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FY FINANCIAL (SHENZHEN) CO., LTD.

富銀融資租賃(深圳)股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock code: 8452)

DISCLOSEABLE TRANSACTION IN RELATION TO THE FACTORING AGREEMENT

THE FACTORING AGREEMENT

On 22 December 2023, the Company entered into the Factoring Agreement with Beijing Zhisheng, pursuant to which the Company has agreed to provide accounts receivable factoring service for Beijing Zhisheng with a factoring principal amount of up to RMB28,000,000, in return for (i) factoring interest income; and (ii) transfer of the legal title of accounts receivables created in the ordinary and usual course of business of Beijing Zhisheng with its customer(s) (i.e. debtor(s) of Beijing Zhisheng) from Beijing Zhisheng to the Company.

IMPLICATIONS UNDER THE GEM LISTING RULES

As one or more of the applicable percentage ratios (as defined in the GEM Listing Rules) in respect of the transaction contemplated under the Factoring Agreement exceed 5% but all of which are less than 25%, the transaction constitutes a discloseable transaction for the Company under Chapter 19 of the GEM Listing Rules and is subject to the notification and announcement requirements under Chapter 19 of the GEM Listing Rules.

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If there is any event of default of the terms of the Factoring Agreement, the Company may exercise its right of recourse and demand for repurchase of the accounts receivables by Beijing Zhisheng. In such event, Beijing Zhisheng shall be liable to pay the factoring expenses, default compensation and the outstanding factoring principal amount to the Company.

The principal terms of the Factoring Agreement are set out as follows:

Date of agreement:	22 December 2023
Parties:	the Company (as factor) Beijing Zhisheng (as seller)
Type of facility:	One-off and with recourse
Financing term:	22 December 2023 to 21 December 2024 (or the date on which the factoring principal amount and factoring expenses are fully settled, whichever is the later).
Transfer of accounts receivables:	Subject to the terms and conditions of the Factoring Agreement, the accounts receivables of Beijing Zhisheng as referred to in the underlying transaction documents entered into between the parties pursuant to the Factoring Agreement shall be assigned to the Company.

Factoring principal amount: A maximum amount of up to RMB28,000,000 (the “**Factoring Limit**”).

The factoring principal amount will be calculated by the aggregate amount of accounts receivables to be assigned to the Company times the factoring ratio in accordance with the terms of the Factoring Agreement and, in any event, shall not exceed the Factoring Limit.

Payment of factoring principal amount: Subject to the satisfaction of the terms and conditions as set out in the Factoring Agreement, the Company shall pay the factoring principal amount to Beijing Zhisheng. The payment shall represent the accounts receivables being assigned to the Company times the factor ratio, in accordance with the terms of such agreement and, in any event, shall not exceed the Factoring Limit.

Factoring ratio: The factoring ratio, which represents the ratio of the maximum factoring principal amount to the accounts receivables being assigned, under the Factoring Agreement shall not exceed 85%.

Factoring interest: The factoring interest shall be calculated based on the following formula:

$$(A \times B) \div 360 \times C$$

A = the outstanding balance of the factoring principal amount

B = the interest rate of 10% per annum

C = the actual number of days of the advancement

The factoring interest under the Factoring Agreement shall be payable by Beijing Zhisheng to the Company on a monthly basis pursuant to the terms of the Factoring Agreement and the underlying transaction documents entered into between the parties pursuant to the Factoring Agreement.

Repayment of the factoring principal amount:	The factoring principal amount is repayable in full on or before 21 December 2024 pursuant to the terms and conditions of the Factoring Agreement and the underlying transaction documents entered into between the parties pursuant to the Factoring Agreement.
Factoring expenses:	The factoring expenses comprise (i) the factoring interest; (ii) the default interest in respect of the outstanding factoring principal amount and the factoring interest due but not repaid; and (iii) other expenses incurred by the Company in the course of rendering the accounts receivable factoring services and shall be payable by Beijing Zhisheng pursuant to the terms of the Factoring Agreement.
Repurchase:	<p>The Company shall be entitled to demand Beijing Zhisheng to immediately and unconditionally repurchase the outstanding amount of accounts receivables being transferred to the Company, repay the outstanding factoring principal amount and pay the factoring expenses in the event that any of the triggering events as stipulated in the Factoring Agreement occurs, including but not limited to the following major triggering events:</p> <ul style="list-style-type: none"> <li data-bbox="528 1102 1449 1176">(i) Beijing Zhisheng has commercial dispute with its debtor(s) in respect of the underlying contract(s); <li data-bbox="528 1236 1449 1400">(ii) the Company being unable to receive the timely payment in full of the accounts receivables by the debtor(s) of Beijing Zhisheng as a result of the credit risk of the debtor(s) of Beijing Zhisheng; <li data-bbox="528 1459 1449 1581">(iii) Beijing Zhisheng waiving or offsetting the payment of the accounts receivables transferred to the Company without giving notice to the Company; <li data-bbox="528 1640 1449 1940">(iv) the debtor(s) of Beijing Zhisheng being merged, divided, reorganised, the assets of the debtor(s) of Beijing Zhisheng being transferred, the fund of the debtor(s) of Beijing Zhisheng being misappropriated, the business operation of the debtor(s) of Beijing Zhisheng being ceased or suspended, etc., which has adverse effect to the repayment of the accounts receivables;

- (v) the debtor(s) of Beijing Zhisheng being involved or possibly involved in any major economic dispute, litigation or arbitration;
- (vi) the debtor(s) of Beijing Zhisheng selling, leasing, transferring or otherwise disposing of its major assets, or the entire or substantial part of its assets; and
- (vii) such other circumstances which the Company deems appropriate for Beijing Zhisheng to repurchase the outstanding amount of the accounts receivables.

Guarantee: Mr. Chen Youxin (陳友新) entered into a guarantee in favour of the Company in respect of all debt payable by Beijing Zhisheng to the Company under the Factoring Agreement.

The provision of factoring facility by the Company under the Factoring Agreement will be financed by the internal resources of the Group.

REASONS FOR AND BENEFITS OF THE TRANSACTION

The Factoring Agreement would enable the Group to earn factoring interest income. The terms of the Factoring Agreement were agreed between the Company and Beijing Zhisheng after arm's length negotiations between the parties and are on normal commercial terms with reference to other comparable transactions the Group conducted with Independent Third Parties, the lending capacity of the Company, the credit assessment on Beijing Zhisheng and the outstanding amount of accounts receivables to be assigned to the Company by Beijing Zhisheng.

Adopting the Company's prudent approach in selecting factoring customers, the Company has critically assessed the quality of the accounts receivable of Beijing Zhisheng by considering the background of its debtors, their repayment history and their financial position. The Company took into consideration that the Factoring Agreement is with recourse and with a guarantee provided by the guarantor, Mr. Chen Youxin (陳友新), on which the Company performed a credit assessment with satisfactory results. After applying the set of criteria the Group uses to assess the likelihood of repayment by the borrower and the collectability of principal and interest, the Company considers the credit assessment of Beijing Zhisheng to be satisfactory, and that the credit risk on the Factoring Agreement is relatively low.

As the provision of factoring services is one of the Group's principal businesses, the Directors consider that the entering into of the Factoring Agreement is in the ordinary and usual course of business of the Company and will generate revenue and cashflow stream from the factoring interest received.

In view of the above, the Directors are of the view that the terms of the Factoring Agreement are fair and reasonable and are in the interest of the Company and the Shareholders as a whole.

INFORMATION ON THE GROUP

The Group is principally engaged in the provision of finance leasing, factoring, advisory services and customer referral services, the supply of medical equipment, 5G base station business and energy storage business in the PRC.

INFORMATION ON BEIJING ZHISHENG

Beijing Zhisheng is a company established in the PRC with limited liability and principally engaged in architectural decoration and construction. Based on public information available, as at the date of this announcement, Beijing Zhisheng is beneficially owned as to 100% by Chen Youxin (陳友新).

To the best of the knowledge, information available and belief of the Directors having made all reasonable enquiry, Beijing Zhisheng and its ultimate beneficial owners are Independent Third Parties.

IMPLICATIONS UNDER THE GEM LISTING RULES

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DEFINITIONS

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

“associate(s)”	has the meaning ascribed to it under the GEM Listing Rules
“Beijing Zhisheng”	Beijing Zhisheng Shiye Decoration Engineering Co., Ltd.* (北京智盛石業裝飾工程有限公司), a company established in the PRC with limited liability
“Board”	the board of Directors
“Company”	FY Financial (Shenzhen) Co., Ltd. (富銀融資租賃(深圳)股份有限公司), a joint stock company incorporated in the PRC with limited liability and the H Shares of which are listed on GEM
“Directors”	the directors of the Company
“Factoring Agreement”	the with-recourse commercial factoring agreement dated 22 December 2023 entered into between the Company (as factor) and Beijing Zhisheng (as seller) in respect of the accounts receivable factoring services to be provided by the Company to Beijing Zhisheng with a factoring principal amount of up to RMB28,000,000
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM of The Stock Exchange of Hong Kong Limited as amended, supplemented or otherwise modified from time to time
“Group”	the Company and its subsidiaries as at the date of this announcement

“H Share(s)”	the overseas-listed foreign share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are subscribed for and traded in Hong Kong dollars and are listed on GEM
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Parties”	third parties independent of and not connected with (within the meaning of the GEM Listing Rules) any directors, supervisors, chief executive or substantial shareholders of the Company, its subsidiaries and their respective associates
“PRC”	the People’s Republic of China, and for the purpose of this announcement only, excluding Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	the ordinary share(s) with nominal value of RMB1.00 each in the capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholder”	has the meaning ascribed to it under the GEM Listing Rules
“%”	per cent

On behalf of the Board
FY Financial (Shenzhen) Co., Ltd.
Li Peng
Chairman

Hong Kong, 22 December 2023

As at the date of this announcement, the Board comprises:

Executive Directors:

Mr. Li Peng (李鵬)

Mr. Weng Jianxing (翁建興)

Ms. Gong Xiaoting (貢曉婷)

Non-executive Directors:

Mr. Peng Qilei (彭期磊)

Ms. Liu Jing (劉敬)

Independent non-executive Directors:

Mr. Liu Shengwen (劉升文)

Mr. Hon Leung (韓亮)

Mr. Tong Qiang (佟強)

This announcement, for which all the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief, the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or in this announcement misleading.

This announcement will remain on the “Latest Listed Company Information” page of the website of the Stock Exchange at www.hkexnews.hk for at least 7 days from the date of its posting. This announcement will also be published on the Company’s website at www.fyleasing.com.

* For identification purpose only