

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited 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.*



## **EEKA Fashion Holdings Limited**

**贏家時尚控股有限公司**

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

**(Stock Code: 3709)**

## **CONTINUING CONNECTED TRANSACTIONS**

**Independent Financial Adviser to  
the Independent Board Committee and the Independent Shareholders**



Reference is made to the announcement of the Company dated 28 June 2019 in relation to, among other things, the 2019 Agreement and the transactions contemplated thereunder.

### **THE NEW AGREEMENT**

As the 2019 Agreement expired on 31 December 2021, the Group entered into the New Agreement as the new master agreement with Ganzhou Yingjia and Shenzhen Ifashion for the continued provision of processing and manufacturing services by Ganzhou Yingjia and Shenzhen Ifashion to the Group for a term of three years commencing from 1 January 2022 up to and including 31 December 2024, which covers the orders placed by the Group with Ganzhou Yingjia and Shenzhen Ifashion during the Relevant Period which will be counted towards the calculation of utilisation of Proposed Annual Caps under the New Agreement.

### **LISTING RULES IMPLICATIONS**

As at the date of this announcement, Ganzhou Yingjia is wholly-owned by Shenzhen Ifashion, which in turn is a direct wholly-owned subsidiary of Yingjia Fashion. Yingjia Fashion is owned as to 53% and 47% respectively by the mother and the father of Mr. Jin Ming, the chairman of the Board and an executive Director, and Mr. Jin Rui, an executive Director. As such, Ganzhou Yingjia and Shenzhen Ifashion are connected persons of the Company and the transactions contemplated under the New Agreement constitute continuing connected transactions of the Company under the Listing Rules.

As all the applicable percentage ratios (other than the profit ratio) in respect of the Proposed Annual Caps exceed 5%, pursuant to Rule 14A.76 of the Listing Rules, the New Agreement and the transactions contemplated thereunder are therefore subject to the reporting, annual review, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

## **GENERAL**

The Company will convene an EGM to seek Independent Shareholders' approval on the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps). Any other parties who are involved or interested in the New Agreement and the transactions contemplated thereunder will abstain from voting on the relevant resolution(s) to be proposed at the EGM.

Pursuant to Rule 13.39(6) of the Listing Rules, the Company has established the Independent Board Committee comprising all its independent non-executive Directors, namely Mr. Zhong Ming, Mr. Zhou Xiaoyu and Mr. Zhang Guodong to advise the Independent Shareholders on the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps). None of the members of the Independent Board Committee has any interest or involvement in the transactions contemplated under the New Agreement.

Red Solar Capital Limited has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders on the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps). The Independent Board Committee will form its view in respect of the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps) after obtaining and considering the advice from the Independent Financial Adviser.

## **DESPATCH OF CIRCULAR**

A circular of the Company containing, among other things, (i) details of the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps); (ii) the letter of recommendation from the Independent Board Committee to the Independent Shareholders in respect of the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps); (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps); and (iv) other information as required under the Listing Rules together with a notice convening the EGM is expected to be despatched to the Shareholders on or before 20 May 2022.

Reference is made to the announcement of the Company dated 28 June 2019 in relation to, among other things, the 2019 Agreement and the transactions contemplated thereunder.

## **BACKGROUND**

On 28 June 2019, Shenzhen Koradior and Shenzhen Naersi, both being indirect wholly-owned subsidiaries of the Company, entered into the 2019 Agreement with Ganzhou Yingjia and Shenzhen Ifashion for the provision of processing and manufacturing services by Ganzhou Yingjia to the Group for a term of three years commencing from 1 January 2019 up to and including 31 December 2021.

After the expiry of the 2019 Agreement, the Group has placed an aggregate of 600 orders (with the latest one placed on 23 February 2022) during the Relevant Period with Ganzhou Yingjia and Shenzhen Ifashion for their provision of processing and manufacturing services with an aggregate amount of processing fees payable by the Group to Ganzhou Yingjia and Shenzhen Ifashion of RMB16,847,947 (equivalent to approximately HK\$20,217,536). Please refer to the announcement of the Company dated 24 February 2022 for details.

As the 2019 Agreement has expired on 31 December 2021, the Group entered into the New Agreement as the new master agreement with Ganzhou Yingjia and Shenzhen Ifashion for the continued provision of processing and manufacturing services by Ganzhou Yingjia and Shenzhen Ifashion to the Group for a term of three years commencing from 1 January 2022 up to and including 31 December 2024, which covers the orders placed by the Group with Ganzhou Yingjia and Shenzhen Ifashion during the Relevant Period which will be counted towards the calculation of utilisation of Proposed Annual Caps under the New Agreement.

Set out below is a summary of the principal terms of the New Agreement:

**Date**

27 April 2022

**Parties**

- (i) Shenzhen Koradior
- (ii) Shenzhen Naersi
- (iii) La Kordi
- (iv) Shenzhen Mondial
- (v) Shenzhen Fangfu
- (vi) Ganzhou Yingjia
- (vii) Shenzhen Ifashion

**Subject matter**

Ganzhou Yingjia and Shenzhen Ifashion have agreed to provide processing and manufacturing services to the Group through its subsidiaries, namely, Shenzhen Koradior, Shenzhen Naersi, La Kordi, Shenzhen Mondial and Shenzhen Fangfu including but not limited to provision of certain products according to: (i) the manufacturing standards and processing techniques stipulated by Shenzhen Koradior and/or Shenzhen Naersi and/or La Kordi and/or Shenzhen Mondial and/or Shenzhen Fangfu; or (ii) standard samples provided and confirmed by the design team of Shenzhen Koradior and/or Shenzhen Naersi and/or La Kordi and/or Shenzhen Mondial and/or Shenzhen Fangfu.

## **Term**

The term of the New Agreement is three years commencing from 1 January 2022 up to and including 31 December 2024 and may be renewed upon mutual agreement between parties subject to all the requirements under the Listing Rules and other applicable laws. Each of Shenzhen Korador, Shenzhen Naersi, La Kordi, Shenzhen Mondial and Shenzhen Fangfu has the right to terminate the New Agreement at any time before its expiration.

## **Pricing policy**

Like 2019 Agreement, the processing fees payable to each of Ganzhou Yingjia and Shenzhen Ifashion are determined based on:

- (i) the tag price, being the sales price shown on the price tag label of the relevant product multiplied by the Garment Standard Time, the standard time in garment industry, being the time required by an average skilled operator, working at a normal pace, to perform a specified task using a prescribed method; and
- (ii) other special processing fees which may be incurred for a particular order such as nail beads embroidery, packaging fees and nominal one-off subsidy fees.

## **Payment terms**

The processing fee is payable on monthly basis by Shenzhen Korador, Shenzhen Naersi, La Kordi, Shenzhen Mondial and Shenzhen Fangfu to Ganzhou Yingjia and Shenzhen Ifashion, via bank transfer upon the presentation of the relevant invoices.

## **The Proposed Annual Caps**

Details of the Proposed Annual Caps under the New Agreement are as follows:

<b>Period</b>	<b>Proposed Annual Caps</b>
For the year ending 31 December 2022	RMB300,000,000 (equivalent to HK\$360,000,000)
For the year ending 31 December 2023	RMB360,000,000 (equivalent to HK\$432,000,000)
For the year ending 31 December 2024	RMB432,000,000 (equivalent to HK\$518,400,000)

The terms and conditions of the New Agreement are conditional upon the passing of the ordinary resolution by the Independent Shareholders at the EGM approving the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps). Save for the Proposed Annual Caps, all the terms and conditions of the New Agreement are identical to those under the 2019 Agreement.

## HISTORICAL ANNUAL CAPS AND TRANSACTION AMOUNTS

The table below sets out the historical annual caps for each of the three years ended 31 December 2021 under the 2019 Agreement, and the actual amount incurred/paid by the Group to Ganzhou Yingjia and Shenzhen Ifashion in relation to the provision of processing and manufacturing services by Ganzhou Yingjia and Shenzhen Ifashion to the Group for each of the three years ended 31 December 2021:

<b>Period</b>	<b>Annual caps</b>	<b>Actual amount incurred/paid by the Group</b>
For the year ended 31 December 2019 (Under the 2019 Agreement)	RMB195,000,000 (equivalent to HK\$234,000,000)	RMB190,000,000 (equivalent to HK\$228,000,000)
For the year ended 31 December 2020 (Under the 2019 Agreement)	RMB220,000,000 (equivalent to HK\$264,000,000)	RMB218,910,881 (equivalent to HK\$262,693,057)
For the year ended 31 December 2021 (Under the 2019 Agreement)	RMB250,000,000 (equivalent to HK\$300,000,000)	RMB245,283,575 (equivalent to HK\$294,340,290)

## BASIS OF DETERMINATION OF THE PROPOSED ANNUAL CAPS

The Proposed Annual Caps under the New Agreement are determined with reference to:

- (i) the growth of product sales of the Group across various channels, the vigorous product reform of the Company and the digital reform and supply chain reform which improved and optimised the operations of the Group as well as demand for the products of the Group;
- (ii) the historical transaction amounts incurred/paid by the Group for the three years ended 31 December 2021;
- (iii) the average working time factor, which is a percentage factor based on Garment Standard Time on numbers of procedures involved to process a particular product; and
- (iv) the historical amount of processing fee on the percentage of the sales price listed on the label handing on the tag of the relevant product.

## **REASONS FOR, AND BENEFITS OF, ENTERING INTO THE NEW AGREEMENT**

The production and sale of high-end womenswear is one of the principal activities of the Group. As the Group does not have any in-house production facilities, the Group has, since its commencement of business in 2007, outsourced the production of its products to third party OEM contractors including Yingjia Fashion and its subsidiaries. It has always been the belief of the Company that such strategy would allow the Group to reduce its investments in fixed assets and generate a higher return on assets. The Group has been collaborating with Ganzhou Yingjia and Shenzhen Ifashion for a long time in this regard. In view of the long-standing arrangement and business relationship the Group has with Ganzhou Yingjia and Shenzhen Ifashion and the track record of their proven quality of services, following the expiry of the 2019 Agreement, the Group continued to place orders with Ganzhou Yingjia and Shenzhen Ifashion for their provision of processing and manufacturing services on terms similar to those under the 2019 Agreement and other previous master agreements and intended to enter into a new master agreement with Ganzhou Yingjia and Shenzhen Ifashion. As such, the Group entered into the New Agreement with the Proposed Annual Caps for the continued provision of processing and manufacturing services by Ganzhou Yingjia and Shenzhen Ifashion to the Group for a term of three years commencing from 1 January 2022 up to and including 31 December 2024, which covers the Relevant Period.

Further, there are a number of factors which contributed to the rapidly growing demand for the processing and manufacturing services of Ganzhou Yingjia and Shenzhen Ifashion, including, among others:

- (i) the continuing focus on the production strategy of the Group of production through the Group's own raw material procurement with processing arrangement through OEM contractors rather than through purchase of finished products manufactured by OEM contractors, benefitting the Group by enhancing the overall profit margin;
- (ii) the brands of the Group have achieved favourable results and the anticipated consistent performance and growth; and
- (iii) the long-term cooperation with Ganzhou Yingjia and Shenzhen Ifashion, their proven quality of services, the Group considers the processing agreement with them can provide a stable supply of quality services and respond to the increasing customer requirement for improved quality.

Taking into account the above factors, the Directors expect that there will be continuing growth in demand for processing and manufacturing services. Given the long-term cooperation with Yingjia Fashion and Ganzhou Yingjia, their proven quality of services, the Directors consider that the provision of processing and manufacturing services offered by Ganzhou Yingjia and Shenzhen Ifashion under the New Agreement would allow the Group to continue to secure a stable supply of quality services which are necessary for the sales by the Group and to meet the rapidly increasing demand from customers. The Group therefore entered into the New Agreement with Ganzhou Yingjia and Shenzhen Ifashion with Proposed Annual Caps to renew the provision of processing and manufacturing services to cater for the continuing expansion of the Group.

As the Group has been closely monitoring and reviewing the transactions between the Group and Ganzhou Yingjia and Shenzhen Ifashion, the adjustments made to our production strategies and the increasing demand of customers for products of brands owned by the Group, the Board is of the view that there is a possibility that the New Agreement may need to be further revised during the contract term to cope with the business demands of the Group. If there is any variation of the terms of the New Agreement which becomes necessary for the continuation of the business operations and production of the Group, the Company will re-comply with all applicable requirements under Chapter 14A of the Listing Rules.

In view of the above reasons, the Directors (excluding (i) Mr. Jin Ming and Mr. Jin Rui who had abstained from voting; and (ii) the independent non-executive Directors whose views in relation to the New Agreement will be contained in the circular to be issued by the Company) consider that the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps) are based on normal commercial terms, in the ordinary and usual course of business of the Group, and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

## **INTERNAL CONTROL PROCEDURES**

To ensure the transactions with Ganzhou Yingjia and Shenzhen Ifashion under the New Agreement would be on normal commercial terms, the Company has adopted and will continue to apply to the transactions with Ganzhou Yingjia and Shenzhen Ifashion under the New Agreement, the following internal control procedures:

- (i) the Company will develop its own estimate of processing fee based on the pricing policy mentioned above and obtain fee quotations from independent comparable OEM contractors for products which require processing services in similar quantities to determine if the price and terms offered by Ganzhou Yingjia and Shenzhen Ifashion are fair and reasonable and comparable to those offered by independent comparable OEM contractors;
- (ii) the Company will select the successful OEM contractor for individual transaction based on objective standards such as publicly available raw material prices, the scale and reputation of the relevant OEM contractor, price and quality of processing services and products, and product delivery time and services;
- (iii) regular reports regarding the Group's purchase and other relevant information will be provided to the independent non-executive Directors who will conduct semi-annual review of their purchase terms (including whether these are based on factors mentioned above) and the fairness of our Group's basis of selecting its OEM contractors; and
- (iv) we will review and conduct sample checking regularly on the tag price of products in order to maintain the accurate tag price in the system.

The Directors (excluding (i) Mr. Jin Ming and Mr. Jin Rui who had abstained from voting; and (ii) the independent non-executive Directors whose views in relation to the New Agreement will be contained in the circular to be issued by the Company) believe that the above measures will ensure that the Group's transactions with Ganzhou Yingjia and Shenzhen Ifashion are and will be conducted on normal commercial terms and consider that it is in the interests of the Company and the Shareholders as a whole for the Group to continue to engage Ganzhou Yingjia and Shenzhen Ifashion for their processing and manufacturing services in accordance with terms and conditions of the New Agreement.

## **INFORMATION ON THE GROUP, GANZHOU YINGJIA AND SHENZHEN IFASHION**

### **The Group**

The Company is incorporated in the Cayman Islands with limited liability and the Shares are listed on the Main Board of the Stock Exchange. The principal activities of the Group are design, promotion, marketing and sales of self-owned branded womenswear products in the PRC.

### **Shenzhen Koradior**

Shenzhen Koradior is an indirect wholly-owned subsidiary of the Company principally engaged in the design and retail business of the “Koradior”, “La Koradior” and “Koradior elsewhere” apparel brands of the Company.

### **Shenzhen Naersi**

Shenzhen Naersi is an indirect wholly-owned subsidiary of the Company principally engaged in the design and sale of high-end womenswear products of its self-owned brands, namely “NAERST”, “NEXY.CO” and “NAERSILING”.

### **La Kordi**

La Kordi is an indirect wholly-owned subsidiary of the Company principally engaged in the design and sale of high-end womenswear products of its self-owned brands, namely “Koradior”, “La Koradior” and “Koradior elsewhere”.

### **Shenzhen Mondial**

Shenzhen Mondial is an indirect wholly-owned subsidiary of the Company principally engaged in the design and sale of high-end womenswear products of its self-owned brands, namely “CADIDL”.

### **Shenzhen Fangfu**

Shenzhen Fangfu is an indirect wholly-owned subsidiary of the Company principally engaged in the design and sale of womenswear products of its self-owned brands, namely “FUUNNY FEELLN”.



## **Ganzhou Yingjia**

Ganzhou Yingjia is a company established in the PRC principally engaged in the production and processing of womenswear. It is wholly-owned by Shenzhen Ifashion, a wholly-owned subsidiary of Yingjia Fashion, and has been providing processing and manufacturing services to the Group under the 2019 Agreement.

## **Shenzhen Ifashion**

Shenzhen Ifashion is a company established in the PRC principally engaged in the production and processing of womenswear. It is a direct wholly-owned subsidiary of Yingjia Fashion, and has been providing processing and manufacturing services to the Group under the 2019 Agreement.

## **LISTING RULES IMPLICATIONS**

As at the date of this announcement, Ganzhou Yingjia is wholly-owned by Shenzhen Ifashion, which in turn is a direct wholly-owned subsidiary of Yingjia Fashion. Yingjia Fashion is owned as to 53% and 47% respectively by the mother and the father of Mr. Jin Ming, the chairman of the Board, chief executive officer and an executive Director, and Mr. Jin Rui, an executive Director. As such, Ganzhou Yingjia and Shenzhen Ifashion are connected persons of the Company. As a result, the transactions contemplated under the New Agreement constitute continuing connected transactions of the Company under the Listing Rules.

As all the applicable percentage ratios (other than the profit ratio) in respect of the Proposed Annual Caps exceed 5%, the New Agreement and the transactions contemplated thereunder are therefore subject to the reporting, annual review, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Save as disclosed, to the best of the Directors' knowledge, information and belief having made all reasonable enquiry, as at the date of this announcement, save for Mr. Jin Ming and Mr. Jin Rui who have abstained from voting at the Board meeting to approve the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps), none of the Directors has material interest in the transactions contemplated under the New Agreement.

## **GENERAL**

The Company will convene an EGM to seek Independent Shareholders' approval on the New Agreement (including the Proposed Annual Caps). Any other parties who are involved or interested in the New Agreement and the transactions contemplated thereunder, including Mr. Jin Ming and Mr. Jin Rui and their respective associates, will abstain from voting on the relevant resolution(s) to be proposed at the EGM.

Pursuant to Rule 13.39(6) of the Listing Rules, the Company has established the Independent Board Committee comprising all its independent non-executive Directors, namely Mr. Zhong Ming, Mr. Zhou Xiaoyu and Mr. Zhang Guodong to advise the Independent Shareholders on the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps) as to whether the terms thereof are fair and reasonable and in the interests of the Company and the Shareholders as a whole. None of the members of the Independent Board Committee has any interest or involvement in the transactions contemplated under the New Agreement.

Red Solar Capital Limited has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders on the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps) as to whether the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps) are fair and reasonable and in the interests of the Company and the Shareholders as a whole. The Independent Board Committee will form its view in respect of the terms of the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps) after obtaining and considering the advice from the Independent Financial Adviser.

## **DESPATCH OF CIRCULAR**

A circular of the Company containing, among other things, (i) details of the New Agreement (including the Proposed Annual Caps); (ii) the letter of recommendation from the Independent Board Committee to the Independent Shareholders in respect of the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps); (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps); (iv) other information as required under the Listing Rules together with a notice convening the EGM is expected to be despatched to the Shareholders on or before 20 May 2022.

## **DEFINITIONS**

Unless the context otherwise requires, terms used in this announcement shall have the following meanings:

“2019 Agreement”	the master agreement entered into among Shenzhen Koradior, Shenzhen Naersi, Ganzhou Yingjia and Shenzhen Ifashion on 28 June 2019 in relation to the provision of processing and manufacturing services by Ganzhou Yingjia and Shenzhen Ifashion to the Group up to 31 December 2021
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors

“Company”	EEKA Fashion Holdings Limited (贏家時尚控股有限公司), an exempted company with limited liability incorporated in the Cayman Islands and the issued Shares of which are listed and traded on the Main Board of the Stock Exchange (Stock Code: 3709)
“connected person(s)”	has the meaning ascribed to it in the Listing Rules
“Director(s)”	the director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be convened and held for the purpose of considering and, if thought fit, approving, the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps)
“Ganzhou Yingjia”	Yingjia Fashion (Ganzhou) Co., Ltd.* (贏家時裝(贛州)有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of Yingjia Fashion
“Group”	the Company and its subsidiaries from time to time
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	an independent committee of the Board comprising all the independent non-executive Directors, established for the purpose of advising the Independent Shareholders on the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps)
“Independent Financial Adviser”	Red Solar Capital Limited, a corporation licensed to carry on Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities for the purpose of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), being the independent financial adviser to the Independent Board Committee and the Independent Shareholders advising on the New Agreement and the transactions contemplated thereunder (including the Proposed Annual Caps)
“Independent Shareholders”	the Shareholders, other than Mr. Jin Ming, Mr. Jin Rui and their respective associates (including Ganzhou Yingjia and Shenzhen Ifashion)
“La Kordi”	La Kordi Fashion (Shenzhen) Co., Ltd.* (拉珂帝服飾(深圳)有限公司), a company established in the PRC with limited liability, and an indirect wholly-owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“New Agreement”	the master agreement entered into among Shenzhen Koradior, Shenzhen Naersi, La Kordi, Shenzhen Mondial, Shenzhen Fangfu, Ganzhou Yingjia and Shenzhen Ifashion dated 27 April 2022 in relation to the provision of processing and manufacturing services by Ganzhou Yingjia and Shenzhen Ifashion to the Group for a term of three years up to 31 December 2024
“OEM”	original equipment manufacturing, a business that manufactures products or equipment for branding and resale by others
“PRC”	the People’s Republic of China, which for the purpose of this announcement excludes, Hong Kong, the Macau Special Administrative Region and Taiwan
“Proposed Annual Cap(s)”	the maximum annual amount of service fee payable by the Group in relation to the provision of processing and manufacturing services by Ganzhou Yingjia and Shenzhen Ifashion under the New Agreement
“Relevant Period”	from 1 January 2022 to 23 February 2022
“Share(s)”	ordinary share(s) of HK\$0.01 each in the issued share capital of the Company
“Shareholder(s)”	the holder(s) of the Share(s) of the Company
“Shenzhen Fangfu”	Shenzhen Fangfu Fashion Co., Ltd.* (深圳市方弗時裝有限公司), a company established in the PRC with limited liability, and an indirect wholly-owned subsidiary of the Company
“Shenzhen Ifashion”	Shenzhen Ifashion Cloud Fashion Technology Co., Ltd.* (深圳市贏領智尚服飾科技有限公司), a company established in the PRC with limited liability and a direct wholly-owned subsidiary of Yingjia Fashion
“Shenzhen Koradior”	Shenzhen Koradior Fashion Co., Ltd.* (深圳市珂萊蒂爾服飾有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“Shenzhen Mondial	Shenzhen Mondial Industrial Co., Ltd.* (深圳市蒙黛爾實業有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“Shenzhen Naersi”	Shenzhen Naersi Fashion Co., Ltd.* (深圳市娜爾思時裝有限公司), a company established in the PRC with limited liability, and an indirect wholly-owned subsidiary of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Yingjia Fashion”	Shenzhen Yingjia Fashion Co., Ltd.* ( 深圳市贏家服飾有限公司 ), a company established in the PRC with limited liability and a connected person of the Company
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC
“%”	per cent.

*For the purpose of this announcement, unless the context otherwise requires, conversion of RMB into HK\$ is based on the approximate exchange rate of RMB1.00 to HK\$1.2. Such exchange rate is for the purpose of illustration only and does not constitute a representation that any amounts in HK\$ or RMB have been, could have been or may be converted at such or any other rate or at all.*

*The English names of Chinese entities marked with “\*” are translations of their Chinese names and are included in this announcement for identification purpose only, and should not be regarded as their official English translation. In the event of any inconsistency, the Chinese name prevails.*

By Order of the Board  
**EEKA Fashion Holdings Limited**  
**Jin Ming**  
*Chairman, Chief Executive Officer and Executive Director*

Hong Kong, 27 April 2022

*As at the date of this announcement, the Board comprises Mr. Jin Ming, Mr. Jin Rui and Ms. He Hongmei as executive Directors; and Mr. Zhong Ming, Mr. Zhou Xiaoyu and Mr. Zhang Guodong as independent non-executive Directors.*