### LISTING RULES IMPLICATIONS

As at the date of this announcement, Mr. Wang, a controlling shareholder of the Company, is indirectly holding approximately 68.91% of the equity interests in S-Enjoy Service. Accordingly, Jiangsu Xinchengyue, as a subsidiary of S-Enjoy Service, is an associate of Mr. Wang and a connected person of the Company and the entering into of the 2023 Seazen Framework Agreement and the transactions contemplated thereunder constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

As the highest applicable percentage ratios in respect of the transactions contemplated under the 2023 Seazen Framework Agreement is more than 5%, the transactions contemplated thereunder are subject to the reporting, announcement, annual review and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

#### **GENERAL**

As at the date of the Board meeting, (i) Mr. Wang Xiaosong, the Chairman of the Company, a non-executive Director and the son of Mr. Wang; and (ii) Mr. Lv Xiaoping and Mr. Lu Zhongming, being the non-executive directors of S-Enjoy Service and the executive Directors of the Company, are considered as having a material interest in the transactions under the 2023 Seazen Framework Agreement and have abstained from voting on the Board resolutions approving the relevant agreement and the transactions contemplated thereunder (including the proposed Annual Cap). Save as mentioned above, none of the other Directors has a material interest in the transactions contemplated under the 2023 Seazen Framework Agreement, and therefore, no Director has abstained from voting on approval of the relevant resolutions.

An EGM will be convened and held for, among others, the Independent Shareholders to consider and, if thought fit, to approve the 2023 Seazen Framework Agreement and the transactions contemplated thereunder (including the Annual Cap). An Independent Board Committee comprising the independent non-executive Directors will be formed to advise the Independent Shareholders on the terms of the 2023 Seazen Framework Agreement and the transactions contemplated thereunder (including the Annual Cap).

The Company has appointed Octal Capital Limited as the Independent Financial Adviser for the purpose of advising the Independent Board Committee and the Independent Shareholders on the terms of the 2023 Seazen Framework Agreement and the transactions contemplated thereunder (including the Annual Cap).

A circular containing, among other things, (i) details of the 2023 Seazen Framework Agreement and the transactions contemplated thereunder (including the Annual Cap); (ii) a letter from the Independent Board Committee containing its recommendations to the Independent Shareholders; (iii) a letter from the Independent Financial Adviser appointed to advise the Independent Board Committee and the Independent Shareholders on the terms of the 2023 Seazen Framework Agreement; (iv) a notice of the EGM; and (v) other information required under the Listing Rules, is expected to be despatched to the Shareholders on or before 30 November 2022 so as to allow sufficient time for the preparation of the aforesaid information for inclusion in the circular.

#### **DEFINITIONS**

In this announcement, unless the context otherwise requires, the following expressions have the following meanings:

"2022 Services Framework Agreement"

the services framework agreement dated 28 October 2021 entered into between Seazen Holdings and Jiangsu Xinchengyue in relation to the provision of property management service and value-added services for the property projects of Seazen Holdings;

"2023 Seazen Framework Agreement"

the services framework agreement dated 28 October 2022 entered into between Seazen Holdings and Jiangsu Xinchengyue in relation to the provision of property management service and value-added services for the property projects of Seazen Holdings;

"Annual Cap"

the annual cap of RMB1,350 million for the service fees under the 2023 Seazen Framework Agreement;

"associate(s)"

has the meaning ascribed to it in the Listing Rules;

"Board"

the board of Directors;

"Company"

Seazen Group Limited (新城發展控股有限公司), a company incorporated in the Cayman Islands with limited liability whose shares are listed on the Main Board of the Stock Exchange;

"connected person(s)"

has the meaning ascribed to it under the Listing Rules;

"controlling shareholder"

has the meaning ascribed to it under the Listing Rules;

"Director(s)"

director(s) of the Company;

"EGM"

the extraordinary general meeting of the Company to be convened for the Independent Shareholders to consider and, if thought fit, approve the 2023 Seazen Framework Agreement and the transactions contemplated thereunder;

"Group"

the Company and its subsidiaries;

"Hong Kong"

the Hong Kong Special Administrative Region of the PRC;

"Independent Board Committee" a board of committee, comprising the independent nonexecutive Directors, to be established to advise the Independent Shareholders in respect of the continuing connected transactions contemplated under the 2023 Seazen Framework Agreement and the Annual Cap;

"Independent Financial Adviser"

Octal Capital Limited, a licensed corporation to carry on Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), and the independent financial adviser appointed to advise the Independent Board Committee and the Independent Shareholders in respect of the 2023 Seazen Framework Agreement and the transactions contemplated thereunder (including the Annual Cap);

"Independent Shareholders"

all Shareholders, other than Mr. Wang and his associates, and all other Shareholders interested in the 2023 Seazen

Framework Agreement:

"Independent Third Party(ies)"

third party(ies) independent of the Company and are not a

connected person of the Company;

"Jiangsu Xinchengyue"

Jiangsu Xinchengyue Holdings Company Limited\* (江蘇 新城悦控股有限公司), a company established in the PRC with limited liability. It is a subsidiary of S-Enjoy Service

and a connected person of the Company;

"Listing Rules"

the Rules Governing the Listing of Securities on the Stock

Exchange;

"Mr. Wang"

Mr. Wang Zhenhua, a controlling shareholder of the

Company;

"PRC"

The People's Republic of China;

"RMB"

Renminbi, the lawful currency of the PRC;

"S-Enjoy Group"

S-Enjoy Service and its subsidiaries;

"S-Enjoy Service"

S-Enjoy Service Group Co., Limited (新城悦服務集團 有限公司), a company incorporated under the laws of the Cayman Islands with limited liability whose shares are listed on the Stock Exchange (stock code: 1755). It is indirectly owned as to approximately 68.91% by Mr. Wang and therefore a connected person of the Company;

"Seazen Holdings"

Seazen Holdings Co., Ltd.\* (新城控股集團股份有限公司). a subsidiary of the Company with its A shares listed on the

SSE (stock code: 601155);

"Share(s)"

ordinary share(s) in the share capital of the Company with a

par value of HK\$0.001 each;

"Shareholder(s)"

the holder(s) of the shares;

"SSE"

Shanghai Stock Exchange;

"Stock Exchange"
The Stock Exchange of Hong Kong Limited; and
"%"
per cent.

By order of the Board
Seazen Group Limited
Wang Xiaosong
Chairman

The PRC, 28 October 2022

As at the date of this announcement, the Directors are Mr. Lv Xiaoping and Mr. Lu Zhongming as executive Directors, Mr. Wang Xiaosong, Mr. Qu Dejun and Mr. Zhang Shengman as non-executive Directors and Mr. Chen Huakang, Mr. Zhu Zengjin and Mr. Zhong Wei as independent non-executive Directors.

\* For identification purpose only