

Dated 26 February 2026

**THE BANK OF EAST ASIA, LIMITED**

**AND**

**CAIXABANK, S.A.**

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**FRAMEWORK AGREEMENT**

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**THIS FRAMEWORK AGREEMENT** is dated 26 February 2026

**BETWEEN:**

- (1) The Bank of East Asia, Limited, a company incorporated under the laws of Hong Kong with limited liability and its registered office at 10 Des Voeux Road Central, Hong Kong (“**BEA**”); and
- (2) CaixaBank, S.A., a company incorporated under the laws of Spain with limited liability and its registered office at 2 – 4 Pintor Sorolla Street, Valencia, Spain (“**CaixaBank**”).

(together, the “**Parties**” and each a “**Party**”).

**WHEREAS:**

- (A) BEA is a leading Hong Kong-based financial services group, the shares of which are listed and traded on the Main Board of the Stock Exchange.
- (B) CaixaBank and its group companies offer a broad range of financial services. CaixaBank is owned as to approximately 31% by Criteria Caixa, as its single largest shareholder. As CaixaBank is an associate of Criteria Caixa, a substantial shareholder of BEA, CaixaBank is a connected person of BEA for the purpose of the Listing Rules.
- (C) The Parties intend to engage in Loan Transactions from time to time in the ordinary course of business. The Loan Transactions will constitute connected transactions of BEA and may be subject to disclosure requirements and/or independent shareholders’ approval under the Listing Rules.
- (D) The Parties have agreed to enter into this Framework Agreement to set out the terms and conditions governing the Loan Transactions during the Term.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

1.1 In this Framework Agreement (including the Recitals), the following terms shall have the following meanings:

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|------------------------|--|
| “ <b>Annual Caps</b> ” | means the annual caps set out in Clause 7 (subject to any revision from time to time in accordance with Rule 14A.53 of the Listing Rules);               |
| “ <b>BEA Group</b> ”   | means BEA and its subsidiaries, as may exist from time to time, throughout the Term, and “ <b>BEA Group Company</b> ” means any member of the BEA Group; |
| “ <b>Bond(s)</b> ”     | means bond(s) issued by third party issuer(s) and held by the Seller as a bondholder;  |

<b>“Buyer”</b>	means the relevant BEA Group Company or CaixaBank which acquires a Loan or a Bond or takes a Risk Participation (as the case may be);
<b>“Commencement Date”</b>	has the meaning ascribed to it in Clause 2;
<b>“Condition”</b>	has the meaning ascribed to it in Clause 5;
<b>“connected person”</b>	has the meaning ascribed to it in the Listing Rules;
<b>“connected transaction”</b>	has the meaning ascribed to it in the Listing Rules;
<b>“continuing connected transaction”</b>	has the meaning ascribed to it in the Listing Rules;
<b>“Criteria Caixa”</b>	means Criteria Caixa, S.A., Sociedad Unipersonal, a company incorporated in Spain;
<b>“Default”</b>	means, for a Risk Participation Transaction, the failure of the borrower to make payment of (any moneys due (or expressed to be due, or determined by the Seller acting in good faith to be due) on or before the relevant due date of the Loan;
<b>“financial year”</b>	means a financial year of BEA;
<b>“Hong Kong”</b>	means the Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Listing Rules”</b>	means the Rules Governing the Listing of Securities on the Stock Exchange, as amended, supplemented or otherwise modified from time to time;
<b>“Loan(s)”</b>	means exclusively syndicated loan(s) and trade-related loan(s), each entered into by a Seller as the lender, without including, amongst others, swaps (whether or not related to such loans);
<b>“Loan Transaction(s)”</b>	the Transfer Transaction(s), the Risk Participation Transaction(s), or any combination thereof ;
<b>“Risk Participation”</b>	means the risk participation of a Buyer in a Loan provided by a Seller, on either a funded or unfunded basis;
<b>“Risk Participation Agreement”</b>	means the agreement to be entered into between a Seller and a Buyer in respect of a Risk Participation;

<b>“Risk Participation Transaction”</b>	means a transaction in which a Buyer risk participated in a Loan provided by a Seller pursuant to the relevant Risk Participation Agreement;
<b>“Seller”</b>	means the relevant BEA Group Company or CaixaBank which offers to assign a Loan or a commitment of a Loan or transfer a Bond;
<b>“Stock Exchange”</b>	means The Stock Exchange of Hong Kong Limited;
<b>“substantial shareholder”</b>	has the meaning ascribed to it in the Listing Rules;
<b>“Term”</b>	has the meaning ascribed to it in Clause 2;
<b>“Transaction Document”</b>	means a Transfer Document, a Risk Participation Agreement or any other form of transaction document evidencing the agreement between the Parties in relation to any Loan or Bond as may be offered and accepted between the Parties from time to time;
<b>“Transfer Document”</b>	means the documents to be entered into between the Seller and the Buyer in relation to the assignment of a Loan or transfer of a Bond;
<b>“Transfer Transaction”</b>	means the assignment of a Loan or transfer of a Bond from the Seller to the Buyer pursuant to the relevant Transfer Document.

1.2 Except where the context otherwise requires, words denoting the singular shall include the plural and *vice versa*.

1.3 A reference to a Clause is a reference to a clause of this Framework Agreement.

1.4 Clause headings are for ease of reference only and do not affect the construction of this Framework Agreement.

## 2. **TERM**

Subject to fulfilment of the Condition, this Framework Agreement shall be effective on and from 8 May 2026 (the “**Commencement Date**”) until 7 May 2029 (the “**Term**”) unless terminated earlier in accordance with Clause 8.

## 3. **GENERAL TERMS FOR LOAN TRANSACTIONS**

### 3.1 **Framework for Transactions**

At any time and from time to time during the Term, any BEA Group Company and CaixaBank may enter into Transaction Document(s) in relation to any Loan Transaction(s) upon such terms and conditions as may be mutually agreed between the

parties thereto, provided that each Loan Transaction shall fully comply with the terms and conditions of this Framework Agreement.

### 3.2 Transaction Parameters

The Parties agree that, during the Term:

- (a) each Loan Transaction may take the form of Transfer Transaction and/or Risk Participation Transaction, as applicable;
- (b) each Loan Transaction shall be negotiated in good faith on normal commercial terms and on arms-length basis;
- (c) each Loan Transaction (if required) shall be evidenced by a Transaction Document setting out the terms which the Loan Transaction shall be transferred (including but not limited to any conditions precedent, the coupon rate, the interest rate, the tenor, the principal amount of the Loan and/or Bond to be transferred and consideration where applicable);
- (d) the aggregate amount of Loan Transactions during each financial year shall not exceed the Annual Cap for that financial year. The Parties acknowledge that BEA shall remain solely and exclusively responsible for controlling and ensuring the compliance with such Annual Cap;
- (e) for Transfer Transactions, the Buyer shall make all payments to the Seller in immediately available funds upon completion of the transaction (or as otherwise agreed in the relevant Transaction Document);
- (f) for funded Risk Participation Transactions, the Buyer shall make all payments to the Seller in accordance with the Risk Participation Agreement in immediately available funds on the start date of the relevant Risk Participation Agreement (or as otherwise agreed in the relevant Risk Participation Agreement);
- (g) for unfunded Risk Participation Transactions, the Buyer shall make all payments to the Seller in accordance with the Risk Participation Agreement and within the timeframes specified in the relevant Transaction Documents in immediately available funds (or as otherwise agreed in the relevant Risk Participation Agreement); and
- (h) each Loan Transaction shall comply with the provisions of this Framework Agreement and all laws and regulations applicable to each of the Parties (including the Listing Rules). BEA shall remain solely and exclusively responsible for the compliance of the Listing Rules and shall keep CaixaBank informed of any applicable requirements from time to time notwithstanding both Parties shall be responsible on compliance with the rest of the terms of this Framework Agreement.

### **3.3 Pricing Considerations**

The Parties acknowledge and agree that the consideration for Loan Transactions shall be negotiated and agreed according to the internal risk policies of each entity, in good faith on arms-length basis reflecting normal commercial terms, having regarded to a range of factors, including but not limited to:

- (a) the value of the Loan or the Bond;
- (b) the prevailing market value of the Bond;
- (c) appropriate adjustment to the value to reflect the relevant risks;
- (d) the interest rate of the Loan or the coupon rate of the Bond and prevailing market interest rates;
- (e) the remaining tenure of the Loan or the Bond;
- (f) each Parties' internal credit control policy and/or any other risk considerations;
- (g) the risk profile of the borrower, transaction parties or the issuer of the Bond; and
- (h) terms available from independent third parties for similar or comparable transactions.

## **4. GENERAL PROVISIONS**

### **4.1 Fiduciary and Agency Relationship**

- (a) Nothing in this Framework Agreement or any Loan Transactions of either Party as a trustee or fiduciary to any person. No member of either Party's group shall be obligated to account to the other Party for any sum or profit element received by it.
- (b) Nothing in this Framework Agreement or any Loan Transactions shall create, or be deemed to create a joint venture, partnership, co-ownership or agency relationship between the Parties.
- (c) This Framework Agreement does not constitute a legally binding commitment for the Parties to enter into any Loan Transaction. Each Party may decide whether to enter into any Loan Transactions at its sole and absolute discretion on a case-by-case basis.

### **4.2 Independent Credit Assessment**

Each Party shall be responsible for its own independent credit, financial, regulatory, anti-money laundering (AML), know-your-customer (KYC), and other relevant due diligence, risk assessments and decisions regarding whether to accept any offer from the other Party and enter into any Loan Transaction.

#### 4.3 **Non-Exclusive Offers**

Any offer of a Loan and/or Bond from either Party shall be on a non-exclusive basis and does not constitute any investment recommendation, analysis, or advice. Offers must not be treated as an advice or a recommendation to the other Party regarding any Loan Transaction.

#### 5. **CONDITION PRECEDENT**

This Framework Agreement is conditional upon BEA obtaining independent shareholders' approval in accordance with the applicable requirements of the Listing Rules in respect of: (i) the execution of this Framework Agreement by BEA and the transactions contemplated hereunder, and (ii) the Annual Caps for the Term (the "**Condition**"). BEA shall notify CaixaBank in writing when the Condition is satisfied.

#### 6. **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

##### 6.1 **Mutual Representations and Warranties**

Each of BEA and CaixaBank represents and warrants to the other that it is duly authorised and has the capacity to execute and be bound by this Framework Agreement and to perform its respective obligations under this Framework Agreement.

##### 6.2 **CaixaBank's Undertaking**

CaixaBank undertakes, using reasonable endeavours, to provide all information and assistance as reasonably required by BEA and BEA's auditors for compliance with the Listing Rules in connection with this Framework Agreement and the Loan Transactions. The obligation of CaixaBank to deliver information shall be deemed to be fulfilled if such information is publicly available and published on CaixaBank's official website. CaixaBank will not disclose or provide any confidential or sensitive information if such information is subject to confidential obligations under agreements with third parties, or applicable laws and regulations, unless consent for disclosure has been obtained by CaixaBank. BEA shall indemnify and hold harmless CaixaBank against any costs, charges and/or expenses reasonably incurred in providing any such assistance, and against losses or liabilities (howsoever described) resulting from the wilful default, fraud or gross negligence of BEA.

##### 6.3 **Listing Rules Compliance**

- (a) BEA shall be required to comply or re-comply with the relevant requirements of the Listing Rules (including obtaining independent shareholders' approval, if applicable) in the event that (i) the Annual Cap as referred to in Clause 7 below is exceeded or is likely to be exceeded in any financial year; or (ii) this Framework Agreement is renewed or materially amended. The continuation of this Framework Agreement shall be subject to compliance with such requirements. BEA must notify CaixaBank in writing if compliance with the Listing Rules in accordance with this Clause is not met;

- (b) in the event of any future amendments to the Listing Rules imposing more stringent requirements on continuing connected transactions and/or connected transactions, Loan Transactions shall be conditional upon BEA taking all necessary steps to ensure compliance with such requirements (if applicable); and
- (c) for the avoidance of doubt, BEA shall remain solely and exclusively responsible for ensuring compliance with the above. BEA undertakes to take all appropriate and necessary actions and to keep CaixaBank reasonably informed of any such requirements. CaixaBank shall provide all reasonable assistance to BEA, in best efforts basis, in compliance of the above, notwithstanding that CaixaBank shall not be held liable in any way for any non-compliance with any such requirements and the transactions already executed shall not be automatically modified in any way as a consequence of the terms of this Agreement or of any breach hereof.

## 7. ANNUAL CAPS

The Annual Caps for the aggregate amounts of the Loan Transactions under this Framework Agreement shall be:

- (a) for the period from 8 May 2026 to 31 December 2026, and each financial year ending 31 December 2027 and 2028: HK\$5,000 million; and
- (b) for the period from 1 January 2029 to 7 May 2029 : HK\$2,000 million.

If BEA is aware that the Annual Cap for a relevant financial year may be exceeded, BEA shall (i) control the amounts of Loan Transactions to be within the Annual Cap as set out in this Agreement; or (ii) if the Annual Cap has to be revised, the Parties shall do its best efforts in good faith to take necessary actions to re-comply with the requirements under the Listing Rules before the Annual Cap is exceeded .

## 8. TERMINATION

### 8.1 **Termination Rights**

Subject to fulfilment of the Condition, this Framework Agreement shall become effective on the Commencement Date and shall continue for the Term unless terminated as follows:

- (a) **Termination by Notice:** By either Party giving not less than one (1) month's prior written notice to the other Party, in which case the Term shall end on the last day of the said notice period;
- (b) **Material Breach:** By either Party if the other Party commits a material breach of any provisions of this Framework Agreement (save for any breach which is caused by the Party seeking to rely on it) and, in the case of such a breach which is capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

- (c) **Creditors' Arrangement:** By either Party if the other Party makes voluntary arrangement with its creditors or becomes subject to an administration order;
- (d) **Insolvency:** By either Party if the other Party has become insolvent or is subject to any winding-up, liquidation or analogous proceedings ; or
- (e) **Cessation of Business:** By either Party if the other Party ceases, or threatens to cease carrying on business (where applicable).

## 8.2 **Effect of Termination**

Termination of this Framework Agreement shall not discharge any rights, obligations or liabilities accrued or incurred by the Parties prior to or upon termination.

## 9. **NOTICES**

Any notice, demand or communication to be served on either Party concerning this Framework Agreement or any related matter shall be in writing and may be served by courier or e-mail to the address or e-mail address stated below (or such other address or e-mail address as may be notified by the relevant Party to the other Party in accordance with this Clause) and shall be deemed to have been received by the addressee on the expiry of three (3) days from the date of posting if so posted, or if sent by e-mail, at the time when sent (if no notification of failure of delivery has been received):

### To BEA

Address : 20/F, Bank of East Asia Building, 10 Des Voeux Road Central, Hong Kong  
Attention : Company Secretary  
Email : bea\_sec@hkbea.com

### To CaixaBank

Address : 4/F, Paseo de la Castellana 189, Madrid, Spain  
Attention : Josefa Rosa Ortega  
Email : jrortega@caixabank.com

## 10. **MISCELLANEOUS**

- 10.1 **Further Assurance:** Each Party shall perform (or procure the performance of by the relevant BEA Group Companies or CaixaBank , as applicable) all further acts and things and execute and deliver (or procure the execution and delivery of by the relevant BEA Group Companies or CaixaBank , as applicable) such further documents as may be required by law or relevant constitutional documents or as may be necessary or reasonably required by either Party to implement and give effect to this Framework Agreement.
- 10.2 **No Assignment:** Each Party shall not assign any or all of its rights, benefits or obligations under this Framework Agreement except with the prior written consent of the other Party.

- 10.3 **Entire Agreement:** This Framework Agreement and the Transaction Documents (where applicable) shall contain the entire agreement between the Parties hereto with respect to the subject matter hereof.
- 10.4 **No Waiver:** No failure or delay on the part of any Party to exercise or in exercising any right or remedy under this Framework Agreement shall be construed as a waiver thereof nor shall any single or partial exercise of any right or remedy under this Framework Agreement preclude the exercise of any other right or remedy or preclude the further exercise of such right or remedy as the case may be.
- 10.5 **Counterparts:** This Framework Agreement may be signed in any number of counterparts, each of which shall together constitute the same agreement. Any Party may enter into this Framework Agreement by signing any such counterpart.
- 10.6 **Confidentiality:**
- (a) Each Party agrees that it will not disclose the discussions and the content of this Framework Agreement to any other entity or person save and except that (i) specific disclosure can be made if both Parties consent in writing; (ii) disclosure is required by applicable law or regulation (including the Listing Rules); or (iii) disclosure is made to any of its advisers and/or its subsidiaries on a need-to-know basis, provided that such persons are subject to confidentiality obligations no less stringent than those set out herein.
  - (b) Neither Party shall use the name or logo of the other Party in any advertisements, promotional literature and other promotional information publicising this Framework Agreement without the prior written consent of the other Party.
  - (c) Each Party agrees that the exchange of confidential information shall be covered by separate non-disclosure agreement(s) between the Parties, and any other third parties, as deemed necessary in respect of any Loan Transaction that may be negotiated, discussed and/or entered into from time to time between the Parties.
  - (d) Save for any announcement issued required by the Listing Rules, any press release or announcement relating to this Framework Agreement shall be agreed in advance between the Parties if such press release or announcement is required to be made pursuant to any law or regulation or order of a court or tribunal or any direction of a government or regulatory authority.

## 11. **THIRD PARTY RIGHTS**

This Framework Agreement does not create any right enforceable by any person who is not a party to this Framework Agreement under the Contracts (Rights of Third Parties) Act 1999. This Clause does not affect any right or remedy of a third party that exists or is available apart from this Act.

## 12. **INCONSISTENCY WITH TRANSACTION DOCUMENTS**

In the event of any material conflict between this Framework Agreement and any

Transaction Documents, the terms and conditions of this Framework Agreement shall prevail. BEA Group and CaixaBank shall take all actions necessary to give full effect to the terms and conditions of this Framework Agreement to the extent legally permissible.

### **13. VARIATION AND WAIVER**

- 13.1 No amendment or variation of this Framework Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.
- 13.2 The respective rights and obligations of the Parties in relation to this Framework Agreement (whether arising under this Framework Agreement or any applicable laws) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing agreed by the Parties.
- 13.3 No single or partial exercise of, or failure or delay in exercising, any right under this Framework Agreement shall constitute a waiver or preclude any other or further exercise of that or any other right.

### **14. SEVERABILITY**

If, at any time, any one or more provisions hereof is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions hereof shall not thereby in any way be affected or impaired.

### **15. GOVERNING LAW AND JURISDICTION**

This Framework Agreement shall be governed by and construed in accordance with the English laws.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of The London Court of International Arbitration in force when the Notice of Arbitration is submitted.

The number of arbitrators shall be three, with BEA (on the one hand) and CaixaBank (on the other hand) appointing on arbitrator each, and the third arbitrator to be appointed jointly by the arbitrators appointed by BEA and CaixaBank. The seat of the arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

**IN WITNESS** whereof the Parties executed this Framework Agreement as a deed and delivered it on the day and year first above written.

**SIGNED** as a deed and delivered it by )  
Mr. Adrian David LI Man-kiu and )  
Mr. Brian David LI Man-bun )  
(Co-Chief Executives) )  
for and on behalf of )  
The Bank of East Asia, Limited )  
in the presence of: )



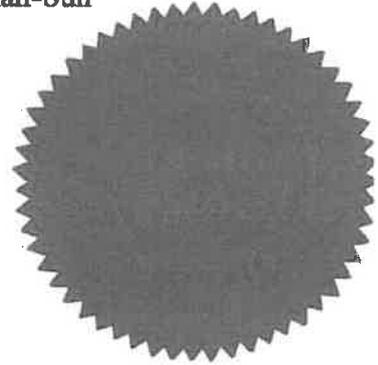
**Adrian David LI Man-kiu**



**Alson LAW Chun-tak**  
Company Secretary



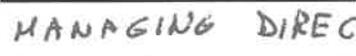
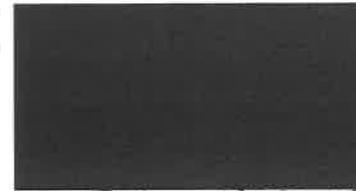
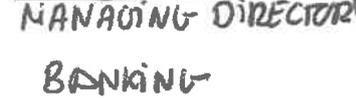
**Brian David LI Man-bun**



**IN WITNESS** whereof the Parties executed this Framework Agreement as a deed and delivered it on the day and year first above written.

**SIGNED** as a deed and delivered it by

for and on behalf of  
CaixaBank, S.A.  
in the presence of:

)  IGNACIO BADIOLA  
)  MANAGING DIRECTOR HEAD OF CIB  
)   
)  MANAGING DIRECTOR HEAD OF INTERNATIONAL BANKING