

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



EPS Creative Health Technology Group Limited

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 3860)

SUBSCRIPTION OF NEW SHARES UNDER GENERAL MANDATE

SUBSCRIPTION OF NEW SHARES UNDER THE GENERAL MANDATE

The Board is pleased to announced that on 9 April 2024 (after trading hours), the Company entered into (i) the Subscription Agreement A with Subscriber A, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber A has conditionally agreed to subscribe for 10,080,645 new Shares at the Subscription Price of HK\$0.992 per Subscription Share; and (ii) the Subscription Agreement B with Subscriber B, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber B has conditionally agreed to subscribe for 12,096,774 new Shares at the Subscription Price of HK\$0.992 per Subscription Share. The Subscription is subject to various conditions set out below under the paragraph headed “Condition precedent” of this announcement.

The Subscription Shares represent (i) approximately 4.4% of the total number of Shares in issue as at the date of this announcement; and (ii) approximately 4.2% of the total number of Shares as enlarged by the allotment and issue of the Subscription Shares immediately after the Completion (assuming there will be no other change in the total number of Shares from the date of this announcement and up to the Completion Date). The aggregate nominal value of the Subscription Shares will be HK\$221,774.19.

The gross proceeds from the issue of Subscription Shares are expected to be HK\$22.0 million and the net proceeds from the issue of Subscription Shares (after deducting of expenses) will be approximately HK\$21.8 million. The Company intends to apply the proceeds as general working capital of the Group.

The issue of the Subscription Shares will be pursuant to the General Mandate and is not subject to Shareholders’ approval.

An application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Subscription Shares on the Stock Exchange.

Completion of the Subscription is subject to fulfilment of the conditions under the Subscription Agreements. As the Subscription may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing the Shares.

INTRODUCTION

The Board is pleased to announced that on 9 April 2024 (after trading hours), the Company entered into (i) the Subscription Agreement A with Subscriber A, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber A has conditionally agreed to subscribe for 10,080,645 new Shares at the Subscription Price of HK\$0.992 per Subscription Share; and (ii) the Subscription Agreement B with Subscriber B, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber B has conditionally agreed to subscribe for 12,096,774 new Shares at the Subscription Price of HK\$0.992 per Subscription Share. The Subscription is subject to various conditions set out below under the paragraph headed “Condition precedent” of this announcement.

The Subscription Shares represent (i) approximately 4.4% of the total number of Shares in issue as at the date of this announcement; and (ii) approximately 4.2% of the total number of Shares as enlarged by the allotment and issue of the Subscription Shares immediately after the Completion (assuming there will be no other change in the total number of Shares from the date of this announcement and up to the Completion Date). The aggregate nominal value of the Subscription Shares will be HK\$221,774.19.

The gross proceeds from the issue of Subscription Shares are expected to be HK\$22.0 million and the net proceeds from the issue of Subscription Shares (after deducting of expenses) will be approximately HK\$21.8 million. The Company intends to apply the proceeds as general working capital of the Group.

The issue of the Subscription Shares will be pursuant to the General Mandate and is not subject to Shareholders’ approval.

THE SUBSCRIPTION AGREEMENTS

Save as (i) the parties to the respective Subscription Agreements; (ii) the number of Subscription Shares might be allotted and issued; (iii) the completion; and (iv) the undertakings, the terms of each Subscription Agreements are materially the same and are not inter-conditional. The major terms of the Subscription Agreements are set out as below:

Subscription Agreement A

Date : 9 April 2024

Parties : (1) the Company

(2) KIRABOSHI CONSULTING CO., LTD., the Subscriber A

Subscription Shares 10,080,645 new Shares, (i) approximately 2.0% of the total number of Shares in issue as at the date of this announcement; and (ii) approximately 2.0% of the total number of Shares as enlarged by the allotment and issue of the 10,080,645 Subscription Shares immediately after the Completion, (assuming there will be no other change in the total number of Shares from the date of this announcement and up to the Completion Date). The aggregate nominal value of the Subscription Shares will be HK\$100,806.45.

Subscription Price : HK\$0.992 per Subscription Share, amounting to an aggregate subscription price of HK\$10,000,000

Completion : (1) Completion shall take place within ten Business Days immediately following the fulfilment (or waiver, if applicable) of the conditions, or at such other date as the Company and the Subscriber A may mutually agree in writing.

(2) At Completion, the Subscriber A shall:

(a) deliver to the Company an application for the Subscription Shares at the Subscription Price duly signed by the Subscriber A substantially in the form set out in this section;

(b) pay the Subscription Price in the aggregate amount of HK\$10,000,000, to the Company by irrevocable wire transfer of immediately available funds, excluding any and all handling fees charged by the remitting bank, in Hong Kong dollars into the designated account (or in such other manner or to such other bank account designated by the Company and notified to the Subscriber A in writing no later than three Business Days prior to Completion) and provide evidence of remittance to the satisfaction of the Company; and

(c) deliver to the Company a copy of the resolutions in writing or minutes of meeting of the board of directors of the Subscriber A approving (i) the execution of Subscription Agreement A and the transactions contemplated hereunder and (ii) the subscription of the Subscription Shares by the Subscriber A.

- (3) At Completion (and against performance by the Subscriber A of its obligations under completion clause (2) above), the Company shall:
- (a) allot and issue to the Subscriber A the Subscription Shares as fully paid at the Subscription Price;
 - (b) procure that the Subscriber A be registered in the branch register of members of the Company in Hong Kong as holder of the Subscription Shares; and
 - (c) at the option of the Subscriber A (which shall be notified to the Company in writing no later than three Business Days prior to Completion), either:
 - (i) deliver to the Subscriber A a definitive share certificate in respect of the Subscription Shares issued in favour of the Subscriber A; or
 - (ii) deposit the share certificate into the account of the relevant CCASS participant with whom the Subscriber A has an account.
- (4) The Subscriber A acknowledges and confirms that for the purposes of completion clause (3)(c)(i) above, the delivery to the Subscriber A of a portable document format or other electronic format of the share certificate by electronic mail shall constitute full satisfaction of the obligation of the Company under completion clause (3)(c)(i) above, provided that the original share certificate is also sent to the Subscriber A within one Business Day of the Completion Date by one of the methods specified in the Subscription Agreement A.
- (5) The Company undertakes to the Subscriber A that until the delivery of the share certificate to the Subscriber A or the deposit of the share certificate into the account of the relevant CCASS participant with whom the Subscriber A has an account (as the case may be) in accordance with completion clause (3)(c), the Company shall not withdraw any and all of the Subscription Price from the designated account without the prior written consent of the Subscriber A.

- Undertaking
- :
- (1) The Company shall, as soon as reasonably practicable after the signing of the Subscription Agreement A, apply to the Stock Exchange for the granting of the listing approval and the Company shall inform the Subscriber A, as soon as reasonably practicable, following the receipt of the listing approval.
 - (2) Until Completion or earlier termination of the Subscription Agreement A, each of the parties shall promptly notify the other party in writing if it becomes aware of any fact, matter or circumstance (whether existing on or before the date of execution of the Subscription Agreement A or arising thereafter) which would cause or might cause any of their representations and warranties under the Subscription Agreement A to become untrue, incorrect or incomplete in any material respect or the conditions to not become satisfied.
 - (3) The Company shall release or cause to be released for publication, as soon as possible upon the execution of the Subscription Agreement A, an announcement in relation to the transactions contemplated by the Subscription Agreement A pursuant to the applicable requirements under the Listing Rules, provided that prior approval of the content relating to the Subscriber has been obtained from the Subscriber A (such approval not to be unreasonably withheld or delayed).
 - (4) For a period of six months from the date of the Completion Date, the Subscriber A shall not, and shall procure that the relevant registered holder of the Subscription Shares shall not, either directly or indirectly, transfer or otherwise dispose of, nor enter into any agreement to transfer, dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Subscription Shares without the prior written consent of the Company, and in the event of a transfer or disposal of any of the Subscription Shares at any time after the expiry of the aforementioned period, the Subscriber A shall take all reasonable steps, and shall procure that the relevant registered holder of the Subscription Shares shall take all reasonable steps, to ensure that any such transfer or disposal will not create a false market in the Shares of the Company. Without limiting any other rights or remedies the Company may have, the Subscriber A hereby undertakes to indemnify and keep indemnified the Company against any damages, losses, costs, expenses

(including legal costs and expenses) or other liabilities which it may suffer or incur as a result of or in connection with any breach of the non-disposal undertaking under this clause.

Subscription Agreement B

- Date : 9 April 2024
- Parties : (1) the Company
(2) OHMI LLC, the Subscriber B
- Subscription Shares : 12,096,774 new Shares, (i) approximately 2.4% of the total number of Shares in issue as at the date of this announcement; and (ii) approximately 2.4% of the total number of Shares as enlarged by the allotment and issue of the 12,096,774 Subscription Shares immediately after the Completion, (assuming there will be no other change in the total number of Shares from the date of this announcement and up to the Completion Date). The aggregate nominal value of the Subscription Shares will be HK\$120,967.74.
- Subscription Price : HK\$0.992 per Subscription Share, amounting to an aggregate subscription price of HK\$12,000,000
- Completion : (1) Completion shall take place within ten Business Days immediately following the fulfilment (or waiver, if applicable) of the conditions, or at such other date as the Company and the Subscriber B may mutually agree in writing.
(2) At Completion, the Subscriber B shall:
(a) deliver to the Company an application for the Subscription Shares at the Subscription Price duly signed by the Subscriber B substantially in the form set out in this section;
(b) pay the Subscription Price in the aggregate amount of HK\$12,000,000, to the Company by irrevocable wire transfer of immediately available funds, excluding any and all handling fees charged by the remitting bank, in Hong Kong dollars into the designated account (or in such other manner or to such other bank account designated by the Company and notified to the Subscriber B in writing no

later than three Business Days prior to Completion) and provide evidence of remittance to the satisfaction of the Company; and

(c) deliver to the Company a copy of the resolutions in writing or minutes of meeting of the board of directors of the Subscriber B approving (i) the execution of Subscription Agreement B and the transactions contemplated hereunder and (ii) the subscription of the Subscription Shares by the Subscriber B.

(3) At Completion (and against performance by the Subscriber B of its obligations under completion clause (2)), the Company shall:

(a) allot and issue to the Subscriber B the Subscription Shares as fully paid at the Subscription Price and procure that the Subscriber B be registered in the branch register of members of the Company in Hong Kong as holder of the Subscription Shares; and

(b) deliver to the Subscriber B a definitive share certificate in respect of the Subscription Shares issued in favour of the Subscriber B.

Undertaking : (1) The Company shall, as soon as reasonably practicable after the signing of the Subscription Agreement B, apply to the Stock Exchange for the granting of the listing approval and the Company shall inform the Subscriber B, as soon as reasonably practicable, following the receipt of the listing approval.

(2) Until Completion or earlier termination of the Subscription Agreement B, each of the parties shall promptly notify the other party in writing if it becomes aware of any fact, matter or circumstance (whether existing on or before the date of execution of the Subscription Agreement B or arising thereafter) which would cause or might cause any of their representations and warranties under the Subscription Agreement B to become untrue, incorrect or incomplete in any material respect or the conditions to not become satisfied.

(3) The Company shall release or cause to be released for publication, as soon as possible upon the execution of the Subscription Agreement B, an announcement in relation to the transactions contemplated by the Subscription Agreement B

pursuant to the applicable requirements under the Listing Rules, provided that prior approval of the content relating to the Subscriber B has been obtained from the Subscriber B (such approval not to be unreasonably withheld or delayed).

- (4) For a period of six months from the Completion Date, the Subscriber B shall not, and shall procure that the relevant registered holder of the Subscription Shares shall not, either directly or indirectly, transfer or otherwise dispose of, nor enter into any agreement to transfer, dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Subscription Shares without the prior written consent of the Company, and in the event of a transfer or disposal of any of the Subscription Shares at any time after the expiry of the aforementioned period, the Subscriber B shall take all reasonable steps, and shall procure that the relevant registered holder of the Subscription Shares shall take all reasonable steps, to ensure that any such transfer or disposal will not create a false market in the Shares of the Company. Without limiting any other rights or remedies the Company may have, the Subscriber B hereby undertakes to indemnify and keep indemnified the Company against any damages, losses, costs, expenses (including legal costs and expenses) or other liabilities which it may suffer or incur as a result of or in connection with any breach of the non-disposal undertaking under this clause. For the purposes of this clause, any written consent of the Company shall be given by electronic mail and, notwithstanding anything to the contrary under the Subscription Agreement B, shall be deemed to have been duly given on the date of transmission of the electronic mail sent to the e-mail address of the Subscriber B set forth under the Subscription Agreement B.

Other common terms of Subscription Agreements

Set out below are the other common terms of the Subscription Agreements:

Condition precedent

- (1) The obligations of the Company and the Subscriber to effect the Completion under the Subscription Agreement are conditional upon the satisfaction of the following conditions:
 - (a) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the Subscription Shares, and such listing and permission not subsequently being revoked prior to Completion;

- (b) no Governmental Authorities having indicated, whether verbally or in writing, any objection to the transactions contemplated under the Subscription Agreement; and
 - (c) there is no Law in effect or order from any Governmental Authority in existence that would have the effect of prohibiting, enjoining and restraining the consummation of the transactions contemplated under the Subscription Agreement.
- (2) The obligations of the Subscriber to effect the Completion is conditional upon the satisfaction (or the waiver by the Subscriber in writing) of the following conditions:
- (a) the representations and warranties of the Company set forth in the Subscription Agreement shall remain true, correct and complete in all material respects as at Completion;
 - (b) the Company shall have obtained any and all approvals, consents and waivers necessary for the consummation of the transactions contemplated by the Subscription Agreement, including but not limited to the passing of all necessary corporate approvals in connection with the transactions contemplated by the Subscription Agreement, and all such approvals, consents and waivers shall remain effective as at Completion; and
 - (c) the Company shall have performed and complied with all covenants, agreements, obligations and conditions contained in the Subscription Agreement that are required to be performed or complied with by it at or before Completion.
- (3) The obligations of the Company to effect the Completion is conditional upon the satisfaction (or the waiver by the Company in writing) of the following conditions:
- (a) the representations and warranties of the Subscriber set forth in the Subscription Agreement shall remain true, correct and complete in all material respects as at Completion;
 - (b) the Subscriber shall have obtained any and all approvals, consents and waivers necessary for the consummation of the transactions contemplated by the Subscription Agreement, including but not limited to the passing of all necessary corporate approvals in connection with the transactions contemplated by the Subscription Agreement, and all such approvals, consents and waivers shall remain effective as at Completion; and
 - (c) the Subscriber shall have performed and complied with all covenants, agreements, obligations and conditions contained in the Subscription Agreement that are required to be performed or complied with by it at or before Completion.
- (4) The Company shall use its reasonable endeavours to achieve satisfaction of the conditions set out in condition clause (1)(a) and (2) above as soon as possible after the date of the Subscription Agreement and in any event not later than 4:00 p.m. on the Longstop Date.

- (5) The Subscriber shall use its reasonable endeavours to achieve satisfaction of the conditions set out in condition clause (3) above as soon as possible after the date of the Subscription Agreement and in any event not later than 4:00 p.m. on the Longstop Date.
- (6) The conditions set out in condition clause (1) above are not capable of being waived by any of the parties.
- (7) At any time before 4:00 p.m. on the Longstop Date:
 - (a) the Subscriber may waive a condition set out in condition clause (2) above (or any part thereof) by notice to the Company; and
 - (b) the Company may waive a condition set out in condition clause (3) above (or any part thereof) by notice to the Subscriber.
- (8) If the conditions have not been satisfied or waived (as the case may be) pursuant to condition clause (7) above by 4:00 p.m. on the Longstop Date, the Subscription Agreement shall terminate in accordance to the terms set out in the Subscription Agreement.

RANKING OF THE SUBSCRIPTION SHARES

The Subscription Shares shall rank *pari passu* in all respects among themselves and with the Shares in issue on the Completion Date.

SUBSCRIPTION PRICE

The Subscription Price is HK\$0.992 per Subscription Share and represents:

- (1) a premium of approximately 1.2% over the closing price of HK\$0.980 per Share as quoted on the Stock Exchange on the date of the Subscription Agreements; and
- (2) same as the average closing price of HK\$0.992 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately preceding the date of the Subscription Agreements.

The aggregate net Subscription Price, after deduction of relevant expenses, is estimated to be approximately HK\$21.8 million. The cash consideration of approximately HK\$22.0 million under the Subscription Agreements will be payable in full by the Subscribers no later than three Business Days prior to Completion respectively.

The Subscription Price was determined after arm's length negotiation between the Company and the Subscriber with reference to the trading prices of the Shares, the funding needs, financial position and prospects of the Company. The Directors consider that the Subscription Price is fair and reasonable in light of the prevailing market conditions, the recent price performance and liquidity of the Shares.

GENERAL MANDATE

Pursuant to the General Mandate granted by the Shareholders at the AGM, the Directors may exercise all powers of the Company to allot, issue or deal with up to 100,000,000 Shares, representing 20% of the issued share capital of the Company as at the date of AGM.

As at the date of the announcement, no Share have been allotted and issued pursuant to the General Mandate and with 100,000,000 Shares as remaining general mandate limit. Accordingly, the General Mandate is sufficient for the issue of the Subscription Shares and therefore the issue of the Subscription Shares is not subject to separate Shareholders' approval. The issue of the Subscription Shares will utilise approximately 22.2% of the General Mandate.

APPLICATION FOR LISTING

An application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Subscription Shares on the Stock Exchange.

INFORMATION OF THE GROUP

The Group is principally engaged in provision of apparel supply chain management services and selling knitwear apparel products to its customers, Japan-People's Republic of China specialized contract research organization and, innovative research organization services, licensing and financing support and in-house research and development.

INFORMATION OF THE SUBSCRIBERS

Subscriber A, KIRABOSHI CONSULTING CO., LTD., is a company incorporated under the laws of Japan and is primarily engaged in investment related business. Subscriber A is solely beneficially owned by Tokyo Kiraboshi Financial Group, Inc., a company which is listed on Tokyo Stock Exchange.

Subscriber B, OHMI LLC, is a company incorporated under the laws of Japan and is primarily engaged in investment related business. Subscriber B is a company that is essentially controlled by Ho Nagayoshi (方永義). Subscriber B is beneficial interested in approximately 0.3% of EPS Holdings, Inc. ("**EPS Holdings**"), the controlling shareholder of the Company. Subscriber B is also beneficial interested in 9.32% of Shanghai Huaxin Biotechnology Co., Ltd. (上海華新生物高技術有限公司) ("**Shanghai Huaxin**"), a company established in the PRC which is an indirectly non-wholly owned subsidiary of EPS Holdings. Save as EPS Holdings is the controlling shareholder of each of the Company and Shanghai Huaxin, the Group currently does not have any relationship with Shanghai Huaxin.

Save as disclosed above, to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the Subscribers and its ultimate beneficial owner (i) is an Independent Third Party of the Company and its connected persons; and (ii) is not interested in any shares and/or securities convertible or exchangeable into shares of the Company and/or any of its subsidiaries.

REASONS FOR AND THE BENEFITS OF THE SUBSCRIPTION SHARES

The Subscription, if completed, would be a long-term investment for business collaboration and would help strengthen the financial position by providing cash resources to fund its working capital and to enable the Group to further pursue business opportunities.

The Directors are of the view that the Subscription Agreements are entered into upon normal commercial terms and that the terms of the Subscription Agreements (including the Subscription Price) are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Assuming all the Subscription Shares are fully subscribed, the gross proceeds from the issue of Subscription Shares will be HK\$22.0 million. After deducting related professional fees and all related expenses of approximately HK\$0.2 million to be borne by the Company under the issue of Subscription Shares, the net proceeds will amount to approximately HK\$21.8 million, representing a net subscription price of approximately HK\$0.983 per Subscription Share. The Company intends to apply the net proceeds as general working capital of the Group.

EFFECT ON THE SHAREHOLDING STRUCTURE OF THE COMPANY

The shareholding structure of the Company (i) as at the date of this announcement; (ii) immediately upon the Completion pursuant to Subscription Agreement A only; (iii) immediately upon the Completion pursuant to Subscription Agreement B only; and (iv) immediately upon the Completion

pursuant to Subscription Agreement A and Subscription Agreement B, assuming that there will be no other change to the share capital of and shareholding in the Company other than the issue and allotment of the Subscription Shares, is:

	As at the date of this announcement		Immediately upon Completion pursuant to Subscription Agreement A only		Immediately upon Completion pursuant to Subscription Agreement B only		Immediately upon Completion pursuant to Subscription Agreement A and Subscription Agreement B	
	Number of shares	%	Number of shares	%	Number of shares	%	Number of shares	%
EPS Holdings (<i>Note 1</i>)	375,000,000	75.0%	375,000,000	73.5%	375,000,000	73.2%	375,000,000	71.8%
Subscriber A	-	-	10,080,645	2.0%	-	-	10,080,645	1.9%
Subscriber B	-	-	-	-	12,096,774	2.4%	12,096,774	2.3%
Other public Shareholders	125,000,000	25.0%	125,000,000	24.5%	125,000,000	24.4%	125,000,000	24.0%
Total	500,000,000	100.0%	510,080,645	100.0%	512,096,774	100.0%	522,177,419	100.0%

Notes:

- EPS Holdings is a company owned as to approximately 67.22% by Y&G Limited, which is in turn wholly-owned by Mr. Yan Hao (“**Mr. Yan**”). Mr. Yan is also directly interested in approximately 2.32% of the shareholding interest of EPS Holdings. Mr. Yan is deemed to be interested in these shares held by EPS Holdings.

EQUITY FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

The Company had not conducted any fund raising activities involving issue of its securities in the past twelve months immediately preceding the date of this announcement.

Completion of the Subscription is subject to fulfilment of the conditions under the Subscription Agreements. As the Subscription may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing the Shares.

DEFINITIONS

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

“AGM”	annual general meeting of the Company held on 26 September 2023
“Board”	the board of Directors

“Business Day(s)”	a day (excluding Saturdays, Sundays and public holidays in Hong Kong) on which banks in Hong Kong are generally open for business
“CCASS”	the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited
“Company”	EPS Creative Health Technology Group Limited, a company incorporated in the Cayman Islands with limited liability and its Shares are listed on the Main Board of the Stock Exchange
“Completion”	completion of the Subscription and the allotment and issue of the respective Subscription Shares in accordance with the respective Subscription Agreements
“Completion Date”	the date on which the Completion actually takes place
“connected person(s)”	has the same meaning ascribed to it in the Listing Rules
“Director(s)”	the director(s) of the Company
“General Mandate”	the general mandate granted to the Directors at the AGM pursuant to which a maximum of 100,000,000 Shares, being 20% of the total number of Shares in issue as at the date of AGM, may fall to be allotted and issued
“Governmental Authority(ies)”	any government or any agency of such government, any supervisory or regulatory authorities, any financial instruments exchange (including the Stock Exchange) or other self-regulatory organization or other judicial and administrative bodies or any domestic and foreign court, arbitrator, or tribunal of competent jurisdiction
“Group”	the Company and its subsidiaries from time to time
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	party(ies) which is/are independent of the Group and the connected persons of the Company

“Law”	any treaties, foreign, national, federal, state, municipal or local laws (including common law), statute, code, directive, regulations, government ordinances, ministerial ordinances, and rules of Governmental Authorities that are in writing (including the Listing Rules)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Longstop Date”	means 8 May 2024, or such other date as the parties may agree in writing
“PRC”	the People’s Republic of China, excluding, for the purpose of this announcement only, Hong Kong, Macau Special Administrative Region and Taiwan
“Share(s)”	ordinary share(s) of HK\$0.01 each in the issued share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscriber(s)”	each of the Subscriber A and/or Subscriber B
“Subscriber A”	KIRABOSHI CONSULTING CO., LTD., a company incorporated under the laws of Japan
“Subscriber B”	OHMI LLC (合同會社近江), a company incorporated under the laws of Japan
“Subscription”	the proposed subscription of the respective Subscription Shares pursuant to the terms of the Subscription Agreement A and/or Subscription Agreement B
“Subscription Agreement(s)”	each of the Subscription Agreement A and/or Subscription Agreement B
“Subscription Agreement A”	the subscription agreement dated 9 April 2024 entered into between the Company and the Subscriber A in respect of the subscription of 10,080,645 Subscription Shares

“Subscription Agreement B”	the subscription agreement dated 9 April 2024 entered into between the Company and the Subscriber B in respect of the subscription of 12,096,774 Subscription Shares
“Subscription Price”	HK\$0.992 per Subscription Share
“Subscription Share(s)”	an aggregate of 22,177,419 new Shares to be allotted and issued by the Company to the Subscribers upon the terms and subject to the condition precedent of the Subscription Agreements
“substantial shareholder(s)”	has the same meaning ascribed to it in the Listing Rules
“%”	per cent

By order of the Board
EPS Creative Health Technology Group Limited
Miyano Tsumoru
Executive Director

Hong Kong, 9 April 2024

As at the date of this announcement, the executive Directors are Mr. Shimada Tatsuji, Mr. Miyano Tsumoru, Mr. Maezaki Masahiro, Mr. Miyazato Hiroki and Mr. Chiu Chun Tak; the non-executive Directors are Mr. Kusaba Takuya and Mr. Yan Ping; and the independent non-executive Directors are Mr. Chan Cheuk Ho, Mr. Choi Koon Ming, Mr. Saito Hironobu and Mr. Taniguchi Yasuhiko.