金泰能源
JINTAINENGYUAN

JINTAI ENERGY HOLDINGS LIMITED
金泰能源控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2728)

DISCLOSURE PURSUANT TO RULES 13.13 AND 13.14 OF THE LISTING RULES

This announcement is made by Company pursuant to Rules 13.13, 13.14, 13.15 and 13.20 of the Listing Rules.

PROVISION OF PREPAYMENTS TO A SUPPLIER REGARDING PROCUREMENT OF XYLENE AND METHYL TERT-BUTYL ETHER

On 14 July 2023, Ningxia Deru, as purchaser, and the Supplier of MTBE, as supplier, entered into the First Procurement Agreement of MTBE in relation to the sale and purchase of the MTBE. The First Procurement Agreement of MTBE contains prepayment provisions, pursuant to which Ningxia Deru is required to make advance payments ("**Prepayment(s) for MTBE**") to the Supplier of MTBE for the procurement of, and to secure guaranteed supply of, the MTBE. Since 14 July 2023 and up to the date of this announcement, Ningxia Deru made Prepayments for MTBE to the Supplier of MTBE from time to time on a rolling basis, and such Prepayments for MTBE were applied against the actual procurement costs payable by Ningxia Deru to the Supplier of MTBE.

Subsequent to 14 July 2023, Ningxia Deru and the Supplier of MTBE entered into the Supplementary Procurement Agreements of MTBE to secure the supply of the MTBE periodically by advance payments. From 18 July 2023 to 30 June 2026, Ningxia Deru has made Prepayments in the aggregate amount of approximately RMB2.14 billion (approximately HK$2.33 billion) to the Supplier of MTBE to secure and guarantee the supply of the MTBE from 18 July 2023 to 30 June 2026 pursuant to the Procurement Agreements of MTBE.

The Procurement Agreements of MTBE

The principal terms of the Procurement Agreements of MTBE are summarised as follow:

	First Procurement Agreement of MTBE	**Supplementary Procurement Agreements of MTBE**
Date:	13 July 2023	6 August 2023 29 August 2023 16 September 2023 14 October 2023 16 November 2023 23 November 2023 25 December 2023 17 July 2024 16 August 2024 23 September 2024 8 October 2024 15 November 2024 9 December 2024 28 December 2024 11 July 2025 18 August 2025 16 September 2025 11 October 2025 14 November 2025 4 December 2025 28 December 2025
Parties:	(i) Ningxia Deru (ii) Supplier of MTBE	
Purpose:	For the procurement of, and to secure a guaranteed supply of, the MTBE from the Supplier of MTBE for the Group's operations	
Terms:	– No interest and collateral – Settled by delivery by the supplier of relevant products and recognised as cost of inventories upon delivery – No specific refund policy	

The following table sets out details of the aggregate amounts of Prepayments for MTBE as of the date when the Prepayments for MTBE first exceeded 8% under the assets ratio, or where the increase in the relevant aggregate amount of the Prepayments for MTBE further paid to the Supplier of MTBE resulting 3% or more of the Group's total assets, as compared to the previous transactions being required to be disclosed pursuant to Rules 13.13, 13.14 and 13.15 of the Listing Rules (the "**Relevant Date**"):

Prepayments paid to the Supplier of MTBE *(note)*

Relevant Date	Approximate balance of prepayments prior to the Relevant Date *(HK$'000)*	The approximate percentage of the Group's total assets prior to the Relevant Date	Transaction amount as at the Relevant Date *(HK$'000)*	Approximate balance of prepayments as at the Relevant Date *(HK$'000)*	The approximate percentage of the Group's total assets as at the Relevant Date	Subject to Rule 13.13 of the Listing Rules	Subject to Rule 13.14 of the Listing Rules
18 July 2023	–	–	69,627	69,627	13.4%	Yes	N/A
11 August 2023	–	–	66,272	66,272	12.7%	Yes	N/A
1 September 2023	–	–	87,246	87,246	26.0%	Yes	N/A
20 September 2023	–	–	79,584	79,584	23.7%	Yes	N/A
20 November 2023	–	–	72,313	72,313	21.5%	Yes	N/A
27 November 2023	–	–	65,760	65,760	19.6%	Yes	N/A
28 December 2023	–	–	72,323	72,323	21.5%	Yes	N/A
20 July 2024	–	–	131,649	131,649	43.2%	Yes	N/A
19 August 2024	–	–	126,861	126,861	41.6%	Yes	N/A
26 September 2024	–	–	115,543	115,543	38.7%	Yes	N/A
11 October 2024	–	–	116,330	116,330	40.4%	Yes	N/A
18 November 2024	–	–	107,521	107,521	37.3%	Yes	N/A
12 December 2024	–	–	110,298	110,298	38.3%	Yes	N/A
31 December 2024	–	–	182,484	182,484	63.4%	Yes	N/A
14 July 2025	–	–	125,532	125,532	38.7%	Yes	N/A
21 August 2025	–	–	124,032	124,032	38.3%	Yes	N/A
19 September 2025	–	–	121,531	121,531	36.1%	Yes	N/A
14 October 2025	–	–	116,029	116,029	34.5%	Yes	N/A
17 November 2025	–	–	108,327	108,327	32.2%	Yes	N/A
7 December 2025	–	–	118,530	118,530	35.2%	Yes	N/A
31 December 2025	–	–	210,721	210,721	62.6%	Yes	N/A

Note: The Supplier of MTBE is a limited liability company incorporated in the PRC and founded in 2018, and is principally engaged in the production of MTBE with a factory located at Dongying City, the PRC. The ultimate beneficial owner of the Supplier of MTBE is Wang Bing* (王兵). To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, the Supplier of MTBE and its ultimate beneficial owner are third parties independent of the Company and its connected persons (as defined under the Listing Rules).

PROVISION OF PREPAYMENTS TO A SUPPLIER REGARDING PROCUREMENT OF DEFORMED STEEL

On 15 December 2025, Beijing Wanjia, as purchaser, and the Supplier of Deformed Steel, as supplier, entered into the Procurement Agreement of Deformed Steel in relation to the sale and purchase of deformed steel. The Procurement Agreement of Deformed Steel contains prepayment provisions, pursuant to which Beijing Wanjia is required to make advance payments ("**Prepayment(s) for Deformed Steel**") to the Supplier of Deformed Steel for the procurement of, and to secure guaranteed supply of, deformed steel. As at 30 June 2026, the Prepayments for Deformed Steel was nil.

The Procurement Agreement of Deformed Steel

The principal terms of the Procurement Agreement of Deformed Steel are summarised as follows:

	Procurement Agreement of Deformed Steel
Date:	15 December 2025
Parties:	(i) Beijing Wanjia (ii) Supplier of Deformed Steel
Purpose:	For the procurement of, and to secure a guaranteed supply of, deformed steel from the Supplier of Deformed Steel for the Group's operations
Terms:	– No interest and collateral – Settled by delivery by the supplier of relevant products and recognised as cost of inventories upon delivery – No specific refund policy

Prepayments paid to the Supplier of Deformed Steel *(note)*

Relevant Date	Approximate balance of prepayments prior to the Relevant Date *(HK$'000)*	The approximate percentage of the Group's total assets prior to the Relevant Date	Transaction amount as at the Relevant Date *(HK$'000)*	Approximate balance of prepayments as at the Relevant Date *(HK$'000)*	The approximate percentage of the Group's total assets as at the Relevant Date	Subject to Rule 13.13 of the Listing Rules	Subject to Rule 13.14 of the Listing Rules
24 December 2025	–	–	40,018	40,018	11.9%	Yes	N/A

Note: The Supplier of Deformed Steel is a limited liability company incorporated in the PRC and founded in 2020, and is principally engaged in the production of deformed steel with a factory located at Jinan City, the PRC. The ultimate beneficial owner of the Supplier of Deformed Steel is Li Yufang* (李玉芳). To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, the Supplier of Deformed Steel and its ultimate beneficial owner are third parties independent of the Company and its connected persons (as defined under the Listing Rules).

REASONS FOR AND BENEFITS OF THE PROVISION OF THE PREPAYMENTS FOR MTBE

It is customary in the energy-related products trading industry for suppliers and purchasers to enter into medium term supply arrangements for a specified period. Under such arrangements, suppliers typically require purchasers to make prepayments or advance payments in order to secure stable energy-related products supply, with subsequent settlement adjustments made based on actual consumption.

The increased level of prepayments under the First Procurement Agreement reflects the Group's increased procurement volumes and was required by the Supplier of MTBE as a condition to secure stable and continuous supply of MTBE to the Group. As the Group's downstream demand has increased (including higher purchase volumes from existing customers and additional demand from new customers following the completion of their production plants within the Group's operating areas), the Group has the corresponding needs to procure a larger volume of the MTBE from the Supplier of MTBE. The Prepayments for MTBE under the First Procurement Agreement have been actively and consistently utilised in the Group's ordinary course of business. Since July 2023, the Prepayments for MTBE under the First Procurement Agreement have been applied and offset against the purchase price of the MTBE upon its physical delivery to the Group on a revolving basis. The growth in the accumulated balance is commensurate with the expansion of the Group's procurement scale, during which the Prepayments for MTBE were utilised and replenished on a continuous and rolling basis. From the date of the First Procurement Agreement of MTBE in July 2023 and up to 30 June 2026, all Prepayments for MTBE of approximately RMB2.14 billion in aggregate had been fully utilised and applied towards procurement cost.

The advance payments of approximately RMB2.08 billion in aggregate under the Supplementary Procurement Agreements of MTBE was made as a commercial precondition for the Supplier of MTBE to (i) reserve and allocate the requisite volumes of MTBE to the Group for the agreed supply period, and (ii) secure the upstream procurement and logistics arrangements necessary to ensure stable and continuous supply. This is particularly important in light of the anticipated increase in demand from both existing customers and new customers following the completion of construction of their production plants located within the areas in which the Group operates.

The Directors consider that securing adequate energy-related products supply through advance payments is commercially necessary to support the Group's business growth, maintain operational stability and strengthen its market competitiveness in the relevant regions. The terms and conditions of the Procurement Agreements of MTBE were determined after arm's length negotiations between Ningxia Deru and the Supplier of MTBE, taking into account the prevailing market practices in the energy-related products trading industry.

Prior to entering into the Procurement Agreements of MTBE and making the Prepayments for MTBE, the Group conducted such internal credit assessment on the Supplier of MTBE as it considered appropriate, including (i) reviewing the financial information obtained from the Supplier of MTBE in order to assess its financial background and ability to perform under the Procurement Agreements of MTBE, (ii) conducting public searches on the Supplier of MTBE and assessing its financial background and creditworthiness with a view to evaluating the recoverability of the Prepayments for MTBE; and (iii) considering the commercial benefits expected to be brought to the Group by the relevant Prepayments for MTBE.

Following the Prepayments for MTBE, the Group has monitored the performance and credit profile of the Suppliers of MTBE on an ongoing basis through periodic reviews and communication. The Group conducted an expected credit loss assessment on the Prepayments for MTBE as at 31 December 2025 in accordance with its accounting policies, taking into account the ageing and utilisation of the Prepayments for MTBE, the historical settlement record and credit profile, and relevant forward-looking factors. No impairment provision was recognised in the consolidated financial statements of the Group for the year ended 31 December 2025 and for the six months ended 30 June 2026.

The Board is of the view that the Prepayments for MTBE remain substantially recoverable, having considered that the Prepayments for MTBE have been progressively applied against the Group's actual procurement in the ordinary course of business. The Board also considers it to be fair and reasonable to maintain the Prepayments for MTBE with the Supplier of MTBE, as this helps the Group to secure priority of energy-related products supply of business growth and increasing downstream demand. The Board will continue to monitor the level and utilisation of the Prepayments for MTBE and may adjust the relevant arrangements where appropriate. In particular, in respect of the Supplementary Procurement Agreements, as the commencement of supply has been affected by the progress of onboarding new customer demand, the Group may terminate the arrangement if the expected supply arrangement does not materialise.

In light of the above, the Directors are of the view that the terms of the Procurement Agreements of MTBE, including the Prepayments for MTBE, are on normal commercial terms, and are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

REASONS FOR AND BENEFITS OF THE PROVISION OF THE PREPAYMENTS FOR DEFORMED STEEL

It is customary in the steel trading industry for suppliers and purchasers to enter into medium term supply arrangements for a specified period. Under such arrangements, suppliers typically require purchasers to make prepayments or advance payments in order to secure stable steel products supply, with subsequent settlement adjustments made based on actual consumption.

The prepayments under the Procurement Agreement of Deformed Steel reflects the Group's expansion on the steel trading industry due to optimistic expectation of steel trading industry of the Group. The Directors consider that securing adequate steel supply through advance payments is commercially necessary to support the Group's business growth, maintain operational stability and strengthen its market competitiveness in the relevant regions. The terms and conditions of the Procurement Agreement of Deformed Steel were determined after arm's length negotiations between Beijing Wanjia and the Supplier of Deformed Steel, taking into account the prevailing market practices in the steel trading industry.

Prior to entering into the Procurement Agreement of Deformed Steel and making the Prepayments for Deformed Steel, the Group conducted such internal credit assessment on the Supplier of Deformed Steel as it considered appropriate, including (i) reviewing the financial information obtained from the Supplier of Deformed Steel in order to assess its financial background and ability to perform under the Procurement Agreement of Deformed Steel, (ii) conducting public searches on the Supplier of Deformed Steel and assessing its financial background and creditworthiness with a view to evaluating the recoverability of the Prepayments for Deformed Steel; and (iii) considering the commercial benefits expected to be brought to the Group by the relevant Prepayments for Deformed Steel.

Following the payment of the Prepayments for Deformed Steel, the Group has monitored the performance and credit profile of the Supplier of Deformed Steel on an ongoing basis through periodic reviews and communication. The Group conducted an expected credit loss assessment on the Prepayments for Deformed Steel as at 31 December 2025 in accordance with its accounting policies, taking into account the ageing and utilisation of the Prepayments for Deformed Steel, the historical settlement record and credit profile, and relevant forward-looking factors. No impairment provision was recognised in the consolidated financial statements of the Group for the year ended 31 December 2025.

In light of the above, the Directors are of the view that the terms of the Procurement Agreement of Deformed Steel, including the provision of the Prepayment for Deformed Steel, are on normal commercial terms, and are fair and reasonable and in the interests of the Company and its Shareholders as a whole. Up to 30 June 2026, all of the Prepayments for Deformed Steel have been refunded from the Supplier of Deformed Steel to Beijing Wanjia (i.e. the Group).

SUPPLEMENTAL INFORMATION IN RELATION TO THE ANNUAL REPORTS

In addition to the information disclosed in the Company's annual reports for the years ended 31 December 2024 and 2025, the Directors would like to provide the following details of the outstanding Prepayments for MTBE and Prepayments for Deformed Steel, which exceeded 8% of the Group's total assets as at 31 December 2024 and 31 December 2025, pursuant to the disclosure requirements under Rule 13.20 of the Listing Rules:

(1) Annual report for the year ended 31 December 2024

Supplier	**Approximate balance of prepayments as at 31 December 2024** *(HK$'000)*	**The approximate percentage of the Group's total assets as at 31 December 2024**	**Terms**
Supplier of MTBE	182,484	56.3%	No interest and collateral. Settled by delivery by the supplier of relevant products and recognised as cost of inventories upon delivery.

(2) Annual report for the year ended 31 December 2025

Supplier	**Approximate balance of prepayments as at 31 December 2025** *(HK$'000)*	**The approximate percentage of the Group's total assets as at 31 December 2025**	**Terms**
Supplier of MTBE	210,721	57.6%	No interest and collateral. Settled by delivery by the supplier of relevant products and recognised as cost of inventories upon delivery.
Supplier of Deformed Steel	40,018	10.9%	No interest and collateral. Settled by delivery by the supplier of relevant products.

LISTING RULES IMPLICATIONS

As the Prepayments for MTBE and the Prepayments for Deformed Steel are of a revenue nature and conducted in its ordinary and usual course of business, pursuant to Rules 14.04(1)(g) and 14.04(8) of the Listing Rules, the entering into of the Procurement Agreements of MTBE and the Procurement Agreement of Deformed Steel and the transactions contemplated thereunder do not constitute notifiable transactions of the Company under Chapter 14 of the Listing Rules. However, the Prepayments for MTBE and the Prepayments for Deformed Steel were not announced by the Company in a timely manner in accordance with the Listing Rules, which constituted a breach of Rules 13.13, 13.14 and 13.15 of the Listing Rules at the material time.

Pursuant to Rule 13.13 of the Listing Rules, where the relevant advance to an entity from the issuer or any of its subsidiaries exceeds 8% under the assets ratio as defined under Rule 14.07(1), the issuer must announce the information in accordance with Rule 13.15 immediately thereafter.

NON-COMPLIANCE WITH THE LISTING RULES

The Prepayments for MTBE and the Prepayments for Deformed Steel were made by Ningxia Deru and Beijing Wanjia, respectively, in the ordinary course of its procurement activities. The delay in disclosure was primarily due to a misinterpretation of the requirements under Rule 13.13 of the Listing Rules that the said rule only applies to loan or other financial assistances but not prepayments.

As the proper interpretation of Rule 13.13 of the Listing Rules was only identified recently, the Company did not disclose the above matters in the Group's relevant annual reports in accordance with Rule 13.20 of the Listing Rules. The Company will comply with the disclosure requirements under Rule 13.20 of the Listing Rules where the circumstances giving rise to the disclosure under Rules 13.13, 13.14 and 13.15 of the Listing Rules continue to exist at the Company's interim period end or financial year end.

REMEDIAL ACTIONS

The Company regrets the non-compliance with the Listing Rules in respect of the Prepayments.

The Board has been taking immediate remedial action to prevent the recurrence of similar incidents by requiring, with immediate effect, the Group's account and finance team to prepare a monthly computation of the assets ratio under Rule 14.07(1) in respect of (i) advances and prepayments to individual counterparties and (ii) aggregated exposures, where applicable.

To prevent the recurrence of similar incidents, the Group will implement the following remedial measures during the year ending 31 December 2026:

(i) an external internal control consultant with experience in advising Hong Kong listed issuers on internal control and regulatory compliance matters will be engaged to conduct a targeted review of the Group's internal control procedures in relation to the identification, monitoring, reporting and assessment of prepayments, advances, deposits and other similar transactions which may give rise to disclosure obligations under the Listing Rules, and to provide recommendations for remedial actions;

(ii) the remedial measures and procedural enhancements as may be recommended by the consultant following completion of the targeted review will be implemented; and

(iii) subject to finalisation of the terms, an internal training session will be arranged for all Directors, senior management and financial personnel of the Company and its subsidiaries, to be conducted by the legal adviser of the Company, to reinforce their understanding of the disclosure requirements under Chapter 13 of the Listing Rule, particularly Rules 13.13, 13.14, 13.15 and 13.20 of the Listing Rules.

DEFINITIONS

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

"Beijing Wanjia"	Beijing Wanjia Innovation Trading Co., Ltd* (北京萬家創新商貿有限公司), a company established in the PRC with limited liability and an indirect non wholly-owned subsidiary of the Company
"Board"	the board of Directors
"Company"	Jintai Energy Holdings Limited (stock code: 2728), a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on main board of the Stock Exchange
"Director(s)"	member(s) of the Board
"First Procurement Agreement of MTBE"	the procurement agreement dated 14 July 2023 entered into between Ningxia Deru and the Supplier of MTBE in respect of the procurement of the MTBE from the Supplier of MTBE
"Group"	the Company and its subsidiaries
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange, as amended, supplemented or otherwise modified from time to time
"MTBE"	xylene and methyl tert-butyl ether
"Ningxia Deru"	Ningxia Deru Petrochemical Co., Ltd.* (寧夏德儒石油化工有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
"PRC"	the People's Republic of China which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region and Taiwan

"Prepayments"	collectively, Prepayments for MTBE and the Prepayments for Deformed Steel
"Procurement Agreement of Deformed Steel"	the procurement agreement dated 15 December 2025 entered into between Beijing Wanjia and the Supplier of Deformed Steel in respect of the procurement of deformed steel from the Supplier of Deformed Steel
"Procurement Agreements of MTBE"	the First Procurement Agreement of MTBE and the Supplementary Procurement Agreements of MTBE
"RMB"	Renminbi, the lawful currency of the PRC
"Share(s)"	share(s) of HK$0.00125 each in the share capital of the Company
"Shareholder(s)"	the holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Supplementary Procurement Agreements of MTBE"	various procurement agreements dated subsequent to 14 July 2023 entered into between Ningxia Deru and the Supplier of MTBE in respect of the procurement of the MTBE from the Supplier of MTBE
"Supplier of Deformed Steel"	Shandong Yuhang Logistics Company Limited* (山東煜航物流有限公司), a company established in the PRC with limited liability
"Supplier of MTBE"	Qicheng (Shandong) Shihua Group Company Limited* (齊成(山東)石化集團有限公司), a company established in the PRC with limited liability
"%"	per cent.

By Order of the Board
Jintai Energy Holdings Limited
Bai Jie
Chairman

Hong Kong, 15 September 2026

As at the date of this announcement, the Company has three executive Directors, namely Ms. Bai Jie (Chairman), Mr. Chen Jinle (Chief Executive Officer) and Mr. Han Jinfeng, one non-executive Director, namely Mr. Yuan Hongbing (Vice Chairman), and three independent non-executive Directors, namely Mr. Tche Heng Hou Kevin, Mr. Mak Tin Sang and Ms. Li Jing.

* *For identification purpose only*