Midea Investment Development Company Limited
美的投資發展有限公司
(Incorporated in the British Virgin Islands with limited liability)

Midea Group Co., Ltd.
美的集團股份有限公司
(A joint stock company incorporated in the People's Republic of China with limited liability)
(Stock code: 0300)

PROPOSED ISSUE OF HK$8,624,000,000 ZERO COUPON GUARANTEED CONVERTIBLE BONDS DUE 2027 AND HK$8,624,000,000 ZERO COUPON GUARANTEED CONVERTIBLE BONDS DUE 2033 UNDER THE GENERAL MANDATE

Joint Global Coordinators, Joint Bookrunners and Joint Lead Managers

Morgan Stanley 摩根士丹利　Goldman Sachs 高盛　citi　BofA SECURITIES

Joint Bookrunner

CICC 中金公司

PROPOSED ISSUE OF THE BONDS

This announcement is made by the Company pursuant to Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and Rule 13.09 of the Listing Rules.

On 6 May 2026 (after trading hours), the Company, the Issuer and the Managers entered into the Subscription Agreement. Subject to the terms and conditions set out in the Subscription Agreement, the Managers have agreed to severally and not jointly subscribe and pay for, or to procure subscribers to subscribe and pay for, the 2027 Bonds to be issued by the Issuer in the aggregate principal amount of HK$8,624,000,000 and the 2033 Bonds to be issued by the Issuer in the aggregate principal amount of HK$8,624,000,000, and in each case, the Company will unconditionally and irrevocably guarantee the due and punctual payment of all sums expressed to be payable by the Issuer under the Trust Deeds and the Bonds in accordance with the terms of the Deeds of Guarantee.

The 2027 Bonds

The 2027 Bonds are convertible in the circumstances set out in the 2027 Bonds Terms and Conditions into H Shares at an initial 2027 Bonds Conversion Price of HK$96.82 per H Share (subject to adjustments).

The initial 2027 Bonds Conversion Price is HK$96.82 per H Share, which represents (i) a premium of approximately 10.4% over the last closing price of HK$87.70 per H Share as quoted on the Hong Kong Stock Exchange on 6 May 2026 (being the trading day on which the Subscription Agreement was signed) and (ii) a premium of approximately 9.7% over the average closing price of HK$88.28 as quoted on the Hong Kong Stock Exchange for the five consecutive trading days up to and excluding 6 May 2026.

Assuming full conversion of the 2027 Bonds at the initial 2027 Bonds Conversion Price of HK$96.82 per H Share, the 2027 Bonds will be convertible into approximately 89,072,505 H Shares, representing approximately 13.7% of the number of existing issued H Shares and approximately 1.2% of the number of existing issued Shares as at the date of this announcement, and approximately 12.0% of the number of issued H Shares and approximately 1.2% of the number of issued Shares, each as enlarged by the issue of 2027 Bonds Conversion Shares upon full conversion of the 2027 Bonds. The 2027 Bonds Conversion Shares will be fully-paid and rank *pari passu* in all respects with the H Shares then in issue on the relevant registration date.

The 2033 Bonds

The 2033 Bonds are convertible in the circumstances set out in the 2033 Bonds Terms and Conditions into H Shares at an initial 2033 Bonds Conversion Price of HK$115.76 per H Share (subject to adjustments).

The initial 2033 Bonds Conversion Price is HK$115.76 per H Share, which represents (i) a premium of approximately 32.0% over the last closing price of HK$87.70 per H Share as quoted on the Hong Kong Stock Exchange on 6 May 2026 (being the trading day on which the Subscription Agreement was signed) and (ii) a premium of approximately 31.1% over the average closing price of HK$88.28 as quoted on the Hong Kong Stock Exchange for the five consecutive trading days up to and excluding 6 May 2026.

Assuming full conversion of the 2033 Bonds at the initial 2033 Bonds Conversion Price of HK$115.76 per H Share, the 2033 Bonds will be convertible into approximately 74,498,963 H Shares, representing approximately 11.4% of the number of existing issued H Shares and approximately 1.0% of the number of existing issued Shares as at the date of this announcement, and approximately 10.3% of the number of issued H Shares and approximately 1.0% of the number of issued Shares, each as enlarged by the issue of 2033 Bonds Conversion Shares upon full conversion of the 2033 Bonds. The 2033 Bonds Conversion Shares will be fully-paid and rank *pari passu* in all respects with the H Shares then in issue on the relevant registration date.

Subject to completion of the issue of the Bonds, the net proceeds from the Subscription of the Bonds, after deducting the Managers' commissions (assuming that the Managers' discretionary commissions are paid in full) and other estimated expenses payable in connection with the Offerings (as defined below), will be approximately HK$17,174 million. The Company intends to use the proceeds from the Subscription in the manner detailed in the paragraph headed "Use of Proceeds from the Subscription of the Bonds".

The Conversion Shares will be allotted and issued by the Company pursuant to the General Mandate. The Subscription of the Bonds and the issue of the Conversion Shares by the Company are not subject to further Shareholders' approval.

The NDRC Certificate in relation to the issuance of the 2033 Bonds has been obtained. For the avoidance of doubt, no NDRC Certificate is required in relation to the issuance of the 2027 Bonds.

It is intended that the Bonds will be listed on the Vienna MTF operated by the Vienna Stock Exchange. An application will be made to the Vienna MTF operated by the Vienna Stock Exchange for the listing of the Bonds. The Company will apply to the Hong Kong Stock Exchange for the listing of the Conversion Shares to be allotted and issued upon conversion of the Bonds on the Hong Kong Stock Exchange.

Completion of the subscription and issuance of the Bonds is subject to the satisfaction and/or waiver of the conditions precedent contained in the Subscription Agreement. In addition, the Subscription Agreement may be terminated in certain circumstances.

As the transactions envisaged under the Subscription Agreement may or may not be completed, the Bonds may or may not be issued or listed and/or the Conversion Shares may or may not be issued or listed. Shareholders and potential investors are advised to exercise caution when dealing in the H Shares and other securities of the Company.

PROPOSED ISSUE OF THE BONDS

This announcement is made by the Company pursuant to Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and Rule 13.09 of the Listing Rules.

On 6 May 2026 (after trading hours), the Company, the Issuer and the Managers entered into the Subscription Agreement. Subject to the terms and conditions set out in the Subscription Agreement, the Managers have agreed to severally and not jointly subscribe and pay for, or to procure subscribers to subscribe and pay for, the 2027 Bonds to be issued by the Issuer in the aggregate principal amount of HK$8,624,000,000 and the 2033 Bonds to be issued by the Issuer in the aggregate principal amount of HK$8,624,000,000, and in each case, the Company will unconditionally and irrevocably guarantee the due and punctual payment of all sums expressed to be payable by the Issuer under the Trust Deeds and the Bonds in accordance with the terms of the Deeds of Guarantee.

SUBSCRIPTION AGREEMENT

Date

6 May 2026

Parties

1. The Issuer as issuer;

2. The Company as guarantor; and

3. The Managers.

Subscription

Subject to the satisfaction of the conditions set out below in the section headed “Subscription Agreement – Conditions precedent”, the Managers have agreed to severally and not jointly subscribe and pay for, or procure subscribers to subscribe and pay for, the 2027 Bonds in the aggregate principal amount of HK$8,624,000,000 and the 2033 Bonds in the aggregate principal amount of HK$8,624,000,000. To the best of the Directors’ knowledge, information and belief, and having made all reasonable enquiries, each of the Managers is an Independent Third Party.

Subscribers

The Managers have informed the Company that each of the 2027 Bonds and the 2033 Bonds will be offered to no less than six independent placees (who will be independent individual, corporate and/or institutional investors). To the best of the Directors’ knowledge, information and belief, having made all reasonable enquiries, each of the placees (and their respective ultimate beneficial owners) is not a connected person of the Company.

Conditions precedent

The obligations of the Managers to subscribe and pay for the Bonds are conditional on, amongst others:

1. **Due diligence:** each of the Managers being satisfied with the results of their due diligence investigations with respect to the Issuer, the Company and the other members of the Group;

2. **Other Contracts:** the execution and delivery (on or before the Closing Date) of the Trust Deeds, the Agency Agreements and the Deeds of Guarantee, each in a form reasonably satisfactory to the Managers, by the respective parties;

3. **Compliance:** at the Closing Date:

   (i) the representations and warranties of the Issuer and the Company in the Subscription Agreement (taking into account of the facts and circumstances subsisting on the Closing Date) being true, accurate and correct at, and as if made on such date;

   (ii) the Issuer and the Company having performed all of their respective obligations under the Subscription Agreement expressed to be performed on or before such date; and

   (iii) there having been delivered to the Managers a certificate in the form as scheduled to the Subscription Agreement, dated as of such date, of a duly authorised officer of the Issuer and the Company to such effect;

4. **Material adverse change:** after the date of the Subscription Agreement and up to and at the Closing Date, there shall not have occurred any change (nor any development or event involving a prospective change), in the financial condition, business, general affairs, prospects or results of operations of the Issuer, the Company or of the Group, which, in the opinion of the Managers, is material and adverse in the context of the Offerings or the giving of the Guarantees;

5. **Other consents:** on or prior to the Closing Date there shall have been delivered to the Managers copies of all consents and approvals required in relation to the issue of the Bonds and the performance of the Issuer's and the Company's obligations under the Trust Deeds, the Deeds of Guarantee, the Agency Agreements and the Bonds (including the consents and approvals required from the NDRC (which remains in full force and effect) and all lenders);

6. **Listing:** the Hong Kong Stock Exchange having agreed to list the New Shares upon conversion of the Bonds (or the Managers being reasonably satisfied that such listing will be granted);

7. **Legal opinions:** on or before the Closing Date, there having been delivered to the Managers opinions, in form and substance satisfactory to the Managers, dated the Closing Date, as to the laws of the British Virgin Islands, PRC law, English law and Hong Kong law;

8. **Fee letters:** on or before the Closing Date, there having been delivered to each Manager, the relevant fee letter referred to in the Subscription Agreement and executed between the Issuer, the Company and the relevant Manager; and

9. **CSRC Filing:** on or prior to the Issue Date, the agreed and final or substantially complete drafts of the following documents in relation to the CSRC Filings, in form and substance satisfactory to the Managers, having been delivered to the Managers:

   (i) the CSRC Filing Report (including the letter of undertaking from the Company);

   (ii) legal opinions of the legal advisers to the Issuer and the Company as to PRC law, to be submitted to the CSRC (including the letter of undertaking from the legal advisers to the Issuer and the Company as to PRC law); and

   (iii) any other CSRC Filings required by the CSRC.

The Managers may, at their discretion and upon such terms as they think fit, waive compliance with the whole or any part of the conditions precedent (other than condition (2) above) set out in the Subscription Agreement.

As at the date of this announcement, certain of the above conditions precedent to the completion of the Subscription Agreement are yet to be satisfied and/or waived (as the case may be). It is the intention of the Issuer and the Company to satisfy or procure the satisfaction of the conditions precedent set out in the Subscription Agreement before the Issue Date.

Completion of the Subscription

The completion of the Subscription shall take place on the Issue Date subject to fulfillment (or waiver, as the case may be) of the conditions set out above.

Termination

Notwithstanding anything contained in the Subscription Agreement, the Managers may, by notice to the Issuer and the Company given at any time prior to payment of the gross subscription monies for the Bonds to the Issuer, in their sole discretion, terminate the Subscription Agreement in any of the following circumstances:

1. if there shall have come to the notice of the Managers any breach of, or any event rendering untrue or incorrect in any material respect, any of the warranties and representations contained in the Subscription Agreement or any failure to perform any of the Issuer's or the Company's undertakings or agreements in the Subscription Agreement;

2. if any of the conditions precedent set out in the Subscription Agreement has not been satisfied or waived by the Managers on or prior to the Issue Date;

3. if in the opinion of the Managers, there shall have been, since the date of the Subscription Agreement, any change, or any development involving a prospective change, in national or international monetary, financial, political or economic conditions or currency exchange rates or foreign exchange controls such as would in their view, be likely to prejudice materially the success of the Offerings and distribution of the Bonds or dealings in the Bonds in the secondary market;

4. if, in the opinion of the Managers, there shall have occurred any of the following events: (i) a suspension or a material limitation in trading in securities generally on the Shenzhen Stock Exchange, New York Stock Exchange, the London Stock Exchange plc, the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (ii) a suspension or a material limitation in trading in the Company's securities on the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (iii) a general moratorium on commercial banking activities in the United States, the PRC, Hong Kong, the European Union (or any member thereof) and/or the United Kingdom declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, the PRC, the European Union (or any member thereof), Hong Kong or the United Kingdom; or (iv) a change or development involving a prospective change in taxation materially and adversely affecting the Issuer, the Company, the Bonds and the Shares to be issued upon conversion of the Bonds or the transfer thereof; or

5. if, in the opinion of the Managers, there shall have occurred any event or series of events (including the occurrence of any local, national or international outbreak or escalation of disaster, hostility, insurrection, armed conflict, act of terrorism, act of God or epidemic) as would in their view be likely to prejudice materially the success of the Offerings and distribution of the Bonds or dealings in the Bonds in the secondary market.

Lock-up

Neither the Issuer, the Company nor any person acting on its or their behalf will (a) issue, offer, sell, contract to sell, pledge, encumber or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shares or securities of the same class as the Bonds or the Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Bonds, the Shares or securities of the same class as the Bonds, the Shares or other instruments representing interests in the Bonds, the Shares or other securities of the same class as them, (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Shares, (c) enter into any transaction with the same economic effect as, or which is designed to, or which may reasonably be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (a), (b) or (c) is to be settled by delivery of Shares or other securities, in cash or otherwise or (d) announce or otherwise make public an intention to do any of the foregoing, in any such case without the prior written consent of the Managers between the date of the Subscription Agreement and the date which is 90 days after the Issue Date (both dates inclusive); except for (i) the Bonds and the New Shares issued on conversion of the Bonds; and (ii) Shares issued pursuant to exercise of the share options granted under the Share Schemes or any share option, share award, restricted share or employee share incentive schemes or plans to be approved by the Company at its 2025 annual general meeting and publicly disclosed by the Company. For the purposes of this section, "**Shares**" means (i) ordinary shares with a nominal value of RMB1.00 each issued by the Company to investors which are traded in Hong Kong dollars on the Hong Kong Stock Exchange; (ii) ordinary shares with a nominal value of RMB1.00 each issued by the Company and which are traded in Renminbi on the Shenzhen Stock Exchange and (iii) any other fully-paid and non-assessable shares of any class or classes of the ordinary shares of the Company authorised after the date hereof which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Company.

PRINCIPAL TERMS OF THE 2027 BONDS

The principal terms of the 2027 Bonds are summarised as follows:

Issuer:	Midea Investment Development Company Limited 美的投資發展有限公司, a wholly owned subsidiary of the Company
Guarantor:	Midea Group Co., Ltd. (美的集團股份有限公司)
Maturity Date:	11 May 2027
Issue Price:	100% of the principal amount of the 2027 Bonds
2027 Bonds:	HK$8,624,000,000 zero coupon guaranteed convertible bonds due 2027 convertible at the option of the holder thereof into fully paid ordinary H Shares of the Company of a nominal value of RMB1.00 each at the initial conversion price of HK$96.82 per H Share.
Interest:	The 2027 Bonds are zero coupon and do not bear interest.
Status:	(i) The 2027 Bonds will constitute direct, unsubordinated, unconditional and (subject to the provisions of Condition 3.1 of the 2027 Bonds Terms and Conditions) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Issuer under the 2027 Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable law and subject to Condition 3.1 of the 2027 Bonds Terms and Conditions, at all times rank at least equally with all of its other present and future direct, unsubordinated, unconditional and unsecured obligations; and (ii) the 2027 Bonds Guarantee will constitute direct, unsubordinated, unconditional and (subject to the provisions of Condition 3.1 of the 2027 Bonds Terms and Conditions) unsecured obligations of the Company.
Form and denomination:	The 2027 Bonds will be issued in registered form in the specified denomination of HK$2,000,000 each and integral multiples of HK$1,000,000 in excess thereof.

Conversion period:	Subject to and upon compliance with the 2027 Bonds Terms and Conditions, the Conversion Right attaching to any 2027 Bond may be exercised, at the option of the Bondholder, at any time on or after the 41st day after the Issue Date up to the close of business (at the place where the certificate evidencing such 2027 Bond is deposited for conversion) on the date falling 10 days prior to the 2027 Bonds Maturity Date (both days inclusive), or if such 2027 Bond shall have been called for redemption by the Issuer before the 2027 Bonds Maturity Date, then up to the close of business (at the place aforesaid) on a date no later than 10 days (both days inclusive and at the place aforesaid) prior to the date fixed for redemption thereof; provided that no Conversion Right may be exercised in respect of a 2027 Bond where the holder shall have exercised its right to require the Issuer to redeem or repurchase such 2027 Bond pursuant to the 2027 Bonds Terms and Conditions; provided further that the Conversion Right is exercised subject to any applicable fiscal or other laws or regulations or as provided in the 2027 Bonds Terms and Conditions.
Conversion Price:	The price at which H Shares will be issued upon conversion will initially be HK$96.82 per H Share but will be subject to adjustments for, among other things, consolidation, subdivision or re-classification, capitalisation of profits or reserves, capital distributions, rights issues of Shares or options over Shares at less than 95% of the current market price, rights issues of other securities, issues at less than 95% of the current market price, other issues at less than 95% of the current market price, modification of rights of conversion etc. at less than 95% of the current market price, other offers to holders of H Shares, other events and Change of Control, as further described in the 2027 Bonds Terms and Conditions.
Ranking of Conversion Shares:	The H Shares issued upon exercise of the Conversion Rights will be fully paid up and will in all respects rank *pari passu* with, and within the same class as, the H Shares in issue on the relevant registration date except for any right excluded by mandatory provisions of applicable law.
Redemption at maturity:	Unless previously redeemed, converted or purchased and cancelled as provided in the 2027 Bonds Terms and Conditions, the Issuer will redeem each 2027 Bond at its principal amount on the 2027 Bonds Maturity Date.

Redemption for taxation reasons

The 2027 Bonds may be redeemed, at the option of the Issuer in all but not some only of the 2027 Bonds on giving not less than 30 nor more than 60 days' notice to the Trustee, the Principal Agent and the Bondholders (which notice shall be irrevocable), at their principal amount, if the Issuer satisfies the Trustee immediately prior to the giving of such notice that (i) the Issuer (or if the 2027 Bonds Guarantee was called, the Company) has or will become obliged to pay additional tax amounts as provided or referred to in the 2027 Bonds Terms and Conditions as a result of any change in, or amendment to, the laws or regulations of the PRC, the British Virgin Islands or Hong Kong or, in each case, any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations (including a decision by a court of competent jurisdiction), which change or amendment becomes effective on or after 6 May 2026, and (ii) such obligation cannot be avoided by the Issuer (or, as the case may be, the Company) taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer (or, as the case may be, the Company) would be obliged to pay such additional tax amounts were a payment in respect of the 2027 Bonds then due. If the Issuer or the Company exercises its tax redemption right, each Bondholder shall have the right to elect that its 2027 Bonds shall not be redeemed. Upon a Bondholder electing not to have its 2027 Bonds redeemed in such circumstances, no additional tax amounts shall be payable in respect thereof and any payments due after the relevant date of redemption shall be made subject to any deduction or withholding of any taxation required to be deducted or withheld.

Redemption at the option of the Issuer:

On giving not less than 30 nor more than 60 days' notice, by the Issuer to the Bondholders, the Trustee and the Principal Agent (which notice will be irrevocable), the 2027 Bonds may be redeemed by the Issuer in all but not some only at their principal amount:

(i) at any time after 13 August 2026 but prior to the 2027 Bonds Maturity Date, provided that no such redemption may be made unless the Closing Price (as defined in the 2027 Bonds Terms and Conditions) of an H Share for any 20 H Share Stock Exchange Business Days within a period of 30 consecutive H Share Stock Exchange Business Days, the last of such H Share Stock Exchange Business Day shall occur not more than 10 days prior to the date upon which notice of such redemption is given, was, for each such 20 H Share Stock Exchange Business Days, at least 120 per cent. of the 2027 Bonds Conversion Price then in effect. If there shall occur an event giving rise to a change in the 2027 Bonds Conversion Price during any such 30 consecutive H Share Stock Exchange Business Day period, appropriate adjustments for the relevant days approved by an Independent Financial Advisor (as defined in the 2027 Bonds Terms and Conditions) shall be made for the purpose of calculating the Closing Price of the H Shares for such days; or

(ii) if at any time the aggregate principal amount of the 2027 Bonds outstanding is less than 10 per cent. of the aggregate principal amount originally issued (including any 2027 Bonds further issued pursuant to the 2027 Bonds Terms and Conditions).

Redemption for Relevant Events: Following the occurrence of a 2027 Bonds Relevant Event (as defined below), the holder of each 2027 Bond will have the right at such holder's option, to require the Issuer to redeem all or some only of such holder's 2027 Bonds on the Relevant Event Put Date at their principal amount as at the Relevant Event Put Date.

"**2027 Bonds Relevant Event**" means the occurrence of any of:

(i) a Change of Control;

(ii) a Delisting;

(iii) an H Share Suspension in Trading; or

(iv) a 2027 Bonds No Registration Event.

Negative pledge: So long as any 2027 Bond remains outstanding, neither the Issuer nor the Company shall, and the Issuer and the Company shall procure that none of their respective Subsidiaries (as defined in the 2027 Bonds Terms and Conditions) (except for any Listed Subsidiaries (as defined in the 2027 Bonds Terms and Conditions)) will, create or permit to subsist, any Security Interest (as defined in the 2027 Bonds Terms and Conditions) upon the whole or any part of its undertaking, assets or revenues present or future to secure any Relevant Indebtedness (as defined in the 2027 Bonds Terms and Conditions), or to secure any guarantee of or indemnity in respect of any Relevant Indebtedness unless, at the same time or prior thereto (A) the Issuer's obligations under the 2027 Bonds or, as the case may be, the Company's obligations under the 2027 Bonds Guarantee of the 2027 Bonds (i) are secured equally and rateably therewith in substantially identical terms thereto or (ii) are secured with such other security as may be approved by an Extraordinary Resolution (as defined in the 2027 Bonds Trust Deed) of Bondholders, or (B) the provision of any such Security Interest is waived by an Extraordinary Resolution.

The foregoing restriction shall not apply to:

(i) any Security Interest either over any asset acquired after the Issue Date which is in existence at the time of such acquisition or in respect of the obligations of any Person which becomes the Company's Subsidiary after the Issue Date which is in existence at the date on which it becomes the Company's Subsidiary and in both cases any replacement thereof created in connection with the refinancing (together with interest, fees and other charges attributable thereto) of the Relevant Indebtedness originally secured (but the principal amount secured by any such Security Interest may not be increased); provided that any such Security Interest was not incurred in anticipation of such acquisition or of such Person becoming the Company's Subsidiary; and

(ii) any Security Interest created on any property or asset acquired, leased or developed (including improved, constructed, altered or repaired) after the Issue Date; provided, however, that (A) (x) any such Security Interest shall be confined to the property or asset acquired, leased or developed (including improved, constructed, altered or repaired) and; (y) to the extent that such Security Interest shall secure any other property or asset, the principal amount of the debt encumbered by such Security Interest shall not exceed the cost of the applicable acquisition, development or improvement; (B) any such Security Interest shall be created concurrently with or within two years following the acquisition, lease or development (including construction, improvement, repair or alteration) of such property or asset; and (C) any such acquired, leased or developed property or asset was not held or owned by the Company or the Company's Subsidiaries on or prior to the Issue Date.

PRINCIPAL TERMS OF THE 2033 BONDS

The principal terms of the 2033 Bonds are summarised as follows:

Issuer:	Midea Investment Development Company Limited 美的投資發展有限公司, a wholly owned subsidiary of the Company
Guarantor:	Midea Group Co., Ltd. (美的集團股份有限公司)
Maturity Date:	13 May 2033
Issue Price:	100% of the principal amount of the 2033 Bonds
2033 Bonds:	HK$8,624,000,000 zero coupon guaranteed convertible bonds due 2033 convertible at the option of the holder thereof into fully paid ordinary H Shares of the Company of a nominal value of RMB1.00 each at the initial conversion price of HK$115.76 per H Share.
Interest:	The 2033 Bonds are zero coupon and do not bear interest.
Status:	(i) The 2033 Bonds will constitute direct, unsubordinated, unconditional and (subject to the provisions of Condition 3.1 of the 2033 Bonds Terms and Conditions) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Issuer under the 2033 Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable law and subject to Condition 3.1 of the 2033 Bonds Terms and Conditions, at all times rank at least equally with all of its other present and future direct, unsubordinated, unconditional and unsecured obligations; and (ii) the 2033 Bonds Guarantee will constitute direct, unsubordinated, unconditional and (subject to the provisions of Condition 3.1 of the 2033 Bonds Terms and Conditions) unsecured obligations of the Company.
Form and denomination:	The 2033 Bonds will be issued in registered form in the specified denomination of HK$2,000,000 each and integral multiples of HK$1,000,000 in excess thereof.

Conversion period:	Subject to and upon compliance with the 2033 Bonds Terms and Conditions, the Conversion Right attaching to any 2033 Bond may be exercised, at the option of the Bondholder, at any time on or after the 41st day after the Issue Date up to the close of business (at the place where the certificate evidencing such 2033 Bond is deposited for conversion) on the date falling 10 days prior to the 2033 Bonds Maturity Date (both days inclusive), or if such 2033 Bond shall have been called for redemption by the Issuer before the 2033 Bonds Maturity Date, then up to the close of business (at the place aforesaid) on a date no later than 10 days (both days inclusive and at the place aforesaid) prior to the date fixed for redemption thereof; provided that no Conversion Right may be exercised in respect of a 2033 Bond where the holder shall have exercised its right to require the Issuer to redeem or repurchase such 2033 Bond pursuant to the 2033 Bonds Terms and Conditions; provided further that the Conversion Right is exercised subject to any applicable fiscal or other laws or regulations or as provided in the 2033 Bonds Terms and Conditions.
Conversion Price:	The price at which H Shares will be issued upon conversion will initially be HK$115.76 per H Share but will be subject to adjustments for, among other things, consolidation, subdivision or re-classification, capitalisation of profits or reserves, capital distributions, rights issues of Shares or options over Shares at less than 95% of the current market price, rights issues of other securities, issues at less than 95% of the current market price, other issues at less than 95% of the current market price, modification of rights of conversion etc. at less than 95% of the current market price, other offers to holders of H Shares, other events and Change of Control, as further described in the 2033 Bonds Terms and Conditions.
Ranking of Conversion Shares:	The H Shares issued upon exercise of the Conversion Rights will be fully paid up and will in all respects rank *pari passu* with, and within the same class as, the H Shares in issue on the relevant registration date except for any right excluded by mandatory provisions of applicable law.
Redemption at maturity:	Unless previously redeemed, converted or purchased and cancelled as provided in the 2033 Bonds Terms and Conditions, the Issuer will redeem each 2033 Bond at 114.95 per cent. of its principal amount on the 2033 Bonds Maturity Date.

Redemption for taxation reasons	The 2033 Bonds may be redeemed, at the option of the Issuer in all but not some only of the 2033 Bonds on giving not less than 30 nor more than 60 days' notice to the Trustee, the Principal Agent and the Bondholders (which notice shall be irrevocable), at the Early Redemption Amount, if the Issuer satisfies the Trustee immediately prior to the giving of such notice that (i) the Issuer (or if the 2033 Bonds Guarantee was called, the Company) has or will become obliged to pay additional tax amounts as provided or referred to in the 2033 Bonds Terms and Conditions as a result of any change in, or amendment to, the laws or regulations of the PRC, the British Virgin Islands or Hong Kong or, in each case, any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations (including a decision by a court of competent jurisdiction), which change or amendment becomes effective on or after 6 May 2026, and (ii) such obligation cannot be avoided by the Issuer (or, as the case may be, the Company) taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer (or, as the case may be, the Company) would be obliged to pay such additional tax amounts were a payment in respect of the 2033 Bonds then due. If the Issuer or the Company exercises its tax redemption right, each Bondholder shall have the right to elect that its 2033 Bonds shall not be redeemed. Upon a Bondholder electing not to have its 2033 Bonds redeemed in such circumstances, no additional tax amounts shall be payable in respect thereof and any payments due after the relevant date of redemption shall be made subject to any deduction or withholding of any taxation required to be deducted or withheld.
Redemption at the option of the Issuer:	On giving not less than 30 nor more than 60 days' notice, by the Issuer to the Bondholders, the Trustee and the Principal Agent (which notice will be irrevocable), the 2033 Bonds may be redeemed by the Issuer in all but not some only at the Early Redemption Amount if at any time the aggregate principal amount of the 2033 Bonds outstanding is less than 10 per cent. of the aggregate principal amount originally issued (including any 2033 Bonds further issued pursuant to the 2033 Bonds Terms and Conditions).

Redemption at the option of the Bondholders:

The holder of each 2033 Bond will have the right at such holder's option, to require the Issuer to redeem all or some only of that holder's 2033 Bonds at 106.15 per cent. and 110.46 per cent. of their principal amount on the relevant Put Option Date, respectively. To exercise such right, the holder of the relevant 2033 Bond must complete, sign and deposit at the specified office of any Paying Agent (as defined in the 2033 Bonds Terms and Conditions) during normal business hours (being between 9:00 a.m. and 3:00 p.m., Monday to Friday except for public holidays) a duly completed and signed notice (the "**Put Option Notice**"), substantially in the form scheduled to the 2033 Bonds Agency Agreement, obtainable from the specified office of any Paying Agent, together with the certificate evidencing the 2033 Bonds to be redeemed not earlier than 60 days and not later than 30 days prior to the relevant Put Option Date.

A Put Option Notice, once delivered, shall be irrevocable (and may not be withdrawn unless the Issuer consents to such withdrawal) and the Issuer shall redeem the 2033 Bonds the subject of a Put Option Notice delivered as aforesaid on the relevant Put Option Date.

Redemption for Relevant Events:

Following the occurrence of a 2033 Bonds Relevant Event (as defined below), the holder of each 2033 Bond will have the right at such holder's option, to require the Issuer to redeem all or some only of such holder's 2033 Bonds on the Relevant Event Put Date at the Early Redemption Amount as at the Relevant Event Put Date.

"**2033 Bonds Relevant Event**" means the occurrence of any of:

(i) a Change of Control;

(ii) a Delisting;

(iii) an H Share Suspension in Trading; or

(iv) a 2033 Bonds No Registration Event.

Negative pledge: So long as any 2033 Bond remains outstanding, neither the Issuer nor the Company shall, and the Issuer and the Company shall procure that none of their respective Subsidiaries (as defined in the 2033 Bonds Terms and Conditions) (except for any Listed Subsidiaries (as defined in the 2033 Bonds Terms and Conditions)) will, create or permit to subsist, any Security Interest (as defined in the 2033 Bonds Terms and Conditions) upon the whole or any part of its undertaking, assets or revenues present or future to secure any Relevant Indebtedness (as defined in the 2033 Bonds Terms and Conditions), or to secure any guarantee of or indemnity in respect of any Relevant Indebtedness unless, at the same time or prior thereto (A) the Issuer's obligations under the 2033 Bonds or, as the case may be, the Company's obligations under the 2033 Bonds Guarantee of the 2033 Bonds (i) are secured equally and rateably therewith in substantially identical terms thereto or (ii) are secured with such other security as may be approved by an Extraordinary Resolution (as defined in the 2033 Bonds Trust Deed) of Bondholders, or (B) the provision of any such Security Interest is waived by an Extraordinary Resolution.

The foregoing restriction shall not apply to:

(i) any Security Interest either over any asset acquired after the Issue Date which is in existence at the time of such acquisition or in respect of the obligations of any Person which becomes the Company's Subsidiary after the Issue Date which is in existence at the date on which it becomes the Company's Subsidiary and in both cases any replacement thereof created in connection with the refinancing (together with interest, fees and other charges attributable thereto) of the Relevant Indebtedness originally secured (but the principal amount secured by any such Security Interest may not be increased); provided that any such Security Interest was not incurred in anticipation of such acquisition or of such Person becoming the Company's Subsidiary; and

(ii) any Security Interest created on any property or asset acquired, leased or developed (including improved, constructed, altered or repaired) after the Issue Date; provided, however, that (A) (x) any such Security Interest shall be confined to the property or asset acquired, leased or developed (including improved, constructed, altered or repaired) and; (y) to the extent that such Security Interest shall secure any other property or asset, the principal amount of the debt encumbered by such Security Interest shall not exceed the cost of the applicable acquisition, development or improvement; (B) any such Security Interest shall be created concurrently with or within two years following the acquisition, lease or development (including construction, improvement, repair or alteration) of such property or asset; and (C) any such acquired, leased or developed property or asset was not held or owned by the Company or the Company's Subsidiaries on or prior to the Issue Date.

CONVERSION PRICE AND CONVERSION SHARES

The 2027 Bonds

The initial 2027 Bonds Conversion Price is HK$96.82 per H Share, which represents (i) a premium of approximately 10.4% over the last closing price of HK$87.70 per H Share as quoted on the Hong Kong Stock Exchange on 6 May 2026 (being the trading day on which the Subscription Agreement was signed) and (ii) a premium of approximately 9.7% over the average closing price of HK$88.28 as quoted on the Hong Kong Stock Exchange for the five consecutive trading days up to and excluding 6 May 2026.

The 2027 Bonds Conversion Price was determined with reference to the prevailing market price of the H Shares and the 2027 Bonds Terms and Conditions (including the redemption options) and was negotiated on an arm's length basis between the Issuer, the Company and the Managers. The Directors consider that the 2027 Bonds Conversion Price is fair and reasonable based on the current market conditions and in the interests of the Company and the Shareholders as a whole.

Assuming full conversion of the 2027 Bonds at the initial 2027 Bonds Conversion Price of HK$96.82 per H Share, the 2027 Bonds will be convertible into approximately 89,072,505 H Shares, representing approximately 13.7% of the number of existing issued H Shares and approximately 1.2% of the number of existing issued Shares as at the date of this announcement, and approximately 12.0% of the number of issued H Shares and approximately 1.2% of the number of issued Shares, each as enlarged by the issue of 2027 Bonds Conversion Shares upon full conversion of the 2027 Bonds. The 2027 Bonds Conversion Shares will be fully-paid and rank *pari passu* in all respects with the H Shares then in issue on the relevant registration date.

The aggregate nominal amount of the 2027 Bonds Conversion Shares is RMB89,072,505. Assuming that the Managers' discretionary commissions are paid in full, the net issue price per 2027 Bonds Conversion Share based on the estimated net proceeds from the Subscription of approximately HK$8,587 million, and 89,072,505 2027 Bonds Conversion Shares resulting from the full conversion of the 2027 Bonds is estimated to be approximately HK$96.41 per H Share.

The 2033 Bonds

The initial 2033 Bonds Conversion Price is HK$115.76 per H Share, which represents (i) a premium of approximately 32.0% over the last closing price of HK$87.70 per H Share as quoted on the Hong Kong Stock Exchange on 6 May 2026 (being the trading day on which the Subscription Agreement was signed) and (ii) a premium of approximately 31.1% over the average closing price of HK$88.28 as quoted on the Hong Kong Stock Exchange for the five consecutive trading days up to and excluding 6 May 2026.

The 2033 Bonds Conversion Price was determined with reference to the prevailing market price of the H Shares and the 2033 Bonds Terms and Conditions (including the redemption options) and was negotiated on an arm's length basis between the Issuer, the Company and the Managers. The Directors consider that the 2033 Bonds Conversion Price is fair and reasonable based on the current market conditions and in the interests of the Company and the Shareholders as a whole.

Assuming full conversion of the 2033 Bonds at the initial 2033 Bonds Conversion Price of HK$115.76 per H Share, the 2033 Bonds will be convertible into approximately 74,498,963 H Shares, representing approximately 11.4% of the number of existing issued H Shares and approximately 1.0% of the number of existing issued Shares as at the date of this announcement, and approximately 10.3% of the number of issued H Shares and approximately 1.0% of the number of issued Shares, each as enlarged by the issue of 2033 Bonds Conversion Shares upon full conversion of the 2033 Bonds. The 2033 Bonds Conversion Shares will be fully-paid and rank *pari passu* in all respects with the H Shares then in issue on the relevant registration date.

The aggregate nominal amount of the 2033 Bonds Conversion Shares is RMB74,498,963. Assuming that the Managers' discretionary commissions are paid in full, the net issue price per 2033 Bonds Conversion Share based on the estimated net proceeds from the Subscription of approximately HK$8,587 million, and 74,498,963 2033 Bonds Conversion Shares resulting from the full conversion of the 2033 Bonds is estimated to be approximately HK$115.27 per H Share.

EFFECTS ON SHAREHOLDINGS AS A RESULT OF CONVERSION

The following table illustrates (1) the existing shareholding structure as at the date of this announcement; and (2) the shareholding structure assuming the Bonds are fully converted into Conversion Shares at the initial 2027 Bonds Conversion Price of HK$96.82 each or the initial 2033 Bonds Conversion Price of HK$115.76 each (as applicable); on the assumptions that (a) there will be no other change to the share capital of the Company from the date of this announcement until the conversion of the Bonds in full, save for the issue of Conversion Shares as a result of the conversion of the Bonds in full (as the case may be); and (b) the Bondholders do not and will not hold any Shares other than the Conversion Shares.

Shareholders	**Existing (as at the date of this announcement)**		**Upon full conversion of the Bonds at the applicable initial Conversion Price**	
	No.of Shares	*Approximate % of issued ordinary share capital of the Company*	*Number of Shares*	*Approximate % of the total issued share capital*
Midea Holding	2,169,178,713	28.52%	2,169,178,713	27.92%
Mr. He Xiangjian *(Note 1)*	31,909,643	0.42%	31,909,643	0.41%
Other holders of A Shares	4,754,889,473	62.51%	4,754,889,473	61.19%
Holders of H Shares	650,848,500	8.56%	650,848,500	8.38%
Bondholders	–	–	163,571,468	2.11%
Total	7,606,826,329	100.00%	7,770,397,797	100.00%

Note:

1. As at 31 December 2025, Mr. He beneficially held 31,909,643 A Shares, and was interested in approximately 94.55% of Midea Holding and was deemed to be interested in all the A Shares held by Midea Holding.

USE OF PROCEEDS FROM THE SUBSCRIPTION OF THE BONDS

Subject to completion of the issue of the Bonds, the net proceeds from the issue of the Bonds, after deducting the Managers' commissions (assuming that the Managers' discretionary commissions are paid in full) and other estimated expenses payable in connection with these Offerings, will be approximately HK$17,174 million.

The Company intends to use such proceeds in the following manner:

(1) approximately 60% will be used for international expansion and enhancing offshore liquidity;

(2) approximately 40% will be used for general corporate purposes.

REASONS FOR AND BENEFITS OF THE ISSUE OF THE BONDS

The Board considers that the issue of the Bonds represents an opportunity to potentially enlarge and diversify the shareholder base of the Company, to improve the liquidity position of the Company, to reduce the financing costs of the Company and to raise further working capital for the Company. The Board currently intends to use the funds as mentioned above and considers it will facilitate the overall development and expansion of the Company.

The Directors (including the independent non-executive Directors) consider that the terms and conditions of the Subscription Agreement and the issue of the Bonds are made on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

GENERAL MANDATE

No Shareholders' approval is required for the issue of the Bonds and the Conversion Shares, as the Bonds will be issued and the Conversion Shares will be allotted and issued pursuant to the General Mandate granted to the Board by resolution of the Shareholders on 30 May 2025 and on 24 September 2025, under which the Board may, among others, issue the Bonds and allot and issue up to 1,526,750,534 new Shares representing 20% of the Shares in issue (excluding Treasury Shares) as at the date of the AGM.

As at the date of this announcement and immediately prior to the entering into of the Subscription Agreement, the Company has not issued any Shares under the General Mandate.

No Shareholders' approval is required for the provision of the Guarantees, as the Guarantees will be provided pursuant to the resolution of the Shareholders on 30 May 2025 on provision of guarantees for controlled subsidiaries in 2025 (with the specific guarantee amount to be determined by the Board).

EQUITY FUND RAISING ACTIVITIES BY THE COMPANY IN THE LAST 12 MONTHS

The Company had not conducted any fund raising exercise by issuing equity securities during the 12 months immediately before the date of this announcement.

To the best of the Directors' knowledge, information and belief, having made all reasonable inquires, the conversion of the Bonds will not result in the Company's non-compliance with the public float requirement under Rule 8.08 of the Listing Rules and will not trigger a mandatory general offer obligation under Rule 26.1 of the Code on Takeovers and Mergers on the part of the Bondholders.

GENERAL INFORMATION

The Company was set up by the Council of Trade Unions of GD Midea Group Co., Ltd. and was registered in Market Safety Supervision Bureau of Shunde District, Foshan, PRC on 7 April 2000, with its headquarters located in Foshan, Guangdong. On 30 August 2012, the Company was transformed into a joint stock company. On 29 July 2013, the Company was approved to merge and acquire Guangdong Midea Electric Co., Ltd., which was listed on Shenzhen Stock Exchange. The Company's A Shares have been listed on Shenzhen Stock Exchange since 18 September 2013. The Company's H Shares have been listed on the Main Board of the Hong Kong Stock Exchange since 17 September 2024.

The Group are principally engaged in manufacturing and sales of residential air-conditioner, central air-conditioner, heating and ventilation systems, kitchen appliances, refrigerators, washing machines and various small appliances, elevators, high-voltage inverters, low-voltage inverters, medical imaging products, robotics and automation system. The Group also carried out other businesses including provision of the smart supply chain; sale, wholesale and processing of raw materials of household electrical appliances; and financial businesses involving customer deposits, interbank lending and borrowings, consumption credits, buyer's credits and finance leases.

CSRC FILINGS AND NDRC POST-ISSUANCE FILING

The Company shall complete the CSRC Filings in connection with the Offerings and, in respect of the 2033 Bonds only, the NDRC Post-Issuance Filing.

NDRC CERTIFICATE AND APPLICATION FOR LISTING

The NDRC Certificate in relation to the issuance of the 2033 Bonds has been obtained. For the avoidance of doubt, no NDRC Certificate is required in relation to the issuance of the 2027 Bonds.

An application will be made to the Vienna MTF operated by the Vienna Stock Exchange for the listing of the Bonds. The Company will also make an application to the Hong Kong Stock Exchange for the listing of the Conversion Shares to be allotted and issued upon conversion of the Bonds on the Hong Kong Stock Exchange.

Completion of the subscription and issuance of the Bonds is subject to the satisfaction and/or waiver of the conditions precedent contained in the Subscription Agreement. In addition, the Subscription Agreement may be terminated in certain circumstances.

As the transactions envisaged under the Subscription Agreement may or may not be completed, the Bonds may or may not be issued or listed and/or the Conversion Shares may or may not be issued or listed. Shareholders and potential investors are advised to exercise caution when dealing in the H Shares and other securities of the Company.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires:

"2027 Bonds"	means HK$8,624,000,000 zero coupon guaranteed convertible bonds due 2027 convertible at the option of the holder thereof into fully paid ordinary H Shares of the Company of nominal value RMB1.00 each at the initial 2027 Bonds Conversion Price of HK$96.82 per H Share
"2027 Bonds Agency Agreement"	means the paying, conversion and transfer agency agreement in respect of the 2027 Bonds to be entered into between the Issuer, the Company, the Trustee, the Principal Agent, Citibank, N.A., London Branch as the registrar, and the other paying agents, transfer agents and conversion agents appointed thereunder on or around the Issue Date
"2027 Bonds Conversion Price"	means the price per 2027 Bonds Conversion Share (subject to adjustments) at which the 2027 Bonds may be converted into H Shares
"2027 Bonds Conversion Right"	means the right of a Bondholder to convert any 2027 Bond into H Shares
"2027 Bonds Conversion Share(s)"	means the H Share(s) to be issued upon conversion of the 2027 Bonds pursuant to the 2027 Bonds Trust Deed and the 2027 Bonds Terms and Conditions
"2027 Bonds Deed of Guarantee"	means the deed of guarantee in relation to the guarantee of the 2027 Bonds to be entered into between the Company and the Trustee on or around the Issue Date
"2027 Bonds Guarantee"	means the guarantee of the 2027 Bonds by the Company pursuant to the 2027 Bonds Deed of Guarantee
"2027 Bonds Maturity Date"	means 11 May 2027
"2027 Bonds No Registration Event"	occurs when (A) a certificate (substantially in the form scheduled to the 2027 Bonds Trust Deed) in English signed by an Authorised Signatory (as defined in the 2027 Bonds Trust Deed) of the Company confirming (x) the submission of the Initial CSRC Post-Issuance Filing (as defined in the 2027 Bonds Terms and Conditions) and (y) the completion of the Cross-border Security Registration (as defined in the 2027 Bonds Terms and Conditions); and (B) copies of (x) the relevant documents evidencing the submission of the Initial CSRC Post-Issuance Filing (if any) and (y) the SAFE registration certificate and other documents (if any) evidencing the completion of the Cross-border Security Registration are not provided to the Trustee in the manner and by the time specified in the 2027 Bonds Terms and Conditions
"2027 Bonds Terms and Conditions"	means the terms and conditions of the 2027 Bonds

"2027 Bonds Trust Deed"	means the trust deed constituting the 2027 Bonds to be entered into between the Issuer, the Company and the Trustee on or around the Issue Date
"2033 Bonds"	means HK$8,624,000,000 zero coupon guaranteed convertible bonds due 2033 convertible at the option of the holder thereof into fully paid ordinary H Shares of the Company of nominal value RMB1.00 each at the initial 2033 Bonds Conversion Price of HK$115.76 per H Share
"2033 Bonds Agency Agreement"	means the paying, conversion and transfer agency agreement in respect of the 2033 Bonds to be entered into between the Issuer, the Company, the Trustee, the Principal Agent, Citibank, N.A., London Branch as the registrar, and the other paying agents, transfer agents and conversion agents appointed thereunder on or around the Issue Date
"2033 Bonds Conversion Price"	means the price per 2033 Bonds Conversion Share (subject to adjustments) at which the 2033 Bonds may be converted into H Shares
"2033 Bonds Conversion Right"	means the right of a Bondholder to convert any 2033 Bond into H Shares
"2033 Bonds Conversion Share(s)"	means the H Share(s) to be issued upon conversion of the 2033 Bonds pursuant to the 2033 Bonds Trust Deed and the 2033 Bonds Terms and Conditions
"2033 Bonds Deed of Guarantee"	means the deed of guarantee in relation to the guarantee of the 2033 Bonds to be entered into between the Company and the Trustee on or around the Issue Date
"2033 Bonds Guarantee"	means the guarantee of the 2033 Bonds by the Company pursuant to the 2033 Bonds Deed of Guarantee
"2033 Bonds Maturity Date"	means 13 May 2033
"2033 Bonds No Registration Event"	occurs when (A) a certificate (substantially in the form scheduled to the 2033 Bonds Trust Deed) in English signed by an Authorised Signatory (as defined in the 2033 Bonds Trust Deed) of the Company confirming (x) the submission of the Initial NDRC Post-Issuance Filing (as defined in the 2033 Bonds Terms and Conditions), (y) the submission of the Initial CSRC Post-Issuance Filing (as defined in the 2033 Bonds Terms and Conditions) and (z) the completion of the Cross-border Security Registration (as defined in the 2033 Bonds Terms and Conditions); and (B) copies of (x) the relevant documents evidencing the submission of the Initial NDRC Post-Issuance Filing (if any) and the Initial CSRC Post-Issuance Filing (if any) and (y) the SAFE registration certificate and other documents (if any) evidencing the completion of the Cross-border Security Registration are not provided to the Trustee in the manner and by the time specified in the 2033 Bonds Terms and Conditions

"2033 Bonds Terms and Conditions"	means the terms and conditions of the 2033 Bonds
"2033 Bonds Trust Deed"	means the trust deed constituting the 2033 Bonds to be entered into between the Issuer, the Company and the Trustee on or around the Issue Date
"A Share(s)"	means the ordinary domestic share(s) of the Company with nominal value of RMB1.00 listed on the Shenzhen Stock Exchange
"Agency Agreements"	means the 2027 Bonds Agency Agreement and the 2033 Bonds Agency Agreement
"AGM"	means the annual general meeting of the Company held on 30 May 2025
"Board"	means the board of Directors of the Company
"Bondholder(s)"	means holder(s) of the 2027 Bond(s) and/or the 2033 Bonds, as the case may be, from time to time
"Bonds"	means the 2027 Bonds and the 2033 Bonds
"Business Day(s)"	means any day (excluding a Saturday, Sunday or public holiday in Hong Kong and a day on which a tropical cyclone warning number 8 or above or a "black rainstorm warning signal" is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which licensed banks are generally open for ordinary business in Hong Kong and the Hong Kong Stock Exchange is generally open for trading of securities in Hong Kong
"Change of Control"	occurs if: (a) any Person or Persons, other than the Major Shareholders, acting together acquires Control of the Company if such Person or Persons does not or do not have, and would not be deemed to have, Control of the Company on the Issue Date; or (b) the Company, directly or indirectly, holds or owns less than 100 per cent. of the issued share capital of the Issuer; or (c) the Company consolidates with or merges into or sells or transfers all or substantially all of its assets to any other Person or Persons acting together;

"Closing Date" or "Issue Date"	the date on which the Bonds are issued, which is tentatively scheduled on 13 May 2026 or such later date, not being later than 14 days after 13 May 2026, as the Issuer, the Company and the Managers may agree
"Company"	means Midea Group Co., Ltd. (美的集團股份有限公司), a joint stock limited company incorporated in the PRC
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Control"	means (where applicable): (a) the direct or indirect ownership, acquisition or control of more than 50 per cent. of the voting rights of the issued share capital of a Person, or (b) the right to appoint and/or remove all or more than 50 per cent. of the members of a Person's board of directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise. The terms "Controlling" and "Controlled" have meanings correlative to the foregoing;
"Conversion Right"	means the right of a Bondholder to convert any Bond into H Shares
"Conversion Shares"	means the 2027 Bonds Conversion Shares and the 2033 Bonds Conversion Shares
"CSRC"	means China Securities Regulatory Commission
"CSRC Filing Report"	means the filing report of the Issuer and/or the Company in relation to the issuance of the Bonds which will be submitted to the CSRC within three PRC business days after the Issue Date pursuant to Articles 13 and 16 of the CSRC Filing Rules
"CSRC Filing Rules"	means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC on 17 February 2023, as amended, supplemented or otherwise modified from time to time

"CSRC Filing(s)"	means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the issuance of the Bonds pursuant to the CSRC Filing Rules (including, without limitation, the CSRC Filing Report)
"Deeds of Guarantee"	means the 2027 Bonds Deed of Guarantee and the 2033 Bonds Deed of Guarantee
"Delisting"	occurs when the H Shares cease to be listed or admitted to trading on the Hong Kong Stock Exchange
"Director(s)"	means the director(s) of the Company
"Early Redemption Amount"	for the purposes of the 2033 Bonds Terms and Conditions, the "Early Redemption Amount" of a Bond, for each HK$1,000,000 principal amount of the Bonds, is the amount determined to represent for the Bondholder on the relevant date for determination of the Early Redemption Amount (the "**Determination Date**") a gross yield of 2.00 per cent. per annum calculated on a semi-annual basis. The applicable Early Redemption Amount for each HK$1,000,000 principal amount of Bonds is calculated in accordance with the formula set out in Condition 7.6 of the 2033 Bonds Terms and Conditions
"Executive"	has the meaning ascribed to it under The Code on Takeovers and Mergers
"General Mandate"	means the general mandate granted by the special resolution passed at the AGM to the Board to, among others, allot, issue and deal with the Shares in a quantity not exceeding 20% of the Shares in issue (excluding Treasury Shares) as at the date of the AGM and the general mandate granted by the special resolution passed at the 2025 second extraordinary general meeting to the Board for the Company or its wholly-owned subsidiary(ies) to issue onshore and offshore debt financing instruments, the balance of which in total shall not exceed 50% of the latest audited equity attributable to the shareholders of the listed company, calculated based on the aggregate balance outstanding on the issued instruments (including the outstanding balance of current issued onshore and offshore debt financing instruments)
"Group"	means the Company and their Subsidiaries
"Guarantees"	means the 2027 Bonds Guarantee and the 2033 Bonds Guarantee
"H Share(s)"	means ordinary foreign shares with a nominal value of RMB1.00 each issued by the Company which are traded in Hong Kong dollars on the Hong Kong Stock Exchange

"H Share Stock Exchange Business Day"	means any day (other than a Saturday or Sunday) on which the Hong Kong Stock Exchange or the alternative stock exchange (as the case may be) is open for the business of dealing in securities
"H Share Suspension in Trading"	means the suspension in trading of the H Shares for a period of 30 consecutive H Share Stock Exchange Business Days
"HK$"	means Hong Kong dollar(s), the lawful currency of Hong Kong
"Hong Kong" or "HK"	means the Hong Kong Special Administrative Region of the PRC
"Hong Kong Stock Exchange"	means The Stock Exchange of Hong Kong Limited
"Independent Third Party(ies)"	means third party(ies) independent of and not connected with the Company and its connected persons and is not acting in concert (as defined in the Takeovers Code) with any of the connected persons of the Company or any of their respective associates (as defined under the Listing Rules)
"Issuer"	means Midea Investment Development Company Limited 美的投資發展有限公司, a wholly-owned subsidiary of the Company
"Listing Rules"	means the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange, as amended and supplemented from time to time
"Major Shareholders"	means Midea Holding and any other Person (a) directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, Midea Holding or (b) who is a spouse or child of any Person described in (a) above; or (c) any trust established for the benefit of any Person described in (a) and (b) above
"Managers"	means Morgan Stanley Asia Limited, Goldman Sachs (Asia) L.L.C., Citigroup Global Markets Limited, Merrill Lynch (Asia Pacific) Limited and China International Capital Corporation Hong Kong Securities Limited
"Midea Holding"	means Midea Holding Co., Ltd. (美的控股有限公司), a PRC company established on 5 August 2002
"NDRC"	means the National Development and Reform Commission of the PRC
"NDRC Certificate"	means the Registration Certificate of Foreign Debt Borrowed by Enterprise (企業借用外債審核登記證明) which was issued on 8 March 2026 in respect of the issue of the 2033 Bonds from the NDRC pursuant to the Administrative Measures for the Review and Registration of Medium- and Long-Term Foreign Debts of Enterprises (企業中長期外債審核登記管理辦法(國家發展和改革委員會令第56號)) (the "**Order 56**") issued by the NDRC and effective from 10 February 2023 and any implementation rules, reports, certificates, approvals or guidelines as issued by the NDRC from time to time

"NDRC Post-Issuance Filing"	means the filing with the NDRC of the requisite information and documents in respect of the 2033 Bonds in accordance with the Order 56 and any implementation rules, reports, certificates, approvals or guidelines as issued by the NDRC from time to time, including but not limited to the Initial NDRC Post-Issuance Filing
"New Shares"	means the H Shares to be issued on conversion of the Bonds
"Offerings"	means the issue and offering of the Bonds
"Person"	means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality
"PRC"	means the People's Republic of China, excluding for the purpose of this announcement, Hong Kong, Macau Special Administrative Region and Taiwan
"Principal Agent"	means Citibank, N.A., London Branch in its capacities as principal paying agent, principal conversion agent and principal transfer agent
"Put Option Date"	for the purposes of the 2033 Bonds Terms and Conditions, means 13 May 2029 and 13 May 2031
"Regulation S"	means Regulation S under the Securities Act
"Relevant Event"	means the 2027 Bonds Relevant Event and/or the 2033 Bonds Relevant Event, as the case may be
"Relevant Event Put Date"	means the 14th day after the expiry of such period of 30 days following the delivery of the notice of redemption by the holder of the relevant Bond within 30 days of the occurrence of the Relevant Event or 30 days after the Issuer notifies the Bondholder of the Relevant Event
"Renminbi" or "RMB"	means renminbi, the lawful currency of the PRC
"Restricted Conversion Period"	means the period in which the register of shareholders of the Company is closed generally or for the purpose of establishing entitlement to any distribution or other rights attaching to the H Shares
"SAFE"	means the State Administration of Foreign Exchange of the PRC or its local branch
"Securities Act"	means the United States Securities Act of 1933 (as amended)
"Share Schemes"	the share option, share award, restricted share or employee share incentive schemes or plans publicly disclosed by the Company in the annual report for the year ended 31 December 2025 published by the Company on the website of the Hong Kong Stock Exchange on 24 April 2026

"Shares"	means the H Shares and/or the A Shares
"Shareholders"	means the holders of the Shares
"Subscription"	means the issue and subscription of the Bonds pursuant to the Subscription Agreement
"Subscription Agreement"	means the subscription agreement dated 6 May 2026 entered into between the Issuer, the Company, and the Managers in connection with the issue and subscription of the Bonds
"Takeovers Code"	means The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission of Hong Kong
"Terms and Conditions"	means the 2027 Bonds Terms and Conditions and the 2033 Bonds Terms and Conditions
"Treasury Shares"	has the meaning ascribed to it under the Hong Kong Listing Rules (if applicable)
"Trust Deeds"	means the 2027 Bonds Trust Deed and the 2033 Bonds Trust Deed
"Trustee"	means Citicorp International Limited
"United States"	means the United States of America
"%"	means percentage

By Order of the Board
Midea Group Co., Ltd.
Mr. Fang Hongbo
Chairman, Executive Director and Chief Executive Officer

Hong Kong, 7 May 2026

As at the date of this announcement, the Board comprises (i) Mr. Fang Hongbo, Mr. Wang Jianguo, Dr. Gu Yanmin, Mr. Guan Jinwei and Dr. Zhang Tian as executive Directors; (ii) Mr. Zhao Jun as non-executive Director; and (iii) Dr. Xu Dingbo, Dr. Xiao Geng, Dr. Liu Qiao and Dr. Qiu Lili as independent non-executive Directors.