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## CHINA FINANCIAL INTERNATIONAL INVESTMENTS LIMITED

中國金融國際投資有限公司

*(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)*

(Stock Code: 721)

### NOTICE OF SPECIAL GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that the special general meeting (the “**SGM**”) of China Financial International Investments Limited (the “**Company**”) will be held at 10:00 a.m. on Friday, 29 May 2026 at Suite 2001, 20th Floor, Tower 1, The Gateway, Harbour City, Kowloon, Hong Kong to consider and, if thought fit, passing, with or without modifications, the following resolutions as ordinary resolutions of the Company:

#### ORDINARY RESOLUTIONS

1. “**THAT** subject to the satisfaction of the conditions set out in the Letter from the Board under the heading “Conditions and expected effective date of the Share Consolidation” in the circular of the Company dated 12 May 2026, with effect from the second business day immediately following the date on which this resolution is passed:
  - (a) every five (5) issued and unissued ordinary shares of the Company of a par value of HK\$0.01 each (the “**Existing Share(s)**”) in the share capital of the Company be consolidated into one (1) ordinary share with a par value of HK\$0.05 each (each a “**Consolidated Share**”) (the “**Share Consolidation**”), and such Consolidated Shares shall rank *pari passu* in all respects with each other and have the rights and privileges and be subject to the restrictions contained in the memorandum of association and articles of association of the Company;
  - (b) all fractional Consolidated Shares arising from the Share Consolidation, if any, will be disregarded and will not be issued to the shareholders of the Company but all such fractional Consolidated Shares will be aggregated and, if possible, sold for the benefits of the Company in such manner and on such terms as the directors of the Company (the “**Directors**”) may think fit;

- (c) immediately following the Share Consolidation, the authorised share capital of the Company be changed from HK\$300,000,000 divided into 30,000,000,000 Existing Shares to HK\$300,000,000 divided into 6,000,000,000 Consolidated Shares; and
- (d) any one of the Directors be and is hereby authorised to do all such acts and things, to sign and execute such documents or agreements on behalf of the Company and to do such other things and to take all such actions as he/she considers necessary, appropriate, desirable and expedient for the purposes of implementing and giving effect to or in connection with the Share Consolidation.”

2. **“THAT:**

Subject to and conditional upon the Share Consolidation having become effective,

- (a) the share subscription agreement (the **“Share Subscription Agreement”**) dated 11 March 2026 (as amended by the share subscription supplemental agreement dated 7 May 2026 (the **“Share Subscription Supplemental Agreement”**) and entered into between the Company as issuer and Phancy International Limited as the subscriber (the **“Subscriber”**) in relation to, among others, the subscription of 2,194,326,806 Existing Shares (equivalent to 438,865,361 Consolidated Shares upon the Share Consolidation becoming effective) (the **“Subscription Shares”**) at the subscription price of HK\$0.04 per Existing Share (equivalent to HK\$0.20 per Consolidated Share upon the Share Consolidation becoming effective), and the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;
- (b) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited (the **“Stock Exchange”**) granting the approval for the listing of, and permission to deal in, the Subscription Shares, a specific mandate be and is hereby granted to the Directors to allot and issue the Subscription Shares in accordance with the terms and conditions of the Share Subscription Agreement (as amended by the Share Subscription Supplemental Agreement); and
- (c) any Director be and is hereby authorised to do all such acts and things and execute all such documents and take all such actions as he or she considers necessary, appropriate, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the Share Subscription Agreement (as amended by the Share Subscription Supplemental Agreement) and the transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and to agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith.”

3. **“THAT:**

Subject to and conditional upon the Share Consolidation having become effective,

- (a) the warrant subscription agreement (the **“Warrant Subscription Agreement I”**) dated 11 March 2026 (as amended by the warrant subscription supplemental agreement dated 7 May 2026 (the **“Warrant Subscription Supplemental Agreement I”**) and entered into between the Company as issuer and Phancy International Limited as the warrants subscriber (the **“Warrant Subscriber I”**) in relation to the subscription of 1,601,532,559 warrants (equivalent to 320,306,512 adjusted warrants upon the Share Consolidation becoming effective) (the **“Subscriber I Warrants”**) at the issue price of HK\$0.005 per warrant (equivalent to HK\$0.025 per adjusted warrant upon the Share Consolidation becoming effective), and the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;
- (b) the creation and issue of the Warrants by the Company in accordance with the terms and conditions of the Warrant Subscription Agreement I and the instrument of the Subscriber I Warrants be and is hereby approved;
- (c) subject to and conditional upon, among other things, the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the shares of the Company to be allotted and issued upon exercise of the subscription rights attaching to the Subscriber I Warrants (the **“Subscriber I Warrant Shares”**), a specific mandate be and is hereby granted to the Directors to exercise the powers of the Company to allot and issue the Subscriber I Warrant Shares at the initial exercise price of HK\$0.058 per Existing Share (equivalent to HK\$0.29 per Consolidated Share upon the Share Consolidation becoming effective) (subject to adjustments in accordance with the terms and conditions of the Subscriber I Warrants) upon the exercise of the subscription rights attaching to the Subscriber I Warrants in accordance with the terms and conditions of the Subscriber I Warrants; and
- (d) any Director be and is hereby authorised to do all such further things and acts and execute all such further documents and take all such steps which he or she considers necessary, appropriate desirable or expedient to implement and give effect to any matters relating to or in connection with Warrant Subscription Agreement I (as amended by the Warrant Subscription Supplemental Agreement I) and the transactions contemplated thereunder and all other matters incidental thereto or in connection therewith and to agree to and make such variations, amendments and waivers of any of the matters relating thereto or in connection therewith.”

4. **“THAT:**

Subject to and conditional upon the Share Consolidation having become effective,

- (a) the warrant subscription agreement (the **“Warrant Subscription Agreement II”**) dated 11 March 2026 (as amended by the warrant subscription supplemental agreement dated 7 May 2026 (the **“Warrant Subscription Supplemental Agreement II”**)) and entered into between the Company as issuer and Mr. Huang Shiyong as the warrants subscriber (the **“Warrant Subscriber II”**) in relation to the subscription of 600,000,000 warrants (equivalent to 120,000,000 adjusted warrants upon the Share Consolidation becoming effective) (the **“Subscriber II Warrants”**) at the issue price of HK\$0.005 per warrant (equivalent to HK\$0.025 per adjusted warrant upon the Share Consolidation becoming effective), and the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;
- (b) the creation and issue of the Warrants by the Company in accordance with the terms and conditions of the Warrant Subscription Agreement II and the instrument of the Subscriber II Warrants be and is hereby approved;
- (c) subject to and conditional upon, among other things, the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the shares of the Company to be allotted and issued upon exercise of the subscription rights attaching to the Subscriber II Warrants (the **“Subscriber II Warrant Shares”**), a specific mandate be and is hereby granted to the Directors to exercise the powers of the Company to allot and issue the Subscriber II Warrant Shares at the initial exercise price of HK\$0.058 per Existing Share (equivalent to HK\$0.29 per Consolidated Share upon the Share Consolidation becoming effective) (subject to adjustments in accordance with the term and conditions of the Subscriber II Warrants) upon the exercise of the subscription rights attaching to the Subscriber II Warrants in accordance with the terms and conditions of the Subscriber II Warrants; and
- (d) any Director be and is hereby authorised to do all such further things and acts and execute all such further documents and take all such steps which he or she considers necessary, appropriate desirable or expedient to implement and give effect to any matters relating to or in connection with Warrant Subscription Agreement II (as amended by the Warrant Subscription Supplemental Agreement II) and the transactions contemplated thereunder and all other matters incidental thereto or in connection therewith and to agree to and make such variations, amendments and waivers of any of the matters relating thereto or in connection therewith.”

5. **“THAT:**

Subject to and conditional upon the Share Consolidation having become effective,

- (a) the warrant subscription agreement (the **“Warrant Subscription Agreement III”**) dated 11 March 2026 (as amended by the warrant subscription supplemental agreement dated 7 May 2026 (the **“Warrant Subscription Supplemental Agreement III”**) and entered into between the Company as issuer and Mr. Liu Yongxing as the warrants subscriber (the **“Warrant Subscriber III”**) in relation to the subscription of 300,000,000 warrants (equivalent to 60,000,000 adjusted warrants upon the Share Consolidation becoming effective) (the **“Subscriber III Warrants”**) at the issue price of HK\$0.005 per warrant (equivalent to HK\$0.025 per adjusted warrant upon the Share Consolidation becoming effective), and the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;
- (b) the creation and issue of the Warrants by the Company in accordance with the terms and conditions of the Warrant Subscription Agreement III and the instrument of the Subscriber III Warrants be and is hereby approved;
- (c) subject to and conditional upon, among other things, the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the shares of the Company to be allotted and issued upon exercise of the subscription rights attaching to the Subscriber III Warrants (the **“Subscriber III Warrant Shares”**), a specific mandate be and is hereby granted to the Directors to exercise the powers of the Company to allot and issue the Subscriber III Warrant Shares at the initial exercise price of HK\$0.058 per Existing Share (equivalent to HK\$0.29 per Consolidated Share upon the Share Consolidation becoming effective) (subject to adjustments in accordance with the term and conditions of the Subscriber III Warrants) upon the exercise of the subscription rights attaching to the Subscriber III Warrants in accordance with the terms and conditions of the Subscriber III Warrants; and
- (d) any Director be and is hereby authorised to do all such further things and acts and execute all such further documents and take all such steps which he or she considers necessary, appropriate desirable or expedient to implement and give effect to any matters relating to or in connection with Warrant Subscription Agreement III (as amended by the Warrant Subscription Supplemental Agreement III) and the transactions contemplated thereunder and all other matters incidental thereto or in connection therewith and to agree to and make such variations, amendments and waivers of any of the matters relating thereto or in connection therewith.”

By Order of the Board

**Du Lin Dong**

*Executive Director and Chief Executive Officer*

Hong Kong, 12 May 2026

*Notes:*

1. All resolutions at the SGM will be taken by poll pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and the results of the poll will be published on the websites of The Stock Exchange of Hong Kong Limited and the Company in accordance with the Listing Rules.
2. For ascertaining the entitlement to attend and vote at the SGM, the register of members of the Company will be closed from Tuesday, 26 May 2026 to Friday, 29 May 2026, both days inclusive, during which period no transfer of the shares of the Company will be registered. The record date for ascertaining shareholders’ eligibility to participate in and vote at the SGM will be Friday, 29 May 2026. In order to qualify for the entitlement to attend and vote at the SGM, all transfer of the shares of the Company accompanied by the relevant share certificates must be lodged with the Company’s share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong by 4:30 p.m. on Friday, 22 May 2026.
3. Any shareholder of the Company entitled to attend and vote at the SGM shall be entitled to appoint another person as his proxy to attend and vote instead of him. A member who is the holder of two or more shares of the Company may appoint more than one proxy to attend on the same occasion. A proxy need not be a shareholder of the Company. On a poll, votes may be given either personally or by a duly authorised corporate representative or by proxy.
4. The form of proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised.
5. The form of proxy and (if required by the board of Directors) the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority shall be delivered to the Company’s share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong by 10:00 a.m. on Wednesday, 27 May 2026 or not less than 48 hours before the time appointed for holding any adjourned meeting.
6. No form of proxy shall be valid after the expiration of twelve (12) months from the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in a case where the SGM was originally held within twelve (12) months from such date.
7. Where there are joint registered holders of any share of the Company, any one of such persons may vote at the SGM, either personally or by proxy, in respect of such share as if he/she were solely entitled thereto; but if more than one of such joint holders be present at the SGM personally or by proxy, that one of the said persons so present whose name stands first on the register in respect of such share shall alone be entitled to vote in respect thereof.
8. Delivery of a form of proxy shall not preclude a shareholder of the Company from attending and voting in person at the SGM or any adjournment thereof or upon the poll concerned, and in such event, the form of proxy should be deemed to be revoked.
9. If typhoon signal no. 8 or above remains hoisted or a black rainstorm warning signal is in force at 9:00 a.m. on the date of the SGM, the SGM will be postponed or adjourned. The Company will post an announcement on the website of the Company at <http://www.irasia.com/listco/hk/cfii> and on the HKEXnews website of the Stock Exchange at <http://www.hkexnews.hk> to notify the Company’s shareholders of the date, time and place of the re-scheduled meeting.

10. The SGM will be held as scheduled when an amber or a red rainstorm warning signal is in force. The shareholders of the Company should make their own decision as to whether they would attend the SGM under the bad weather conditions bearing in mind their own situation and if they should choose to do so, they are advised to exercise care and caution.

*As at the date of this notice, the executive Director is Mr. Du Lin Dong; the non-executive Directors are Mr. Liu Xiaodong (chairman) and Ms. Li Hongxi; and the independent non-executive Directors are Mr. Zong Shijian, Mr. Lu Lin and Mr. Liu Xiaohong.*