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CAPINFO COMPANY LIMITED*

首都信息發展股份有限公司

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

(Stock Code: 1075)

CONNECTED TRANSACTIONS LEASE AGREEMENT IN RESPECT OF OFFICE PREMISES

On 5 June 2025, the Company entered into the Lease Agreement with CBEE, pursuant to which the Company agreed to lease the Office Premises from CBEE.

LISTING RULES IMPLICATIONS

As at the date of this announcement, BSAM, being the controlling shareholder, is interested in approximately 63.31% of the issued share capital of the Company and is therefore a connected person of the Company under the Listing Rules. As CBEE is owned as to approximately 55.55% by BSAM, CBEE is a connected person of the Company pursuant to the Listing Rules. Accordingly, the transactions contemplated under the Lease Agreement constitute connected transactions under Chapter 14A of the Listing Rules.

As all the applicable percentage ratios in respect of the transactions contemplated under the Lease Agreement are more than 0.1% but less than 5%, the transactions contemplated thereunder are subject to the reporting and announcement requirements but exempt from the Independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

BACKGROUND

On 5 June 2025, the Company entered into the Lease Agreement with CBEE, pursuant to which the Company agreed to lease the Office Premises from CBEE, subject to the terms and conditions provided therein.

LEASE AGREEMENT

Major terms of the Lease Agreement are set forth as below:

Date: 5 June 2025

Parties:	<ul style="list-style-type: none"> • Lessee: The Company • Lessor: CBEE
Location:	Rooms 306-310 on the 3rd floor, Rooms 406-410 on the 4th floor, Rooms 506 and 507 on the 5th floor of Building 2, Courtyard 2, Shangying Street, Tongzhou District, Beijing, with a total area of 1,936.17 square meters
Term:	The Company agreed to lease the Office Premises from CBEE for a period of 60 months from 1 September 2025 to 31 August 2030. The Lessor shall complete the decoration and acceptance of the leased area no later than 25 July 2025 in accordance with the Company's decoration requirements. In the event that the decoration and acceptance of the leased area are delayed, the lease commencement date will be postponed on a monthly basis, except where the decoration and acceptance are delayed due to changes in the Company's decoration requirements.
Rent:	A total rent (property service fees and heating fees inclusive) of approximately RMB12,314,041.20 (tax inclusive) is payable under the Lease Agreement.

The details are set out as follows:

- (i) From 1 September 2025 to 31 August 2026, the annual rent shall be RMB2,462,808.24 (tax inclusive).
- (ii) From 1 September 2026 to 31 August 2027, the annual rent shall be RMB2,462,808.24 (tax inclusive).
- (iii) From 1 September 2027 to 31 August 2028, the annual rent shall be RMB2,462,808.24 (tax inclusive).
- (iv) From 1 September 2028 to 31 August 2029, the annual rent shall be RMB2,462,808.24 (tax inclusive).
- (v) From 1 September 2029 to 31 August 2030, the annual rent shall be RMB2,462,808.24 (tax inclusive).

The rent was arrived at after arm's length negotiation between the Company and CBEE, with reference to, other than other secondary factors, the market rental rate of other comparable office premises in the nearby geographical region.

Usage:	The property shall be used as office premises.
Payment arrangement:	The Company shall pay the rent every quarter in advance.
Security Deposit:	The Company shall pay to CBEE a security deposit equal to one month of the rent, which is RMB205,234.02.

In accordance with Accounting Standards for Business Enterprise No. 21, as the lease payments under the Lease Agreement are capital in nature, the Office Premises will therefore be recognized as a right-of-use asset of the Group for an approximate amount of RMB10.30 million.

REASONS FOR AND BENEFITS OF THE ENTERING INTO THE LEASE AGREEMENT

The principal business of the Company and its subsidiaries mainly comprises provision of information technology service in the PRC. The new Office Premises will be used as replacement of existing office premises. Having taken into account the terms under the Lease Agreement having been arrived at after arm's length negotiation between the Group and CBEE, with reference to, other than other secondary factors, the market rental rate of other comparable office premises in the nearby geographical region, the Directors (including the independent non-executive Directors) are of the view that the terms of the Lease Agreement and the rent payable are fair and reasonable and on normal commercial terms or better, and the entering into the Lease Agreement is in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole.

Ms. Yan Yi, being an employee of BSAM and who is a Director, had abstained from voting on the board resolutions to approve the Lease Agreement and the transaction contemplated thereunder. Save as disclosed above, none of the Directors has any material interest in the resolutions in relation to the Lease Agreement and the transaction contemplated thereunder.

LISTING RULES IMPLICATIONS

As at the date of this announcement, BSAM, being the controlling shareholder, is interested in approximately 63.31% of the issued share capital of the Company and is therefore a connected person of the Company under the Listing Rules. As CBEE is owned as to approximately 55.55% by BSAM, CBEE is a connected person of the Company pursuant to the Listing Rules. Accordingly, the transactions contemplated under the Lease Agreement constitute connected transactions under Chapter 14A of the Listing Rules.

As all the applicable percentage ratios in respect of the transactions contemplated under the Lease Agreement are more than 0.1% but less than 5%, the transactions contemplated thereunder are subject to the reporting and announcement requirements but exempt from the Independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

INFORMATION ABOUT THE PARTIES

The Company

The Company is a joint stock limited company established in the PRC on 23 January 1998 with limited liability, which is principally engaged in products, software development and services; industry solutions; and operation and maintenance services.

CBEE

CBEE is a company incorporated in the PRC with limited liability and is owned as to approximately 55.55% by BSAM. CBEE is a professional platform and service institution mainly for the circulation and trading of assets rights in Beijing. It organizes the standardized trading of equity transfer, debt transfer and asset transfer.

DEFINITIONS

“Board”	the board of directors of the Company
“BSAM”	北京市國有資產經營有限責任公司 (Beijing State-Owned Assets Management Corporation Limited*), a company established in the PRC and is wholly-owned by the Beijing Municipal Government, being the controlling shareholder of the Company
“Company”	首都信息發展股份有限公司 (Capinfo Company Limited*), a joint stock limited company established in the PRC, the overseas listed foreign share(s) of RMB1.0 each in the share capital of the Company are listed on the Main Board of the Stock Exchange (Stock Code: 1075)
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules and the word “connected” shall be construed accordingly
“controlling shareholder”	has the meaning ascribed thereto under the Listing Rules
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“Independent Shareholders”	Shareholders other than Shareholders who have material interest in the Lease Agreement and the transaction contemplated thereunder
“Independent Third Parties”	independent third parties independent of the Company and the connected persons of the Company

“CBEE”	北京產權交易所有限公司 (China Beijing Equity Exchange), a company established in the PRC with limited liability and a state-owned enterprise
“Lease Agreement”	the lease agreement dated 5 June 2025 entered into between the Company and CBEE in respect of the lease of the Office Premises
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Office Premises”	The office premises located at Rooms 306-310 on the 3rd floor, Rooms 406-410 on the 4th floor, Rooms 506 and 507 on the 5th floor of Building 2, Courtyard 2, Shangying Street, Tongzhou District, Beijing, with a total area of 1,936.17 square meters
“PRC” or “China”	the People’s Republic of China which, for the purposes of this announcement, excludes the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Shareholder(s)”	holder(s) of the Share(s)
“Shares”	ordinary share(s) of RMB1.0 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	percent

* *The English name is a translation of its Chinese name and is included for identification purposes only.*

By Order of the Board
CAPINFO COMPANY LIMITED*
YU DONGHUI
Chairman

Beijing, the People’s Republic of China, 5 June 2025

As of the date of this announcement, the executive directors of the Company are Mr. Yu Donghui and Mr. Zhang Yiqian; the non-executive directors of the Company are Ms. Yan Yi, Mr. Xin Shuangbai, Ms. Zhao Shujie, Mr. Jiang Wei and Mr. Wang Yuzheng; and the independent non-executive directors of the Company are Mr. Gong Zhiqiang, Mr. Cheung, Wai Hung Boswell, Mr. Yang Xiaohui, Mr. Dong Jin and Mr. Li Jianqiang.

* *For identification purpose only*