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**eprint GROUP LIMITED**

**eprint 集團有限公司**

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

**(Stock Code: 1884)**

## **DISCLOSEABLE TRANSACTIONS**

### **PROVISION OF THE LOANS**

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On 22 April 2020 (as supplemented and amended by a supplemental agreement dated 1 August 2021), 28 January 2022, 10 February 2022, 8 March 2022, 28 March 2022 and 7 April 2022, the Lender, an indirect wholly-owned subsidiary of the Company and the Borrower, a company indirectly owned as to 40% by the Company through the Lender, entered into the Loan Agreements, pursuant to which the Lender had provided the Loans to the Borrower during the period from 22 April 2020 to 7 April 2022 in the aggregate amount of approximately HK\$9.34 million.

#### **LISTING RULES IMPLICATIONS**

At the material times when Loan Agreement 5 and Loan Agreement 6 was entered into, as the highest applicable percentage ratio (as defined under the Listing Rules) in respect of the transactions contemplated under Loan Agreement 5 and Loan Agreement 6, when calculated on an aggregated basis with the transactions contemplated under the Loan Agreement 1, Loan Agreement 2, Loan Agreement 3 and Loan Agreement 4, is more than 5% but less than 25%, the entering into each of Loan Agreement 5 and Loan Agreement 6 constitutes a discloseable transaction on the part of the Company and is thus subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

However, due to the inadvertent oversight, the entering into of Loan Agreement 5 and Loan Agreement 6 had not been notified and announced by the Company in a timely manner in accordance with the Listing Rules which constituted breaches of Chapter 14 of the Listing Rules at the material time.

## **THE PROVISION OF THE LOANS**

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## **THE LOAN AGREEMENTS**

The principal terms of the Loan Agreements are set out below:

### **Loan Agreement 1**

Date	:	22 April 2020 (as supplemented and amended by a supplemental agreement dated 1 August 2021)
Lender	:	E-Boss
Borrower	:	E-Post
Principal Loan Amount	:	HK\$5 million
Interest Rate	:	5% per annum from 22 April 2020 to 31 July 2021 and 8% per annum from 1 August 2021 to 31 July 2025
Term	:	From 22 April 2020 to 31 July 2025
Repayment	:	The Borrower shall settle the interest portion of the loan every month in the first year starting from 22 April 2020 and from 1 August 2021. Apart from the aforementioned periods, the Borrower shall settle both the principal and interest portion of the loan every month.

Repayment : The Borrower may repay any part or the whole of the loan at any time without penalty by giving not less than 1 week prior notice in writing.

Purpose of the loan : The loan provided under the Loan Agreement 1 shall only be used by the Borrower for the operation of its food and beverage business.

Security : Secured by a personal guarantee provided by Mr. Wong Hung Hin, a former shareholder and son of Ms. Fui Yuen Lam, a current shareholder of the Borrower whom, to the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, is independent of the Company and connected persons of the Company (as defined under the Listing Rules)

**Loan Agreement 2, Loan Agreement 3, Loan Agreement 4, Loan Agreement 5 and Loan Agreement 6**

Date : 28 January 2022, 10 February 2022, 8 March 2022, 28 March 2022 and 7 April 2022

Lender : E-Boss

Borrower : E-Post

Principal Loan Amounts : HK\$1.5 million, HK\$0.64 million, HK\$0.6 million, HK\$0.6 million and HK\$1 million

Interest Rate : 8% per annum

Term : 3 years from the date of drawdown

Repayment : The Borrower shall settle the interest portion of the loan every month in the first year. After the first year, the Borrower shall settle both the principal and interest portion of the loan every month.

Repayment : The Borrower may repay any part or the whole of the loan at any time without penalty by giving not less than 1 week prior notice in writing.

Purpose of the loan : The loan provided under the Loan Agreements 2 to 6 shall only be used by the Borrower for the operation of its food and beverage business.

Security : Unsecured

Subsequently, the Borrower repaid an aggregate HK\$4.34 million of the Loans during June to July 2022 and as at the date of this announcement, the outstanding amount of the Loans amounted to approximately HK\$4.75 million and the Borrower is also indebted to the Lender for an amount of HK\$179,013.

## **INFORMATION ON THE PARTIES**

The Company is a company incorporated in the Cayman Islands with limited liability. The Lender is a limited company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company. The Group is principally engaged in the provision of printing services and solutions on advertisement, bound books and stationeries.

The Borrower is principally engaged in the provision of food and beverage services and is beneficially owned as to 40% by the Lender and 60% by two Independent Third Parties respectively.

## **REASONS FOR AND BENEFITS OF ENTERING INTO THE LOAN AGREEMENTS**

The provision of the Loans was funded by the Company's internal resources. The terms of the respective Loan Agreements were arrived at by the Group and the Borrower after arm's length negotiations and are on normal commercial terms. The Loans' interest rate is higher than the interest rate received by the Group by placing cash deposits with commercial banks in Hong Kong. Taking into account the revenue to be generated from the expected interest income in connection with the Loans, the Directors consider that the terms of the respective Loan Agreements are fair and reasonable and the provision of the Loans is in the interest of the Company and its shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

At the material times when Loan Agreement 5 and Loan Agreement 6 was entered into, as the highest applicable percentage ratio (as defined under the Listing Rules) in respect of the transactions contemplated under Loan Agreement 5 and Loan Agreement 6, when calculated on an aggregated basis with the transactions contemplated under the Loan Agreement 1, Loan Agreement 2, Loan Agreement 3 and Loan Agreement 4, is more than 5% but less than 25%, the entering into each of Loan Agreement 5 and Loan Agreement 6 constitutes a discloseable transaction on the part of the Company and is thus subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules. As the aggregate amount of the Loans did not exceed 8% under the asset ratio as defined under Rule 14.07(1) of the Listing Rules, the transactions contemplated under the Loans are not subject to general disclosure obligations under Rules 13.13 and 13.15 of the Listing Rules.

However, due to the inadvertent oversight, the entering into of Loan Agreement 5 and Loan Agreement 6 had not been notified and announced by the Company in a timely manner in accordance with the Listing Rules which constituted breaches of Chapter 14 of the Listing Rules at the material time.

## REMEDIAL ACTIONS

The Company regrets the omission of such disclosure and reiterates that the non-compliance was unintentional. In order to avoid the occurrence of similar non-compliance with the Listing Rules in the future, the Company will implement the following measures and procedures:

1. the Directors have instructed the Management to take all necessary measures to examine all the loans of the Group and ensure they are in full compliance with the Listing Rules;
2. the Company will arrange to (i) hold regular departmental meetings to regularly monitor notifiable transactions, (ii) strengthen the reporting system between departments and Directors, and (iii) provide more guidance materials and trainings on compliance matters to the Directors, senior management and the financial staff of the Group on a regular basis to reinforce and strengthen their understanding and knowledge of the Listing Rules; and
3. the Company will work more closely with its legal advisors on compliance issues.

It is always the intention of the Company to fully comply with the Listing Rules. The Board and senior management of the Group are now fully aware of the relevant requirements under the Listing Rules and will ensure that the Company will comply with the relevant Listing Rules and to avoid the recurrence of similar events in the future.

## DEFINITIONS

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

“Board”	the board of Directors
“Company”	eprint Group Limited, a company incorporated in the Cayman Islands, whose shares are listed on the Stock Exchange
“Director(s)”	the director(s) of the Company
“E-Boss” or “Lender”	E-Boss Co. Limited, a company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company
“E-Post” or “Borrower”	E-Post Limited, a company incorporated in Hong Kong and indirectly owned as to 40% by the Company through the Lender
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong Dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China

“Independent Third Party(ies)”	person(s) or company(ies) who/which is/are not connected with (within the meaning of the Listing Rules) and is/are independent of the directors, chief executives and substantial shareholders of the Group or any of their respective associates
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan 1”	the loan with a principal amount of HK\$5 million granted by the Lender to the Borrower pursuant to Loan Agreement 1
“Loan 2”	the loan with a principal amount of HK\$1.5 million granted by the Lender to the Borrower pursuant to Loan Agreement 2
“Loan 3”	the loan with a principal amount of HK\$0.64 million granted by the Lender to the Borrower pursuant to Loan Agreement 3
“Loan 4”	the loan with a principal amount of HK\$0.6 million granted by the Lender to the Borrower pursuant to Loan Agreement 4
“Loan 5”	the loan with a principal amount of HK\$0.6 million granted by the Lender to the Borrower pursuant to Loan Agreement 5
“Loan 6”	the loan with a principal amount of HK\$1 million granted by the Lender to the Borrower pursuant to Loan Agreement 6
“Loan Agreement 1”	the loan agreement dated 22 April 2020 (as supplemented and amended by a supplemental agreement dated 1 August 2021 and entered into between the Lender and the Borrower) entered into between the Lender and the Borrower in respect of Loan 1
“Loan Agreement 2”	the loan agreement dated 28 January 2022 entered into between the Lender and the Borrower in respect of Loan 2
“Loan Agreement 3”	the loan agreement dated 10 February 2022 entered into between the Lender and the Borrower in respect of Loan 3
“Loan Agreement 4”	the loan agreement dated 8 March 2022 entered into between the Lender and the Borrower in respect of Loan 4
“Loan Agreement 5”	the loan agreement dated 28 March 2022 entered into between the Lender and the Borrower in respect of Loan 5
“Loan Agreement 6”	the loan agreement dated 7 April 2022 entered into between the Lender and the Borrower in respect of Loan 6

“Loan Agreements”	collectively, Loan Agreement 1, Loan Agreement 2, Loan Agreement 3, Loan Agreement 4, Loan Agreement 5 and Loan Agreement 6
“Loans”	collectively, Loan 1, Loan 2, Loan 3, Loan 4, Loan 5 and Loan 6
“Management”	the management of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent

By Order of the Board  
**eprint Group Limited**  
**She Siu Kee William**  
*Chairman*

Hong Kong, 12 October 2022

*As at the date of this announcement, the executive Directors are Mr. She Siu Kee William and Mr. Chong Cheuk Ki; the non-executive Director is Mr. Leung Wai Ming; and the independent non-executive Directors are Mr. Poon Chun Wai, Mr. Fu Chung and Mr. Ma Siu Kit.*