

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



ERNEST BOREL HOLDINGS LIMITED

依波路控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1856)

SUPPLEMENTAL ANNOUNCEMENT TO THE ANNUAL REPORT OF THE COMPANY FOR THE YEAR ENDED 31 DECEMBER 2024

Reference is made to the annual report (the “**Annual Report**”) of Ernest Borel Holdings Limited (the “**Company**”, together with its subsidiaries, the “**Group**”) for the year ended 31 December 2024, which was published by the Company on 30 April 2025. Unless otherwise stated, capitalised terms used herein shall have the same meanings as those defined in the Annual Report.

In addition to the information provided in the Annual Report, the Company would like to provide the following supplemental information.

1. CONTINUING CONNECTED TRANSACTIONS

In relation to the addition information of the master product and service framework agreement of Citychamp Watch & Jewellery Group Limited (the “**Citychamp Group**”) and the master processing service framework of Fair Future Group on pages 56 of the annual report.

a. Citychamp Master Product and Service Framework Agreement

The Company and Citychamp Group, a controlling shareholder of the Company, entered into the Master Product and Service Framework Agreement on 9 December 2022.

The principal terms of the Renewed Master Product and Service Framework Agreement are set out as follows:

Date: 9 December 2022

Parties: (1) The Company and (2) Citychamp Group

Term: From 1 January 2023 to 31 December 2025, unless terminated by either party by giving 30 days’ prior written notice to the other party.

- Nature and terms of transactions:
- (1) the Citychamp Group may, from time to time, provide products and services to the Group, including (a) Watches and Components; and (b) Watch labor services; and
 - (2) the Company and its subsidiaries (the “ Group”) may, from time to time, provide products and services to the Citychamp Group, including (a) Watches and Components; and (b) Watch labor services.
- The Pricing Policy: Under the Renewed Master Product and Service Framework Agreement, products and services may be acquired by the Citychamp Group from the Group or acquired by the Group from the Citychamp Group.

(1) Products

The unit prices of the products purchased by the Citychamp Group from the Group shall be determined by reference to (and in any event no less favourable to) the prices in the price lists of the relevant products adopted by the Group from time to time and generally applicable to all Independent Third Parties on arm’s length and normal commercial terms.

The unit prices of the products purchased by the Group from the Citychamp Group shall be determined by reference to the prices in the price lists of the relevant products adopted by Citychamp Group from time to time and generally applicable to all Independent Third Parties on arm’s length and normal commercial terms. The unit prices of the products purchased by the Group from the Citychamp Group shall be no less favourable to the prevailing market unit prices of comparable products of similar type and quality available to the Group from Independent Third Parties. In determining the prevailing market price, the Group will collect relevant market information and/or price quotations available to the Group by Independent Third Parties for comparable products of similar type and quality, and review and compare at least two price quotations obtained by the Group with the unit prices available to the Group under the Renewed Master Product and Service Framework Agreement.

(2) Services

The fees of Watch labor services provided by the Group to the Citychamp Group is to be determined through negotiation between the Group and the Citychamp Group with reference to the Group’s service fee lists for similar services provided to Independent Third Parties. The service fees of the Watch labor services shall be no less favourable to the service fees which would have been charged if similar services were to be provided to Independent Third Parties. The fees of the Watch labor services provided by the Citychamp Group to the Group shall be no less favourable to the prevailing market rate of comparable services of similar type and quality available to the Group from Independent Third Parties. In determining the prevailing market rate, the Group will collect relevant market information and/or fee quotations offered to the Group by Independent

Third Parties for comparable services of similar type and quality, and review and compare at least two price quotations obtained by the Group with the service fees available to the Group under the Renewed Master Product and Service Framework Agreement.

The proposed annual caps for the aggregate transaction amount under the Renewed Master Product and Service Framework Agreement for the financial years ending 31 December 2023, 31 December 2024 and 31 December 2025 respectively are set out as follows:

Period/financial years	Proposed Annual Caps (HKD)	Actual Balance (HKD)
<i>Products</i>		
For the financial year ending 31 December 2023	9,500,000	640,000
For the financial year ending 31 December 2024	9,500,000	5,880,000
For the financial year ending 31 December 2025	9,500,000	9,500,000
<i>Services</i>		
For the financial year ending 31 December 2023	500,000	484,000
For the financial year ending 31 December 2024	500,000	500,000
For the financial year ending 31 December 2025	500,000	500,000

b. Fair Future Master Processing Service Framework

The Company and Fair Future Group entered into the Master Processing Service Framework Agreement on 30 November 2023, pursuant to which the Group, may, from time to time, provide Watch Components Processing Services to the Fair Future Group during the term of the Master Processing Service Framework Agreement.

The principal terms of the Master Processing Service Framework Agreement are set out as follows:

Date:	30 November 2023
Parties:	(1) The Company and (2) Fair Future
Term:	From 1 December 2023 to 30 September 2024, unless terminated by either party by giving 30 days' prior written notice to the other party.

Subject matter: The Group may, from time to time, provide Watch Components Processing Services to the Fair Future Group. The Group and the Fair Future Group may, from time to time, enter into separate transactions by entering into separate agreements, and such agreements shall be subject to the general terms and conditions recorded in the Master Processing Service Framework Agreement.

Pricing Policy: The service fee and terms of Watch Components Processing Services provided by the Group to the Fair Future Group under the Master Processing Service Framework Agreement shall be conducted on normal commercial terms, in particular, the Watch Components Processing Services will be (i) on terms no less favourable to the Group than terms available from Independent Third Parties based on its internal control measures; (ii) conducted in the ordinary and usual course of business of the Group and after arm's length negotiations; and (iii) conducted within the ambit of the annual caps.

The service fees and terms of the Watch Components Processing Services shall be determined with reference to the Group's price lists generally applicable to all of its customers.

Any management personnel of the Group authorised to approve such transactions will review and compare the service fees and terms of the Watch Components Processing Services offered by the Group to the Fair Future Group with those in the Group's price lists and at least two recent transaction records of comparable services offered by the Group to Independent Third Parties in the trading database of the Group before entering into separate contracts with the Fair Future Group under the Master Processing Service Framework Agreement.

In the event that the service fees and terms for the Watch Components Processing Services offered by the Group to the Fair Future Group are less favourable to the Group than comparable services offered by the Group to Independent Third Parties in the Group's price lists and/or trading database, the Group will not enter into such transactions. The Group will at its best effort further negotiate with the Fair Future Group for reaching fair and reasonable terms in order to comply with the pricing policy of the Company.

The actual amount of Watch Components Processing Services to be provided by the Group, the payment terms and the time and place of provision of Watch Components Processing Services concerned shall conform to the separate agreements to be entered into between the Fair Future Group and the Group.

The proposed annual caps for the aggregate transaction amount under the Master Processing Service Framework Agreement for the period from 1 December 2023 to 31 December 2023 and from the period from 1 January 2024 to 30 September 2024 respectively are set out as follow:

	Proposed Annual Caps (HKD)	Actual Balance (HKD)
For the period from 1 December 2023 to 31 December 2023	4,000,000	1,792,000
For the period from 1 January 2024 to 30 September 2024	10,000,000	3,615,000

2. RELATED PARTY TRANSACTIONS

The Company would like to specify that the following related party transactions as noted in the Annual Report Note 35 on pages 131-132 would constitute continuing connected transactions

a. Citychamp Group

Name of related party	Relationship	Nature of transaction	HK\$'000
Guangdong Juxin Watch Co., Limited (廣東鉅信鐘錶連鎖有限公司)	Fellow subsidiary	Sales of goods	975
Shenzhen Permanence Commerce Co., Limited (深圳市恒譽嘉時貿易有限公司)	Fellow subsidiary	Sales of goods	213
Corum Watches Malaysia SND BHD	Fellow subsidiary	Sales of goods	11
Corum Watches Singapore Pte. Ltd	Fellow subsidiary	Sales of goods	290
Corum (Hong Kong) Limited	Fellow subsidiary	Rental income	300
Jilin Dayou Watch Limited (吉林大有鐘錶有限公司)	Fellow subsidiary	Sales of goods	201
EBOHR Luxuries International Co., Limited (依波精品(深圳)有限公司)	Fellow subsidiary	Sales of goods	84
		Rental expenses	546
帝福時鐘錶(深圳)有限公司	Fellow subsidiary	Purchase of goods	12
Montres Corum Sàrl	Fellow subsidiary	Sales of goods	875
Zhuhai Rossini Watch Industry Limited (珠海羅西尼錶業有限公司)	Fellow subsidiary	Sales of goods	58
PAMA Precision Manufacturing Ltd. (深圳市帕瑪精品製造有限公司)	Fellow subsidiary	Purchases of goods	55

Total 3,620

For the year ended 31 December 2024, the above aggregate transaction amount of Products and Services under the Master Product and Service Framework Agreement is around HK\$3,620,000 as disclosed in page 56 of the Annual Report.

b. Fair Future Group

Name of related party	Relationship	Nature of transaction	HK\$'000
深圳市冠城金熹表業有限公司 (Note 1)	Related company	Sales of goods	1,809
		Purchase of goods	51
Fair Future Industrial Limited (俊光實業有限公司) (Note 2)	Related company	Sales of goods	3,965
Bestimever Limited (卓豪有限公司)	Related company	Purchase of goods	188
欽州金泰精密五金制品有限公司	Related company	Sales of goods	343
		Purchase of goods	29
Total			6,385

Note 1 (HK\$'000)

January to September 2024	1,809
October to December 2024	299
Total	<u>2,108</u>

Note 2 (HK\$'000)

January to September 2024	3,965
October to December 2024	2,255
Total	<u>6,220</u>

For the nine months ended 30 September 2024, the aggregate transaction mount of the Processing Services under the Master Processing Service Framework Agreement is around HK\$6,385,000.

The Company respectfully confirms that the Company has complied with the relevant requirements under Chapter 14A of the Listing Rules.

In relation to the Group's related party transactions, the Company would like to clarify that, based on its understanding and as disclosed on pages 131 to 132 of the Annual Report dated 30 April 2025, the Group entered into certain transactions with "related parties" as defined under the applicable accounting standards. The details of these transactions are set out in Notes 24, 34, and 35 to the Financial Statements on pages 131 to 132.

Save and except for the continuing connected transactions disclosed in the section “CONTINUING CONNECTED TRANSACTIONS” in page 56 of the Annual Report, all other related party transactions either do not constitute continuing connected transactions or they are fully exempt under Chapter 14A of the Listing Rules. The Directors confirm that the Company has complied with the disclosure requirements accordance with Chapter 14A of the Listing Rules. The above additional information does not affect other information contained in the Annual Report, the remaining contents of the Annual Report remain unchanged.

By Order of the Board of
Ernest Borel Holdings Limited
Teguh Halim
Chairman

Hong Kong, 18 August 2025

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

Executive Directors: Mr. Teguh Halim and Mr. Kong Le

Non-executive Director: Mr. Xiong Ying

Independent Non-executive Directors: Mr. Yu Chi Kit, Mr. Ng Tzyy Yeh Alroy Garrett and Ms. Hong Ting