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CHINA HEALTHWISE HOLDINGS LIMITED

中國智能健康控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 348)

SUPPLEMENTAL ANNOUNCEMENT DISCLOSEABLE AND CONNECTED TRANSACTION — PROVISION OF FINANCIAL ASSISTANCE

PROVISION OF FINANCIAL ASSISTANCE

Reference is made to the announcements of the Company dated 22 March 2023 and 26 February 2024 (the “**Announcements**”) in relation to the granting of the Facilities of up to a principal amount of HK\$9 million to Customer N for a term of 12 months from the date on which the Loan Agreement becoming unconditional and the extension of the repayment date of the Facilities for twelve (12) months from 21 March 2024 to 21 March 2025. Unless otherwise defined, capitalised terms used in this announcement shall have the same meanings as those defined in the Announcements.

In additional to the information disclosed in the Announcements, the Company wishes to provide its shareholders and the public with the following additional information.

The Loan Agreement and the Supplemental Agreement

The principal terms and conditions of the Loan Agreement and the Supplemental Agreement are summarised as follows:

Date	:	22 March 2023, renewed on 26 February 2024
Lender	:	Good Cheer Global, a licensed money lender in Hong Kong
Borrower	:	Customer N
Principal amount of the Facilities	:	Up to HK\$9 million
Interest rate	:	Hong Kong Dollar Best Lending Rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time plus 3% per annum, payable quarterly

- Default interest rate : Hong Kong Dollar Best Lending Rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time plus 3% per annum on overdue sums, including outstanding principal amount of the Loan, interest and other amounts payable under the Loan Agreement, from the due date until payment in full.
- Security : No security is provided by Customer N.
- Availability period : The period commencing from the date on which the Loan Agreement becoming unconditional to the final repayment date. If (i) Customer N has not made the first drawing of the Facilities for 90 days (or such other number of days as Customer N and Good Cheer Global may agree in writing) after the commencement of the availability period; or (ii) Customer N has not made a drawing for 15 days (or such other number of days as Customer N and Good Cheer Global may agree in writing) after Customer N has repaid all the principal amount of the Loan, the interest accrued thereon and all other outstanding amounts under the Loan Agreement to Good Cheer Global, the Facilities shall automatically be cancelled and no longer be available for drawing.
- Final repayment date : The date immediately after the expiry of a period of twenty four (24) months as from the date on which the Loan Agreement becoming unconditional.
- Repayment : Customer N shall repay the principal amount of the Loan in full together with the interest accrued thereon in one lump sum on the final repayment date.
- Prepayment : Customer N may prepay to Good Cheer Global the whole or any part of the outstanding principal amount of the Loan before the final repayment date provided that (i) Customer N shall have given to Good Cheer Global prior written notice specifying the amount to be prepaid and the date on which prepayment is to be made, and (ii) Customer N shall, on the date of prepayment, pay to Good Cheer Global all accrued interest on the amount prepaid.
- Re-borrowing and drawing : Any amounts prepaid by Customer N before the final repayment date shall be available for re-borrowing and drawing provided that the aggregate outstanding principal amount of the Loan shall not exceed HK\$9 million.

- Conditions precedent : The Loan Agreement is conditional upon the fulfillment of the following conditions:
- (a) the publication of an announcement of the Company in relation to the Loan Agreement and the transactions contemplated thereunder in compliance with Chapter 14 and Chapter 14A of the Listing Rules;
 - (b) all representations and warranties made by Customer N in the Loan Agreement or in connection therewith being true and correct with the same effect as though made on and as of the date of drawing with reference to the facts and circumstances then subsisting;
 - (c) no event of default having occurred and no potential event of default having occurred (or being likely to occur as a result of the Loan being made); and
 - (d) Good Cheer Global having received and found satisfactory such additional information and documents relating to Customer N as Good Cheer Global may reasonably require.

By order of the Board
China Healthwise Holdings Limited
Lei Hong Wai
Chairman and Executive Director

Hong Kong, 27 February 2024

As at the date of this announcement, the executive Directors are Mr. Lei Hong Wai (Chairman), Mr. Cheung Kwok Wai Elton (Vice Chairman), Mr. Leung Alex, Ms. Lo Ming Wan, Mr. Tse Chi Keung and Mr. Yuan Huixia; and the independent non-executive Directors are Mr. Lai Hok Lim, Mr. Lien Wai Hung and Mr. Wong Tak Chuen.