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**GoFintech Innovation Limited**  
**國富創新有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 290)**

*Website: <https://290.com.hk>*

**DISCLOSEABLE TRANSACTION**  
**PROVISION OF FINANCIAL ASSISTANCE AND GUARANTEE**  
**AND**  
**ANNOUNCEMENT PURSUANT TO RULE 13.13 AND 13.16**  
**OF THE LISTING RULES**

**PROVISION OF FINANCIAL ASSISTANCE**

The Board hereby announces that on 18 December 2024, the Company has entered into the Loan Agreement B with the Borrower, pursuant to which the Company has agreed to grant a revolving loan to the Borrower in the principal amount of HK\$30,000,000 for a six-month term. Prior to the entering into of the Loan Agreement B, the Company has entered into the Loan Agreement A with the Borrower on 28 November 2024 for the grant of a revolving loan in the principal amount of HK\$20,000,000 for a six-month term.

**PROVISION OF GUARANTEE**

Prior to the entering into of the Loan Agreement B, the Company as guarantor has respectively entered into (i) the Deed of Guarantee A in favour of Bank A, pursuant to which the Company has provided guarantees for the repayment obligations of a loan in the principal amount of HK\$130,000,000 granted to the Borrower under the Facility Letter A; and (ii) the Deed of Guarantee B in favour of Bank B, pursuant to which the Company has provided guarantees for the repayment obligations of a loan in the principal amount of HK\$150,000,000 granted to the Borrower under the Facility Letter B. As at the date of this announcement, it is expected that the maximum payment obligations under the Deed of Guarantee A and Deed of Guarantee B to be borne by the Company shall be approximately HK\$139,609,305 and HK\$161,537,107, respectively.

## **LISTING RULES IMPLICATIONS**

As none of the applicable percentage ratios in respect of each of the Loan Agreement A, Loan Agreement B, Deed of Guarantee A and Deed of Guarantee B exceeds 5%, none of the Loan Agreements and the Deeds of Guarantee on a standalone basis constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules.

The Loan Agreements and the Deeds of Guarantee were entered into and the relevant transactions contemplated thereunder were conducted within a 12-month period, and therefore, the Loan Agreements and the Deeds of Guarantee are required to be aggregated as a series of transactions pursuant to Rule 14.22 of the Listing Rules.

As one or more of the applicable percentage ratio(s) (as defined under Rule 14.07 of the Listing Rules) in respect of the Loan Agreements and the Deeds of Guarantee on an aggregated basis exceed 5% but all are below 25%, the Loan Agreements and the Deeds of Guarantee on an aggregate basis constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements but is exempt from the circular and the Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Pursuant to Rules 13.13 and 13.16 of the Listing Rules, a general disclosure obligation arises where the aggregate amount of advances by the Group to an entity and the financial assistance to affiliated companies (as defined under Rule 13.11(2)(a) of the Listing Rules) of the Group, as the case may be, exceeds 8% under the assets ratio (as defined under Rule 14.07 of the Listing Rules). As the aggregate amount of the Group's advances to the Borrower including loans provided to the Borrower and guarantees given for facilities granted to the Borrower under the Loan Agreements and the Deeds of Guarantee exceeds 8% of the assets ratio (as defined under Rule 14.07 of the Listing Rules), the Company is further subject to the general disclosure obligation under Rules 13.13 and 13.16 of the Listing Rules.

## **PROVISION OF FINANCIAL ASSISTANCE**

The Board hereby announces that on 18 December 2024, the Company has entered into the Loan Agreement B with the Borrower, pursuant to which the Company has agreed to grant a revolving loan to the Borrower in the principal amount of HK\$30,000,000 for a six-month term. Prior to the entering into of the Loan Agreement B, the Company has entered into the Loan Agreement A with the Borrower on 28 November 2024 for the grant of a revolving loan in the principal amount of HK\$20,000,000 for a six-month term.

The principal terms of the Loan Agreements are as follows:

**THE LOAN AGREEMENT A**

Date: 28 November 2024

Lender: The Company

Borrower: The Borrower

Principal amount: HK\$20,000,000

Interest rate: HIBOR+0.5% per annum

Term: Six months commencing from 28 November 2024

Repayment: The Borrower shall repay the principal amount in full, together with all accrued and unpaid interest thereon, on the maturity date (i.e. 27 May 2025); or the Borrower may prepay in part the outstanding principal amount in an integral multiple of HK\$10,000,000, together with all accrued and unpaid interest on the prepayment sum, prior to the said maturity date under the Loan Agreement A.

Purpose of the loan: The loan shall be applied by the Borrower exclusively for supplementing working capital and repayment of loan, unless giving written notice to the Company in accordance with the Loan Agreement A three business days prior to any such change and shall not be applied for any prohibited purposes under any laws and regulations applicable to the Borrower, failing which the Company may at its discretion demand immediate repayment of the loan.

## **THE LOAN AGREEMENT B**

Date:	18 December 2024
Lender:	The Company
Borrower:	The Borrower
Principal amount:	HK\$30,000,000
Interest rate:	HIBOR+0.5% per annum
Term:	Six months commencing from 18 December 2024
Repayment:	The Borrower shall repay the principal amount in full, together with all accrued and unpaid interest thereon, on the maturity date (i.e. 17 June 2025); or the Borrower may prepay in part the outstanding principal amount in an integral multiple of HK\$10,000,000, together with all accrued and unpaid interest on the prepayment sum, prior to the said maturity date under the Loan Agreement B.
Purpose of the loan:	The loan shall be applied by the Borrower exclusively for supplementing working capital and repayment of loan, unless giving written notice to the Company in accordance with the Loan Agreement B three business days prior to any such change and shall not be applied for any prohibited purposes under any laws and regulations applicable to the Borrower, failing which the Company may at its discretion demand immediate repayment of the loan.

## **PROVISION OF GUARANTEE**

Prior to the entering into of the Loan Agreement B, (i) Bank A has granted the Borrower a loan in the principal amount of HK\$130,000,000 on 28 November 2024 for a term of twelve months, with accrued interest payable and partial principal repayment by installments at the end of every three-month period under the Facility Letter A, the loan facility may be renewed (subject to Bank A's discretion) and the Company as guarantor has executed the Deed of Guarantee A in favour of Bank A, pursuant to which the Company has agreed to provide guarantees for the repayment obligations of the said loan facility granted to the Borrower under the Facility Letter A; and (ii) Bank B has granted the Borrower a loan in the principal amount of HK\$150,000,000 on 3 December 2024 for a term of twelve months, with accrued interest payable at the end of every six-month period under the Facility Letter B, the principal amount may be revolved upon maturity and the loan facility may be renewed (subject to Bank B's discretion) and the Company as guarantor has executed the Deed of Guarantee B in favour of Bank B, pursuant to which the Company has agreed to provide guarantees for the repayment obligations of the said loan facility granted to the Borrower under the Facility Letter B. As at the date of this announcement, it is expected that the maximum payment obligation under the Deed of Guarantee A and the Deed of Guarantee B to be borne by the Company shall be approximately HK\$139,609,305 and HK\$161,537,107, respectively.

The principal terms of the Deeds of Guarantee are as follows:

#### **THE DEED OF GUARANTEE A**

Parties: The Company (as the guarantor); and

Bank A

Scope of guarantee: As at the date of this announcement, the amount of the principal due to Bank A guaranteed by the Company under the Deed of Guarantee A is HK\$130,000,000. As at the date of this announcement, it is expected that the maximum payment obligation under the Deed of Guarantee A to be borne by the Company shall be approximately HK\$139,609,305 taking into account the scope of guarantee mentioned below.

The scope of guarantee includes the repayment obligations under the Facility Letter A including but not limited to the principal amount, interest accrued, fees, commissions and other costs and charges and expenses incurred by Bank A in relation thereto.

Method of guarantee: The guarantee shall be provided on a joint and several basis.

Term of guarantee: From 28 November 2024 to the date of discharge of repayment obligations under the Facility Letter A

#### **THE DEED OF GUARANTEE B**

Parties: The Company (as the guarantor); and

Bank B

Scope of guarantee: As at the date of this announcement, the amount of the principal due to Bank B guaranteed by the Company under the Deed of Guarantee B is HK\$150,000,000. As at the date of this announcement, it is expected that the maximum payment obligation under the Deed of Guarantee B to be borne by the Company shall be approximately HK\$161,537,107 taking into account the scope of guarantee mentioned below.

The scope of guarantee includes the repayment obligations under the Facility Letter B including but not limited to the principal amount, interest accrued, fees, commissions and other costs and charges and expenses incurred by Bank B in relation thereto.

Method of guarantee: The guarantee shall be provided on a joint and several basis.

Term of guarantee: From 3 December 2024 to the date of discharge of repayment obligations under the Facility Letter B

## **INFORMATION ON THE BORROWER**

The Borrower is Wealththink AI and is a company incorporated in the Cayman Islands as an exempted company with limited liability. It is an associate company of the Company, with its consolidated financial statements accounted for in the financial statements of the Group as investment in an associate, and is indirectly owned as to 29.13% by the Company. To the best of the knowledge, information and belief of the Directors after making reasonable enquiries, save for Dr. Liu Zhiwei who holds 0.22% of the issued shares of the Borrower as at the date of this announcement and is a former director of the Borrower, which he resigned on 9 October 2024, the other remaining shareholders of the Borrower and their respective ultimate beneficial owners are Independent Third Parties.

## **INFORMATION ON THE GROUP AND THE COMPANY**

The Company is an investment holding company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on the main board of the Stock Exchange. The Group is a cross-border, cross-industry investment platform based in Hong Kong with focus on financial technology innovation, backed by the Greater Bay Area, and with focus on the international market. The Group has a strong presence in the financial services sector, comprising subsidiaries which (i) are corporations licensed to carry out Type 1 (dealing in securities), Type 4 (advising on securities), Type 6 (Advising on corporate finance) and Type 9 (asset management) regulated activities under the SFO; and (ii) provide money lending services. The principally engaged businesses of the Group include investment banking, securities brokerage, asset management, margin financing, money lending, debt and equity investment and immigration consulting.

## **INFORMATION ON THE BANKS**

Each of Bank A and Bank B is a licensed bank established as a joint-stock company and incorporated in the PRC with limited liability. To the best of the knowledge, information and belief of the Directors after making reasonable enquiries, each of Bank A and Bank B and their respective ultimate beneficial owners is an Independent Third Party.

## **REASONS FOR ENTERING INTO THE LOAN AGREEMENTS AND THE DEEDS OF GUARANTEE**

As at the date of this announcement, Wealththink AI is owned as to 29.13% by the Company indirectly. Wealththink AI is principally engaged in investment holding activities in Hong Kong, the PRC and the United States of America, with the involvement of investment in a diversified portfolio of global investments with respect to both listed and private enterprises. As working capital adequacy is fundamentally important for the business operations of Wealththink AI, the Directors are of the view that the provision of financial assistance and guarantee to Wealththink AI under the Loan Agreements and Deeds of Guarantee enables Wealththink AI to maintain sufficient cash flow, secure capital commitments and strengthen cooperation with the banks. Moreover, in light of the equity investments in Wealththink AI as an associate of the Company, the Directors are of the view that such provision of financial assistance and guarantee will facilitate the long-term business growth and project investments of Wealththink AI, which will thereby bring considerable investment return to the Group in the long run.

The terms of each of the Loan Agreements (including the interest rate) were arrived at after arm's length negotiations between the Company and the Borrower having taken into account the aforesaid reasons, the interest income to be generated under the Loan Agreements, the prevailing market interest rates and practices, and the financial strength and repayment ability of the Borrower. The Directors are of the view that the terms of each of the Loan Agreements are normal commercial terms and the transactions contemplated thereunder are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

Having considered (i) the aforesaid reasons; and (ii) the Borrower's financial strength and ability to perform its obligations under Facility Letter A and Facility Letter B, the Directors are of the view that the terms of each of the Deeds of Guarantee are entered into on normal commercial terms and the transactions contemplated thereunder are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

### **LISTING RULES IMPLICATIONS**

As none of the applicable percentage ratios in respect of each of the Loan Agreement A, Loan Agreement B, Deed of Guarantee A and Deed of Guarantee B exceeds 5%, none of the Loan Agreements and the Deeds of Guarantee on a standalone basis constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules.

The Loan Agreements and the Deeds of Guarantee were entered into and the relevant transactions contemplated thereunder were conducted within a 12-month period, and therefore, the Loan Agreements and the Deeds of Guarantee are required to be aggregated as a series of transactions pursuant to Rule 14.22 of the Listing Rules.

As one or more of the applicable percentage ratio(s) (as defined under Rule 14.07 of the Listing Rules) in respect of the Loan Agreements and the Deeds of Guarantee on an aggregated basis exceed 5% but all are below 25%, the Loan Agreements and the Deeds of Guarantee on an aggregate basis constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements but is exempt from the circular and the Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Pursuant to Rules 13.13 and 13.16 of the Listing Rules, a general disclosure obligation arises where the aggregate amount of advances by the Group to an entity and the financial assistance to affiliated companies (as defined under Rule 13.11(2)(a) of the Listing Rules) of the Group, as the case may be, exceeds 8% under the assets ratio (as defined under Rule 14.07 of the Listing Rules). As the aggregate amount of the Group's advances to the Borrower including loans provided to the Borrower and guarantees given for facilities granted to the Borrower under the Loan Agreements and the Deeds of Guarantee exceeds 8% of the assets ratio (as defined under Rule 14.07 of the Listing Rules), the Company is further subject to the general disclosure obligation under Rules 13.13 and 13.16 of the Listing Rules.

## FURTHER DISCLOSURE PURSUANT TO RULES 13.13 AND 13.16 OF THE LISTING RULES

As at the date of this announcement, the Group's advances to an entity and the financial assistance given to affiliated companies of the Group in aggregate have exceeded 8% of the assets ratio under Rule 14.07(1) of the Listing Rules. Details of such financial assistance and guarantees as required to be disclosed under Rules 13.13 and 13.16 of the Listing Rules as at the date of this announcement are as follows:

Name of Affiliated Companies	The Group's attributable interest in affiliated companies	Loans to affiliated companies	Committed capital injection	Guarantees for facilities granted to affiliated companies	Aggregate amount of financial assistance and guarantees
Wealthink AI	29.13%	HK\$50,000,000 <i>(Note 1)</i>	–	HK\$301,146,412 <i>(Note 2)</i>	HK\$351,146,412

Notes:

- (1) This amount includes (i) outstanding principal amount of HK\$20,000,000 under Loan Agreement A and (ii) outstanding principal amount of HK\$30,000,000 under Loan Agreement B.
- (2) This amount includes (i) the expected maximum payment obligation under the Deed of Guarantee A to be borne by the Company and (ii) the expected maximum payment obligation under the Deed of Guarantee B to be borne by the Company.

The Company will comply with the disclosure requirements under Rules 13.20 to 13.22 of the Listing Rules where the circumstances giving rise to the disclosure under Rules 13.13 and 13.16 of the Listing Rules continue to exist at the Company's interim period end or annual financial year end.

## DEFINITIONS

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

“Bank A”	China Zheshang Bank Co., Ltd. (Hong Kong branch), being the lender under the Facility Letter A and the beneficiary under the Deed of Guarantee A
“Bank B”	Shanghai Pudong Development Bank Co., Ltd. (Hong Kong branch), being the lender under the Facility Letter B and the beneficiary under the Deed of Guarantee B
“Banks”	collectively, Bank A and Bank B
“Board”	the board of Directors



“Borrower” or “Wealthink AI”	Wealthink AI-Innovation Capital Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the main board of the Stock Exchange (Stock Code: 1140)
“Company”	GoFintech Innovation Limited, a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on the main board of the Stock Exchange (stock code: 290)
“Deed of Guarantee A”	the deed executed by the Company as the guarantor in favour of Bank A, pursuant to which the Company has agreed to provide guarantee for the repayment obligations of Wealthink AI (as borrower) under the Facility Letter A
“Deed of Guarantee B”	the deed executed by the Company as the guarantor in favour of Bank B, pursuant to which the Company has agreed to provide guarantee for the repayment obligations of Wealthink AI (as borrower) under the Facility Letter B
“Deeds of Guarantee”	collectively, Deed of Guarantee A and Deed of Guarantee B
“Director(s)”	the director(s) of the Company
“Facility Letter A”	the supplemental facility letter of a twelve-month term entered into between the Borrower and the Bank A on 28 November 2024 for a revolving loan facility
“Facility Letter B”	the supplemental facility letter of a twelve-month term entered into between the Borrower and the Bank B on 3 December 2024 for a revolving loan facility
“Group”	the Company and its subsidiaries
“HIBOR”	the Hong Kong interbank offered rate, the benchmark interest rate, stated in Hong Kong dollars for lending between banks within the Hong Kong market
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	party(ies) who is/are independent of the Company and its connected person(s) (as defined in the Listing Rules)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“Loan Agreement A”	the loan agreement dated 28 November 2024 entered into between Wealthink AI (as the Borrower) and the Company (as the lender) for a loan in the principal amount of HK\$20,000,000
“Loan Agreement B”	the loan agreement dated 18 December 2024 entered into between Wealthink AI (as the Borrower) and the Company (as the lender) for a loan in the principal amount of HK\$30,000,000
“Loan Agreements”	collectively, Loan Agreement A and Loan Agreement B
“PRC”	the People’s Republic of China, and for the purpose of this announcement, excluding Hong Kong, Macau Special Administrative Region and Taiwan
“Shareholder(s)”	holder(s) of the share(s) of the Company
“Stock Exchange”	the Stock Exchange of Hong Kong Limited
“%”	per cent

By order of the Board  
**GoFintech Innovation Limited**  
**CHAN Kin Sang**  
*Chairman and Independent Non-executive Director*

Hong Kong, 18 December 2024

*As at the date of this announcement, the Board consists of one executive Director, namely Ms. SUN Qing; three non-executive Directors, namely Dr. NIE Riming, Mr. LI Chunguang and Mr. HUA Yang; and three independent non-executive Directors, namely Mr. CHAN Kin Sang, Mr. CHIU Kung Chik and Ms. LUI Mei Ka.*